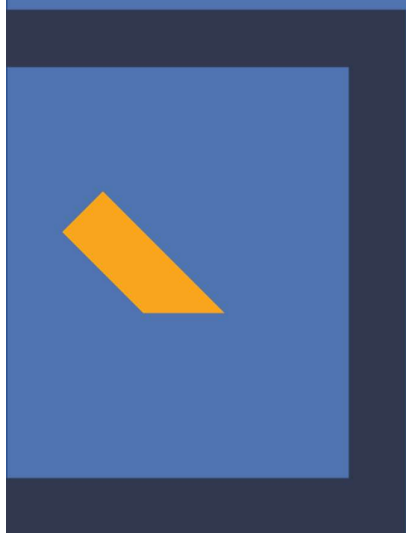


# VIRTU

PERSONAL JEWELLERY COLLECTION

APJC22





## 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).

**Damage** Shall mean the physical damage to your insured item(s)

**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.

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

**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 Apollo Syndicate Management Limited authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Firm Reference No. 660939)

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



## **AGREEMENT**

In return for your payment of the premium detailed in the schedule of insurance, we provide the coverage described in this agreement and the schedule of insurance. You should check the schedule of insurance to see which sections of this policy are in force and how they may have been amended.

## **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 shown in the schedule of insurance, 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 pay you more than the sum insured.

The Basis of Valuation in the event of loss or damage

### 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 pay you the sum insured for that insured item(s) or at our discretion replace it, less the amount of the excess. We will not pay you for any reduction in value of the insured item(s) following repair.

### Accidental loss or theft

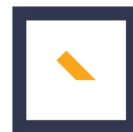
If your insured item(s) suffers accidental loss or theft we will pay you the sum insured for that insured item(s) or at our discretion replace it, less the amount of the excess.

### Items forming part of a set

If the insured item(s) forms part of a pair or set, then we will pay you for the full sum insured of the pair or set or at our discretion replace the pair or set less the amount of the excess. 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.

Notwithstanding anything contained herein to the contrary, it is understood and agreed that in the event of a claim being made by you for loss of or damage to the Property Insured, the onus of proving the value of any items for which the claim is made shall be upon you. However, under no circumstances shall any recovery made by you hereunder for loss of or damage to any Property Insured exceed the amount set for said item in the Schedule.

In the event of breach of this term, you shall have no liability under this Policy, unless you show that non-compliance with this term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred. When you are making any recovery hereunder for loss of or damage to the Property Insured, presentation of satisfactory proof of value and ownership must be made to and accepted by you.



## EXCLUSIONS THAT APPLY TO YOUR COVER

- A. We will not cover mysterious disappearance, unexplained loss of any Item Insured
- B. We will not accept any claim for accidental damage:
  - a. caused by or resulting from mechanical fault or electrical breakdown of your insured item(s);
  - b. caused by or resulting from wear and tear, denting, scratching, inherent vice, rust or oxidisation, moth, parasites or vermin or any gradually occurring deterioration;
  - c. caused by or resulting from any process of cleaning, restoration, maintenance or alteration.
- C. We will not accept any claim for accidental loss or theft:
  - a. where the insured item(s) was lost or suffered theft 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;This exclusion does not apply to insured item(s) with a combined value of up to the Discretionary Allowance (if any allowance is granted) as shown in the schedule of insurance.
  - b. where the disappearance of the insured item(s) cannot be explained to our reasonable satisfaction.
- D. 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 members of your household 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. Once we have paid you the sum insured for an insured item(s) in settlement of a claim for an insured item(s), the insured item(s) becomes our property and you must release it to us if we ask you to;
- C. If a claim is paid for accidental loss or theft and your insured item(s) is subsequently recovered, you must notify us or your insurance intermediary as soon as practicable. 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;
- D. For any insured item(s) with a sum insured of GBP 10,000 or more, you must ensure that all clasps, fastenings, mounts and settings are inspected at least once every five years by a member of the National Association of Jewellers or another jeweller that has been agreed with our written consent, and any defects are rectified immediately;
- E. The most we will pay you 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.

## **HOW TO MAKE A CLAIM**

If you intend to make a claim you must notify us or your insurance intermediary 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.

## **LAW & JURISDICTION**

The law applicable to this insurance is stated in the schedule of insurance. If no applicable law is stated in the schedule of insurance then English law will be applicable and this insurance shall be subject to the jurisdiction of the courts of England and Wales.

## **ASSIGNING YOUR POLICY**

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



## **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.

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 or your insurance intermediary as soon as practicable.



## **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 by contacting us or your insurance intermediary.

If you wish to cancel your insurance after the initial 14 day period, you may do so by contacting us or your insurance intermediary. You may be entitled to a pro rata refund.

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.

If we cancel your policy and you have not made any claim during the period of cover and you have paid the full annual premium, you will be entitled to a pro rata premium refund.

## **COMPENSATION**

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from FSCS if we are unable to meet our obligations to you under this insurance.

If you are entitled to compensation from FSCS, the level and extent of compensation will depend on the nature of this insurance. Further information about FSCS is available on their website: [www.fscs.org.uk](http://www.fscs.org.uk) or you can write to them at PO Box 300, Mitcheldean, GL17 1DY.

## **HOW TO MAKE A COMPLAINT**

We are committed to providing a high-quality insurance service to all our clients. In the event that a problem occurs we are committed to ensuring that there is an expedited review of the complaints, the result of which will be reported upon promptly.

If you have any cause for complaint or you wish to make any enquiry regarding this insurance you should, in the first instance, contact the insurance intermediary who arranged this insurance for you whose details are shown in the schedule of insurance.

Our Procedure is as Follows:

A complaint may be made orally or in writing at any time during the insurance process. We will endeavour to resolve all complaints within 3 working days. If this is not possible, we will promptly issue a letter of acknowledgement stating the name of the appointed individual who will be dealing with the complaint.



A written final response will be sent to you within 8 weeks offering redress or remedial action or explaining the reasons why the complaint was not upheld. If a final response cannot be made within 8 weeks you will be sent a letter giving the reasons for the delay and a timetable by which you can expect to receive a reply.

Alternatively, you may have the right to refer your complaint to the Financial Ombudsman Service (FOS), free of charge – but you must do so within six months of the date of this communication. Further details regarding the FOS can be obtained from their website at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk). Alternatively, the FOS may be contacted at:

The Financial Ombudsman Service Exchange Tower  
London  
E14 9SR  
Tel: 0800 023 4 567

This Complaints Procedure does not affect any right of legal action you may have against the parties concerned.

If we consider that another Authorised Firm or a Regulated Financial Institution is entirely or partly responsible for the subject matter of a Complaint, we may refer the Complaint, or the relevant part of it, to the other Authorised Firm or Regulated Financial Institution.

In such cases we will inform you promptly and in writing that we would like to refer the Complaint, obtain your consent to do so and confirm the contact details of the other party





## **YOUR PERSONAL INFORMATION NOTICE**

### Who we are

We are the insurer identified in the contract of insurance and/or in the certificate of insurance.

### The basics

We collect and use relevant information about you to provide you with your insurance cover or the insurance cover that benefits you and to meet our legal obligations.

This information includes details such as your name, address and contact details and any other information that we collect about you in connection with the insurance cover from

which you benefit. This information may include more sensitive details such as information about your health and any criminal convictions you may have.

In certain circumstances, we may need your consent to process certain categories of information about you (including sensitive details such as information about your health and any criminal convictions you may have). Where we need your consent, we will ask you for it separately. You do not have to give your consent and you may withdraw your consent at any time. However, if you do not give your consent, or you withdraw your consent, this may affect our ability to provide the insurance cover from which you benefit and may prevent us from providing cover for you or handling your claims.

The way insurance works means that your information may be shared with, and used by, a number of third parties in the insurance sector for example, insurers, agents or brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. We will only disclose your personal information in connection with the insurance cover that we provide and to the extent required or permitted by law.

### Other people's details you provide to us

Where you provide us or your agent or broker with details about other people, you must provide this notice to them.

### Want more details?

For more information about how we use your personal information please see our full privacy notice, which is available online on our website or in other formats on request.

### Contacting us and your rights

You have rights in relation to the information we hold about you, including the right to access your information. If you wish to exercise your rights, discuss how we use your information or request a copy of our full privacy notice, please contact us at:

Apollo Syndicate Management Limited  
Registered office: 1 Bishopsgate London EC2N 3AQE UNITED KINGDOM  
Registered in England No. 09181578

Further details can be found on the Financial Services Register at [www.fca.org.uk](http://www.fca.org.uk)