

JEWELSURE
VALUABLE ARTICLES INSURANCE
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POLICY WORDING AND PRODUCT DISCLOSURE STATEMENT

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JEWELSURE

VALUABLE ARTICLES INSURANCE

POLICY WORDING AND PRODUCT DISCLOSURE STATEMENT

ABOUT THIS BOOKLET:

This document contains **Our** Product Disclosure Statement (PDS) and Policy Wording. The PDS is designed to assist **You** to make informed choices about **Your** insurance needs. The PDS contains information about costs, **Our** dispute resolution system, **Your** cooling off rights and other relevant information, including other rights, terms, conditions, exclusions and obligations attaching to this product.

Various words and phrases shown in **Bold** have special meaning that can be found in the **DEFINITIONS** section of this PDS booklet. Please read the entire booklet carefully to make sure that **You** understand it and any obligations that it places on **You** as a condition of the cover provided. Please keep this PDS booklet and the **Schedule** in a safe place. **You** may need to refer to them if **You** need to make a claim.

This PDS has been lodged with ASIC. Please note that ASIC takes no responsibility for the content of the document. This PDS is dated 05 February 2019.

OUR AGREEMENT WITH YOU:

This PDS booklet, along with the **Schedule** sets out the terms and conditions under which **We** agree to insure **You**. Together they form the **Policy**, which is a legal contract between **You** and **Us**.

This product is issued by Quantum Underwriting Agencies Pty Ltd (**Quantum**) ABN 68 131 910 542 under a binding authority agreement **We** have given them. **Quantum** is a Corporate Authorised Representative (AR No 328372) of Quantum Insurance Holdings Pty Ltd ABN 71 163 019 485 AFS License No: 451134

If **You** require further information about this product, please contact **Quantum** or **Your** Broker or Independent Financial Adviser if **You** have used one to arrange this insurance for **You**.

INSURER:

This **Policy** is underwritten by certain Underwriters at Lloyd's, One Lime Street, London EC3M 7HA

HOW TO CONTACT US:

Your Broker or Independent Financial Adviser should be able to answer any questions **You** may have about this insurance, if **You** have used one.

If **You** do not have a Broker or Independent Financial Adviser, or if **You** have any questions or concerns that **Your** Broker is unable to resolve, please refer the matter to **Quantum**. Their contact details are also shown in **Your Schedule**.

If **You** wish to make a complaint or resolve a dispute, please refer to the 'DISPUTE RESOLUTION' section of this PDS booklet.

COST OF THIS INSURANCE POLICY:

The total premium is the amount **We** charge for covering the risk of loss or damage to **Your Valuable Article** and any taxes and government charges that may apply.

When calculating **Your** premium, **We** take a range of rating factors in to account. These factors, and the degree to which they affect **Your** premium will depend on the information **You** provide to **Us**.

Some factors that impact the calculation of **Your** premium include:

- Where **You** live and where **Your Valuable Article** is kept
- The security at **Your** home
- The Sum Insured
- **Your** previous insurance and claims history.

SIGNIFICANT RISKS:

- **Your** Sum Insured may not be adequate:

It is important that the Sum Insured is adequate to cover the cost of replacing **Your Valuable Article** with one of equal value and specification. **Valuable Article(s)** listed in **Your Schedule** or on the **Jewelsure System** with **Attributes** applying will have the Sum Insured updated from time to time to ensure the Sum Insured is adequate. **Valuable Articles** listed in **Your Schedule** or on the **Jewelsure System** without **Attributes** applying will have a fixed Sum Insured for the **Policy Period** (unless amended by **Endorsement We** agree to). It is important that **You** select the Sum Insured for such items carefully to ensure there is adequate cover in the event of a loss.

- A claim may be refused:

We may refuse to pay a claim or reduce the amount **We** pay if **You** do not comply with the **Policy** conditions, if **You** do not comply with **Your** Duty of Disclosure or if **You** make a fraudulent claim.

DUTY OF DISCLOSURE – WHAT YOU MUST TELL US:

Under the Insurance Contracts Act 1984 (The Act) **You** have a Duty of Disclosure. The Act requires that before a policy is entered into, **You** must give **Us** certain information **We** need to decide whether to insure **You** and anyone else to be insured under the policy and on what terms.

You must tell **Us** everything that a reasonable person in the circumstances could be expected to tell **Us**, in answer to the specific questions that **We** ask.

When answering **Our** questions, **You** must be honest.

- **Who needs to tell Us:**

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

- **If You do not tell Us:**

If **You** do not answer **Our** questions in this way, **We** may reduce or refuse to pay a claim, or cancel the **Policy**. If **You** answer **Our** questions fraudulently, **We** may refuse to pay a claim and treat the **Policy** as if it had never existed.

If **You** wish to renew, vary, extend or reinstate this **Policy**, **You** are required to tell **Us** everything **You** know that a reasonable person in the circumstances could be expected to know, is a matter that is relevant to **Our** decision to insure **You**, and anyone else to be insured under the **Policy**, and if so, on what terms.

- **You** do not have to tell **Us** about any matter:

- ❖ that diminishes the risk
- ❖ that is of common knowledge
- ❖ that **We** know or should know in the ordinary course of **Our** business as an insurer
- ❖ which **We** indicate **We** do not want to know

- **If You do not tell Us:**

- ❖ If **You** do not comply with **Your** Duty of Disclosure **We** may reduce or refuse to pay a claim or cancel **Your Policy**. If **Your** non-disclosure is fraudulent, **We** may treat this **Policy** as if it had ever existed

PRIVACY:

Privacy legislation regulates the way private sector organisations can collect, use, keep secure and disclose personal information. **We** are bound by the Privacy Act 1988 (Cth) when collecting and handling **Your** personal information.

We will only collect personal information from or about **You** for the purpose of assessing **Your** application for insurance and administering **Your Policy**, including any claims **You** make or claims made against **You**. **We** will only use and disclose **Your** personal information for a purpose **You** would reasonably expect.

We may need to disclose personal information to **Our** reinsurers, insurance intermediaries, insurance reference bureaux, credit reference agencies, **Our** advisers and those involved in the claims handling process (including assessors, investigators and other insurers) for the purpose of assisting **Us** and them in providing relevant services and products, or for the purposes of recovery or litigation. **We** may disclose personal information to people listed as co-insured in **Your Schedule** and to family members or agents authorised by **You**. **We** will request **Your** consent to any other purpose.

By providing **Your** personal information to **Us**, **You** consent to **Us** making these disclosures. Without **Your** personal information **We** may not be able to issue insurance cover to **You** or process **Your** claim.

You also have the opportunity to find out what personal information **We** hold about **You** and, when necessary, correct any errors in this information. Generally **We** will do this without restriction or charge. For further information about **Our** Privacy Policy, or to access or correct **Your** personal information, please contact **Quantum**.

When **You** provide personal information about another person, **You** must be authorised to do so and **You** must inform that person:

- Who **We** are
- How **We** use and disclose their information
- That they can gain access to that information

GENERAL INSURANCE CODE OF PRACTICE

The purpose of the Code is to raise standards of practice and service in the general insurance industry. The objectives of the Code are:

- To promote better, more informed relations between insurers and their customers
- To improve consumer confidence in the general insurance industry
- To provide better mechanisms for the resolution of complaints and disputes between insurers and their customers
- To commit insurers and the professionals they rely upon to higher standards of customer service.

Lloyd's has adopted and supports the Code and is committed to complying with it. If **You** would like more information about the Code, please contact **Quantum**.

DISPUTE RESOLUTION:

We take any and all complaints seriously and have established internal dispute resolution procedures to ensure all complaints are handled fairly, honestly and in a timely manner in accordance with the General Insurance Code of Practice.

The Code sets out a two-stage process.

Stage One

We will respond to **Your** Complaint within 15 business days of the date of receipt of **Your** Complaint, provided **We** have all necessary information and have completed any investigation required.

If **We** cannot respond within 15 business days because **We** do not have all necessary information, or **We** have not completed **Our** investigation:

- **We** will let **You** know as soon as reasonably practicable within the 15-business-day timeframe and agree a reasonable alternative timetable with **You**. If **We** cannot reach an agreement with **You** on an alternative timetable, **We** will advise **You** of **Your** right to take **Your** Complaint to Stage Two of the Complaints process; and
- **We** will keep **You** informed about the progress of **Our** response at least every ten business days, unless **You** agree otherwise.

We will respond to **Your** Complaint in writing and tell **You**:

- **Our** decision in relation to **Your** Complaint;
- The reasons for **Our** decision;
- **Your** right to take **Your** Complaint to Stage Two if **Our** decision at Stage One does not resolve **Your** Complaint to **Your** satisfaction.

If **You** wish to make a complaint, please contact:

The Complaints Officer
Quantum Underwriting Agencies Pty Ltd
Unit 2 10 Cassowary Bend
Eaton
WA 6232
Phone: (08) 9724 1555
Email: complaints@qua.net.au

Note: If at any time during Stage One You are dissatisfied with the way We are handling Your complaint, You may elevate the Complaint to Stage Two

Stage Two – Review by Lloyd’s Australia

If **Our** Stage One decision does not resolve **Your** Complaint to **Your** satisfaction or if **You** are unhappy with the way **We** are handling **Your** Complaint, **You** may take it to Stage Two. **You** can do this at any time during Stage 1.

If **You** wish to take **Your** Complaint to Stage Two, **You** should contact:

Lloyd’s Australia Limited
Level 9, 1 O’Connell Street
Sydney NSW 2000
Phone: (02) 8298 0783
Email: ldraustralia@lloyds.com

Where **Your** Complaint is eligible for referral to the Australian Financial Complaints Authority (AFCA), **Your** Complaint will generally be reviewed by a person at Lloyd’s Australia with appropriate authority to deal with **Your** dispute. Otherwise, **Your** matter will be referred to the Complaints Team at Lloyd’s based in the UK.

Your Complaint will be acknowledged in writing within 5 business days of receipt, and **You** will be kept informed of the progress of **Our** review of **Your** Complaint at least every 10 business days.

External Dispute Resolution

If **Your** Complaint is not resolved in a manner satisfactory to **You** or **We** do not resolve **Your** complaint within 45 calendar days of receiving it at Stage 1, **You** may refer the matter to AFCA.

AFCA can be contacted by post GPO Box 3, Melbourne VIC 3001, phone 1800 931 678 or email info@afca.org.au. More information can be found on their website www.afca.org.au

Customers not eligible for referral to AFCA, may be eligible for referral to the UK Financial Ombudsman Service. Such referral must occur within 6 months of the final decision by the Complaints team at Lloyd’s. Further details will be provided with their final decision to **You**.

MAKING A CLAIM:

If **You** wish to make a claim, please refer to the **CLAIMS CONDITIONS** section of this PDS booklet.

COOLING-OFF INFORMATION

You have 21 days to consider the information in this Product Disclosure Statement. This is **Your** cooling-off period. If during this period **You** decide **You** do not want the insurance, **You** may cancel it and receive a full refund. To do this, **You** must notify **Quantum** or **Your** Broker or Independent Financial Adviser in writing within 21 days from the date the **Policy** commenced.

This cooling-off right does not apply if **You** have made or are entitled to make a claim.

INTERMEDIARY AND THIRD PARTY REMUNERATION:

We pay remuneration to **Quantum** and they may pay a share of that remuneration to **Your** Broker or Independent Financial Adviser, if **You** have one. The type and amount of remuneration varies and may include commission and other payments.

If **You** require further information about these remunerations please contact **Quantum**.

DEFINITIONS:

Attributes means the description of **Your Valuable Article** listed on the **Jewelsure System** that contains specific information relating to the value of that item. The **Attributes** determine how the value is updated from time to time to take account of factors such as the fluctuating cost of gold, platinum, diamonds, precious stones and the like. **Valuable Article(s)** may be listed on the **Jewelsure System** with or without **Attributes**. **Valuable Article(s)** shown in **Your Schedule** or on the **Jewelsure System** with **Attributes** applying will have their valuation updated from time to time. **Your** Jewelsure approved jeweller will enter the **Attributes** on the **Jewelsure System** for **You**. If **You** have any questions about **Attributes**, or wish to add **Attributes** to **Valuable Articles** that do not have them, please contact **Quantum** for assistance.

Claims Administrator means the person or entity **We** appoint to help us assess any claim under this policy.

Endorse, Endorsed means a change to this **Policy's** terms and conditions that **We** agree to.

Endorsement means a document evidencing **Our** agreement to a change in this **Policy's** terms and conditions

Excess means the amount stated in **Your Schedule** that will be subtracted from any covered loss **We** pay.

Jewelsure System means the database system licensed to and distributed by Jewelsure approved jewellers.

Policy means this PDS booklet combined with **Your Schedule**. Other documents, such as proposal form(s) or declarations that **You** provide to **Us** (to help **Us** determine whether to issue or continue with this insurance and the premiums to be charged) and any **Endorsements** **We** issue also form a part of this **Policy**.

Policy Period means the period of cover as shown in **Your Schedule**.

Quantum means Quantum Underwriting Agencies Pty Ltd, ABN 68 131 910 542 **Quantum** is a Corporate Authorised Representative (AR No 328372) of Quantum Insurance Holdings Pty Ltd ABN 71 163 019 485 AFS License No: 451134. **Quantum** is a Coverholder at Lloyd's which means they may hold binding authority on **Our** behalf. As such, **Quantum** is acting as an agent of the insurer and not as **Your** agent. Their contact details will be shown in **Your Schedule**.

Replace means **We** will replace **Your Valuable Article** with one of substantially the same specification and equal value.

Schedule means the **Schedule** to this **Policy**. The **Schedule** includes the **Schedule of Valuable Article(s)** held on the **Jewelsure System**.

Total Loss means the **Valuable Article** is lost, totally destroyed or beyond economic repair. **We** will decide what constitutes a **Total Loss**.

Valuable Article means the item or items shown in **Your Schedule** or on the **Jewelsure System**.

We, Us and **Our** means certain Underwriters at Lloyd's, London who provide this insurance.

You and **Your** means the person(s) named in **Your Schedule** and includes a spouse (legal or de facto) who lives with **You**. It also includes a person to whom **You** give the **Valuable Article** as a gift provided **We** or **Quantum** are notified of the name and address of that person in writing within 30 days of the date of purchase of the **Valuable Article** and issue an **Endorsement** confirming **Our** agreement.

INSURING AGREEMENT:

The **Valuable Article** described in **Your Schedule** is insured against physical loss or physical damage occurring anywhere in the world during the **Policy Period**, subject to the terms, conditions, limitations, exclusions and Sum(s) Insured as stated in this **Policy**.

AMOUNT OF COVERAGE AND BASIS OF SETTLEMENT:

The Sum Insured for **Your Valuable Article** is shown in **Your Schedule**. In the event of loss or damage covered by this **Policy**, **We** will respond as follows:

1. TOTAL LOSS

If the **Valuable Article** is a **Total Loss**, **We** will **Replace** the **Valuable Article** up to the Sum Insured for that **Valuable Article** shown in **Your Schedule**, less the applicable **Excess**.

We will **Replace** the **Valuable Article** with the Jewelsure approved jeweller where this **Policy** was arranged or with another Jewelsure jeweller of **Your** choice.

If **We** are unable to **Replace Your Valuable Article** because the item is no longer available or a matching replacement cannot be found or recreated by **Your** Jewelsure jeweller, **We** will, at **Our** discretion, offer **You** a cash payment to settle **Your** loss.

We will not pay more than the applicable Sum Insured for that **Valuable Article** shown in **Your Schedule**.

2. 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 or damage, less the applicable **Excess**.

We will repair the **Valuable Article** with the Jewelsure approved jeweller where this **Policy** was arranged or with another Jewelsure jeweller or **Your** choice.

We will not pay more than the applicable Sum Insured for that **Valuable Article** shown in **Your Schedule**.

3. PAIRS AND SETS

If the **Valuable Article** forms part of a pair or set, at **Our** discretion and provided **You** agree to surrender the undamaged **Valuable Article(s)** of the pair or set to **Us**, **We** will **Replace** the entire pair or set up to the Sum Insured shown in **Your Schedule** for that pair or set, less the applicable **Excess**.

We will **Replace** the **Valuable Article** with the Jewelsure approved jeweller where this **Policy** was arranged or with another Jewelsure jeweller or **Your** choice.



QUANTUM
Underwriting Agencies

Coverholder at **LLOYD'S**

If **We** are unable to **Replace Your Valuable Article** because the item is no longer available or a matching replacement cannot be found or recreated by **Your Jewelsure jeweller**, **We** will, at **Our** discretion, offer **You** a cash payment to settle **Your** loss.

We will not pay more than the applicable Sum Insured for the pair or set shown in **Your Schedule**.

EXCLUSIONS:

1. INTENTIONAL ACTS

We do not cover any loss or damage caused intentionally by a person named in the **Schedule**, that person's spouse, a family member or a person who lives with **You**. **We** also do not cover any loss or damage caused intentionally by a person acting under the direction of a person named in the **Schedule**, 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 or damage. 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.

2. WEAR AND TEAR

We do not cover any loss or damage caused by wear and tear, scratching, natural ageing, gradual deterioration, fading, rust, corrosion, warping, fungi, mould, bacteria, dry or wet rot, insects or vermin. However, **We** do insure subsequent loss or damage unless another exclusion applies.

3. INHERENT DEFECT

We do not cover any loss or damage caused by inherent defect or electrical or mechanical breakdown of the **Valuable Article**.

4. CLEANING, REPAIRS AND ALTERATIONS

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

5. 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, a person to whom **You** gave the **Valuable Article** as a gift or by another family member. But **We** do cover loss or damage caused by a domestic worker.

6. 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.

7. ACTS OF WAR

We do not cover any loss or damage directly or indirectly 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.

8. NUCLEAR, CHEMICAL, BIOLOGICAL OR RADIATION HAZARDS

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

9. SANCTION LIMITATION AND EXCLUSION CLAUSE

We do not cover and shall not be liable to pay any claim or provide any benefit to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **Us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Australia, New Zealand, the European Union, United Kingdom or United States of America.

GENERAL CONDITIONS

We will not pay any claim under this insurance unless **You** have complied with all the following conditions.

1. INSURABLE INTEREST

We will not pay for any loss or damage to **Your Valuable Article** unless **You** have an insurable interest in it at the time of the loss. If more than one person has an insurable interest, **We** will not pay more than the amount of **Your** interest up to the Sum Insured that applies to each **Valuable Article** as shown in **Your Schedule**.

2. CARE AND MAINTENANCE

You must take reasonable security precautions to protect **Your Valuable Article** from loss or damage. This includes reasonable security at the premises where the **Valuable Article(s)** are located. If **You** do not take reasonable care to protect and maintain **Your Valuable Article** or minimise the cost of any claim under this **Policy**, **We**, will not pay for loss or damage to which this failure to take reasonable care contributes.

3. NOTIFICATION OF CLAIMS

In the event of loss or damage which may give rise to a claim under this insurance **You** must immediately notify **Quantum** and the police if **Your Valuable Article** is lost or stolen.

You must give **Us** all relevant information and evidence as **We** may reasonably require and co-operate fully with **Us** or **Our Claims Administrator** in the investigation or adjustment of any claim. If **We** require, **You** must submit to examination under oath by any person **We** designate.

4. CHANGES TO THIS POLICY

This **Policy** cannot be amended, changed, transferred, assigned or otherwise **Endorsed** without **Our** agreement.

5. CONCEALMENT, MISREPRESENTATION OR FRAUD

We do not provide cover if **You** or anyone acting on **Your** behalf has concealed or misrepresented any material fact or circumstance relating to this insurance.

6. TRANSFER OF RIGHTS

We will be entitled to take over and deal with in **Your** name (but at **Our** expense) the defence or settlement of any claim and to bring proceedings in **Your** name to recover for **Our** benefit any payment that **We** have made under this insurance, including all costs and expenses that **We** have incurred. If **You** have any rights of recovery those rights are transferred to **Us** to the extent of any payment **We** have made. **You** must give **Us** all reasonable assistance to help **Us** exercise such rights and will do nothing after a loss to prejudice such rights.

7. SALVAGE

If **We** pay a **Total Loss**, the lost or damaged **Valuable Article** becomes **Our** property. **You** cannot abandon any **Valuable Article** to **Us** unless **We** agree to accept it.

8. RECOVERED PROPERTY

If **We** pay a **Total Loss** for a **Valuable Article** and **We** subsequently recover it, **You** may purchase it back from **Us** for no more than the amount **We** paid for it.

We will notify **You** at the address shown in **Your Schedule** of the recovery and **You** will have 60 days from the date of such notice to exercise **Your** right to purchase.

9. CANCELLATION BY YOU

You may cancel this policy or any part of it at any time by notifying **Quantum** or **Your** Broker or Independent Financial Adviser in writing. If there are no claims under the current **Policy**, **We** will return any unearned premium to **You** on a pro-rata basis, except:

- If the cancellation is within 30 days of the expiry of this **Policy**; or
- Where the refund premium is less than \$25.00 excluding any applicable government taxes and charges.

If there have been claims under the current **Policy**, the premium will be deemed to be fully earned and no refund will be made.

10. CANCELLATION BY US

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.
- Misrepresentation
We may cancel any part of this **Policy** where **You** made a misrepresentation to **Us**.

- 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** provides cover.

- Acts or Omissions

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**.

To cancel this **Policy** or any part of it, **We** or **Quantum** must notify **You** in writing. Notice may be delivered, mailed or emailed to **You**. This notice will include that date the cancellation is to take effect, which will not be earlier than 4.00 p.m. on the third business day after the notice was delivered.

11. 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.

12. CARRIERS 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.

13. GOVERNING LAW AND JURISDICTION

This insurance is governed by and construed in accordance with the laws of Australia, and the courts of Australia have exclusive jurisdiction to adjudicate any dispute.

Any part of this insurance found by any court to be unenforceable will be considered capable of being removed so as not in any way to affect the remainder.

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

14. LEGAL ACTION AGAINST US

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

In the event of a dispute arising under this Insurance, at **Your** request **We** will submit to the jurisdiction of any competent Court in the Commonwealth of Australia. Such dispute shall be determined in accordance with the law and practice applicable in such Court.

Any summons notice or process to be served upon **Us** may be served upon:

Lloyd's Australia Limited
Level 9, 1 O'Connell Street
Sydney NSW 2000
Phone: (02) 8298 0783
Email: ldraustralia@lloyds.com

who has authority to accept service and to enter an appearance on **Our** behalf, and who is directed at **Your** request to give a written undertaking to **You** that he will enter an appearance on **Our** behalf.

If a suit is instituted against any one of the Underwriters all Underwriters hereon will abide by the final decision of such Court or any competent Appellate Court

CLAIMS CONDITIONS – WHAT YOU MUST DO:

In the event of loss or damage which may give rise to a claim, **You** should submit **Your** claim through **Your** membership of Jewelsure on the **Jewelsure System**.

You must also:

1. Take all reasonable precautions to prevent further loss or damage to **Your Valuable Article**.
2. Notify the police or similar competent authority if **Your Valuable Article** is lost or stolen. **You** must do this even if **You** are travelling abroad.
3. Notify **Quantum** as soon as possible, but by no later than 7 days from the date of the loss or damage by logging in to **Your** Jewelsure membership page at www.jewelsure.com.au and following the prompts to enter the full details of the incident and any evidence as may be required, including any police reports.
4. Notify **Quantum** or **Our Claims Administrator** (if **We** appoint one) of any other insurance covering the same loss or damage.
5. Supply **Us** with all information **We** or **Our Claims Administrator** require to investigate or settle **Your** claim.
6. Co-operate with **Us** and **Our Claims Administrator** fully in the investigation and adjustment of **Your** claim and in any action **We** take to recover any money payable under this **Policy** from any other person.
7. Submit to **Us** or **Our Claims Administrator**, 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.

CLAIMS CONDITIONS – WHAT YOU MUST NOT DO:

You must not:

1. Authorise repairs to or arrange replacement of **Your Valuable Article** in connection with any claim without **Our** consent, other than emergency repairs necessary to prevent further loss or damage. If **We** agree to pay **Your** claim, **We** will pay for those repairs, but **You** must keep all receipts.