

# Jewellers Loop Privacy Statement

Jewellers Loop Pty Limited, ABN 47 110 767 087 (“Jewellers Loop”), trading as JewelCover, administers and arranges jewellery insurance policies on behalf of the insurer, Chubb Insurance Australia Limited, ABN 23 001 642 020 (“Chubb”), AFS Licence No 239687. Jewellers Loop has been appointed as an Authorised Representative of Chubb (AR number 295163).

## 1. Definitions in this Policy

In this Policy “We”, “Our” and “Us” means Jewellers Loop. “You” and “Your” refers to Our customers and prospective customers as well as those who use Our website.

### What is Personal Information?

Personal Information is defined in the Privacy Act 1988 (Cth) and is essentially information or an opinion about an identified individual, or an individual who is reasonably identifiable, whether the information or opinion is true or not and whether recorded in a material form or not.

Personal Information includes sensitive information which can include information or an opinion about a person’s:

- a) racial or ethnic origin;
- b) trade or professional association or a trade union;
- c) criminal record;
- d) health/medical, genetic or biometric information or templates.

## 2. Our Commitment

We value Our partners and Our customers’ trust in Us and We are committed to maintaining the confidentiality and privacy of Your Personal Information. This Policy details how We collect, disclose and handle Your Personal Information in accordance with the requirements of the Privacy Act 1988 (Cth) and the Australian Privacy Principles (APPs).

## 3. Your Consent

In dealing with Us, You agree to Us using and disclosing Your Personal Information in accordance with this Policy. This consent remains valid unless You alter or revoke it by giving written notice to Us. However, should You choose to withdraw Your consent, it is important for You to understand that this may mean We may not be able to provide You with Our insurance products and services, or to respond to Your claim.

### Anonymity and pseudonymity

Where possible, You have the option of interacting with Us anonymously or using a pseudonym. For example, You may use some of Our online facilities without having to reveal any Personal Information. However, it will generally be impracticable for You to deal with Us anonymously or use a pseudonym if You wish to use Our services or have Us arrange an insurance product for You.

## 4. Keeping Our Policy up to date

Our Policy may change from time to time and where this occurs, the updated Policy will be posted to Our website.

## 5. Why We collect Your Personal Information?

In the course of providing insurance products and processing insurance claims, We may

Generally, We collect Your Personal Information for the following reasons:

- a) maintaining and administering Our insurance products and services (for example: processing requests for insurance quotes, applications for insurance, underwriting and pricing policies, issuing You with a policy, managing claims, complaints handling, processing payments etc);
  - b) marketing services and products provided by Us or those We have an association with, that might be of interest to You (for example: direct marketing);
  - c) improving our services and products (for example: training and development of Our representatives, product and service research, data analysis and business strategy development etc);
  - d) to gather data about the usage of Our website, products, applications and other platforms for research, marketing, product development and other purposes (for example: the data may be used to enhance user experience so that You do not have to provide certain information every time You return to Our website).
- f) information relevant to Our products or services;
  - g) other information such as Your opinions, statements and endorsements collected from You or through surveys and questionnaires that You've completed through third parties engaged by Us; and
  - h) any relevant payment or billing information, such as bank account details, direct debit and credit card details or premium funding and insurance payment arrangements.

## 6. The Types of Personal Information that We collect

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The Personal Information We collect and hold depends on the type of product and/or service sought, but generally includes:

- a) contact information (for example: Your name, address details, contact numbers, email address etc);
- b) details relating to Your employment and employment history;
- c) Your date of birth;
- d) Your financial situation;
- e) Your prior insurance history;

We are likely to collect sensitive information about You when determining Your eligibility for insurance cover, providing You with a quote for an insurance policy, updating an insurance policy or administering a claim under an insurance policy. The type of sensitive information We are likely to collect can include details of Your criminal record.

## 7. How We collect Your Personal Information

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### Directly

We collect Your Personal Information from You in various ways and at various points of interaction with Us, such as when you apply for one of Our products or services or make a claim. We will collect Your Personal Information via Our website or partner websites, Our mobile phone applications, by telephone, facsimile or email, when you enter a competition or voluntarily participate in a survey or when you provide us with information (such as on an application form or claim form).

We will generally collect Your Personal Information directly from You except when it is unreasonable or impracticable for Us to do so, or as otherwise provided under this Privacy Policy.

### Indirectly

In so far as they relate to Our services and activities, We may collect Personal Information about You indirectly from other parties that are

relevant to our business, a policy or claim, such as:

- a) insurance intermediaries and service providers engaged by Us or a third party who partners with Us, including Our distributors, brokers, referrers including clubs, associations, member loyalty or rewards program providers and other relevant organisations;
- b) policyholders or others who are authorised or noted on the policy as having a legal interest in it (such as Your employer, in the case of group policies);
- c) family members, agents or anyone else You have authorised to deal with Us on Your behalf;
- d) the Financial Ombudsman Service or other external dispute resolution bodies;
- e) witnesses in relation to claims;
- f) partner websites;
- g) Our partners' mobile phone applications;

### **Our website**

By using Our website, You also agree to Our Terms of Use and acknowledge that We may use cookies to provide a number of services to you. Cookies are text files which are stored on Your computer so that each time You visit a web page, Your IP address and the name of the website You visited is recorded. The next time You visit the same web site, the text file communicates that You have been there before and the website may tailor the content, such as pop ups, to You. Third parties, including Facebook, may use cookies, web beacons, and other storage technologies to collect or receive information from Jewellers Loop websites and apps and elsewhere on the internet and use that information to provide measurement services and target advertisements to you.

### **Your cookie choices**

You can enable or disable cookies by adjusting

your browser settings. This allows you to reject the placement of all cookies (except strictly necessary cookies). You can also delete cookies which have already been placed on your device.

Please remember that disabling or deleting some or all cookies may prevent some web services (including on this website) from functioning correctly, and may lead to a less smooth or less personalised browsing experience.

You should visit the “Help” section of your browser for how to manage your cookie settings. For further general information on cookies and more detailed advice on how to disable and enable them please go to <http://www.allaboutcookies.org>.

### **Opting-out of third party ad networks**

You may opt out of many third-party ad networks. For example, you may go to the Digital Advertising Alliance (“DAA”) Consumer Choice Page for information about opting out of interest-based advertising and their choices regarding having information used by DAA companies. You may also go to the Network Advertising Initiative (“NAI”) Consumer Opt-Out Page for information about opting out of interest-based advertising and their choices regarding having information used by NAI members.

Opting out from one or more companies listed on the DAA Consumer Choice Page or the NAI Consumer Opt- Out Page will opt you out from those companies' delivery of interest-based content or ads to you, but it does not mean you will no longer receive any advertising on other websites. You may continue to receive advertisements, for example, based on the particular website that you are viewing (i.e., contextually based ads). Also, if your browsers are configured to reject cookies when you opt out on the DAA or NAI websites, your opt out may not be effective. Additional information is available on the DAA's website at [www.aboutads.info](http://www.aboutads.info) or the NAI's website at [www.networkadvertising.org](http://www.networkadvertising.org).

## Third party platforms

Sometimes We use third party platforms (for example: a partner website or mobile device application) to deliver and collect information. These are platforms hosted and managed by organisations other than ourselves. Before deciding to contribute to any third party platform, You should consult the privacy policies relevant to that third party site.

## Unsolicited Personal Information

Unsolicited Personal Information can be characterised as information that We receive but have not taken active steps to collect. An example would be documents You attach to an insurance application or claim form not requested or needed by Us.

Where We receive unsolicited Personal Information, We will destroy or de-identify the information as soon as it is practicable, but only if it is lawful and reasonable to do so.

## 8. Sharing, disclosing and using Your Personal Information

We will only use Your Personal Information for the purpose it was given to us and will not share it with any other party except in accordance with this Policy and under the following circumstances:

- a) if disclosure is required by an industry body or by law or requested by a statutory, regulatory or ombudsman authority;
- b) where You have consented to the use or disclosure- which may be given expressly or may reasonably be implied by Your conduct. For example, where access to Our products has been facilitated through a third party, You consent through your actions that We may share Your information with that third party (Third parties can include a jeweller, insurance broker or referrer etc);
- c) where it is necessary for a third party to assist Us in providing Our services, provide professional advice to Us or provide additional services to You;
- d) for purposes related to: research (including market research), planning, service development, security, testing and risk management;
- e) if disclosure is required for the purpose of conducting business analysis in order to improve or promote Our products and services including direct marketing (see below).

Related and unrelated third parties to whom Your Personal Information is disclosed are required to keep the information confidential and only use it for the same purposes We are permitted to use it. This can include third parties promoting services and products provided by Us or those We have an association with, that might be of interest to You.

These third parties may also combine the Personal Information We disclose to them with information they already hold about You subject to their own privacy policy, in order to provide You with more relevant advertising about Our or their own products and services.

## Direct Marketing

We may from time to time engage in direct marketing activities to advise You about or offer You products or services that may be of interest to you. Personal Information You or an associated party have provided us will be held on file for marketing purposes until you opt out of receiving such information.

We may use or disclose Your Personal Information for direct marketing purposes if:

- a) the information has been collected from You directly;
- b) You would reasonably expect that the Personal Information would be used or disclosed for that purpose;
- c) We have provided You with a simple means by which You can easily request not to receive direct marketing communications; and
- d) You have not made such a request not to receive direct marketing communications.

Third party marketing service providers may combine the personal information We disclose to them with information they already hold about You, in order to serve You with more relevant advertising about Our products and services.

Where We have collected Your Personal Information from a third party, that Personal Information may be used or disclosed for direct marketing if:

- a) You have consented to its use or disclosure, or if it was impracticable to obtain Your consent; or
- b) You were provided with the option to opt-out of direct marketing communications or were otherwise made aware that You could make such a request; and
- c) You did not make such a request to opt-out of direct marketing communications.

If You request confirmation of the source of Your Personal Information used by Us for direct marketing purposes, We will endeavour to provide it to You within a reasonable period, unless it is impracticable or unreasonable for Us to do so.

We will not use or disclose Your sensitive information for direct marketing purposes without Your consent.

## Overseas Entities

In some circumstances, we may need to transfer Your Personal Information to third parties with whom We or Chubb have subcontracted to provide specific services for Us (such as claims handling) who are located outside Australia (such as the Philippines). 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 circumstances where We disclose Your Personal Information to third parties outside of Australia, We have contractual provisions in place requiring these entities to comply with

the requirements of the APPs in order to protect Your Personal Information against unauthorised disclosure, misuse or loss.

## 9. How We store, secure and destroy Your Personal Information

### Storage

We hold Personal Information within Our own data storage devices or with a third party provider of data storage.

### Security

We recognise that You may be concerned about the security and confidentiality of the Personal Information provided to Us. We will take such steps as are reasonable in the circumstances to protect the security of Personal Information from:

- a) misuse, interference or loss; and
- b) unauthorised access, modification or disclosure.

These steps include password protection for accessing Our electronic IT systems, securing paper files in locked cabinets and physical access restrictions.

In relation to data stored on Our own servers, We take all reasonable steps to ensure data security. In relation to data stored on third party providers of data storage, We have contractual provisions in place requiring these entities to comply with the requirements of the APPs in order to protect Your Personal Information against unauthorised disclosure, misuse or loss.

### Document Destruction

We will take such steps as are reasonable in the circumstances to destroy or de-identify Personal Information, in a secure manner, when it is no longer needed or required to be retained by law or Court/tribunal order in accordance with our internal policy and procedure.



## 10. Mandatory data breach reporting

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In accordance with Our obligations under the Privacy Amendment (Notifiable Data Breaches) Act 2017 (Cth) (Privacy Amendment Act) We will notify the Information Commissioner and You if We have reasonable grounds to believe there is an “eligible data breach”, which occurs when:

- a) there is unauthorised access to, or unauthorised disclosure of, information held by Us; or
- b) information is lost in circumstances where unauthorised access to, or unauthorised disclosure of, information is likely to occur; and
- c) a reasonable person would conclude that the access or disclosure would be likely to result in serious harm to You.

Serious harm, in this context, could include serious physical, psychological, emotional, economic and financial harm, as well as serious harm to reputation and other forms of serious harm that a reasonable person in Our position would identify as a possible outcome of the data breach.

We will undertake an assessment of the circumstances within 30 days of becoming aware of the breach to determine if the breach is likely to cause You serious harm.

If after concluding Our assessment We believe that there are reasonable grounds that the relevant circumstances amount to an eligible data breach, We will notify the Information Commissioner and You in writing as soon as practicable. The notification will include:

- a) Our identity and contact details;
- b) a description of the serious data breach;
- c) the kinds of information concerned; and
- d) recommendations about the steps that You should take in response to the serious data breach.

## Exceptions to mandatory reporting

In accordance with the exceptions provided for under the Privacy Amendment Act, We will not notify You of a data breach if:

- a) We have taken remedial action after identifying an eligible data breach and the remedial action means it’s unlikely the incident will result in serious harm to You; or
- b) the data the subject of the breach is co-held with one of Our business partners and they have already reported the breach to You and the Information Commissioner; or the Information Commissioner has granted an exemption.
- c) the Information Commissioner has granted an exemption.

## 11. Quality of Your Personal Information

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When We deal with You, We will take reasonable steps to confirm the details of the Personal Information We hold about You and ask You if there are any changes required.

The accuracy of Personal Information depends largely on the information You provide to Us, so We rely on You to:

- a. promptly inform Us of changes to Your Personal Information (such as Your name or address); and
- b. let Us know if You become aware of any errors in Your Personal Information that We hold.

## 12. Access to and correction of Your Personal Information

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Generally, You can access the Personal Information We hold about You and if required request corrections. This right is subject to some exceptions set out in the APPs.

When You seek to access or correct any Personal Information We hold about You, You should contact Us by using the contact details available on Our website. In all cases, We will need to verify Your identity before actioning any request. We will respond to a request for access or correction within a reasonable period after receipt of the request.

If We refuse to give You access or access in a manner requested by You, We will provide written reasons together with guidance on how You can make a complaint about the refusal.

If We do not agree to make the requested changes to the Personal Information held, We will provide You with Our written reasons and You will have an opportunity to provide a statement as to why the information should be changed or corrected.

Where We have previously disclosed Your Personal Information to a third party and You request Us to notify that third party of the correction, We will take reasonable steps to provide the notification, unless it is impracticable or unlawful for Us to do so.

### Cost of access and corrections

We will not usually charge for a request to access or change Your Personal Information. However, if We decide to apply a charge for providing the information, this will be limited to Our reasonable costs in locating and compiling the information.

## 13. Complaints process

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If You are not satisfied with our organisation, services, Our response to Your enquiry, or You have any concerns about Our treatment of Your Personal Information or You believe there has been a breach of this Privacy Policy, or You are not satisfied with any aspect of your relationship with Jewellers Loop and wish to make a complaint, please contact our Complaints and Customer Resolution Service (CCR Service) by post, phone, or email, (as below):

Complaints and Customer Resolution Service  
Jewellers Loop Pty Ltd

Level 10, 61-63 Market Street, Sydney NSW  
2000

Phone: 1300 522 808

Email: [info@jewelcover.com.au](mailto:info@jewelcover.com.au)

### The Complaints Process

#### 1. Lodgement:

When lodging a complaint, please provide us with your claim or policy number (if applicable) and as much information as you can about the reason for your complaint.

#### 2. Acknowledgement:

We will acknowledge receipt of your complaint in most instances within twenty four (24) hours (one business day) of receiving it from you, or otherwise as soon as practicable. Following acknowledgement and within two (2) business days of acknowledgement, we will advise you of the name and contact details of the Jewellers Loop person who will be liaising with you on your complaint.

#### 3. Assessment and Investigation:

We will investigate your complaint and keep you informed of the progress of our investigation at least every ten (10) business days.

#### 4. Response:

We 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), subject to its Rules, or to the Office of the Australian Information Commissioner (OAIC). The OAIC has the power to investigate complaints and recommend appropriate action to remedy privacy complaints. The contact details for these bodies are as follows:

Australian Financial Complaints Authority  
(AFCA)

GPO Box 3

Melbourne VIC 3001

1800 931 678

<http://www.afca.org.au/>

Office of the Australian Information  
Commissioner

GPO Box 5218

Sydney NSW 2001

1300 363 992

<https://www.oaic.gov.au/>

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 by clicking on this link Code or contact us for further details.

Please note that if we have resolved your complaint to your satisfaction by the end of the 5th (fifth) 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.

## 14. Contact Us

Jewellers Loop can be contacted at:

Level 10, 61-63 Market Street, Sydney NSW  
2000

Phone: 1300 522 808

Email: [info@jewelcover.com.au](mailto:info@jewelcover.com.au)

Website: [www.jewelcover.com.au](http://www.jewelcover.com.au)