
AFFINITY: JEWELLERY & WATCH INSURANCE

Policy Terms and Conditions

Introduction to the insurance

In return for the payment of **your** premium, **we** will provide insurance for the **insured item** for the period specified on **your** sales receipt, subject to the terms, conditions and limitations shown below.

Definitions

The words and phrases defined below have the same meaning wherever they appear in bold in this certificate.

Commercial vehicle – any vehicle used wholly or partly for commercial or business purposes or any other vehicle which, at the time of **loss** or damage, is being used for commercial or business purposes.

Insured item – the item of jewellery specified on **your** sales receipt that has been designed to be worn or displayed (excluding spectacles and sunglasses) and for which this insurance is offered.

Loss – the unexplained disappearance of **your insured item** or if **your insured item** (or parts of the **insured item**) is lost.

We, us, our – Arch Insurance (EU) dac (trading as Arch Mortgage Insurance, Alwyn Europe, Arch Insurance EU, Arch Insurance, Arch Insurance International, Amphitrite and Arch MI) which is regulated by the Central Bank of Ireland and subject to limited regulation by the Financial Conduct Authority in the United Kingdom. Firm reference number 576892. Registered office: Level 2, Block 3, The Oval, 160 Shelbourne Road, Ballsbridge, Dublin 4. Registered in Ireland No. 505420.

You, your – the owner of the **insured item** who was taken out this insurance.

What is covered by the insurance?

Your **insured item** is covered for:

- A. **Theft** - If **your insured item** is stolen **we** will replace it. **All thefts must be reported to the local police as soon as you discover the theft. You must obtain a crime reference number or crime report.** Please refer to the Claims Conditions below.
- B. **Accidental Damage** – **We** will pay repair costs if **your insured item** is damaged as a result of an accident or **we** may decide to replace it.
- C. **Loss** – If **you** lose **your insured item** **we** will replace it. **All losses must be reported to the police as soon as you discover the loss. You must obtain a lost property number or crime report.** Please refer to the Claims Conditions below.

If **you** receive a replacement of **your insured item** then all cover under this policy will end.

If the **insured item** cannot be replaced with an identical item, **we** will replace it with one of comparable specification of equivalent value up to the original purchase price of **your insured item** as shown on **your** sales receipt. **You** will not be offered a cash or voucher settlement.

How long does this insurance last?

Subject to payment of **your** premium to **us**, this insurance is in force from the date that **you** purchase this insurance and lasts for the period shown on **your** sales receipt, which will stipulate either 1 year or 3 years.

This insurance is NOT renewable. It is **your** responsibility to ensure **you** have alternative insurance arranged in place on expiry of this insurance. Further insurance may be arranged through Affinity Brokers Ltd.

Cancellation

Within 30 days

You may cancel this insurance within 30 days of purchase of this insurance and provided **you** have not made a claim, **we** will give **you** a full refund of any premium **you** have paid. This 30 day period includes the statutory 14 day period of cancellation required by the Financial Conduct Authority.

If **you** decide to cancel **you** must do so in writing to:

Affinity Brokers Ltd, 21 Blythswood Square, Glasgow, G2 4BL.

or

info@affinitybrokers.co.uk

You must also return **your** sales receipt.

After 30 days

If **you** wish to cancel **your** insurance after the initial 30 day period, **you** must do so by writing to:

Affinity Brokers Ltd, 21 Blythswood Square, Glasgow, G2 4BL

or

info@affinitybrokers.co.uk

You must also return **your** sales receipt.

If **you** have paid the full annual premium and not made a claim **you** will be entitled to a pro rata refund. This means that a refund will only be given for every complete month of the insurance remaining, from the date **you** request the insurance to be cancelled.

What we will pay

The most **we** will pay for repair or replacement costs for any single claim is the original purchase price of **your insured item**, as shown on **your** sales receipt, subject to a maximum of EUR15,000.

Where replacement is offered, **you** may use the value of the replacement as part payment towards the purchase of an item of comparable specification with a higher selling price.

Exclusions

Your insured item is not covered for:

1. Theft:
 - a. from any **commercial vehicle**, convertible or soft topped vehicle;
 - b. from any motor vehicle where **you** or someone acting on **your** behalf is not with the vehicle, unless the **insured item** has been concealed in a locked boot, glove compartment or other concealed internal compartment and all the vehicle's security systems have been activated;
 - c. from any building or premises unless force was used to gain entry or exit, resulting in damage to the building or premises,.
 - d. from any receptacle unless the receptacle was fixed and locked and force was used to gain entry, resulting in damage to the receptacle.
 - e. from **your** control or the control of any person who has **your insured item** with **your** permission, except:
 - i. where **your insured item** is being worn or has been concealed on the person; and
 - ii. where the use of physical force or violence against the person has been threatened.
2. Damaged caused by:
 - a. deliberate damage or neglect of **your insured item**;
 - b. not following the manufacturer's instructions or overwinding;
 - c. routine servicing, inspection, maintenance, repair, cleaning, alteration or restoration.
3. Repair or other costs for:
 - a. routine servicing, inspection, maintenance, cleaning, alteration or restoration;
 - b. manufacturer's defect or recall of **your insured item**;
 - c. replacement of or adjustment to straps, fittings or batteries;
 - d. repairs carried out by persons not authorised by **us**;
 - e. wear and tear or gradual deterioration of performance.
4. Any expense incurred as a result of not being able to use **your insured item**.
5. The cost of repair or replacement where **your insured item** has broken down.
6. The cost of postage and/or packaging if **your insured item** is sent by **you** for repair.
7. Any cost or damage covered by a manufacturer's guarantee or warranty.
8. Any reduction in the market value of **your insured item**, beyond the cost of repair or replacement.
9. Any malicious damage to **your insured item**.
10. Any cost or damage to **your insured item** held or used for any business, trade or commercial purposes.
11. The cost of replacing any undamaged item of pair or of a set or other item of a uniform nature, colour or design that is the subject of a valid claim where matching replacements can be obtained to replace the damaged part of **your insured item**.
12. Any cost or damage caused by the failure of any electrical or computer equipment, software, micro-controller, microchip, accessories or associated equipment, to correctly recognise and process any calendar date time.
13. War, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
14. Any cost in the event **your insured item** is confiscated or detained by officials acting on behalf of the United Kingdom or any other Government.
15. Damage such as scratching, denting, or chipping caused through everyday use.
16. Loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from:
 - a. Ionising radiations from or contaminations by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
 - b. The radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
 - c. Any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force matter
 - d. The radioactive, toxic, explosive, or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical scientific or other similar peaceful purposes
 - e. Any chemical, biological, bio-chemical, or electromagnetic weapon.
17. Loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a mean for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system. This exclusion shall not apply to an otherwise covered physical loss of **your insured item** directly caused by theft, robbery, burglary, hold-up or other criminal taking if a computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system is used in the commission of the act(s) of theft, burglary, robbery, hold-up or other criminal taking.

General Conditions

1. If **we** replace **your insured item**:
 - a. **We** may take **your insured item** from **you** and dispose of it, and
 - b. This insurance will cease without return of premium and the sales receipt should be sent to **us** for cancellation.
2. Unless **we** agree otherwise:
 - a. The language of this insurance and all communications relating to it will be in English; and
 - b. All aspects of this insurance, including negotiation and performance, are subject to Irish law and the decisions of the Irish courts
3. This insurance only covers **your insured item** belonging to residents of Ireland. This insurance covers use of **your insured item** anywhere in the world.
4. If **you** have purchased a 3 year policy, then any **insured items** worth more than EUR5,000 must be inspected by a jeweller every 2 years to ensure that settings or clasps are in good working order. Proof of the jeweller inspection may be required at the time of a claim.
5. **You** must be 18 years of age or older to take out this insurance cover.
6. This insurance may only be altered or its conditions relaxed or premium changed by one of **our** authorised officials, giving you 30 days notice in writing.
7. **We** may cancel the insurance by giving **you** 30 days notice in writing.
8. This insurance is automatically cancelled if **you** submit a claim knowing it to be false, fraudulent or a misrepresentation.
9. **You** cannot transfer the insurance to someone else or to any other **insured item** without **our** written permission.
10. **You** must take all reasonable precautions to prevent any cost or damage and keep **your insured item** in good condition.

11. Where a claim is settled by a complete replacement of **your insured item(s)** this insurance will expire on completion of the settlement transaction. If **you** wish to have the replacement item(s) insured then **you** must purchase new insurance;
12. There will be no cash alternative in the event of valid claim.

Sanctions

It is a condition of this insurance that the provision of any cover, the payment of any claim and the provision of any benefit shall be suspended, to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **us** to any sanction, prohibition or restriction under any United Nations' resolution(s); or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America. Such suspension shall continue until such time as **we** would no longer be exposed to any such sanction, prohibition or restriction.

Claims Conditions

You must comply with the following conditions when making a claim. If **you** do not comply with these conditions, **we** shall not pay a claim connected with **your** non-compliance.

1. **You must notify the local police as soon as you discover the theft of your insured item.** **You** must obtain a crime reference number or crime report. **You** must retain this information together with details of the police station the theft was reported to.
2. **You must notify the local police as soon as you discover the loss of your insured item.** **You** must obtain where issued, a report form and loss or crime number from the police. If a police force does not have a loss report service, and the **loss** exceeds EUR500, **you** must notify the **loss**, at **your** expense, on www.reportmyloss.com.
3. **You must notify Affinity Brokers Ltd as soon as possible after you discover the theft or loss or damage of your insured item.**
4. **You** must notify all claims to Affinity Brokers Ltd on +44345 643 1387 and provide your transaction number which is shown on your sales receipt.
5. **You must provide the sales receipt when you make a claim.**
6. **If your insured item is damaged, you must send your insured item by special delivery.**
7. **You** must provide **us** or any person appointed by **us** with any information, documentation or evidence of **loss** or theft that **we** reasonably require to consider a claim.
8. **You** must provide **us** with any manuals, guarantees and the box for any watch insured for EUR1,000 or over as requested.

How to make a claim

1. **Notify Affinity Brokers Ltd on +44345 643 1387 as soon as possible after you discover the theft or loss or damage of your insured item.**
2. Provide **your** transaction number which is shown on **your** sales receipt.
3. Affinity Brokers Ltd will check **your** details and, if valid, Affinity Brokers Ltd will give **you** instructions on where to send **your insured item** if it is damaged, or send **you** a claim form if **your insured item** is lost or stolen. **You** will also be asked to provide **your** sales receipt.
4. If **your insured item** is damaged, **you** must send it by special delivery. Details of where to send **your insured item** will be on the claim form.

Complaints

Our aim is to get it right, first time, every time. If **we** make a mistake **we** will try to put it right promptly.

Complaint relating to the sale of your insurance:

If **you** are dissatisfied with any aspect of the sale of **your** insurance **you** should contact:

Affinity Brokers Limited,
21 Blythswood Square,
Glasgow,
G2 4BL,
United Kingdom
Email: info@affinitybrokers.co.uk

All other complaints

For all other complaints, including complaints relating to the terms of **your** insurance and/or complaints relating to **your** claim, please contact **us** directly:

Complaints Manager
Arch Insurance (EU) dac
Level 2, Block 3, The Oval,
160 Shelbourne Road,
Ballsbridge,
Dublin 4
Email: complaints@archinsurance.eu

Dealing with your complaint

We will formally acknowledge your complaint within 5 working days and let **you** know how **we** intend to deal with it. **We** will deal with your complaint in an open and honest way. **We** will make sure that **your** interactions with **us** in the future do not suffer just because **you** have made a complaint. If **you** are making a complaint on behalf of somebody else, **we** will need their agreement to **you** acting on their behalf.

Investigation

We will tell **you** who is investigating **your** complaint. **We** will set out to **you** our understanding of **your** complaint and ask **you** to confirm that **we** have got it right. **We** will also ask **you** to tell us what outcome **you** are hoping for. **We** will aim to resolve concerns as quickly as possible and expect to deal with the vast majority within 30 working days.

If **your** complaint is more complex, **we** will:

- let **you** know within this time why **we** think it may take longer to investigate; and
- tell **you** how long **we** expect it to take; and
- give **you** an update within 20 business days of the complaint being made.

Outcome

If **we** formally investigate **your** complaint, **we** will let **you** know what **we** have found in keeping with **your** preferred form of communication. **We** will explain how and why **we** came to our conclusions. If **we** find that **we** got it wrong, **we** will tell you what and why it happened. If **we** find there is a fault in **our** systems or the way **we** do things, **we** will tell **you** what it is and how **we** plan to change things to stop it happening again.

If **we** do not succeed in resolving **your** complaint, or if **you** have not received a final response within 40 days of the complaint being made, **you** may complain to the Financial Services and Pensions Ombudsman ("FSPO") or your local Ombudsman. The FSPO is independent and can investigate **your** complaint if **you** believe that **you** personally, or the person on whose behalf **you** are complaining:

- have been treated unfairly or received a bad service through some failure on **our** part; and/or
- have been disadvantaged personally by a service failure.

The FSPO expects **you** to bring **your** complaint to **our** attention first and to give **us** a chance to put things right.

You can contact the FSPO by:

Email: info@fspoi.ie
Tel: +353 01 567 7000
Website: www.fspoi.ie/make-a-complaint
Post: Financial Services and Pensions Ombudsman
Lincoln House
Lincoln Place
Dublin 2
D02 VH29

This complaints procedure does not affect **your** right to take legal action.

Fraud

If **you** make a fraudulent claim under this insurance, **we**:

1.
 - a. will not be liable to pay the claim; and
 - b. may recover from **you** any sums paid by **us** to **you** in respect of the claim; and
 - c. may by notice to **you** treat this insurance as having been terminated with effect from the time of the fraudulent act.
2. If **we** exercise **our** right under clause (1)(c) above, **we**:
 - a. shall not be liable to **you** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **our** liability under this insurance (such as the occurrence of a **loss**, the making of a claim, or the notification of a potential claim); and,
 - b. need not return any of the premium paid.
3. Fraudulent claims – group insurance
 - a. If this insurance provides cover for any person who is not a party to the contract ("a covered person"), and a fraudulent claim is made by or on behalf of a covered person, **we** may exercise the rights set out in clause (1) above as if there were an individual insurance policy between **us** and the covered person. However, the exercise of any of those rights shall not affect the cover provided under this insurance for any other person.

Nothing in these clauses is intended to vary any rights under the Consumer Insurance Contracts Act 2019.

Notice to You

You are advised that any telephone calls made to the administration and claims handling units are recorded. These recordings may be used to monitor the accuracy of information provided by **you** and **our** own staff. They may also be used to allow for additional training to be provided or to prove that the procedures comply with legal requirements. **Our** staff are aware that conversations are monitored and recorded.

Financial Services Compensation Scheme

You may be entitled to compensation from the Insurance Compensation Fund (ICF) if **we** are unable to meet **our** obligations to **you** under this insurance.

If **you** are entitled to compensation from the ICF, the level and extent of compensation will depend on the nature of this insurance. For further information on the ICF **you** can visit the Central Bank of Ireland website at www.centralbank.ie or **you** can write to them at New Wapping Street, North Wall Quay, Dublin 1, D01 F7X3.

Privacy notice

Who we are

Arch Insurance (EU) dac is a company registered in Ireland (company no. 505420) and authorised and regulated by the Central Bank of Ireland (CBI ref no. C90125), with a registered address at 2nd Floor, Block 3, The Oval, 160 Shelbourne Road, Ballsbridge, Dublin 4.

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(s), which is/are available online on **our** website(s) 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(s), please contact **us**:

By email: DPO@archinsurance.com

or

By post: The Data Protection Officer, 4th Floor, 10 Fenchurch Avenue, London, EC3M 5BN.

We are committed to working with **you** to obtain a fair resolution of any complaint or concern about privacy. If **you** are not satisfied with the way **we** have managed **your** personal data, **you** may complain to the Office of the Data Protection Commissioner, Canal House, Station Road, Portllington, Co. Laois, Ireland, Tel +353 57 868 4800.

The policy is underwritten by Arch Insurance (EU) dac (trading as Arch Mortgage Insurance, Alwyn Europe, Arch Insurance EU, Arch Insurance, Arch Insurance International, Amphitrite and Arch MI) is regulated by the Central Bank of Ireland and subject to limited regulation by the Financial Conduct Authority in the United Kingdom. Firm reference number 576892 Registered office: Level 2, Block 3, The Oval, 160 Shelbourne Road, Ballsbridge, Dublin 4. Registered in Ireland No. 505420.