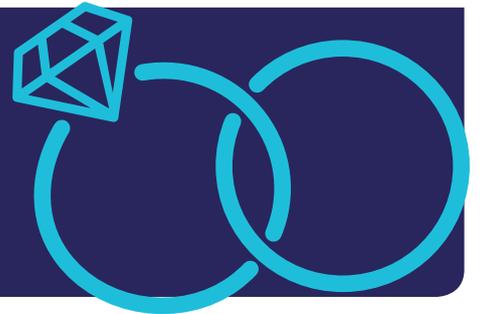


phone: ☎ Customer Services 0330 456 0546

email: @ pybadmin@advent.global

web: w [www.protectyourbubble.com](http://www.protectyourbubble.com)

# Jewellery Insurance



## Terms and Conditions

# JEWELLERY INSURANCE TERMS AND CONDITIONS

## Definitions

Certain words and phrases have special meanings and have the same meaning wherever they appear in this policy or the **schedule of insurance**. The words will always appear in **bold**.

**Accidental damage** shall mean the unintentional physical loss or physical damage of **your insured item(s)**, with visible evidence of an external force applied.

**Accidental loss** shall mean the physical loss of **your insured item(s)**.

**Home** shall mean **your** private dwelling(s) stated in the **schedule of insurance**.

**Insured item** shall mean the item(s) insured by **us** and purchased by **you** as detailed in **your schedule of insurance**.

**Inception** shall mean the date **your** cover begins with **us**, as detailed in **your schedule of insurance**.

**Jewellery Gift Card** shall mean a retailer's card that is pre-loaded with a financial value that **we** may issue to **you** in settlement of a claim. The card may only be used by **you** and is valid for twelve months from the date of issuance. The card can be used once or several times until the pre-loaded value is spent.

**Period of cover** shall mean the period shown in **your schedule of insurance**.

**Proof of ownership** shall mean the original purchase receipt or gift receipt from the retailer that supplied **your insured item(s)** to **you**, including date of purchase, the purchase amount and the retailer's name.

**Reasonable care** shall mean the reasonable measures **we** expect **you** to take to keep **your insured item(s)** safe from **accidental damage, accidental loss** or **theft**.

**Repair** shall mean the restoration of an **insured item**, following an incident of **accidental damage**, to a condition that is as close as is practicable to its condition immediately prior to the **accidental damage** occurring.

**Schedule of insurance** shall mean the document showing **your** name, address, **insured item(s)**, the **period of cover** and other important details that was given to **you** when **you** purchased this insurance.

**Sum insured** shall mean the most **we** will pay for **your insured item(s)** as shown in the **schedule of insurance**.

**Theft** shall mean the unlawful taking of **your insured item(s)** against **your** will by another party, with the intention of permanently depriving **you** of it.

**We, us, our** shall mean W. R. Berkley Syndicate 1967 at Lloyd's of London.

**You, your** shall mean the person who owns the **insured item(s)** and is named in the **schedule of insurance**.

## Introduction

This document is a legal agreement and tells **you** about the benefits, conditions and exclusions of **your** jewellery insurance policy. Please read this document carefully to make sure **you** understand the cover provided and comply with the terms and conditions. The benefits, conditions and exclusions of this policy apply to **you** as the owner of the **insured item(s)**.

This policy is designed for people who do not have their items of jewellery insured elsewhere, or wish to insure them separately, and who want to cover the costs of **repair** or replacement should the **insured item(s)** suffer **accidental loss, accidental damage** or **theft**. This insurance is subject to the terms, conditions and limitations, as set out in this document.

In return for the payment of **your** premium, **we** will provide insurance for **your insured item(s)** during the **period of cover** as stated in **your schedule of insurance** and subject to the terms, conditions and limitations shown below or as amended in writing by **us**. It is a condition of this policy that **your insured item(s)** is owned by **you**.

This insurance is arranged by Protect Your Bubble, which is a trading name of Assurant Direct Limited, and bound via a binding authority agreement held by Advent Solutions Management Ltd granted by W.R. Berkley UK Ltd on behalf of W. R. Berkley Syndicate 1967 at Lloyd's of London. W. R. Berkley Syndicate Management Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. The W. R. Berkley Syndicate Management Limited Firm Reference Number is 568355. This can be checked on the Financial Services Register by visiting the website [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the Financial Conduct Authority on 0800 111 6768.

## Premium Payment

If **you** have chosen to pay by monthly Direct Debit and the Direct Debit premium payment is cancelled or unsuccessful at any given time, no benefits shall be due whatsoever. If **you** have chosen to make an annual payment and the premium payment is cancelled or unsuccessful no benefits shall be due whatsoever. **We** will inform **you** that payment has not been collected and cancel **your** policy if payment is still not received within a specified period of time.

## Policy Renewal

Each year **we** will contact **you** approximately one month before **your** policy renewal date and offer to renew **your** policy. If **you** do not tell **us** that **you** do not wish to continue **your** policy then **we** will automatically renew **your** policy. If for any reason **we** are unable to automatically renew **your** policy **we** will still contact **you** approximately one month before **your** renewal date and invite **you** to renew **your** policy at [www.protectyourbubble.com](http://www.protectyourbubble.com). **We** reserve the right to not offer **you** a renewal.

At renewal **we** may adjust the **sum insured** according to an appropriate index. This is designed to ensure that in the event of a loss, the compensation **you** receive from **us** is as close as possible to that which is required for replacement of **your insured item(s)**. If **we** adjust the **sum insured**, **we** will also adjust the premium in the same proportion.

For example, if **you** insure a ring for £1,250 for which **you** pay a premium of £50.28 and **we** propose to increase the **sum insured** by 5% to £1,312, the premium **you** pay would also increase by 5% to £52.79. The index **we** will use is a general inflationary index and in no way guarantees that the **sum insured** for **your insured item(s)** will be sufficient for replacement at the time of loss.

## Misrepresentation, Fraudulent Claims and Fraud Prevention

**You** must take care when answering any questions **we** ask or providing **us** with any information to ensure it is accurate and complete. In deciding to accept this insurance and in setting the terms and premium, **we** have relied on the information **you** have given **us**.

If **you** or anyone acting on **your** behalf makes any dishonest or fraudulent claim or supports a claim with a false or fraudulent document or statement, **your** policy will be void from **inception** and **you** will forfeit all rights under the policy. In such circumstances **we** reserve the right to retain all premiums and to recover any sums paid by way of benefit under the policy. **Your** details may also be passed to the police.

Should fraud be identified on a claim, **we** reserve the right to cancel any and every policy **you** currently have with **us**, or which **you** purchase in the future. In addition, **your** details will be listed in **our** records for fraud prevention purposes.

For full details of the checks **we** may make to prevent fraud, please visit [www.protectyourbubble.com](http://www.protectyourbubble.com).

If **we** establish that **you** deliberately or recklessly provided **us** with false or misleading information **we** will treat this policy as if it never existed and decline all claims.

If **we** establish that **you** carelessly provided **us** with false or misleading information it could adversely affect **your** policy and any claim. For example, **we** may:

- treat this policy as if it had never existed and refuse to pay all claims and return the premium paid. **We** will only do this if **we** provided **you** with insurance cover which **we** would not otherwise have offered;
- amend the terms of **your** insurance. **We** may apply these amended terms as if they were already in place if a claim has been adversely impacted by **your** carelessness;
- reduce the amount **we** compensate **you** for a claim in the proportion the premium **you** have paid bears to the premium **we** would have charged **you**; or
- cancel **your** policy in accordance with the Cancellation condition below.

**We** will write to **you** if **we**:

- intend to treat **your** policy as if it never existed; or
- need to amend the terms of **your** policy.

If **you** become aware that information **you** have given **us** is inaccurate, **you** must inform **us** as soon as practicable, by:

- Calling us on 03300 412 188 (lines open Monday – Friday, 9.00am – 5.30pm)
- Emailing us at [pybclaims@criterioncm.com](mailto:pybclaims@criterioncm.com)
- Writing to us at Protect Your Bubble Jewellery Claims, 2 Birtley Courtyard, Bramley, Surrey GU5 0LA

## What is covered by this policy

**We** will insure **your insured item(s)** against **accidental loss**, **accidental damage** and **theft** anywhere in the world up to the **sum insured** during the **period of cover**, subject to the terms, conditions and limitations set out in this policy.

## What will happen in the event of a loss

In no event will we agree to a settlement for more than the sum insured.

If **you** have chosen to pay by Direct Debit then the remaining annual premium due to **us** will be deducted from the compensation **you** receive from **us**.

### Accidental damage

If **your insured item(s)** suffers **accidental damage** **we** will **repair** it, or if **we** cannot **repair** it or the cost to **us** to **repair** it exceeds the **sum insured** for that **insured item(s)** **we** will provide **you** with a **jewellery gift card** equivalent to the **sum insured** for that **insured item(s)**. **We** will not pay or compensate **you** for any reduction in value of the **insured item(s)** following **repair**.

### Accidental loss or theft

If **your insured item(s)** suffers **accidental loss** or **theft** **we** will provide **you** with a **jewellery gift card** equivalent to the **sum insured** for that **insured item(s)**.

### Items forming part of a set

If the **insured item(s)** forms part of a pair or set, then **we** will compensate **you** for the full **sum insured** of the pair or set. If **we** compensate **you** for the full **sum insured** of a pair or set then **we** will have the right to take possession of the remaining part of the pair.

## Exclusions that apply to your cover

- A. **We** will not accept any claim for **accidental damage**:
- a. where the damage to **your insured item(s)** is not consistent with that which **you** reported to **us** when **you** first notified **us** of the loss. If, in the sole opinion of **our** repairers, the damage is not consistent with what was reported to **us** then the item will be returned to **you** unrepaired. **You** will not be able to claim again for that damage;
  - b. caused by or resulting from mechanical fault or electrical breakdown of **your insured item(s)**;
  - c. caused by or resulting from wear and tear, denting, scratching or any gradually occurring deterioration;
  - d. caused by or resulting from any process of cleaning, restoration, maintenance or alteration.
- B. **We** will not accept any claim for **accidental loss** or **theft**:
- a. where the **insured item(s)** was lost or suffered **theft** outside of **your home** unless the **insured item(s)** is:
    - i. being worn by **you**; or
    - ii. being carried by **you** by hand or about **your** person; or
    - iii. deposited in a locked safe or locker with the keys removed;
  - b. where the disappearance of the **insured item(s)** cannot be explained to **our** reasonable satisfaction.
- C. **We** will not accept any claim:

- a. for **accidental loss** or **accidental damage** caused by or resulting from deliberate or criminal acts caused by **you** or a member of **your** family or any person lawfully on **your** premises;
- b. for any expense or loss incurred as a result of not being able to use **your insured item(s)**;
- c. where **you** cannot validate the circumstances of the claim to **our** satisfaction or where **we** identify fraudulent behaviour;
- d. for any loss, expense or liability directly or indirectly caused by or resulting from the **insured item(s)** being confiscated, taken, damaged or destroyed by or under the order of any government or public authority;
- e. for any loss, expense or liability directly or indirectly caused by or resulting from war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power;
- f. for any loss, expense or liability directly or indirectly caused by or resulting from ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, or the radioactive, toxic, explosive or otherwise hazardous properties of any explosive nuclear assembly or nuclear component;
- g. where doing so would expose **us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

## General Conditions and Limitations

- A. **You** must take **reasonable care** to protect **your insured item(s)**. If **you** make a claim and **we** determine that **you** have not taken **reasonable care** to avoid loss, **we** may refuse to accept **your** claim or reduce the value of any settlement **we** make for the claim;
- B. **You** must ensure that any **insured item(s)** that contains set precious stones with a **sum insured** greater than £5,000 has been maintained at **your** expense not less than once every three years by a National Association of Goldsmiths registered jeweller and **you** have their written confirmation. If **you** make a claim for **accidental loss** or **accidental damage** and you have not complied with this condition **we** may refuse to accept **your** claim or reduce the value of any settlement **we** make for the claim;
- C. The **insured item(s)** must have been purchased as new by **you** within 5 years of the date at which **you** purchased **your** first policy from **us** and **you** must have a valid **proof of ownership**. **You** must provide **us** with **proof of ownership** of **your insured item(s)** before **we** can accept any claim;
- D. If **you** replace **your insured item(s)** or purchase additional items to be insured, **you** will need to notify **us** and pay any additional premium **we** shall require;
- E. Once **we** have issued **you** with a **jewellery gift card** in settlement of a claim for an **insured item(s)**, the **insured item(s)** becomes **our** property and **you** must send it to **us** if **we** ask **you** to;
- F. If a claim is paid for **accidental loss** or **theft** and **your insured item(s)** is subsequently recovered, **you** must notify **us** at by
  - a. Calling us on 03300 412 188 (lines open Monday – Friday, 9.00am – 5.30pm)
  - b. Emailing us at [pybclaims@criterioncm.com](mailto:pybclaims@criterioncm.com)
  - c. Writing to us at Protect Your Bubble Jewellery Claims, 2 Birtley Courtyard, Bramley, Surrey GU5 0LA

Failure to do so may result in legal proceedings being taken against **you** and **you** may be liable for costs incurred. If **we** recover any **insured item(s)** after a loss, **we** will write to **you** at the correspondence address shown in **your schedule of insurance** and **you** can buy it back from **us** within 60 days by paying **us** the amount **we** paid for **your** claim plus interest at the London Inter-Bank Offered Rate;

- G. The most **we** will compensate **you** for in settlement of a claim is the relevant **sum insured**. If there is more than one of **you**, the total amount **we** will compensate **you** for in settlement of a claim will not exceed the amount of the full settlement of the claim to any one of **you**;
- H. **You** must be at least 18 years of age at the time of policy **inception** and a United Kingdom resident.
- I. If **you** have previously declared bankruptcy, **you** are not eligible for this insurance.
- J. If **you** have ever been convicted of a criminal offence or have been charged but not yet tried, **you** are not eligible for this insurance.

## How to make a claim

If **you** intend to make a claim **you** must notify **us** as soon as reasonably possible after the occurrence of the loss or damage.

If **you** are making a claim for **theft**, **you** must report the loss to the police and obtain a crime reference number. If **we** are unable to verify the crime reference number **we** will request a police report. **We** will not proceed with a claim until **we** have this information.

You can make a claim by:

- Calling us on 03300 412 188 (lines open Monday – Friday, 9.00am – 5.30pm)
- Emailing us at [pybclaims@criterioncm.com](mailto:pybclaims@criterioncm.com)
- Writing to us at Protect Your Bubble Jewellery Claims, 2 Birtley Courtyard, Bramley, Surrey GU5 0LA

Upon request, **you** will need to send **us your proof of ownership** via post, e-mail or fax.

You will have 14 days from the date of receiving your repaired insured item(s) or jewellery gift card to contact us with any concerns or complaints. If you do not contact us within this period:

- a) any and all claims under this policy in connection with the accidental damage, accidental loss or theft of the insured item will be deemed to be settled; and
- b) we will be fully discharged and released from all such claims.

You can find more information about how to make a claim at [www.protectyourbubble.com](http://www.protectyourbubble.com)

## Assigning your Policy

The benefits of this policy cannot be transferred to someone else or to any other entity without **our** written permission.

## Law & Jurisdiction

The law applicable to this insurance shall be English law and this insurance shall be subject to the jurisdiction of the courts of England and Wales.

## Cancellation of your Policy

**You** may cancel this insurance within the first 14 days and receive a full refund if **you** have not made a claim, without giving reason, by:

- Calling **our** customer services team on 0333 456 0546 (lines open Monday – Friday, 9.00am – 5.00pm);
- Emailing **our** customer services team at [pybadmin@advent.global](mailto:pybadmin@advent.global);
- Writing to **us** at Protect Your Bubble Jewellery Insurance, 3 Lombard Street, London, EC3V 9AA.

If **you** wish to cancel **your** insurance after the initial 14 day period, **you** can do so by using the same contact details as above.

If **you** have paid the full annual premium, not made a claim and wish to cancel **your** policy **you** will be entitled to a pro rata refund. This means that a refund will only be given for every complete month of the policy remaining, from the date **you** request the policy to be cancelled. If **you** pay by Direct Debit, then the Direct Debit will cease from the next cancellation date.

For example, if **you** have an annual premium of £65.89 and request that **your** policy is cancelled during the seventh month, **you** will be entitled to a refund for the remaining full 5 months. This will be calculated as 5/12th of the premium **you** have paid as follows: the premium taken for a policy is £65.89, therefore the refund would be  $£65.89/12 \times 5 = £27.45$ .

Cancellations will not be backdated.

Where **you** have made a claim and wish to cancel **your** policy **you** will not be entitled to a pro rata refund.

**We** may cancel **your** policy at any time by providing 30 days' notice in writing to **your** address shown in **your schedule of insurance**:

- in the event of non-payment of premium; or
- due to a change in **your** circumstances occurring which means **we** can no longer provide the cover; or
- due to **your** non-cooperation or **your** failure to supply any information or documentation requested; or
- due to **your** threatening or abusive behaviour or **your** use of threatening or abusive language.

If **we** cancel **your** policy and **you** have not made any claim during the **period of cover**:

- and **you** have paid the annual premium, **you** will be entitled to a pro rata premium refund. This means that a refund will be given for every complete month of the policy remaining from the date 30 days after **you** receive **our** written notice of cancellation; or
- if **you** are paying **your** annual premium by monthly instalments, **we** will not collect any further instalments after **you** receive **our** written notice of cancellation.

## Complaints Procedure

**Our** aim is to ensure that all aspects of **your** insurance are dealt with promptly, efficiently and fairly. At all times **we** are committed to providing **you** with the highest standard of service.

If **you** have any questions or concerns about **your** policy or the handling of a claim **you** should, in the first instance, contact:

The Quality Assurance Manager,  
Protect Your Bubble Jewellery Insurance,  
3 Lombard Street,  
London, EC3V 9AA

**Telephone:** 0333 456 0546 (lines open Monday – Friday,  
8.30am – 5.30pm)

**Email:** [pybadmin@advent.global](mailto:pybadmin@advent.global)

In the event that **you** remain dissatisfied and wish to make a complaint, **you** can do so at any time by referring the matter to:

Compliance Department,  
W. R. Berkley Syndicate Management Limited,  
34 Lime Street,  
London EC3M 7AT.  
Tel: 020 7088 1967  
Email: [wrbsukcomplaints@wrbsyndicate.com](mailto:wrbsukcomplaints@wrbsyndicate.com)

Alternatively **you** may contact the Complaints Team at Lloyd's. The address of the Complaints Team at Lloyd's is:

Complaints,  
Lloyd's, One Lime Street,  
London EC3M 7HA  
Tel: 020 7327 5693  
Fax: 020 7327 5225  
**Email:** [complaints@lloyds.com](mailto:complaints@lloyds.com)  
**Website:** [www.lloyds.com/complaints](http://www.lloyds.com/complaints)

Details of Lloyd's complaints procedures are set out in a leaflet "Your Complaint – How We Can Help" available at [www.lloyds.com/complaints](http://www.lloyds.com/complaints) and are also available from the above address. If **you** remain dissatisfied after Lloyd's has considered **your** complaint, **you** may have the right to refer **your** complaint to the Financial Ombudsman Service (FOS).

The contact details for the FOS are:  
The Financial Ombudsman Service, Exchange Tower, London E14 9SR. Tel: 0800 0234 567 (calls to this number are free from fixed lines in the UK) or 0300 123 9123 (calls to this number are charged at the same rate as 01 and 02 numbers on mobile phone tariffs in the UK). Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

You may also submit your complaint via the Online Dispute Resolution Platform: <http://ec.europa.eu/odr>.

Making a complaint does not affect **your** right to take legal action.

## Compensation

Lloyd's insurers are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if a Lloyd's insurer is unable to meet its obligations to **you** under this policy. If **you** are entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this policy. Further information about the Scheme is available from the Financial Services Compensation Scheme (10<sup>th</sup> Floor, Beaufort House, 15 St. Botolph Street, London EC3A 7QU) and on their website: [www.fscs.org.uk](http://www.fscs.org.uk).

## Data Protection

**You** should understand that any information **you** have provided will be processed by **us**, in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims or complaints, if any, which may necessitate providing such information to other parties.

The information **you** supply will be used to keep **you** informed of any changes to insurance products **you** have bought, for internal analysis and research, to identify **you** when you contact **us** and to send **you** marketing literature from Protect Your Bubble, if at the time of purchase **you** requested to receive this information. If **you** do not wish to receive such information please contact **us** by email at [pybadmin@advent.global](mailto:pybadmin@advent.global), or by telephone on 0333 456 0546.

**You** are advised that any telephone call made to **our** Policy Administration, Customer Services and Quality Assurance departments may be monitored and recorded. This is to monitor the accuracy of information provided to **our** customers and **our** own staff. It may also be used to provide additional training to **our** staff or to prove that **our** procedures comply with legal and regulatory requirements. **Our** staff is aware that calls can be recorded and monitored.

## Contact details

Protect Your Bubble Jewellery Insurance,  
3 Lombard Street,  
London,  
EC3V 9AA.

2016.06.07

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bubble.com**  
by Assurant®