

VALUABLE ARTICLES INSURANCE

JEWELSURE JS 10 FORM

POLICY WORDING AND PRODUCT DISCLOSURE STATEMENT



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VALUABLE ARTICLES INSURANCE POLICY WORDING AND PRODUCT DISCLOSURE STATEMENT

ABOUT THIS DOCUMENT:

This document contains **Our** Product Disclosure Statement (PDS) and Policy Wording. This PDS is dated 15 October 2020. 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.

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**.

If **You** require further information about this product, please contact the **Jewelsure Administrator**. They are available to assist **You** in all matters relating to this insurance.

INSURER:

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

ISSUER:

This product is issued by Quantum Underwriting Agencies Pty Ltd ABN 68 131 910 542. Quantum Underwriting Agencies is a Corporate Authorised Representative of Quantum Insurance Holdings Pty Ltd ABN 71 163 019 485 AFS License No: 451134

HOW TO CONTACT US:

If You have any questions or concerns about this product, please refer the matter to the Jewelsure Administrator in the first instance. Their contact details are also shown in Your Schedule.

If the **Jewelsure Administrator** is unable to answer your questions or concerns, please contact Our Authorised Representative. Their contact details are 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:

The Sum Insured set against each item in the **Schedule** is the maximum amount we will pay for that item irrespective of the actual cost to replace it. The cost of gold, platinum, precious stones and other costs associated with jewellery repair and manufacture can go up significantly and the Sum Insured may not be adequate to replace the **Valuable Article** with one of exactly the same specification.

It is **Your** responsibility to ensure that that Sum Insured is adequate to cover the **Replacement Cost**. We recommend that **You** have **Your Valuable Article** valued for insurance purposes on a regular basis.

• 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 Our Authorised Representative.

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 **Our Authorised Representative.**

COMPLAINTS AND 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.



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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:

- a) 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
- b) 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:

- a) Our decision in relation to your Complaint;
- b) The reasons for our decision;

c) 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 **Telephone: (02) 8298 0783 Email: idraustralia@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 I, 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 the **Jewelsure Administrator** 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 Our Authorised Representative and they may pay a share of that remuneration to Jewelsure Administrator. The type and amount of remuneration varies and may include commission and other payments.

If You require further information about these remunerations please contact Our Authorised Representative.



DEFINITIONS:

Authorised Representative means the Coverholder shown in Your Schedule. The Coverholder is authorised by us to bind and issue this insurance to You.

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 Administrator means the Australian Financial Services Licensed insurance broker named in Your Schedule. The Jewelsure Administrator looks after this on your behalf and is there to assist you in all matters relating to this insurance.

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.

Replacement Cost means the cost to replace Your Valuable Article with one of substantially the same specification and equal value.

Replacement Cost Valuation means a formal written valuation provided to **You** by a qualified valuer or jewellery appraiser and used to determine the Sum Insured to apply to **Your Valuable Article**. **Schedule** means the **Schedule** to this **Policy**.

Total Loss means the Valuable Article is lost, totally destroyed or beyond economic repair.

Valuable Article means the item or items shown in Your Schedule.

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 Our Authorised Representative 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. Please notify the Jewelsure Administrator if you give a Valuable Article to another person who is not your spouse (legal or de facto) and You wish them to be covered under this Policy.



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 pay 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.

If the cost to replace **Your Valuable** Article exceeds the Sum Insured, **We** will pay up to 125% of the Sum Insured or an additiond \$50,000, whichever the less, provided **Your** Valuable Article was purchased within the last 36 months or a **Replacement Cost Valuation** was issued within the last 36 months and the **Valuable Article** was insured for this amount.

If We are unable to replace **Your Valuable Article** or offer You a suitable alternative, **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**.

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. **Our** payment will not exceed the Sum Insured for that **Valuable Article** shown in **Your Schedule**.

If the cost to repair **Your Valuable Article** exceeds the Sum Insured, **We** will pay up to 125% of the Sum Insured or an additional \$50,000, whichever the less, provided **Your Valuable Article** was purchased within the last 36 months or a **Replacement Cost Valuation** was issued within the last 36 months and the **Valuable Article** was insured for this amount.

In the event that the cost to repair the Valuable Article is more than the Sum Insured for that Valuable Article, You may either pay the excess repair cost or, at Our discretion, We will treat the Valuable Article as a Total Loss.

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. If **We** are unable to replace **Your** pair or set or offer **You** a suitable alternative, **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.



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 damaged 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.

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 **Vaulable 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.



GENERAL 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. DUE DILIGENCE

You must take all reasonable care and measures to protect Your Valuable Article from loss or damage and maintain it in good condition. You must protect Your Valuable Article from further loss or damage wherever possible.

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 **Our Authorised Representative** 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 You 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 at any time by notifying the **Jewelsure Administrator** in writing. If there are no claims under the current **Policy**, **We** will return any unearned premium to **You** on a pro-rata basis. 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 for Subsequent Policy Period(s) 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 **Our Authorised Representative** 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. CONFORMITY TO TRADE SANCTION LAWS

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit Us from providing insurance.

14. 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.



15. LEGAL ACTION AGAIN 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 General Representative, Australia. Lloyd's Australia Limited, Level 9, 1 O'Connell Street Sydney NSW 2000 **Telephone: (02) 8298 0783 Email: idraustralia@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** must:

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 **Our Authorised Representative** as soon as reasonably possible.

4. Notify **Our Claims Administrator** 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.

8. Submit to examination under oath if **We** require.

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.