

# **Policy Information**

- Product Disclosure Statement
- Financial Services Guide
- Policy Wording



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This booklet is divided into three parts – the first part contains the Product Disclosure Statement, the second part contains the Financial Services Guide and the third part contains the Policy Wording. It is important that You read this booklet carefully.

This product is issued by Chubb Insurance Australia Limited, ABN 23 001 642 020 ("Chubb"), AFS Licence No 239687.

#### **Contact Details:**

You may contact Chubb by writing to or telephoning Us using the contact details below:

Chubb Insurance Australia Limited Grosvenor Place Level 38, 225 George Street Sydney NSW 2000

Phone:02 9335 3200Website:www.chubb.com/auEmail:CustomerService.AUNZ@chubb.com

JewelCover is the trading name under which jewellery insurance is administered by Jewellers Loop Pty Ltd (ABN 47 110 767 087; AFSL 556525) ("Jewellers Loop"). It is authorised to arrange this insurance on behalf of Chubb under a binding authority.

Jewellers Loop does not act on Your behalf.

Jewellers Loop holds a binding authority from Chubb to arrange, enter into and distribute insurance on behalf of Chubb, and Jewellers Loop is authorised to provide claims handling services on behalf of Chubb. Jewellers Loop provides general advice on its own behalf and not on behalf of Chubb.

Jewellers Loop can be contacted at: Level 10, 61–63 Market Street, Sydney NSW 2000

Phone:02 9234 0555Website:www.jewelcover.com.auEmail:info@jewelcover.com.au

Jewellers Loop is referred to in the policy wording as "Our Representative".

# How to contact Chubb

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# 1. JewelCover - Product Disclosure Statement

# 1.1 What is the Product Disclosure Statement (PDS)?

A PDS is a statement in relation to a financial product that sets out the full name of Chubb and relevant contact details. The PDS discloses any benefits or risks associated with the financial product provided by Chubb.

# 1.2 The Policy

The Policy sets out the Policy terms and conditions. The precise coverage given will be subject to the terms, conditions and exclusions set out in the Policy and Your Coverage Summary.

The Policy is issued by Chubb Insurance Australia Limited ABN 23 001 642 020 AFSL 239687.

Our website can be visited at <u>www.chubb.com/au</u>.

This PDS is dated 31 December 2024.

# **1.3** Choice of insurance

This insurance is not compulsory and can be obtained from an insurer of Your choice. There is no obligation upon You to obtain the Policy from Chubb. You are completely free to obtain cover from the insurance provider that better suits Your needs. If You are uncertain about this, please contact Jewellers Loop directly.

# **1.4** Significant features and benefits

The Policy provides a number of significant features and benefits which are subject to terms, conditions and exclusions. It is important that You read the Policy carefully and that You understand the extent of the cover Chubb offers. Before Chubb will pay a claim, You must meet the requirements for making a claim which are explained in section 1.10 of this PDS and in section 3.7.23 of the Policy.

The Policy cover is described below. The Policy cover is subject to the terms, conditions and exclusions stated in the Policy.

Your Policy gives You cover against physical loss or damage to Your Valuable Article identified in Your Coverage Summary anywhere in the world.

# 1.5 Exclusions

A number of exclusions apply to the Policy and all of them are important. It is important that You carefully read and are aware of them. They can be found in section 3.6 of the Policy.

# **1.6 Cost of the Policy**

The cost of Your Policy is the total premium due as detailed on the Coverage Summary issued to You. It is made up of Your premium plus any applicable government taxes and charges. In some instances, in the first Policy Period the cost of Your Policy may be pre-paid and not Your responsibility. For each renewal at the end of the first Policy Period, the cost of Your Policy is Your responsibility. If You do not pay, We will not renew Your Policy and You will no longer have insurance for Your Valuable Article with Us.

Upon renewal the premium payable will be determined by a number of factors, including:

- Sum Insured
- safety measures protecting the Valuable Article
- location

The premium payable upon any future renewal may be increased by a lack of adequate safety measures, Sum Insured and claims history.

Prior to the expiration of Your insurance contract, a renewal notice will be forwarded to You. Confirmation of Your intent to renew Your insurance together with the premium payable should be returned to Our Representative.

# 1.7 Deductible

If You make a claim under Your Policy, You may be required to pay a Deductible.

For example, if You have a loss involving damage to Your Valuable Article to the value of \$1,000 and You are subject to a deductible of \$100, then We will pay You \$900.

# **Important Information**

# **1.8 Cancelling Your Policy before the due date**

If You have paid the Policy premium, You may cancel this Policy at any time by returning it to Us or Our Representative or notifying them in advance of the future date that the cancellation is to take effect. We may only cancel this Policy or any part of it under the conditions set out in section 3.7.6 of the Policy.

# **1.9** Return of premium if Your Policy is cancelled before the due date

If either You or We cancel the Policy, Chubb will refund any unearned premium on the effective date of cancellation, or as soon as possible afterwards. The unearned premium will be computed pro rata for the unexpired term of the Policy.

# 1.10 How to make a claim

Please contact Jewellers Loop on O2 9234 0555 or email them at <u>claims@jewelcover</u>. <u>com.au</u>. They can submit the claim on Your behalf or You can contact Chubb directly at the office closest to you. Full details of what You must do for Us to consider Your claim are provided in section 3.7.23 of Your Policy.

# **1.11** Cooling off period

You have 14 days to consider the information contained in Your Policy. This is Your cooling off period. This does not apply on renewal. To exercise this right, You must notify Jewellers Loop in writing or electronically within 14 days from the date Your Policy takes effect.

# 1.12 Change of personal details

If You have changed Your address or require any other personal details to be altered, please advise Jewellers Loop.

# 1.13 Duty of Disclosure

#### 1.13.1 Your Duty of Disclosure

Before You enter into this contract of insurance, You have a duty of disclosure under the *Insurance Contracts Act 1984* (Cth).

The duty applies until We first agree to insure You, and where relevant, until We agree to any subsequent variation, extension, reinstatement or renewal (as applicable).

#### **1.13.2** A consumer insurance contract

This policy is a 'consumer insurance contract' as it is, wholly or predominantly, for personal, domestic or household purposes.

#### 1.13.3 Answering Our questions

In all cases, if We ask You questions that are relevant to Our decision to insure You and on what terms, You have a duty to take reasonable care not to make a misrepresentation when answering the questions.

It is important that You understand You are answering Our questions in this way for Yourself and anyone else that You want to be covered by the contract.

#### 1.13.4 Variations, extensions and reinstatements

For variations, extensions and reinstatements, You have a duty to take reasonable care not to make a misrepresentation when answering the questions.

#### 1.13.5 Renewal

Where We offer renewal, We may, in addition to or instead of asking specific questions, give You a copy of anything You have previously told Us and ask You to tell Us if it has changed. If We do this, You must tell Us about any change or tell Us that there is no change.

If You do not tell Us about a change to something You have previously told Us, You will be taken to have told Us that there is no change.

#### 1.13.6 What You do not need to tell Us

You do not need to tell Us anything that:

- reduces the risk We insure You for; or
- is common knowledge; or
- We know or should know as an insurer; or
- We waive Your duty to tell Us about.

#### 1.13.7 If You do not tell Us something

If You do not tell Us anything You are required to tell Us, We may cancel Your contract or reduce the amount We will pay You if You make a claim, or both.

If Your failure to tell Us is fraudulent, We may refuse to pay a claim and treat the contract as if it never existed.

#### 1.14 Privacy Statement

In this Statement "We", "Our" and "Us" means Chubb Insurance Australia Limited (Chubb).

"You" and "Your" refers to Our customers and prospective customers as well as those who use <u>Our website</u>.

This Statement is a summary of Our Privacy Policy and provides an overview of how We collect, disclose and handle Your Personal Information. Our Privacy Policy may change from time to time and where this occurs, the updated Privacy Policy will be posted to Our website.

Chubb is committed to protecting Your privacy. Chubb collects, uses and retains Your Personal Information in accordance with the requirement of the *Privacy Act 1988 (Cth)* and the Australian Privacy Principles (APPs), as amended or replaced from time-to-time.

#### 1.14.1 Why We collect Your Personal Information

The primary purpose for Our collection and use of Your Personal Information is to enable Us to provide insurance services to You.

Sometimes, We may use Your Personal Information for Our marketing campaigns

and research, in relation to new products, services or information that may be of interest to You.

#### 1.14.2 How We obtain Your Personal Information

We collect Your Personal Information (which may include sensitive information) at various points including, but not limited to, when You are applying for, changing or renewing an insurance policy with Us or when We are processing a claim. Personal Information is usually obtained directly from You, but sometimes via a third party such an insurance intermediary or Your employer (e.g. in the case of a group insurance policy). Please refer to Our Privacy Policy for further details.

When information is provided to Us via a third party We use that information on the basis that You have consented or would reasonably expect Us to collect Your Personal Information in this way. We take reasonable steps to ensure that You have been made aware of how We handle Your Personal Information.

#### 1.14.3 When do We disclose Your Personal Information?

We may disclose the information We collect to third parties, including:

- the policyholder (where the insured person is not the policyholder, i.e. group policies);
- service providers engaged by Us to carry out certain business activities on Our behalf (such as claims assessors, call centres in Australia, online marketing agency, etc);
- intermediaries and service providers engaged by You (such as current or previous brokers, travel agencies and airlines);
- government agencies (where We are required to by law);
- other entities within the Chubb group of companies such as the regional head offices of Chubb located in Singapore, UK or USA (Chubb Group of Companies); and
- third parties with whom We (or the Chubb Group of Companies) have subcontracted to provide a specific service for Us, which may be located outside of Australia (such as in the Philippines or USA). These entities and their locations may change from time-to-time. Please contact Us, if You would like a full list of the countries in which these third parties are located.

In the circumstances where We disclose Personal Information to the Chubb Group of Companies, third parties or third parties outside Australia We take steps to protect Personal Information against unauthorised disclosure, misuse or loss.

#### 1.14.4 Your decision to provide Your Personal Information

In dealing with Us, You agree to Us using and disclosing Your Personal Information, which will be stored, used and disclosed by Us as set out in this Privacy Statement and Our Privacy Policy.

#### 1.14.5 Access to and correction of Your Personal Information

Please contact Our customer relations team on 1800 815 675 or email <u>CustomerService.AUNZ@chubb.com</u> if You would like:

- a copy of Our Privacy Policy, or
- to cease to receive marketing offers from Us or persons with whom We have an association.

To request access to, update or correct Your Personal Information held by Chubb, please complete this <u>Personal Information request form</u> and return to:

Email:CustomerService.AUNZ@chubb.comFax:+ 61 2 9335 3467Address:GPO Box 4907 Sydney NSW 2001

#### 1.14.6 How to make a complaint

If You have a complaint or would like more information about how We manage Your Personal Information, please review Our Privacy Policy for more details, or contact:

Privacy Officer Chubb Insurance Australia Limited GPO Box 4907 Sydney NSW 2001 +61 2 9335 3200 Privacy.AU@chubb.com

# 1.15 General Insurance Code of Practice

We are a signatory to the General Insurance Code of Practice (the Code). The objectives of the Code are to further raise standards of service and promote consumer confidence in the general insurance industry. Further information about the Code and Your rights under it is available at www.codeofpractice.com.au and on request. As a signatory to the Code, We are bound to comply with its terms. As part of Our obligations under Parts 9 and 10 of the Code, Chubb has a Customers Experiencing Vulnerability & Family Violence Policy (Part 9) and a Financial Hardship Policy (Part 10).

# **1.16** Financial Claims Scheme

We are an insurance company authorised under the *Insurance Act 1973* (Cth) (Insurance Act) to carry on general insurance business in Australia by the Australian Prudential Regulation Authority (APRA) and are subject to the prudential requirements of the Insurance Act.

The Insurance Act is designed to ensure that, under all reasonable circumstances, financial promises made by Us are met within a stable, efficient and competitive financial system.

Because of this We are exempted from the requirement to meet the compensation arrangements Australian financial services licensees must have in place to compensate retail clients for loss or damage suffered because of breaches by the licensee or its representatives of Chapter 7 of the *Corporations Act 2001* (Cth). We have compensation arrangements in place that are in accordance with the Insurance Act.

In the unlikely event that We were to become insolvent and were unable to meet Our obligations under the Policy, a person entitled to claim may be entitled to payment under the Financial Claims Scheme. Access to the Scheme is subject to eligibility criteria.

Please refer to <u>https://www.fcs.gov.au</u> for more information.

# 1.17 Complaints and Dispute Resolution

We understand that You could be dissatisfied with Our organisation, Our products and services, or the complaints handling process itself. We take all Our customer's concerns seriously and have detailed below the complaints process that You can access.

#### 1.17.1 Complaints and Customer Resolution Service

#### **Contact Details**

If You are dissatisfied with any aspect of Your relationship with Chubb including Our products or services and wish to make a complaint, please contact Our Complaints and Customer Resolution Service (CCR Service) by post, phone, fax, or email (as below):

Complaints and Customer Resolution Service Chubb Insurance Australia Limited GPO Box 4065 Sydney NSW 2001 P +61 2 9335 3200 F +61 2 9335 3411 E complaints.AU@chubb.com

Our CCR Service is committed to reviewing complaints objectively, fairly and efficiently.

#### Process

Please provide Us with Your claim or policy number (if applicable) and as much information as You can about the reason for Your complaint.

#### Our response

We will acknowledge receipt of Our complaint within one (1) business day of receiving it from You.

We will investigate Your complaint and keep You informed of the progress of Our investigation at least every ten (10) business days and will make a decision in relation to Your complaint in writing within thirty (30) calendar days. If We are unable to make this decision within this timeframe, We will provide You with a reason for the delay and advise of Your right to take Your complaint to the Australian Financial Complaints Authority (AFCA) as detailed below, subject to its Rules. If Your complaint falls outside the AFCA Rules, You can seek independent legal advice or access any other external dispute resolution options that may be available to you.

To the extent allowable at law, if You request copies of the information We relied on to make a decision about Your complaint, We must provide it within ten (10) business days of Your request. Please see the General Insurance Code of Practice 2020 (codeofpractice.com.au) or contact Us for further details.

Please note that if We have resolved Your complaint to Your satisfaction by the end of the fifth (5th) business day after We have received it, and You have not requested that We provide You a response in writing, We are not required to provide a written response. However, this exemption does not apply to complaints regarding a declined claim, the value of a claim, or about financial hardship.

#### 1.17.2 External Dispute Resolution

If You are dissatisfied with Our complaint determination, or We are unable to resolve Your complaint to Your satisfaction within thirty (30) days, You may refer Your complaint to AFCA, subject to its Rules.

AFCA is an independent external dispute resolution scheme approved by the Australian Securities and Investments Commission (ASIC). We are a member of this scheme and We agree to be bound by its determinations about a dispute. AFCA provides fair and independent financial services complaint resolution that is free to consumers.

You may contact AFCA at any time at:

Australian Financial Complaints Authority GPO Box 3 Melbourne VIC 3001 P 1800 931 678 (free call) F +61 3 9613 6399 E info@afca.org.au W www.afca.org.au

Time limits may apply to complain to AFCA and so You should act promptly or otherwise consult the AFCA website to find out if or when the time limit relevant to Your circumstances expires.

# 1.18 Updating Our PDS

There are circumstances in which We may need to update this PDS. These could include correcting an error within the Policy, or amending the Policy to comply with updated legal and regulatory requirements. If We need to update this PDS, We will provide You with a new or supplementary PDS, together with a notice identifying the changes.

# **1.19** Insurance Council of Australia

Where We cannot provide You with insurance cover, We will refer You to the Insurance Council of Australia (the ICA) for information about alternative insurance options (unless You already have someone acting on Your behalf). The ICA has established a referral service called 'Find an Insurer'. Information on finding alternative insurers can be found at www.findaninsurer.com.au.



# 2. JewelCover - Financial Services Guide

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# 2. Financial Services Guide

The insurance is issued by Chubb Insurance Australia Limited, ABN 23 001 642 020 ("Chubb"). Australian Financial Services (AFS) Licence No 239687.

Website: www.chubb.com/au

#### **Contact Details:**

Chubb Insurance Australia Limited Grosvenor Place, Level 38, 225 George Street, Sydney NSW 2000

Phone: 02 9335 3200 Email: <u>CustomerService.AUNZ@chubb.com</u>

This Financial Services Guide (FSG) is designed to assist You in deciding whether to use any of the services offered by Chubb that are listed in this FSG.

This FSG contains information about the remuneration that may be paid to Jewellers Loop, Chubb and other relevant persons in relation to the services offered.

Jewellers Loop is required by law to provide an FSG when providing general financial product advice to retail clients. Jewellers Loop has obtained authority to provide general financial product advice.

General financial product advice is financial product advice that means a recommendation or a statement of opinion, or a report of either of those things, that:

- is intended to influence a person or persons in making a decision in relation to a particular financial product or class of financial products, or an interest in a particular financial product or class of financial products; or
- could reasonably be regarded as being intended to have such an influence.

# 2.1 Financial services provided by Chubb

Under its AFS Licence, Chubb is authorised to provide financial services in respect of General Insurance Products.

# 2.2 Relationship with other parties

JewelCover is the trading name under which jewellery insurance is administered by Jewellers Loop Pty Ltd (ABN 47 110 767 087; AFSL 556525) ("Jewellers Loop"). It is authorised to arrange this insurance on behalf of Chubb under a binding authority.

Jewellers Loop does not act on Your behalf.

Jewellers Loop holds a binding authority from Chubb to arrange, enter into and distribute insurance on behalf of Chubb, and Jewellers Loop is authorised to provide claims handling services on behalf of Chubb. Jewellers Loop provides general advice on its own behalf and not on behalf of Chubb.

Jewellers Loop can be contacted at: Level 10, 61–63 Market Street, Sydney NSW 2000 Phone: 02 9234 0555 Website: www.jewelcover.com.au Email: info@jewelcover.com.au

Jewellers Loop is referred to in the policy wording as "Our Representative".

Chubb is a body corporate that is authorised to carry on insurance business under the *Insurance Contracts Act 1973* (Cth).

# 2.3 Remuneration paid to Chubb

Chubb is paid premium for the provision of insurance products.

# 2.4 Remuneration paid to Jewellers Loop

Remuneration may include commissions and profit share received from Chubb when premiums are paid and remitted to Chubb.

# 2.5 Remuneration paid to jewellers

Remuneration may include referral fees, rewards or administration fees received from Jewellers Loop. Please ask Jewellers Loop for more information about this should You wish.

# 3. JewelCover - Policy Wording

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# 3.1 Introduction

This is Your Chubb Policy. Together with Your Coverage Summary it explains Your cover and other conditions of Your Policy in detail.

This Policy is a contract between You and Us. Please **READ Your POLICY CAREFULLY** and keep it in a safe place.

# 3.2 Agreement

We agree to provide the insurance described in this Policy in return for Your premium and compliance with all the Policy conditions. On any renewal of this Policy, We may offer to provide renewal insurance to You as described in this policy in return for Your payment of any new or additional premium and Your compliance with all the Policy conditions.

# 3.3 Policy Definitions

In this Policy, We use words in their plain English meaning. Words with special meanings are defined here:

Business means any full or part-time employment, trade, occupation or profession.

Coverage Summary means the most recent Coverage Summary We issued to You.

**Covered Loss** means the physical loss or damage to Your Valuable Article, subject to the terms, conditions and exclusions in this Policy.

**Deductible** means that amount We will subtract from any Covered Loss We pay. This is the amount You contribute towards any claim.

**Mould** means fungi, mould, mould spores, mycotoxins, and the scents and other byproducts of any of these.

**Market Value** means the amount to replace Your Valuable Article with a like for like replacement from Your original supplier or similar supplier as deemed by Us, without any deduction for depreciation, based on the current market conditions at the time of policy inception or renewal.

**Nominated Value** means the amount as specified by You and agreed to by Us that is less than the Market Value recommended by Us for the Valuable Article.

**Occurrence** means a loss or accident or damage or a series of losses, accidents or damages arising out of any one event to which this insurance applies occurring within the Policy Period, irrespective of the number of claims. Continuous or repeated exposure to substantially the same general conditions unless excluded is considered to be one Occurrence.

**Our Representative** means Jewellers Loop Pty Limited (ABN 47 110 767 087; AFSL 556525).

**Policy** means this entire Chubb Policy and the Coverage Summary as provided in this document.



Policy Period means the period of cover shown in Your most recent Coverage Summary.

**Sum Insured** means the amount shown as the Sum Insured as on Your Coverage Summary and may be either the Market Value or Nominated Value as agreed by Us.

Valuable Article means the article for which a Sum Insured is shown in Your Coverage Summary.

We, Our and Us means Chubb Insurance Australia Limited (ABN 23 001 642 020; AFSL number 239687).

You and Your means the person named in the Coverage Summary and a spouse (legal or defacto) who lives with that person or a person to whom You have given the Valuable Article as a gift who is an immediate family member or who ordinarily resides with You.

# 3.4 Valuable Article Coverage

This Policy provides You with coverage against physical loss or damage to Your Valuable Article anywhere in the world subject to the terms, conditions and exclusions stated in the Policy.

Exclusions to this coverage are described in section 3.6.

#### 3.5 Payment of a Loss

#### 3.5.1 Amount of Coverage

The Sum Insured is shown in Your Coverage Summary. To reduce the possibility of being underinsured, You should periodically review Your Sum Insured for Your Valuable Article.

#### Market Value or Nominated Value

Your Sum Insured is ordinarily the Market Value of Your Valuable Article. In certain circumstances, You may elect and We may agree to insure Your Valuable Article at a Nominated Value. This will be shown on Your Coverage Summary. There are important differences in the payment basis that are outlined below.

#### **Market Value Payment Basis**

For a Covered Loss to Your Valuable Article that is insured at Market Value, We will pay as follows:

- In the event of damage to Your Valuable Article We will repair Your Valuable Article up to the Sum Insured for that Valuable Article. Where possible We will use Your original or preferred supplier.
- In the event of loss, theft or total destruction of Your Valuable Article, We will pay up to the Sum Insured for that Valuable Article. Where possible We will use Your original or preferred supplier.
- Where the cost of repair or replacement exceeds the Sum Insured, and You have insured Your Valuable Article for Market Value, We will pay up to 125%

of the Sum Insured (up to a maximum of \$50,000 above the Sum Insured) to repair or replace the Valuable Article, less any Deductible.

- If We are unable to repair or replace Your Valuable Article, We will offer You a cash settlement up to Your Sum Insured, less the Deductible.
- If We replace Your Valuable Article or pay a cash settlement and You are still in possession of the original Valuable Article, that original Valuable Article will become Our property.

#### **Nominated Value Payment Basis**

For a Covered Loss to Your Valuable Article that is insured at Nominated Value, We will pay as follows:

- In the event of damage to Your Valuable Article, We will repair Your Valuable Article up to the Sum Insured for that Valuable Article. Where possible We will use Your original or preferred supplier.
- In the event of loss, theft, or total destruction of Your Valuable Article, We will pay up to the Sum Insured for that Valuable Article. Where possible We will use Your original or preferred supplier.
- If We replace Your Valuable Article and You are still in possession of the original Valuable Article, that original Valuable Article will become Our property.

#### **3.5.2** Pairs, sets and parts

For a Covered Loss to part of a pair or set, or to part of a larger unit: If You agree to surrender the undamaged part of the pair, set or unit to Us, We will replace the entire pair, set or unit, subject to the applicable Sum Insured for that pair, set or unit. If We cannot replace the Valuable Article We will offer a cash payment to settle Your loss.

#### 3.5.3 Deductible

A Deductible listed in the Coverage Summary applies to each and every Covered Loss.

#### 3.5.4 Carrier and bailees

This Policy provides You with coverage against physical loss or damage to Your Valuable Article while it is in transit in the custody of a carrier or bailee but only to the extent of any loss that You cannot recover from the carrier or bailee. If Your Valuable Article is lost or damaged while in the custody of a carrier or bailee, You must take reasonable steps to recover Your loss from that carrier or bailee before making a claim under this Policy.

# **3.6 Policy Exclusions**

These exclusions apply to Your Policy. The words "caused by" mean any loss that is contributed to, made worse by, or in anyway results from that peril.

#### 3.6.1 Acts of war

We do not cover any loss caused by war, undeclared war, civil war, insurrection, rebellion, revolution, war like acts by a military force or personnel, any action taken in hindering or defending against any of these, the destruction or seizure of property for a military purpose, or any consequences of any of these acts, regardless of any other direct or indirect cause or event, whether covered or not, contributing in any sequence to the loss. If any act that is within this exclusion involves nuclear reaction, radiation, or radioactive contamination, this Acts of war exclusion supersedes the nuclear, biological, chemical or radiation hazard exclusion.

#### 3.6.2 Business property

We do not cover any loss or damage to Business property.

#### 3.6.3 Cleaning and renovations

We do not cover any loss or damage caused by the process of cleaning, repairing, refinishing, dyeing, alteration, restoration or renovating.

#### 3.6.4 Confiscation

We do not cover any loss or damage caused by the confiscation, destruction or seizure of Your Valuable Article by any government or public authority.

#### 3.6.5 Fungi and Mould

We do not provide coverage for the presence of Mould, however caused, or any loss caused by mould. But We do cover Mould resulting from fire or lightning unless another exclusion applies.

#### 3.6.6 Inherent vice and breakdown

We do not cover any loss caused by inherent vice, latent defect or mechanical breakdown.

#### 3.6.7 Intentional acts

We do not cover any loss caused intentionally by a person named in the Coverage Summary, that person's spouse, a family member or a person who lives with You. We also do not cover any loss caused intentionally by a person directed by a person named in the Coverage Summary, that person's spouse, a family member or a person who lives with You. But We do provide coverage for You or a family member who is not directly or indirectly responsible for causing the intentional loss. An intentional act is one whose consequences could have been foreseen by a reasonable person. However, this exclusion shall not apply when the loss is caused by an intentional act committed for the purpose of preventing personal injury or property damage or eliminating danger to persons or property.

#### 3.6.8 Misappropriation

We do not cover any loss or damage caused by the taking or other misappropriation of Your Valuable Article from You by Your spouse or by another family relative. But We do cover loss or damage caused by a domestic worker.

#### 3.6.9 Nuclear, biological, chemical or radiation hazard

We do not cover any loss caused by nuclear reaction, radiation, or biological, chemical, radioactive contamination, regardless of how it was caused. We do insure subsequent Covered Loss due to fire resulting from a nuclear reaction unless another exclusion applies.

#### 3.6.10 Wear and tear

We do not cover any loss caused by wear and tear, gradual deterioration, fading, rust, corrosion, bacteria, dry or wet rot, warping, insects or vermin. We do insure subsequent Covered Loss unless another exclusion applies.

# 3.7 Policy Conditions

These conditions apply to Your Policy in general. You must comply with the following conditions for cover to apply:

#### 3.7.1 Abandoning Your Valuable Article

You cannot abandon any Valuable Article to Us unless We agree to accept it, or to a third party unless We agree.

#### 3.7.2 Application of coverage

Coverage applies separately to each covered person. However, this provision does not increase the amount of coverage for any one Occurrence.

#### 3.7.3 Assignment

You cannot transfer Your interest in this Policy to anyone else unless We agree in writing to the transfer.

#### 3.7.4 Assistance

You must provide Us with all available information that is in Your possession and that We reasonably request.

#### 3.7.5 Bankruptcy or insolvency

We will meet all Our obligations under this Policy regardless of whether You, Your estate, or anyone else or their estate becomes bankrupt or insolvent.

#### 3.7.6 Cancelling Your Policy

This Policy may be cancelled by You at any time by giving Us notice in writing of the future date the cancellation is to take effect. There are circumstances in which We may cancel this Policy, including non-payment of Your Policy premium, non-disclosure of information reasonably requested by Us, and fraud. Any Policy cancellation will be in accordance with the *Insurance Contracts Act 1984* (Cth). If We do cancel Your Policy, We will provide You with specific details as to why Your Policy is being cancelled. Should We or You cancel Your Policy, We shall retain a pro rata proportion of the premium for the time the Policy has been in force.

#### Refund

In the event of cancellation by You or by Us, We will refund premium based on the effective date of cancellation or as soon as possible afterwards. Any returned premium will be calculated on a pro-rata basis relating to the time the Policy was in place and will depend upon any claims made by You. However, We will not refund any premium in the event We have paid a claim for a lost or totally destroyed Valuable Article.

#### 3.7.7 Claims Nominated Value

Where Nominated Value is selected, in the event of a claim and the Market Value exceeds the Sum Insured, You have the option of replacing the item by paying the difference between the Nominated value and the Market Value or replacing the item with another Jewellery item up to the Nominated Value.

#### 3.7.8 Concealment or fraud

We do not provide cover if You or any one acting on Your behalf has concealed or misrepresented any material fact relating to this Policy before or after inception of Your Policy.

#### 3.7.9 Conforming to State law

If any provision of this Policy conflicts with the laws of the state You live in, this Policy is amended to conform to those laws.

#### 3.7.10 Conforming to trade sanction laws

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit Us from providing insurance, including, but not limited to, the payment of claims. All other terms and conditions of the Policy remain unchanged. Chubb is a subsidiary of a U.S. company and Chubb Limited, a NYSE listed company. Consequently, Chubb is subject to certain U.S. laws and regulations [in addition to EU, UN and national sanctions restrictions] which may prohibit it from providing cover or paying claims to certain individuals or entities or insuring certain types of activities related to certain countries such as but not limited to Iran, Syria, North Korea, North Sudan, Crimea and Cuba.

#### 3.7.11 Disclosure reminder

We would remind You that You must comply with the requirements of the Duty of Disclosure as outlined in section 1.13. Otherwise, You may not receive any benefit from Your Policy.

#### 3.7.12 Examination under oath

We have the right to examine You under oath. We may also ask You to give Us a signed description of the circumstances surrounding a loss and Your or their interest in it, and to produce all records and documents We request and permit Us to make copies.

#### 3.7.13 Insurable interest

We will not pay for any loss to a Valuable Article in which You do not have an insurable interest at the time of the loss. If more than one person has an insurable interest in a covered Valuable Article, We will not pay for an amount greater than Your interest, up to the Sum Insured that applies.

#### 3.7.14 Maintenance

You must maintain Your Valuable Article in a good state of repair and You must repair any partial loss or damage to Your Valuable Article.

#### 3.7.15 Non renewal

If We decline to renew all or part of this Policy, Our Representative will send You a written notice of non renewal at least 14 days before the end of the Policy Period.

#### 3.7.16 Other insurance

If You are, or may be, entitled to indemnity under any other insurance policy, when making a claim under this Policy, You must provide Us with details of that other insurance policy including the name of the insurer and the policy number.

#### 3.7.17 Policy changes

This Policy can be changed only by a written amendment that only We can issue.

#### 3.7.18 Policy Period

The effective dates of Your Policy are shown in the Coverage Summary. Those dates begin and end at 4:00pm Australian Eastern Standard Time.

The coverage on this Policy applies only to Occurrences that take place during the Policy Period as specified in Your Coverage Summary.

#### 3.7.19 Recoveries

If We pay for a Covered Loss to a Valuable Article and We recover that Valuable Article, We agree to offer You an opportunity to buy it back. We will offer it to You at no higher an amount than We paid to You for that Valuable Article.

#### 3.7.20 Renewals

We may offer to continue this Policy for renewal periods, at the premiums and under the Policy provisions in effect at the date of renewal. We can do this by mailing and/ or emailing You a bill for the premium to Your address, along with any changes in the Policy provisions or Sums Insured.

You may accept Our offer by paying the required premium on or before the starting date of each renewal period.

If You have requested to have Your Policy automatically renewed, We will automatically renew Your Policy at the end of each Policy Period by notifying You 28 days in advance of the upcoming renewal Policy details (including Sum Insured and premium) and charging the applicable premium to Your nominated account or credit card. You can opt out of having Your Policy automatically renewed at any time by sending an email to <u>info@jewelcover.com.au</u> or by calling Our Representative on 02 9234 0555.

#### 3.7.21 Salvage

When We pay for a Covered Loss to a Valuable Article, the lost or damaged Valuable Article becomes Our property.

#### 3.7.22 Subrogation

In the event of any payment under this Policy, We will be subrogated to all Your rights of recovery against any person or organisation and You shall execute and deliver any appropriate instruments and papers and do whatever else is necessary to secure such rights. Any amount so recovered shall be applied in accordance with the provisions of s.67 of the *Insurance Contracts Act 1984* 

#### 3.7.23 Your duties after a loss

If You have a loss this Policy may cover, You must perform these duties:

#### Notification

You must notify Us or Our Representative of Your loss as soon as practical. In case of theft, You must also notify the police or similar competent authority.

#### Protect the item

You must protect Your Valuable Article from further loss or damage, wherever possible.

#### Display the item

You must show Us the damaged Valuable Article when We reasonably request.

#### Proof of loss

You must submit to Us or Our Representative within 60 days after a request Your signed, sworn proof of loss providing all information and documentation requested such as the cause of loss, receipts and other similar records.

PLD / QR PDS 12-24



# We're Here to Help

Q 02 9234 0555

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