

## Insurance Policy Details

For the purpose of the Coverage Summary and Your Policy, JewelCover is a jewellery report which is provided to You as this booklet and also stored on a secure website. Your insurance Policy takes effect as shown in the Coverage Summary when correctly activated as per the instructions on page 54-55 of this booklet.

JewelCover is issued by Jewellers Loop Pty Ltd, who act as Chubb's Authorised Representative for this insurance. As the duly authorised representative of the company, my signature validates this policy.

A handwritten signature in dark blue ink, appearing to read 'G Hicks', is positioned above the name and title of the signatory.

**Greg Hicks**

For Chubb Insurance Australia Limited

# **JewelCover Product Disclosure Statement, Financial Services Guide and Policy Wording**

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”, “We” or “Us”), AFS Licence No 239687.

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

## **How to Contact Chubb**

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

P (02) 9335 3200

F (02) 9335 3411

E [www.chubb.com/au](http://www.chubb.com/au)

JewelCover is an insurance product distributed by Jewellers Loop Pty Ltd (ABN 47 110 767 087) (“Jewellers Loop”). Jewellers Loop does not act on Your behalf. It is designated to arrange this insurance on behalf of Chubb and has been appointed as its Authorised Representative (AR number 295163).

Jewellers Loop can be contacted at Level 10, 61-63 Market Street, Sydney NSW 2000. Jewellers Loop is referred to in the rest of this document as “Our Representative”.

# Product Disclosure Statement

## 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.

## 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.

## 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.

## 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. The Policy does not provide cash settlements in the event of a claim. The Policy only provides repair or replacement cover.

Before Chubb will pay a claim, You must meet the requirements for making a claim which are explained on page 23 of this PDS and on pages 47-48 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 **JewelCover Policy** gives You cover against physical loss or damage to Your valuable article identified in Your Coverage Summary anywhere in the world.

## **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 on pages 51-53.

## **Cost of the Policy**

The cost of Your Policy is the total premium due as detailed on the confirmation advice issued by Jewellers Loop. It is made up of Your premium plus any applicable administration fee and 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.

## **Deductible**

If You make a claim under Your JewelCover 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

## 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 writing 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 on pages 49-50 of the Policy.

## 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

## Change of Personal Details

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

## How to Make a Claim

Please contact Jewellers Loop Pty Ltd on 1300 522 808 or email them at [claims@jewelcover.com.au](mailto:claims@jewelcover.com.au). 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 on pages 47-48 of Your Policy.

## 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.



# Duty of Disclosure

## Your Duty of Disclosure

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

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).

### 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 must tell Us anything that You know and that a reasonable person in the circumstances would include in 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.

### Variations, extensions and reinstatements

For variations, extensions and reinstatements, You have a broader duty to tell Us anything that You know, or could reasonably be expected to know, may affect Our decision to insure You and on what terms.

### 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.

### **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.

### **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.

# 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 Our Website.

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.

## 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, in relation to new products, services or information that may be of interest to You. If You wish to opt out of Our marketing campaigns You can contact Our customer relations team on 1800 815 675 or email [CustomerService.AUNZ@chubb.com](mailto:CustomerService.AUNZ@chubb.com).

## 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.

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

We may disclose the information We collect to third parties, including service providers engaged by Us to carry out certain business activities on Our behalf (such as claims assessors and call centres in Australia). In some circumstances, in order to provide Our services to You, We may need to transfer Your Personal Information to 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), or third parties with whom We (or the Chubb Group of Companies) have sub-contracted 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.

Where access to Our products has been facilitated through a third party (for example: insurance broker, online marketing agency etc) We may also share Your information with that third party.

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.

### **Your Consent**

In dealing with Us, You agree to Us using and disclosing Your Personal Information as set out in this Privacy Statement and Our Privacy Policy.

This consent remains valid unless You tell Us otherwise. If You wish to withdraw Your consent, including for things such as receiving information on products and offers by Us or persons We have an association with, please contact Our Privacy Officer.

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

If you'd like a copy of your Personal Information or wish to correct or update it, want to withdraw Your consent to receiving offers of products of services from Us or persons We have an association with, or You would like a copy of Our Privacy Policy, please contact Our customer relations team on 1800 815 675 or email [CustomerService.AUNZ@chubb.com](mailto:CustomerService.AUNZ@chubb.com).

To request access to, update or correct your personal information held by Chubb, please complete Our Personal Information Request Form online or download it from [www2.chubb.com/au-en/footer/privacy.aspx](http://www2.chubb.com/au-en/footer/privacy.aspx) and return to:

Email: [CustomerService.AUNZ@chubb.com](mailto:CustomerService.AUNZ@chubb.com)

Fax: + 61 2 9335 3467

Address: GPO Box 4907 Sydney NSW 2001

### **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](mailto:Privacy.AU@chubb.com).

## How to Contact Us

If you would like a copy of your personal information, or to correct or update it, please contact our customer relations team on 1800 815 675 or email

[CustomerService.AUNZ@chubb.com](mailto:CustomerService.AUNZ@chubb.com).

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 the Privacy Officer, Chubb Insurance Australia Limited, GPO Box 4907, Sydney NSW 2001, Tel: +61 2 9335 3200 or email [Privacy.AU@chubb.com](mailto:Privacy.AU@chubb.com)

## 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](http://www.codeofpractice.com.au) and on request.

## 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 <https://www.fcs.gov.au> for more information.

# Complaints & Dispute Resolution

We take the concerns of our customers very seriously and have detailed complaint handling and internal dispute resolution procedures that you can access. Please note that if we have resolved your initial complaint to your satisfaction by the end of the 5th business day after we have received it, and you have not requested that we provide you a response in writing, the following complaint handling and internal dispute resolution process does not apply. This exemption to the complaints process does not apply to complaints regarding a declined claim, the value of a claim, or about financial hardship.

## Stage 1 - Complaint Handling Procedure

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 us at:

### **The Complaints Officer**

Chubb Insurance Australia Limited

GPO Box 4065

Sydney NSW 2001

O 1800 815 675

E [Complaints.AU@chubb.com](mailto:Complaints.AU@chubb.com)

The members of our complaint handling team are trained to handle complaints fairly and efficiently.

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

We will investigate your complaint and keep you informed of the progress of our investigation. We will respond to your complaint in writing within fifteen (15) business days provided we have all necessary



information and have completed any investigation required. In cases where further information or investigation is required, we will work with you to agree reasonable alternative time frames and, if We cannot agree, you may request that your complaint is taken to Stage 2 and referred to Our internal dispute resolution team. We will otherwise keep you informed about the progress of our response at least every ten (10) business days, unless you agree otherwise.

Please note if your complaint relates to Wholesale Insurance (as defined in the General Insurance Code of Practice), we may elect to refer it straight to Stage 2 for review by our Internal Dispute Resolution team.

## **Stage 2 - Internal Dispute Resolution Procedure**

If you advise us that you wish to take your complaint to Stage 2, your complaint will be reviewed by members of our internal dispute resolution team, who are independent to our complaint handling team and are committed to reviewing disputes objectively, fairly and efficiently.

You may contact our internal dispute resolution team by phone, fax or post (as below), or email at:

### **Internal Dispute Resolution Service**

Chubb Insurance Australia Limited

GPO Box 4065

Sydney NSW 2001

O +61 2 9335 3200

F +61 2 9335 3411

E [DisputeResolution.AU@chubb.com](mailto:DisputeResolution.AU@chubb.com)

Please provide us with your claim or policy number (if applicable) and as much information as you can about the reason for your dispute.

We will keep you informed of the progress of our review of your dispute at least every ten (10) business days and will respond to your dispute in writing within fifteen (15) business days, provided we have all necessary information and have completed any investigation required. In cases where further information or investigation is required, we will work with you to agree reasonable alternative time frames. If we cannot agree, you may refer your dispute to the Australian Financial Complaints Authority (AFCA) as detailed under Stage 3 below, subject to its Rules. If your complaint or dispute 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.

### **Stage 3 – External Dispute Resolution**

If you are dissatisfied with our internal dispute determination, or we are unable to resolve your complaint or dispute to your satisfaction within forty-five (45) days, you may refer your complaint or dispute to AFCA, subject to its Rules.

AFCA is an independent external dispute resolution scheme approved by the Australian Securities and Investments Commission. 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

O 1800 931 678 (free call)

F +61 3 9613 6399

E [info@afca.org.au](mailto:info@afca.org.au)

W [www.afca.org.au](http://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.

## Updating Our PDS

We may need to update the information contained in Our PDS from time to time (where allowed to or required by law). We will issue You with a new PDS or a Supplementary PDS or other compliant document to update the information except in limited cases. Where the information is not something that would be materially adverse from the point of view of a reasonable person considering whether to buy this product, We may issue You with notice of this information in other forms or keep an internal record of such changes (You are welcome to get a paper copy free of charge by calling Us).

## 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](http://www.findaninsurer.com.au)

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

Our website can be visited at [www.chubb.com/au](http://www.chubb.com/au)

This PDS is dated 1 November 2019.

# Financial Services Guide

Provided by Chubb Insurance Australia Limited,

ABN 23 001 642 020 ("Chubb"). Australian Financial Services (AFS) Licence No 239687.

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

## Contact Details:

### **Chubb Insurance Australia Limited**

Grosvenor Place Level 38, 225 George Street  
Sydney, NSW 2000  
P (02) 9335 3200  
F (02) 9335 3411

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 Chubb, Jewellers Loop and other relevant persons in relation to the services offered.

## Financial Services Provided by Chubb

Chubb may provide a dealing service, with or without general advice, in relation to the general insurance products that we distribute.

When Chubb issues our own general insurance products, we act on our own behalf, not yours.

## Relationship with Other Parties

JewelCover is distributed by Jewellers Loop Pty Ltd (ABN 47110 767087) (“Jewellers Loop”). Jewellers Loop does not act on Your behalf. It is designated to arrange this insurance on behalf of Chubb and has been appointed as its Authorised Representative (AR number 295163).

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. As such, Jewellers Loop may make a general recommendation or give an opinion about the product which is not based on our consideration of your individual objectives, financial situation or needs. In providing a general advice service, we cannot tell you whether the insurance or an option within it, is appropriate for you specifically. As a result, you need to consider the appropriateness of any information or general advice we give you, having regard to your objectives, financial situation and needs, before acting on it. You need to read the relevant policy documentation (including any PDS) to determine if it is suitable for you.

**Jewellers Loop can be contacted at:**

Level 10, 61-63 Market Street  
Sydney, NSW 2000  
P 1300 522 808  
E [www.jewelcover.com.au](http://www.jewelcover.com.au)

Jewellers Loop is referred to in the rest of this document as “Our Representative”.

Chubb is a body corporate that is authorised to carry on insurance business under the Insurance Act 1973.

## **Remuneration Paid to Chubb**

Chubb is paid premium for the provision of insurance products.

## **Remuneration Paid to Jewellers Loop**

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

## **Remuneration Paid to Referrers**

Jewellers Association of Australia (JAA) receives a referral fee of \$30 from Jewellers Loop for each JewelCover policy underwritten as a result of a referral by JAA or a JAA jeweller. JAA may pay \$20 of this referral fee to a JAA jeweller involved in the referral process.

## **Policy Wording**

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

This Policy is a contract between You, the insured and Us. Please READ YOUR POLICY CAREFULLY and keep it in a safe place.

### **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.

### **Agreement**

We agree to provide the insurance described in this Policy in return for payment of the premium and Your 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.

## 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.

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

**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.

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

**Policy Period** means the period of cover shown in Your Coverage Summary or most recent subsequent renewal notice.

**Coverage Summary** means the most recent Coverage Summary we issued to You. Coverage Summary includes the Insurance Activation page. The Coverage Summary is only valid once it has been activated by official activation code. The sum insured noted in the Coverage Summary must equal the value advised to Jewellers Loop at the time of purchase.

**Our Representative** means Jewellers Loop Pty Ltd.



**You and Your** means the person named in the Coverage Summary and a spouse (legal or de facto) 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.

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

**Valuable Article** means the article for which a sum insured is shown in your Coverage Summary.

## 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.

A “covered loss” is the physical loss or damage to Your Valuable Article, subject to the terms, conditions and exclusions in this Policy. Exclusions to this coverage are described in Exclusions.

# Payment of a Loss

## Amount of Coverage

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

For a covered loss to a Valuable Article listed in Your Coverage Summary, We will pay as follows

### Total Loss

If the Valuable Article is lost or totally destroyed, We will replace the Valuable Article up to the sum insured for that Valuable Article as shown in Your Coverage Summary, less the deductible.

### Partial Loss

If the Valuable Article is partially lost or damaged, We will pay the cost to restore the Valuable Article to its condition just before the loss, less the deductible.

In the event that the sum insured stated in the Coverage Summary is less than the cost to repair the Valuable Article, We will replace the Valuable Article up to the sum insured for that Valuable Article as shown in Your Coverage Summary, less the deductible.

At no time will We pay more than the costs to repair the Valuable Article.

### **Pairs, Sets and Parts**

For a covered loss to part of a pair or set, or to part of a larger unit with Our discretion and if You agree to surrender the undamaged Valuable Article(s) 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 the remaining pieces or parts are not surrendered, it is considered a partial loss as previously defined in 'Partial loss'. Our payment will not exceed the sum insured shown in Your Coverage Summary.

### **Deductible**

A deductible of \$100 applies to each and every covered loss.

## **Policy Conditions**

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

### **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.

### **Salvage**

When We pay for a covered loss or damage to a Valuable Article, the lost or damaged Valuable Article becomes Our property.

### **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.

### **Assistance**

You must provide Us with all available information.

### **Concealment or Fraud**

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

## 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 interest in it, and to produce all records and documents We request and permit Us to make copies.

## Application of Coverage

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

## Policy Period

The effective date of Your Policy commences on the date of and at the time of purchase and will end on the anniversary date of the purchase at 4:00pm.

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

## 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 amounts of coverage.

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

## **Transfer of Rights**

If We make a payment under this Policy, We will assume any recovery rights You have in connection with that loss, to the extent We have paid for the loss.

All of Your rights of recovery will become Our rights to the extent of any payment We make under this Policy. You will do everything necessary to secure such rights; and do nothing after a loss to prejudice such rights. However, You may waive any rights of recovery from another person or organisation for a covered loss in writing before the loss occurs.

## **Disclosure Reminder**

We would remind You that You must disclose to Us, fully and faithfully, the facts You know or ought to know, prior to entering into a contract of insurance with us or during any renewal discussions with us. Otherwise You may not receive any benefit from Your Policy.

## **Assignment**

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

## **Policy Changes**

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

## **Bankruptcy or Insolvency**

We will meet all Our obligations under this Policy regardless of whether You, Your estate, or anyone else or his or her estate.

## 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.

## Conforming to Trade Sanction Laws

This Policy does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit Us, Our parent company or Our ultimate controlling entity from providing insurance.

## 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.

## Your Duties After a Loss

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

### Notification

You must immediately notify Us or Our Representative of Your loss. 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 ask.

## **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.

## **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 amount of coverage that applies.

## **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.

## **Carrier and Bailees**

If Your Valuable Article is lost or damaged while in the custody of a carrier or bailee, You must take steps to recover Your loss from that carrier or bailee before making a claim under this Policy. This Policy will only cover You to the extent of any loss that You cannot recover from the carrier or bailee.

## **Legal Action Against Us**

You agree not to bring legal action against Us unless You have first complied with all conditions of this Policy.



## **Non Renewal**

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

## **Your Cancellation**

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 writing of the future date that the cancellation is to take effect.

## **Our Cancellation**

We may cancel this Policy or any part of it under the following conditions:

### **Utmost Good Faith**

We may cancel any part of this Policy where You have failed to comply with the duty of utmost good faith.

### **Duty of Disclosure**

We may cancel any part of this Policy where You have failed to comply with the duty of disclosure at the time when the Policy was entered into or renewed.

### **Misrepresentation**

We may cancel any part of this Policy where You made a misrepresentation to Us during the negotiations for this Policy.

### **Non-compliance**

We may cancel any part of this Policy where You have failed to comply with a provision of this Policy.

## **Cancellation Following Non-Payment of Premium**

If Your Policy premium is not paid when due, Your Policy will be considered void and of no effect. We will not pay any claim under Your Policy unless Your Policy premium has been paid.

## **Fraudulent Claim**

We may cancel any part of this Policy where You have made a fraudulent claim under this Policy or any other Policy of insurance (whether with us or another insurer) that provided cover during any part of the period during which this Policy of insurance provides cover.

## **Acts or Omission**

We may cancel any part of this Policy where You have failed to notify Us of any specific act or omission where such notification is required under the terms of this Policy.

## **Procedure**

To cancel this Policy or any part of it, Chubb or Our Representative must notify You in writing. This notice may be delivered, mailed and/or emailed to You. This notice will include the date the cancellation is to take effect, which will not be earlier than 4:00pm on the third business day.

## **Refund**

In the event of cancellation by You or by Us, We 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 for each part of the Policy

## Policy Exclusions

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

### Cash Settlements

Your Policy does not provide cash settlements in the event of a claim.

### 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

### 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.

## **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. "Mould" means fungi, mould, mould spores, mycotoxins, and the scents and other by-products of any of these.

## **Inherent Vice and Breakdown**

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

## **Acts of War**

We do not cover any loss caused by war, undeclared war, civil war, insurrection, rebellion, revolution, warlike 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.

## **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.

## **Business Property**

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

## **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

## **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.

## **Cleaning and Renovations**

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

PLD/JL JewelCover PDS 11-19.