

**Please read your entire policy carefully
This is a jewelry repair or replacement policy**

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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.”

Definitions

“We” have tried to make this policy as easy to read as possible, but a few of the “terms” need to be defined and are shown in quotation marks.

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| <ol style="list-style-type: none"> 1. “Covered property” means the items shown on the declarations page under Scheduled Jewelry. 2. “Insured” means “you.” The word “insured” also means: <ol style="list-style-type: none"> a. “Your” spouse; b. “Your” relatives if residents of “your” household; c. Persons under the age of 21 in “your” care or the care of “your” resident relatives; or d. “Your” legal representative if “you” die during the policy period. (This person is an “insured” only for the “covered property.”) | <ol style="list-style-type: none"> 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 Named Insured and Address section of the declarations page. |
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General Provisions

Perils Covered

"We" cover direct physical loss or damage occurring worldwide to "your" "covered property," unless the loss is excluded in the Perils Excluded section.

Additional Coverage

1. **Newly Purchased Jewelry** – "We" cover jewelry that "you" purchase during the policy period. "We" must receive a written request to insure, a copy of the sales receipt and an appraisal within 30 days from the date of purchase. Coverage will cease for additional property if not reported to "us" within this 30-day period. Premium will be charged from the date "you" purchase this property.

"We" may, at "our" option, repair, replace or rebuild the newly purchased property or settle based on the actual cash value of the property. The most that "we" will pay in the event of a loss, for all such items, will be the smaller of the following:

- a. 25 percent of the total limit of insurance for "covered property" shown on the declarations page;
- b. \$10,000; or
- c. "Our" cost to repair, replace or rebuild the newly purchased property with material of like kind and quality.

Perils Excluded

"We" do not pay for a loss if one or more of the following excluded perils apply to the loss, 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 peril.

1. Wear and tear to "covered property."
2. Gradual deterioration of "covered property."
3. A fault or weakness that is intrinsic to the "covered property" which causes it to break, spoil, become defective, or destroy itself.
4. Insect or vermin damage to "covered property."
5. War. This means:
 - a. Declared war, undeclared war, civil war, insurrection, rebellion, or revolution;
 - b. A warlike act by a military force or by military personnel;

- c. The destruction, seizure or use of the "covered property" for a military purpose; or
 - d. The discharge of a nuclear weapon even if it is accidental.
6. Civil authority. This means:
- a. Seizure or destruction under quarantine or customs regulations,
 - b. Confiscation or destruction by order of a government or public authority, or
 - c. Risks of contraband or illegal transportation or trade.
7. Nuclear hazard. This means nuclear reaction, nuclear radiation or radioactive contamination:
- a. Whether controlled or uncontrolled; or
 - b. Caused by, contributed to or aggravated by a peril covered by this policy. A loss caused by nuclear hazard will not be considered to be a loss caused by fire, explosion or smoke. If fire is covered by this policy, "we" do cover the loss caused by a fire that results from the nuclear hazard.
8. Intentional conduct, including theft, by "you" or any "insured."

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" after a loss has occurred.
2. **Notice** – "You" must promptly notify "us" and confirm the loss in writing if requested.
3. **Notice to Police** – "You" must promptly notify the police if the loss results from a violation of the law.
4. **Proof of Loss** – "You" must send "us" a statement of loss, under oath if requested, within 90 days after the loss occurs. This must include the following information:
 - a. The date, time, place, and details of the loss;
 - b. Other insurance 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 quantity, description, cost, and 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.
5. **Additional Duties** – As often as “we” may reasonably request, “you” must:
 - a. Submit to an examination under oath;
 - b. 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);
 - c. Exhibit damaged and undamaged “covered property”; and
 - d. Produce all records that relate to value, loss and cost of “covered property” and permit copies and abstracts to be made from them.
 6. **Cooperation** – “You” must cooperate with “us” in performing all acts that are required by this policy.
 7. **Abandonment** – “You” may not abandon the “covered property” to “us” without “our” written consent.

How “We” Settle Losses

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. **The Amount of Loss Settlement** – The smallest of the amounts shown is the most that “we” will pay for a loss:
 - a. “Our” cost to repair, replace or rebuild the “covered property” with material of like kind and quality;
 - b. The amount of “your” interest in the “covered property”; or
 - c. The coverage amount shown.

“You” will be responsible for the deductible amount shown on the declarations page.

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.”

3. **Loss to Pairs or Sets** – If there is a loss to “covered property” that is part of a pair or set, “we” will pay only for a reasonable part of the value of the pair or set.
4. **Loss to Parts** – If there is a loss to a part of “covered property” that consists of several parts, “we” will pay only for the loss to that part.
5. **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.
6. **Losses Paid by Others** – “We” will not pay for the part of a loss that has been paid by someone else.
7. **Restoring the Coverage Amount** – The payment of a partial claim will not reduce the coverage amount.

If “we” pay a total loss for an item that is “covered property,” “we” will refund the unearned premium for the original item.

8. **“Your” Property** – “We” will adjust all losses with “you” unless a loss payee is named with respect to this policy.
9. **When “We” Settle** – “We” will settle a covered loss within 30 days after a satisfactory proof of loss is received and the amount of the loss has been agreed to in writing.

Claims Against Others

1. **Subrogation** – Upon settlement of a loss, “we” may require “you” to assign to “us” “your” right of recovery against others. “We” will not settle a loss if “you” impair “our” right to recover. “Your” right to recover from others may be waived in writing before a loss occurs.
2. **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.

What Happens if “You” and “We” Disagree

1. **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,” either party may demand that these amounts be determined by appraisal.

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 select a competent, impartial umpire. If the two appraisers are unable to agree upon an umpire within 15 days, “you” or “we” can ask a judge of a court in the state where the appraisal is pending to select an umpire.

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 agreement will establish these amounts. If the appraisers fail to agree within a reasonable time, they will submit only their differences to the umpire. A written agreement by any two of these three will establish the amount, value, and cost stated above.

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

2. **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 one year after the loss.

Other Conditions

1. **Assignment** – This policy may not be assigned without “our” written consent.
2. **Conformity With Statutes** – The “terms” of this policy in conflict with statutes of the state where this policy is issued are changed to conform to those statutes.
3. **Liberalization** – If a revision of a form or endorsement that would broaden coverage without an additional premium is adopted during

the policy period, or within six months before the policy is effective, the broadened coverage will apply.

4. **No Benefit to Bailee** – This policy will not benefit those who are paid to assume custody of the “covered property.”
5. **Misrepresentation, Concealment or Fraud** – This policy may be void before or after a loss if:
 - a. “You” have concealed or misrepresented
 - 1) A material fact or circumstance that relates to this insurance or the subject thereof.
 - 2) “Your” interest herein.
 - b. There has been fraud or false swearing by “you” with regard to a matter that relates to this policy or the subject thereof.
6. **Change, Modification or Waiver of Policy “Terms”** – A waiver or change of any “terms” of this policy must be issued by “us” in writing to be valid.
7. **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.

At each anniversary date, “we” will substitute or add new or changed forms and endorsements authorized for use with this policy. The renewal premium will be calculated using rates in effect at each anniversary date.
8. **“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 Named Insured and Address.
9. **Adding or Removing “Covered Property” or Coverage Changes** – To add jewelry or to change limits of insurance or descriptions on existing “covered property,” “you” must send “us” a written request with a copy of an appraisal completed by the jeweler from whom the jewelry was purchased or another jeweler who is approved by “us.”

Coverage is effective on the postmark date shown on the envelope containing “your” written request and the appraisal.

To remove coverage on an item of “covered property” or remove an “insured” from the policy, “we” need a written request to do so signed by each individual(s) listed in the Named Insured and Address section of the declarations page.

Canceling This Policy

1. If "You" Cancel –

- a. "You" may cancel this policy at any time by giving "us" written notice or returning the policy to "us." This notice must contain the signature(s) of the individual(s) listed in the Named Insured and Address section of the declarations page.
- b. If "you" cancel this policy during the first 30 days, the premium will be fully refunded. If "you" cancel this policy after 30 days, the unearned premium will be calculated on a pro rata basis and refunded.

2. If "We" Cancel –

- a. "We" may cancel this policy at any time by giving "you" written notice at least 10 days before cancellation is effective, unless otherwise required by statute. The notice will

be delivered or mailed to "you" at the address shown in the Named Insured and Address section of the declarations page. Proof of delivery or mailing is sufficient proof of notice.

- b. If "we" cancel this policy, the unearned premium will be calculated on a pro rata basis and refunded.

3. **Refund of Premium** – Payment or tender of unearned premium is not a condition of cancellation. If the unearned premium is not refunded with the cancellation notice, it will be sent to "you" within a reasonable time.

Mutual Policy Conditions

This policy is issued by a mutual company having special regulations lawfully applicable to its organization, membership, policies or contracts of insurance, of which the following shall apply to and form a part of this policy:

By virtue of this policy, the policyholder is a member of Jewelers Mutual Insurance Company and is entitled to vote, in person or by proxy, at all meetings of the company. The annual meeting of the company is held at its home office in the city of Neenah, in the county of Winnebago and the state of Wisconsin on the third Wednesday in May each year at 10 a.m.

This policy is nonassessable. The holder of this policy is not subject to any contingent liability, nor liable to assessment.



Corporate Secretary



President

Important

When corresponding with Jewelers Mutual Insurance Company, please include your full name, address and policy number.

Your jeweler is not an agent of Jewelers Mutual Insurance Company. If you have any questions about your policy, please call 888-884-2424 and ask for the Personal Jewelry Department.