

JEWELLERY CARE INSURANCE

JEWELLERY INSURANCE – SUMMARY OF COVER

This is a brief summary only and does not detail the full terms and conditions of the insurance policy. For details of the insurance policy terms and conditions, refer to the policy document.

The policy is underwritten by certain Lloyd's of London Underwriters namely Syndicate 1967 W. R. Berkley Syndicate Management Ltd, 14th Floor, 52 Lime Street, London, EC3M 7AF. United Kingdom Registered Office: As Above Registered Number 07712472.

What is covered by the insurance?

Insured items are covered against:

- Theft
- Loss
- Accidental Damage

How does the insurance work?

- The insurance lasts for a period of one or three years from the start date of the insurance, as shown on your insurance certificate or receipt.
- You may need to review this cover periodically to ensure it remains adequate for your needs.
- In the event of a valid claim, the item will be replaced or repaired.
- If we replace your insured item due to a claim then this policy will end.
- You have the right to cancel this insurance within 30 days of buying the insurance.

This insurance is NOT renewable. It is your responsibility to ensure you have alternative insurance arranged in place on expiry of this cover. Cover beyond this period of insurance may be arranged through Affinity Brokers Ltd.

What are the benefits provided by and significant exclusions and limitations of the insurance?

Features and Benefits

Your purchase will be covered against theft, loss or accidental damage, for a period of one or three years from the start date of the policy.

We will repair or replace the item.

Notification should be given to the police within 24 hours of discovery of an item being lost or stolen.

Significant Exclusions or Limitations (cross references to the relevant sections of the policy document are included)

The most we will pay for any claim is the original purchase price of the item subject to a maximum of £15,000. (See Section "What we will pay")

The insurance is limited to items belonging to UK and Ireland residents. Cover is extended to include use of the item anywhere in the world. All claims must be submitted to Affinity Brokers Ltd.

At the time of claim you must produce either the purchase receipt if the item was purchased as new less than 12 months prior to the start date of the policy, or a valuation certificate if the item was purchased more than 12 months prior the start date of the policy. The valuation certificate must have been provided by one of Affinity's approved jewellers, and must be dated no more than 12 months prior to the start date of the policy.

Insured items with a Maximum Liability Amount in excess of £5,000 must be inspected by a jeweller every two years to ensure that settings or clasps are in good working order. Proof of the jeweller inspection may be required at the time of claim.

(See Section "Are there any other conditions or limitations?")

The insurance does not cover:

1. Any reduction in market value, beyond the cost of repair or replacement;
2. The cost of replacing any undamaged items of a pair or of a set or other item of a uniform nature, colour or design, where matching replacements cannot be obtained.
3. Deliberate damage or neglect of the insured item;
4. Not following the manufacturer's instructions or overwinding;
5. The cost of repair or replacement where the insured item has broken down. (See Section "Exclusions – Your insured item is not covered for")
6. Theft is not covered when insured item is stolen:
 - a. from any commercial vehicle, convertible or soft topped vehicle; (See Section "Exclusions – Your insured item is not covered for")

If we replace the insured item due to claim then this policy will end. (See Section "Are there any other conditions or limitations?")

How do I make a claim under the insurance?

1. If the product was damaged as a result of an accident, call Affinity Brokers Ltd on 0345 643 1387.
2. Affinity will check your details and, if valid, Affinity Brokers Ltd will give you instructions on where to send your product. You will also be asked to include your purchase receipt or a valuation certificate. You must send your item by special delivery.

How to make a claim in the event of theft/loss

1. Within 24 hours of discovery of your insured product being stolen/lost you should report the theft/loss to the police and obtain a crime reference/lost property number, together with the Police station details.
2. Call Affinity Brokers Ltd on 0345 643 1387 with your reference number. Affinity will check your reference details and if valid send you a claim form for completion.
3. When certain Lloyd's of London Underwriters namely Syndicate 1967 W. R. Berkley Syndicate Management Ltd receive the completed claim form they will assess the claim and, if your claim is accepted, we will send Affinity Brokers Ltd authority to supply a replacement product.
4. Where a claim is declined Lloyd's of London Underwriters namely Syndicate 1967 W. R. Berkley Syndicate Management Ltd will write to you.

Would I receive compensation if certain Lloyd's of London Underwriters namely Syndicate 1967 W. R. Berkley Syndicate Management Ltd was unable to meet its liabilities?

You may be entitled to compensation from the Financial Services Compensation Scheme if the insurers are unable to meet their liabilities under this insurance.

How do I make a complaint?

If you have a complaint, please contact our Customer Satisfaction Manager at:

Complaints
Lloyd's, One Lime Street, London, ECM3M

EMAIL: complaints@lloyds.com
TEL: +44 (0)20 7327 5693

If we are unable to resolve the problem we will provide you with information about the Financial Ombudsman Services. Using our complaints procedure or referral to the Financial Ombudsman Service does not affect your legal rights. Full details of our complaints procedure may be found in the policy terms and conditions.

JEWELLERY CARE COVER TERMS AND CONDITIONS – INSURANCE CERTIFICATE

Introduction to the insurance

This is your certificate of insurance for your insured item. In return for the payment of your premium, we will provide insurance for your insured item during the period of cover, subject to them terms, conditions and limitations shown below.

Definitions

The words and phrases defined below have the same meaning wherever they appear in bold in this certificate.

Commercial vehicle – any vehicle used wholly or partly for commercial or business purposes or any other vehicle which, at the time of loss or damage, is being used for commercial or business purposes.

Insured item – an item of jewellery that has been designed to be worn or displayed (excluding spectacles and sunglasses) and for which this cover is offered.

Loss – the unexplained disappearance of the insured item or if the insured item (or parts of the insured item) is lost.

Period of cover – subject to the receipt of your premium, this insurance is in force from the date of purchase of this cover and lasts for the period indicated on your insurance certificate or purchase receipt.

We, us, our – certain Lloyd's of London Underwriters namely Syndicate 1967 W. R. Berkley Syndicate Management Ltd.

You, your – the owner of the insured item who was taken out this policy.

Your insured item is covered for:

- Theft** (all thefts should be reported to the police within 24 hours of discovery and obtain a crime reference number and station details). If your insured item is stolen we will replace it.
- Accidental Damage** We will pay repair costs if your insured item is damaged as the result of an accident or we may decide to replace it.
- Loss** (all losses should be reported to the police within 24 hours of a discovery and obtain a lost property number and station details)

If you lose your insured item we will replace it.

If you receive a replacement item then all cover under this policy will end.

If the insured item cannot be replaced with an identical item, we will replace it with one of comparable specification of equivalent value up to the Maximum Liability Amount, as shown on your certificate of insurance or purchase receipt. You will not be offered a cash or voucher settlement.

Cancellation

You may cancel this insurance within 30 days of receipt of your certificate of insurance and provided you have not made a claim, we will give you a full refund of any premium you have paid. This 30 day period includes the statutory 14 day period of cancellation required by the FCA. If you decide to do this you must do so in writing to Affinity Brokers Ltd, 21 Blythswood Square, Glasgow, G2 4BL. You must also return this certificate of insurance for cancellation along with your receipt.

What we will pay

The most we will pay for repair or replacement costs for any single claim is the Maximum Liability Amount, as shown on your insurance certificate or purchase receipt, of the insured item, subject to a maximum of £15,000.

Where replacement is offered, you may use the value of the replacement as part payment towards the purchase of an item of comparable specification with a higher selling price.

Exclusions

Your insured item is not covered for:

- Theft:**
 - From any commercial vehicle, convertible or soft topped vehicle;
 - From any motor vehicle where you or someone acting on your behalf is not with the vehicle, unless the insured item has been concealed in a locked boot, glove compartment or other concealed internal compartment and all the vehicle's security systems have been activated;
 - From any building, land or premises unless force, resulting in damage to the building or premises, was used to gain entry or exit. This is unless the insured item was stored in a fixed, locked receptacle and force resulting in entry to that receptacle was used;
 - From your control or the control of any person who has the insured item with your permission, except:
 - Where they are being worn or have been concealed on the person; and
 - Where the use of physical force or violence against the person has been threatened.
- Damaged caused by:**
 - Deliberate damage or neglect of the insured item;
 - Not following the manufacturer's instructions or overwinding;
 - Routine servicing, inspection, maintenance, repair, cleaning, alteration or restoration;
- Repair or other costs for:**
 - Routine servicing, inspection, maintenance, cleaning, alteration or restoration;
 - Manufacturer's defect or recall of the insured item;
 - Replacement of or adjustment to straps, fittings or batteries;
 - Repairs carried out by persons not authorised by us;
 - Wear and tear or gradual deterioration of performance.
- Any expense incurred as a result of not being able to use the insured item.
- The cost of repair or replacement where the insured item has broken down.
- The cost of postage and/or packaging if the insured item is sent by you for repair.
- Any cost or damage covered by a manufacturer's guarantee or warranty.
- Any reduction in the market in the market value of the insured item, beyond the cost of repair or replacement.
- Any malicious damage to the insured item.
- Any cost or damage to any insured item held or used for any business, trade or commercial purposes.
- The cost of replacing any undamaged item of pair or of a set or other item of a uniform nature, colour or design that is the subject of a valid claim where matching replacements can be obtained to replace the damaged part of the insured item.
- Any cost or damage caused by the failure of any electrical or computer equipment, software, micro-controller, microchip,

accessories or associated equipment, to correctly recognise and process any calendar date time.

- War, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
- Any cost in the event your insured item is confiscated or detained by officials acting on behalf of the United Kingdom or any other Government.
- Damage such as scratching, denting, or chipping caused through everyday use.

Institute radioactive contamination, chemical, biological, bio-chemical and electromagnetic weapons exclusion clause

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith

- In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from
 - Ionising radiations from or contaminations by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
 - The radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
 - Any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force matter
 - The radioactive, toxic, explosive, or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical scientific or other similar peaceful purposes
 - Any chemical, biological, bio-chemical, or electromagnetic weapon.
- CL 370 (10/11/03)

Cyber attack exclusion clause (JSC2015/005)

- Subject only to clause 1.2 below, in no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a mean for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.
- Where this clause is endorsed on policies covering risks of war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power, or terrorism or any person acting from a political motive, Clause 1.1 shall not operate to exclude losses (which would otherwise be covered) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile.
- It is understood and agreed that clause 1.1 shall not apply to an otherwise covered physical loss of the subject matter insured directly caused by theft, robbery, burglary, hold-up or other criminal taking if a computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system is used in the commission of the act(s) of theft, burglary, robbery, hold-up or other criminal taking.

Are there any other conditions or limitations?

- If we replace the insured item:
 - We may take the insured item from you and disposed of it
 - This insurance will cease without return of premium and the certificate of insurance and receipt should be returned to us for cancellation.
- Unless we agree otherwise:
 - The language of the policy and all communications relating to it will be in English; and
 - All aspects of the policy, including negotiation and performance, are subject to English law and the decisions of the English court
- This insurance only covers the insured item belonging to UK and Ireland residents. Cover includes use of the insured item anywhere in the world. All claims must be submitted to Affinity Brokers Ltd on 0345 643 1387.
- Insured items** with Maximum Liability Amount in excess of £5,000 must be inspected by jeweller every two years to ensure that settings or clasps are in good working order. Proof of the jeweller inspection may be required at the time of claim.
- You** must be 18 years of age or older to take out this insurance cover.
- At the time of claim you must produce either the purchase receipt if the insured item was purchased as new less than 12 months prior to the start date of this policy, or a valuation certificate if the insured item was purchased more than 12 months prior to the start date of this policy. The valuation certificate must have been provided by one of Affinity's approved jewellers, and must be dated no more than 12 months prior to the start date of this policy.
- You** must, within 24 hours of discovery that an insured item has been lost or stolen, report the loss or theft to the police and obtain a lost property or crime reference.
- This insurance may only be altered or it's conditions relaxed or premium changed by one of our authorised officials, giving you 30 days notice in writing.
- We** may cancel the policy by giving you 30 days notice in writing.
- This insurance is automatically cancelled if you submit a claim knowing it to be false, fraudulent or a misrepresentation.
- You** cannot transfer the insurance to someone else or to any other insured item without our written permission.
- You** must take all reasonable precautions to prevent any cost or damage and keep the insured item in good condition.

Claims Conditions

It is a condition of this insurance that the purchaser or owner shall:

- Notify Affinity Brokers Ltd within 30 days of the date of any loss or damage which may lead to a claim being made;
- Wherever possible, notify the local police as soon as practically possible, following a theft or loss of any insured item(s) and obtain, where issued, a report form and loss or crime number from the police. Where a police force do not have a loss report service then notification of any loss exceeding £500 will be made, at the insured's expense, to www.reportmyloss.com;

- Provide Insurers or any person appointed by the Insurer with any information, documentation or evidence of loss that they may reasonably require to consider a claim.
- Provide Insurers directly any manuals, guarantees and the box for any watch insured for £1,000 or over as requested.
- Where a claim is settled by a complete replacement of the insured item(s) this insurance will expire on completion of the settlement transaction. If you wish to have the replacement item(s) insured then you must purchase a new insurance;
- There will be no cash alternative in the event of valid claim.

Complaints Procedure

Our aim is to get it right, first time, every time. If we make a mistake we will try to put it right promptly. We will always confirm to you the receipt of your complaint within five working days and do our best to resolve the problem within four weeks. If we cannot we will let you know when an answer may be expected. If we have not sorted out the situation within eight weeks we will provide you with information about the Financial Ombudsman Service.

Please contact us at:

Complaints, Lloyd's, One Lime Street, London, EC3M3M

EMAIL: complaints@lloyds.com
TEL: +44 (0)20 7327 5693

Using our complaints procedure or referral to the Financial Ombudsman Service does not affect your legal rights.

Fraud

If the insured or anyone acting on behalf of the insured makes any false or fraudulent claim or supports a claim by false or fraudulent document, device or statement, this policy shall be void and the insured will forfeit all rights under the policy. In such circumstances, we retain the right to keep the premium and to recover any sums paid by way of benefit under the policy. If we receive a claim under your policy we may ask you or any person covered under the policy to give written consent, during the claim process, for us to obtain specified information and material from the police and to exchange information and material with them. The purpose of these measures is to help us verify claims and to guard against fraud. If you or a covered person gives such consent you or the covered person will be given the opportunity to receive a copy of the information and a material policy release to us. Should you or any covered person decline to give such consent we may in turn decline to settle the claim without required information and material. We will not normally release information or material about a covered person to you without their consent.

Notice to Customers

You are advised that any telephone calls made to the administration and claims handling units are recorded. These recordings may be used to monitor the accuracy of information provided by customers and our own staff. They may also be used to allow for additional training to be provided or to prove that the procedures comply with legal requirements. Our staff are aware that conversations are monitored and recorded.

Financial Services Compensation Scheme

You may be entitled to compensation from the Financial Services Compensation Scheme (FSCS), if we cannot meet our liabilities under this policy. If you are entitled to compensation under the Scheme, the level and extent of the compensation will depend on the nature of this policy. Further information is available from the FSCS on 0207 892 7300 or at their website www.fscs.org.uk.

Fair Processing Notice

This Privacy Notice describes how certain Lloyd's of London Underwriters namely Syndicate 1967 W. R. Berkley Syndicate Management Ltd collect and use the personal information of insureds, claimants and other parties ("you") when we are providing our insurance and reinsurance services. The information provided to the Insurer, together with medical and any other information obtained from you or from other parties about you in connection with this policy, will be used by the Insurer for the purposes of determining your application, the operation of insurance (which includes the process of underwriting, administration, claims management, analytics relevant to insurance, rehabilitation and customer concerns handling) and fraud prevention and detection. We may be required by law to collect certain personal information about you, or as a consequence of any contractual relationship we have with you. Failure to provide this information may prevent or delay the fulfilment of these obligations. Information will be shared by the Insurer for these purposes with group companies and third party insurers, reinsurers, insurance intermediaries and service providers. Such parties may become data controllers in respect of your personal information. Because we operate as part of a global business, we may transfer your personal information outside the European Economic Area for these purposes.

You have certain rights regarding your personal information, subject to local law. These include the rights to request access, rectification, erasure, restriction, objection and receipt of your personal information in a useable electronic format and transmit it to a third party (right to portability).

If you have any questions or concerns regarding the way in which your personal information has been used, please contact

The Compliance Officer
W. R. Berkley Syndicate Management Limited
14th Floor, 52 Lime Street
London
EC3M 7AF.

We are committed to working with you to obtain a fair resolution of any complaint or concern about privacy. If, however, you believe that we have not been able to assist with your complaint or concern, you have the right to make a complaint to the UK Information Commissioner's Office. Further details about the ICO are available at: www.ico.org.uk.

Underwriter

This insurance is underwritten by certain Lloyd's of London Underwriters namely Syndicate 1967 W. R. Berkley Syndicate Management Ltd, 14th Floor, 52 Lime Street, London, EC3M 7AF, United Kingdom Registered Office: As Above Registered Number 07712472. Copies of this document are available in Braille, audio cassette and large print on request.