

**PLEASE READ YOUR ENTIRE POLICY CAREFULLY
THIS IS A JEWELRY REPAIR OR REPLACEMENT POLICY**

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Endorsements and schedules may also be part of this policy. They are identified on the Declarations Page. This coverage may be subject to the provisions of endorsements that are part of this policy.

Words and phrases that have special meaning are shown in quotation marks. The special meanings for these words and phrases are set forth in Definitions.

Agreement

In return for “your” payment of the required premium, “we” provide the coverage described in this policy during the policy period subject to the policy “terms”.

By accepting this policy, “you” agree that the statements on the Declarations Page and any application are “your” agreements and representations. This policy is issued in reliance upon the truth of “your” representations during the application process and it includes all agreements existing between “you” and “us” or any of “our” representatives. Any application, whether written or electronic, is a part of this policy.

Definitions

1. "Covered property" means items shown on the Declarations Page under Scheduled Jewelry.
2. "Insured" means:
 - a. "you";
 - b. "your" spouse living in the same household; including "your" domestic partner or a party to a civil union with the "Insured", when the civil union is established under the laws of "your" state and the party is a resident of the same household;
 - c. "your" relatives who reside in "your" household;
 - d. persons other than "your" relatives under the age of 21 who reside in "your" household and are in "your" care or the care of "your" relatives who reside in "your" household; or
 - e. The individual wearing "covered property" listed as an Additional Insured in the Declarations Page.
3. "Terms" means the provisions, limitations, exclusions, conditions, and definitions used in this policy.
4. "We", "us", and "our" mean the company providing this coverage.
5. "You" and "your" mean the individual(s) listed in the Policyholder & Additional Insured section of the Declarations Page. It also includes your spouse as defined above in item 2), part b.
6. "Limit" means the Insured Limit shown on the Declarations Page under Scheduled Jewelry.
7. "Occurrence" means a single event or an accident or series of accidents caused by a single event.
8. "Service plans" include, but are not limited to:
 - a. service agreements;
 - b. extended warranty plans; and

c. product protection plans.

9. "Actual cash value" means the amount which it would cost to repair or replace "covered property" with material of like kind and quality, less allowance for physical deterioration and depreciation, including obsolescence.

Property Covered

"We" cover direct physical loss or damage caused by a covered peril to "your" "covered property" while it is anywhere in the world.

Property Not Covered

"We" do not cover contraband, or property in the course of illegal transportation or trade.

Perils Covered

"We" cover direct physical loss or damage to "your" "covered property" unless the loss is caused by a peril that is excluded.

Perils Excluded

"We" do not pay for loss or damage caused directly or indirectly by one or more of the following excluded causes or events. Such loss or damage is excluded regardless of other causes or events that contribute to or aggravate the loss, whether such causes or events act to produce the loss before, at the same time as, or after the excluded causes or events.

1. **Civil Authority** – "We" do not pay for loss of "covered property" caused by order of civil authority, including:

- a. seizure;
- b. confiscation;
- c. destruction; or
- d. quarantine.

“We” do cover loss resulting from acts of destruction by the civil authority to prevent the spread of fire, unless the fire is caused by a peril excluded under this coverage.

2. Deterioration Or Inherent Vice – “We” do not pay for:

- a. gradual deterioration;
- b. inherent vice; or
- c. any quality, fault, or weakness that is intrinsic to the “covered property” that causes it to damage or destroy itself.

3. Intentional Acts – “We” do not pay any “insured” for a loss that results from any act committed:

- a. by an “insured”, alone or in collusion with another; or
- b. at the direction of an “insured”;

with the intent to cause a loss.

This exclusion applies even with respect to an “insured” who was not involved in the commission or direction of the act that caused the loss.

4. Nuclear Hazard –

- a. “We” do not pay for loss caused by: nuclear reaction, nuclear radiation, or radioactive contamination:
 - i. whether controlled or uncontrolled;
 - ii. however caused; or
 - iii. any consequence of such reaction, radiation, or contamination.
- b. Loss caused by nuclear reaction, radiation, or radioactive contamination is not considered loss caused by:
 - i. fire;

- ii. explosion; or
- iii. smoke.

Even if this policy provides coverage for loss caused by one or more of these perils.

- c. Direct loss from fire is covered, if caused by:
 - i. nuclear reaction;
 - ii. radiation;
 - iii. or radioactive contamination.

5. Voluntary Parting – “We” do not pay for loss caused by or resulting from voluntary parting with title to or possession of any “covered property” by an “insured” because of:

- a. the acceptance of:
 - i. counterfeit money or fraudulent money orders;
 - ii. checks or promissory notes which are not paid upon presentation;
 - iii. credit cards that are illegally obtained and/or used; or
- b. any other fraudulent scheme, trick, or false pretense.

6. War And Military Action – “We” do not pay for loss caused by:

- a. war, including undeclared or civil war;
- b. warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any:
 - i. government entity;
 - ii. sovereign entity;
 - iii. or other authority using military personnel or other agents; or
- c. insurrection, rebellion, revolution, usurped power; or action taken by governmental authority in hindering or defending against any of these.

With respect to any action that comes within the "terms" of this exclusion and involves nuclear reaction, radiation, or radioactive contamination, this War And Military Action exclusion supersedes the Nuclear Hazard exclusion.

Discharge of a nuclear weapon is deemed a warlike action even if it is accidental.

7. Wear & Tear, Maintenance, And Mechanical & Electrical Breakdown –

- a. "We" do not pay for loss or damage caused by:
 - i. wear and tear;
 - ii. regular maintenance; and
 - iii. mechanical & electrical breakdown or failure.
- b. However, "we" will pay for the following which are caused by normal wear and tear:
 - i. prong retipping;
 - ii. broken, worn or bent prongs;
 - iii. broken earring posts;
 - iv. clasp replacement;
 - v. restringing of broken or stretched pearl strands; and
 - vi. stone tightening.

8. Neglect – "We" do not pay for loss caused by the neglect of an "insured" to use all reasonable means to save and preserve "covered property" at and after the time of a loss.

9. Prior Damage – If the "covered property" was damaged before the loss, "we" will not pay to repair the prior damage.

10. Shipment Of Property By Mail – "We" do not pay for loss or damage when shipping "covered property", unless it is shipped under receipt.

What Must Be Done In Case Of Loss

1. Protect The Covered Property – "You" must take all reasonable steps to protect or recover the "covered property" at and after a loss has "occurred" to avoid further loss.

2. Notice – In case of a loss, "you" must:

- a. give "us" or "our" agent prompt notice including a description of the property involved ("we" may request written notice); and
- b. give notice to the police in the case of a loss from a violation of law.

3. Proof Of Loss – "You" must send "us", within 90 days after "our" request, a signed, sworn proof of loss. This must include the following information:

- a. the date, time, place, and details of the loss;
- b. other insurance policies or "service plans" that may cover the loss;
- c. "your" interest and the interest of all others in the "covered property" involved in the loss, including all liens and encumbrances;
- d. changes in the title of the "covered property" during the policy period; and
- e. an inventory of "your" lost and damaged "covered property". This must show in detail the:
 - i. quantity;
 - ii. description;
 - iii. cost; and
 - iv. actual cash value;

of the "covered property", and the amount of the loss. Copies of all bills, receipts, and related documents that substantiate the inventory must be attached.

- 4. Additional Duties** – As often as “we” may reasonably request, all “insureds” must:
- submit to examination under oath in matters that relate to the loss or claim and sign such statement made under oath;
 - assist “us” in obtaining the attendance of other people for examination under oath (if more than one person is examined, “we” have the right to examine and receive statements separately and not in the presence of the others);
 - exhibit damaged and undamaged “covered property”; and
 - produce all records and documents relating to value, loss, and cost of “covered property” and permit copies and extracts to be made from them.
- 5. Cooperation** – “You” must cooperate with “us” in performing all acts that are required by this policy.
- 6. Abandonment** – “You” may not abandon the “covered property” to “us” without “our” written consent.

the same kind and quality, to the extent practicable;

- 125% of the “limit” of the “covered property”.

When “we” replace or repair the “covered property”, it will be from the stock of the jeweler from whom the “covered property” was purchased or another jeweler who is approved by “us”.

- 4. Insurance Under More Than One Policy** – If a loss covered by this policy is also covered by other insurance, “we” will pay only the proportion of the loss that the “limit” of insurance that applies under this policy bears to the total amount of insurance covering the loss.
- 5. Coverage Under A Service Plan** – If a loss is covered by this policy and the loss is also covered by a “service plan”, “we” pay only for the amount of covered loss in excess of the amount due from the “service plan”. But “we” do not pay more than the applicable “limit”.
- 6. Loss To A Pair, Set, Or Part** – If there is a loss to “covered property” that is part of a pair or set, or consists of several components when complete, “we” may at “our” option:

- pay “our” cost to repair or replace the lost or damaged part to restore the pair or set to its value just before the loss;
- pay “our” cost to replace the entire pair or set, or complete item; or
- pay the “actual cash value” of the lost or damaged pair or set, or complete item.

As a condition of b. and c. above, “you” agree to turn over to “us” the remaining parts of the pair or set, or complete item.

How Much We Pay

- 1. Insurable Interest** – “We” do not cover more than “your” insurable interest in the “covered property”.
- 2. Deductible** – “We” pay only that part of “your” loss over the Deductible amount shown on the Declarations Page for each item in any one “occurrence”.
- 3. The Amount Of Loss Settlement** – Subject to paragraphs 1., 2., 4., and 5. under How Much We Pay, “we” pay the lesser of:
 - the amount determined in paragraph 6. under How Much We Pay;
 - “our” cost to repair, replace, or rebuild the “covered property” with material of

Loss Settlement

- 1. Our Loss Settlement Options** – “We” may at “our” option:

- a. repair, replace, or rebuild the “covered property”; or
- b. settle based on the “actual cash value” of the “covered property” at the time of loss.

“We” may take all or part of the damaged “covered property” at the agreed or appraised value. “Covered property” that “we” have paid for or replaced will become “our” property.

- 2. **Your Property** – “We” adjust all losses with “you”.
- 3. **Losses Paid By Others** – “We” will not pay for the part of a loss that has been paid by others.
- 4. **Conditions For Settlement Of Loss** – A covered loss will be settled within 30 days after a satisfactory proof of loss is received and the amount of the loss has been established either by:
 - a. written agreement with "you";
 - b. the filing of an appraisal award with "us"; or
 - c. the entry of a final judgment in a court of law.

The appraisers will determine and list separately:

- a. the amount of the loss;
- b. the value of the “covered property”; and
- c. the cost to repair or replace the “covered property”.

If the appraisers submit a written report of an agreement to “us”, the amount agreed upon will be the amount of the loss. If the appraisers fail to agree within a reasonable time, they will submit only their differences to the umpire. Written agreement, so itemized and signed by any two of these three, sets the amount of the loss. “You” and “we” will be bound by that amount.

Each appraiser will be paid by the party selecting that appraiser. Other expenses of the appraisal and the compensation of the umpire will be paid equally by “you” and “us”.

- 2. **Assignment** – This policy may not be assigned without “our” written consent.
- 3. **Change, Modification, Or Waiver Of Policy Terms** –
 - a. A waiver or change of the “terms” of this policy must be issued by “us” in writing to be valid. If a premium adjustment is necessary, “we” will make the adjustment as of the effective date of the change.
 - b. “Our” request for an appraisal or examination under oath does not waive policy “terms”.
- 4. **Conformity With Statutes** – The “terms” of this policy in conflict with statutes applicable to this policy are changed to conform to those statutes.
- 5. **Covered Property In Someone Else’s Possession** – If the “covered property” is a gift or an engagement ring, the name of the individual who has possession of the “covered property” must be included on the Declarations Page under Additional Insured.
- 6. **Death** – The “terms” in a. and b. below apply if any “insured” dies.

Conditions

- 1. **Appraisal** – Either party may demand an appraisal if “you” and “we” do not agree on the amount of the loss, the value of the “covered property”, or the cost to repair or replace the “covered property”.

If either party makes a written demand for appraisal, each will select a competent, independent appraiser and notify the other of the appraiser’s identity within 20 days after the receipt of the written demand. The two appraisers will then select a competent, impartial umpire. If the two appraisers are unable to agree upon an umpire within 15 days, “you” or “we” may request that the choice be made by a judge of a court of record in the state of “your” residence.

- a. "We" provide coverage for the legal representative of the deceased person:
 - i. but only with respect to "covered property" of the deceased person at the time of death; and
 - ii. only to the extent that coverage is provided by this policy.
- b. "Insured" includes:
 - i. an "insured" who is a member of the deceased person's household at the time of the deceased person's death, but only while such person resides at the deceased person's household; and
 - ii. persons having proper, temporary custody of the deceased person's "covered property", but only with respect to such property and only until such time as a legal representative is appointed and qualified.

7. Liberalization – If a revision of a form or endorsement that broadens coverage without an additional premium is adopted during the policy period, or within 60 days before the policy is effective, the broadened coverage will apply.

8. Misrepresentation, Concealment, Or Fraud – This policy may be void as to "you" and any other "insured" if, before or after a loss:

- a. "you" or any other "insured" have willfully concealed or misrepresented:
 - i. a material fact or circumstance that relates to this insurance or the subject thereof; or
 - ii. "your" interest herein; or
- b. there has been fraudulent conduct or false swearing by "you" or any other "insured" with regard to a matter that relates to this policy or the subject thereof.

No action or inaction by "us" will be deemed a waiver of this provision.

9. No Benefit To Others – This policy will not directly or indirectly benefit anyone having custody of the "covered property".

10. Policy Period – "We" pay for a covered loss that "occurs" during the policy period.

11. Recoveries – In the event of a recovery, any "covered property" replaced or paid for will become "our" property. "You" must notify "us" or "we" must notify "you" promptly if either receives a recovery for a loss "we" have settled.

12. Renewal Offer – If "we" offer to renew and "you" or "your" representative do not accept, this policy will automatically terminate at the end of the current policy period. Failure to pay the required renewal premium when due shall mean that "you" have not accepted "our" offer.

The renewal premium will be calculated using rates in effect at each anniversary date.

13. Nonrenewal – "We" may elect not to renew this policy by giving "you" written notice at least 30 days before the expiration date of this policy. "Our" notice will state the reasons for nonrenewal. The notice will be delivered or mailed to "you" at the address shown in the Policyholder section of the Declarations Page. Proof of delivery or mailing is sufficient proof of notice.

14. Restoration Of Coverage – A loss "we" pay under this policy does not reduce the applicable coverage amount, unless it is a total loss to a scheduled item. In the event of a total loss to a scheduled item, "we" will refund the unearned premium on that item.

15. Subrogation – If "we" pay for a loss, "we" may require "you" to assign to "us" "your" right of recovery against others. "You" must do all that is necessary to secure "our" rights. "We" do not pay for a loss if "you" impair this right to recover. "You" may waive "your" right to recover from others in writing before a loss "occurs".

16. Suit Against Us – No suit to recover for a loss may be brought against "us" unless:

- a. all the "terms" of this policy have been complied with; and

- b. the suit is commenced within 12 months after “you” first have knowledge of the loss.

If any applicable law makes this limitation invalid, then the suit must begin within the shortest period permitted by law.

Canceling This Policy

1. **If You Cancel** – “You” may cancel this policy at any time by returning the policy to “us” or by giving “us” written notice and stating at what future date coverage is to stop.
2. **If We Cancel** – “We” may cancel this policy at any time by giving “you” written notice at least 10 days before cancellation is effective. “Our” notice will state the reasons for cancellation. The notice will be delivered or mailed to “you” at the address shown in the Policyholder section of the Declarations Page. Proof of delivery or mailing is sufficient proof of notice. The date of the cancellation stated in the notice will become the end of the policy period.
3. **Refund Of Premium** – Payment or tender of unearned premium is not a condition of cancellation. If either party cancels this policy, the unearned premium will be calculated on a pro rata basis and refunded. If the unearned premium is not refunded with the cancellation notice, it will be sent to “you” within a reasonable time.