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In 2008 The Netherlands modified its state indemnity scheme. The amount for which the state would stand guarantee each year - at any given moment - was increased from 230 million to 300 million euro's.

And then … the Hermitage Amsterdam appeared on the scene, and from the start decided to apply frequently for a considerable indemnity guarantee. This year several museums did the same for the same period without knowing this from each other. The consequence was that they jointly exceeded the new indemnity ceiling. My colleagues and I had to put together a solution with all speed and arranged a temporary ceiling increase to 450 million euro's for a period of five months. That is very exceptional.

Over the past year a working group of museum experts and policy makers has been working hard on a report surveying state indemnity schemes and shared liability agreements in Europe. We will shortly be presenting the recommendations - arising from this report - to the member states of the European Union.
All the indemnity schemes have been examined and analysed in detail in the report. This has resulted in some striking findings and conclusions on insurance, indemnity and shared liability agreements. I would like to mention a few of them.

What I actually find surprising is that there are professional museums within the EU which – when they lend an object to another museum *within* Europe – oblige the Borrower to insure the object against loss or damage as a result of acts of war.

2010!? War between EU countries!? Just imagine the insurance premiums which are being paid for this non-existent threat of war? Who gains from these premiums?

We also took considerable pains to make statistics available relating to indemnity. It can be seen from our research that in the past five years more than 5600 indemnity requests have been accepted within 18 member states of the EU. Out of these 5600 applications only 7 damage claims were reported with a total amount of about 80,000 euro’s being paid out. These statistics indicate that museums, which organise international exhibitions, have high professional standards when it comes to the security and protection of the objects on display. It also suggests that insurers over-evaluate risks and thus insurance premiums. This makes you wonder whether every part of the loan chain needs to be insured.

This question is also justified in the light of the fact that permanent collections in most large regional and national museums are not insured. They are well protected and excellently cared for. Since the objects are in many cases irreplaceable, they cannot by definition be valued in terms of money. In the event of theft or loss, the region or the state assumes the loss of that object.
If a museum does not insure its permanent collection, when it is on its own premises, why should it want the same objects to be insured when on loan to a fellow museum? If the Borrower applies the same professional standards as the Lender, there is in fact no difference with the situation at the Lender's premises. In such cases ’all in insurance’ doesn’t seem either necessary or appropriate. Would it not be better to carry out a risk analysis for the journey and the period of a loan and to base the insurance on this, instead of following the traditional Pavlovian reflex among museums to insure all loans ‘nail-to-nail’. It gives museums a false feeling of security. The coverage of risks in the museum world is traditionally left to insurers and the question is very rarely raised whether ‘all in insurance’ is necessary or sensible.
At national level museums have already started to not insure parts of the loan chain. Why shouldn't that also be possible at international level? The Netherlands and

Belgium already have elaborate schemes for shared liability agreements. The thinking is that …..

- The borrower is responsible for misplacing an object entirely (going missing, theft, total loss) only during its transportation to and from the lender (all risks insurance is therefore obligatory for transport operations between the museums in the Flemish agreement).
- The borrower is at all times responsible for any damage to an object which can be *repaired*. (up to a maximum of 500,000 euro's per object in the Flemish agreement).
- There's no compensation for loss of depreciation due to damage to the object.
- There's no compensation in the case of loss caused by theft, disappearance or complete destruction of the object.

It goes without saying that the Borrower is obliged to make all reasonable efforts to preserve the object and, if it goes missing or is stolen, to recover it.

In addition to being the co-chairperson of the expert working group on state indemnity and shared liability agreements, I am also the coordinator of an EU project entitled: Collections Mobility 2.0, 21st century. My colleagues and I are devoting ourselves to bringing the latest insights in the field of collections mobility to the attention of the museum world. This will be done through a number of channels:

- We are preparing a theoretical handbook on collections mobility. This will appear in September 2010
- There will be a new web portal which is being launched also in September 2010.
- The best experts in subjects like: indemnity, long term loans, immunity from seizure, standards, waivers of subrogation, due diligence, valuation, and exchanges of museum professionals are going to provide training courses for us
- Finally, we are attempting to link up with existing networks and would like to disseminate information through them. Such as the Network of European

Museum Organisations NEMO, registrars groups, ICOM, the Bizot Group, user groups of collection management systems, Collecting Net, Collections Trust and the IEO.