

FOREVER PRECIOUS INSURANCE COVER TERMS AND CONDITIONS

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 terms, conditions and limitations shown below.

Definitions

The words and phrases defined below have the same meaning wherever they appear in hold 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 receipt.

We, us, our - certain Lloyd's of London Underwriters namely Syndicate 1209 XL London Market Ltd.

You, your - the owner of the **insured item** who has taken out this policy.

Your insured item is covered for:

- A. **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.
- B. **Accidental Damage** We will pay repair costs if your insured item is damaged as a result of an accident or we may decide to replace it.
- C. **Loss** (all losses should be reported to the police within 24 hours of 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 this certificate of insurance. **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 FSA. If you decide to do this you must go to 10 writing to Affinity Brokers Ltd, 100 Brand Street, Glasgow, G51 1DG. You must also return this certificate of insurance for cancellation.

What we may pay

- The most we will pay for repair or replacement costs for any single claim is the Maximum Liability Amount, as shown on this certificate of insurance, of the **insured item**, subject to a maximum of £30,000.

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:

1. **Theft:**
 - a) from any **commercial vehicle**, convertible or soft topped vehicle;
 - b) 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;
 - c) 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;
 - d) from your control or the control of any person who has the **insured item** with your permission, except:
 - i) where they are being worn or have been concealed on the person; and
 - ii) where the use of physical force or violence against the person has been used or threatened.
2. **Damage caused by:**
 - a) deliberate damage or neglect of the **insured item**;
 - b) not following the manufacturer's instructions or overwinding;
 - c) routine servicing, inspection, maintenance, repair, cleaning, alteration or restoration;
3. **Repair or other costs for:**
 - a) routine servicing, inspection, maintenance, cleaning,

- alteration or restoration;
- b) manufacturer's defect or recall of the **insured item**;
- c) replacement of or adjustment to straps, fittings or batteries;
- d) repairs carried out by persons not authorised by us;
- e) wear and tear or gradual deterioration of performance.
4. Any expense incurred as a result of not being able to use the **insured item**.
5. The cost of repair or replacement where the **insured item** has broken down.
6. The cost of postage and/or packaging if the **insured item** is sent by you for repair.
7. Any cost or damage covered by a manufacturer's guarantee or warranty.
8. Any reduction in the market value of the **insured item**, beyond the cost of repair or replacement.
9. Any malicious damage to the **insured item**.
10. Any cost or damage to any **insured item** held or used for any business, trade or commercial purposes.
11. The cost of replacing any undamaged item of a 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**.
12. 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 or time.
13. War, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
14. 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.
15. Damage such as scratching, denting, or chipping caused through everyday use.

Are there any other conditions or limitations?

1. If we replace the insured item then
 - a) we may take the insured item from you and dispose of it
 - b) this insurance will cease without return of premium and the certificate of insurance should be returned to us for cancellation.
2. Unless we agree otherwise:
 - a) the language of the policy and all communications relating to it will be in English; and
 - b) all aspects of the policy, including negotiation and performance, are subject to English law and the decisions of the English courts.
3. This insurance only covers the **insured item** belonging to UK and Ireland residents. Cover includes use of the insured item anywhere in the world, however all claims must be submitted to Affinity on 0845 643 1387.
4. **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.
5. **You** must be 18 years of age or older to take out this insurance cover.
6. 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 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.
7. **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 number.
8. This insurance may only be altered or its conditions relaxed or premium changed by one of our authorised officials, giving you 30 days notice in writing.
9. **We** may cancel the policy by giving you 30 days notice in writing.
10. This insurance is automatically cancelled if you submit a claim knowing it to be false, fraudulent or a misrepresentation.
11. **You** cannot transfer the insurance to someone else or to any other **insured item** without our written permission.
12. **You** must take all reasonable precautions to prevent any cost or damage and keep the insured item in good condition.

Claims Procedure

How to make a claim in the event of accidental damage

1. If the product was damaged as a result of an accident, contact the jeweller that issued this certificate.
2. Your jeweller will check your details with Affinity and advise you of the next steps, they will also be asked to provide your purchase receipt or a valuation certificate.

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. Contact the jeweller that issued this certificate providing your reference number. Your Jeweller will check your details with Affinity and if valid you will be required to complete a claim form.
3. When certain Lloyd's of London Underwriters namely Syndicate 1209 XL London Market Ltd receive the completed claim form they will assess the claim and, if your claim is accepted we will authority the supply of a replacement product.
4. Where a claim is declined certain Lloyd's of London Underwriters namely Syndicate 1209 XL London Market Ltd will write to you.

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:
POLICYHOLDER & MARKET ASSISTANCE
LLOYD'S MARKET SERVICES
LLOYD'S, 1 LIME STREET, LONDON EC3M 7HA
EMAIL: COMPLAINTS@LLOYDS.COM
TEL: +44 (0) 20 7327 5693
FAX: +44 (0) 20 7327 522525

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 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 the 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 claims 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 consent you or the covered person will be given the opportunity to receive a copy of the information and material the police release to us. Should you or any covered person decline to give such consent we may in turn decline to settle the claim without the 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 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 the policy. The level of compensation provided by the FSCS is that the first £2,000 of a claim or policy is protected in full, above this threshold, 90% of the rest of the claim or value of unused premiums will be met. Further information is available from the FSCS on 0207 892 7300 or at enquiries@fscs.org.uk

Data Protection Act

The details you supply will be stored and used by Affinity and/or certain Lloyd's of London Underwriters namely Syndicate 1209 XL London Market Ltd, to administer your insurance cover. Your personal details may be transferred outside of the EU. They will at all times be held securely and handled with the utmost care in accordance with all principles of the UK law. We may exchange your details with other insurers through various databases to help us check information provided and also to prevent fraudulent claims. Your details will not be kept for longer than necessary.

Underwriter

This insurance is underwritten by certain Lloyd's of London Underwriters namely Syndicate 1209 XL London Market Ltd, XL House, 70 Gracechurch Street, London, EC3V 0XL, United Kingdom Registered Office: As Above Registered Number 1515647.

Copies of this document are available in Braille, audio cassette and large print on request.