



DIAMOND GUILD

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AUSTRALIA

**MASTERCARE VALUABLE ARTICLES INSURANCE**

**PRODUCT DISCLOSURE STATEMENT AND POLICY WORDING**

**UNDERWRITTEN AT LLOYD'S LONDON**

**DGA MASTERCARE**  
**VALUABLE ARTICLES INSURANCE**  
**POLICY WORDING AND PRODUCT DISCLOSURE STATEMENT**

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## DGA MASTERCARE

### VALUABLE ARTICLES INSURANCE

#### POLICY WORDING AND PRODUCT DISCLOSURE STATEMENT

##### ABOUT THIS BOOKLET:

This booklet 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 and **Your Certificate of Insurance** in a safe place. **You** may need to refer to them if **You** need to make a claim.

##### OUR AGREEMENT WITH YOU:

This PDS booklet, along with **Your Certificate of Insurance** and any **Endorsements** that apply 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 **DGA Mastercare Broker**. They are available to assist **You** in all matters relating to this insurance. Their contact details can be found in **Your Certificate of Insurance**.

##### INSURER:

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

##### HOW TO CONTACT US:

The **DGA Mastercare Broker** should be able to answer any questions **You** may have about this insurance. Their contact details are shown in **Your Certificate of Insurance**.

If **You** have any questions or concerns that **Your DGA Mastercare Broker** is unable to resolve, please refer the matter to **Our Authorised Representative**. Their contact details are also shown in **Your Certificate of Insurance**.

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:

In the **Initial Policy Period** the Sum Insured for **Your Valuable Article** is the purchase price that **You** paid or the **Replacement Cost** valuation given by **Your DGA Jeweller**. In almost all cases **Your DGA Jeweller** will be able to replace the **Valuable Article** with one of similar specification for the Sum Insured. However, the cost of gold, platinum, precious stones and other costs associated with jewellery 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.

In **Subsequent Policy Period(s)**, it is **Your** responsibility to ensure that that Sum Insured is adequate to cover the **Replacement Cost**. **We** recommend that **You** return to **Your DGA Jeweller** each year to have the **Valuable Article** revalued for insurance purposes.

- 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**.

## DISPUTE RESOLUTION:

**We** will do everything possible to provide a quality service to **You**. However, **We** recognise that occasionally there may be some aspect of **Our** service or a decision **We** have made that **You** wish to query or draw **Our** attention to.

In accordance with the General Insurance Code of Practice, **We** have a 2 Stage Complaints and Disputes Resolution Procedure. In Stage 1, **We** undertake to provide an answer to **Your** complaint within 15 working days. If **We** are unable to satisfy your complaint in Stage 1, the complaint proceeds to Stage 2 - Review by Lloyd's Underwriters' General Representative in Australia

If **You** would like to make a complaint or access **Our** internal dispute resolution procedure, please contact **Our Authorised Representative** in the first instance. Their contact details are:

Quantum Underwriting Agencies  
Unit 2, 10 Cassowary Bend  
Eaton, WA 6232  
T: (08) 9724 1555  
F: (08) 9725 2901  
E: [complaints@qua.net.au](mailto:complaints@qua.net.au)  
W: [www.qua.net.au](http://www.qua.net.au)

If **You** are not happy with **Our** response during Stage 1, **You** may refer the matter at any time for review by Lloyd's General Representative in Australia. Their contact details are as follows.

Lloyd's Underwriters' General Representative in Australia  
Level 9  
1 O'Connell Street  
Sydney NSW 2000  
T: (02) 8298 0753  
F: (02) 8298 0788  
E: [ldraustralia@lloyds.com](mailto:ldraustralia@lloyds.com)

If **You** remain unsatisfied, **You** are entitled to seek an external review of **Our** decision. **We** will provide **You** with information about options available to **You**, including, if appropriate, referring **You** to the external dispute resolution scheme administered by the Financial Ombudsman Service (FOS).

**You** will not be able to have **Your** dispute resolved by FOS if **You** are not eligible under FOS's Terms of Reference.

#### **MAKING A CLAIM:**

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

#### **COOLING-OFF INFORMATION:**

If **You** want to return **Your** insurance during the **Initial Policy Period**, **You** must notify the **DGA Mastercare Broker** in writing within 21 days from the date the **Policy** commenced. If this insurance was provided at no cost to **You**, **You** will not be entitled to a refund. If **You** paid the premium, **You** will receive a full refund.

If **You** want to return **Your** insurance during any **Subsequent Policy Period**, **You** may cancel it and receive a full refund. To do this, **You** must notify the **DGA Mastercare Broker** 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 the **DGA Mastercare Broker** for administering **Your Policy** and when **We** renew or vary **Your Policy** for **Subsequent Policy Period(s)**. The type and amount of remuneration varies and may include commission and other payments.

**We** may pay a share of **Our** underwriting profit, if any, to the **DGA** based solely on the underwriting result of the **DGA Mastercare Scheme**. Alternatively **We** may pay commission or referral fees to the **DGA**.

If **You** require further information about these remunerations please contact **Our Authorised Representative** or the **DGA Mastercare Broker**.

## DEFINITIONS:

**Authorised Representative** means the Lloyd's Coverholder named in **Your Certificate of Insurance**.

**Claims Administrator** means the person or entity named as **Our Claims Administrator** in **Your Certificate of Insurance**.

**Collection** means the **Valuable Articles** shown in **Your Schedule**. **Collection** includes multiple **Valuable Articles** covered under separate **Policies We** have issued to **You** where such **Valuable Articles** may be subject to the same loss.

**DGA** means the Diamond Guild of Australia and includes all member jewellers.

**DGA Jeweller** means the jeweller from whom **You** purchased **Your Valuable Article** or who has given **You** a **Replacement Cost Valuation**.

**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. In certain circumstances, **You** may be asked to pay the amount of the **Excess** to **Your DGA Jeweller**.

**Initial Policy Period** means the **Policy Period** commencing with the date and time of purchase of **Your Valuable Article** and ending with the expiry date and time shown in **Your Schedule**. The **Initial Policy Period** may also apply to **Valuable Articles** previously purchased by **You** that your **DGA Jeweller** agrees to provide a **Replacement Cost Valuation** for and include in **Your Schedule**.

**Mastercare Broker** means the Australian Financial Services Licenced Insurance Broker named in **Your Schedule**. They administer this insurance on **Your** behalf and are **Your** Financial Services Provider with respect to this **Policy**.

**Policy** means this PDS booklet combined with **Your Certificate of Insurance**. 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 or a **Replacement Cost** assessment provided by **Your DGA Jeweller** and used to determine the Sum Insured to apply to **Your Valuable Article**.

**Retail Selling Price** means the price that the item was sold to **You**, including under any promotion or stock clearance sale and the like.

**Schedule** means the **Schedule** to this **Policy**. The **Schedule** forms part of the **Certificate of Insurance** and contains information specific to **Your Policy**.



**Subsequent Policy Period** means any further **Policy Period(s)** that **We** agree to when **We** renew **Your Policy** after the **Initial Policy Period**.

**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 20 working 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 Sum Insured, terms, conditions, limitations and exclusions as stated in this **Policy**.

There will be no cover after the **Initial Policy Period** unless **We** agree to renew this **Policy** at **Your** request. If **We** agree to renew, the **Policy** will be valid for **Subsequent Policy Period(s)** which will be shown in **Your Schedule**.

## **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 arrange for **Your DGA Jeweller** to 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 additional \$50,000, whichever the less, provided **Your Valuable Article** was purchased from **Your DGA Jeweller** within the last 12 months or a **Replacement Cost Valuation** was issued within the last 12 months and the **Valuable Article** was insured for this amount.

If **Your DGA Jeweller** is unable to replace **Your Valuable Article** or if **You** prefer, **You** are entitled to choose an alternative item from **Your DGA Jeweller** with a **Retail Selling Price** up to the Sum Insured for that **Valuable Article** less the applicable **Excess**.

If **Your DGA Jeweller** is 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. In this case **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 for **Your DGA Jeweller** to restore the **Valuable Article** to its condition just before the loss or damage, less the applicable **Excess** up to 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 from **Your DGA Jeweller** within the last 12 months or a **Replacement Cost Valuation** was issued within the last 12 months and the **Valuable Article** was insured for this amount.

If **Your DGA Jeweller** is unable to repair **Your Valuable Article** or offer **You** a suitable alternative, **We** will, at **Our** discretion, offer **You** a cash payment to settle **Your** loss. In this case **We** will not pay more than the applicable Sum Insured for that **Valuable Article**.

### 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 arrange for **Your DGA Jeweller** to 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 **Your DGA Jeweller** is unable to replace the pair or set, or if **You** prefer, **You** are entitled to choose an alternative item or items from **Your DGA Jeweller** with a **Retail Selling Price** up to the Sum Insured for that pair or set less the applicable **Excess**.

If **Your DGA Jeweller** is 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, 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 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 **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.

## **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. 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 Claims Administrator** 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**

This **Policy** shall be void if **You** have 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

During the **Initial Policy Period**:

- If the premium was paid by **Your DGA Jeweller**, **You** may return the **Policy** at any time if **You** no longer require it. There will be no refund of premium to **You**.
- If the premium was paid by **You**, **You** may cancel this policy at any time by notifying the **DGA Mastercare Broker** 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 **You** are entitled to make a claim under the current **Policy**, the premium will be deemed to be fully earned and no refund will be made.

During any **Subsequent Policy Period(s)**, **You** may cancel this policy at any time by notifying the **DGA Mastercare Broker** 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 or if you are entitled to make a claim 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 the **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 **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.

If **We** cancel during the **Initial Policy Period** and the premium was paid by **Your DGA Jeweller**, no unearned premium will be refunded to **You**. If **We** cancel during any **Subsequent Policy Period(s)**, or if the premium was paid by **You**, premium will be refunded to **You** on a pro-rata basis.

## **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 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 Underwriters' General Representative in Australia.  
Level 9  
1 O'Connell Street  
Sydney NSW 2000

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 if **Your Valuable Article** is lost or stolen. **You** must do this even if **You** are travelling abroad.
3. Notify **Our Claims Administrator** 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.

#### **OUR AUTHORISED REPRESENTATIVE:**

Quantum Underwriting Agencies Pty Ltd  
Unit 2, Eaton House, 10 Cassowary Bend, Eaton, WA 6232  
ABN: 68 131 910 542  
T: 08 9724 1555  
F: 08 9725 2901  
E: [reception@qua.net.au](mailto:reception@qua.net.au)

Quantum Underwriting Agencies is a Corporate Authorised Representative of:

Quantum Insurance Holdings Pty Ltd  
Unit 2, Eaton House, 10 Cassowary Bend, Eaton, WA 6232  
ABN: 71 163 019 485  
AFS: 451 134