

TIMEPIECE & JEWELLERY CARE

effected through T H March & Co Limited, 10/12 Ely Place, London EC1N 6RY

This insurance will meet the demands and needs of a person requiring insurance for jewellery or watches within the geographical limits stated below and is only available in connection with the purchase of the items to be insured.

This is to Certify that this insurance is underwritten by AXA XL Insurance Company UK Limited in accordance with the authorisation granted under contract No. SC334202425 in consideration of the payment of premium, and in accordance with the terms and conditions contained within this document. This policy consists of this document and the Schedule, all of which are a single document and are to be read as one contract. In this policy, certain words or phrases are specially defined. In deciding to accept this policy and in setting the terms and premium We have relied on the information which You have provided to Us.

We will, in consideration of the payment of the premium, insure You, subject to the terms and conditions of this policy, against the events set out in the "Cover Provided" clause and occurring during the period of insurance or any subsequent period for which We agree to accept payment of premium.

Please read this policy carefully and make sure that it meets Your needs. If any corrections are necessary, You should contact Your broker through whom this policy was arranged. Please keep this policy in a safe place. You may need to refer to it if You have to make a claim.

INFORMATION YOU HAVE GIVEN US

In deciding to accept this policy and in setting the terms including premium We have relied on the information which You have provided to Us. You must take care when answering any questions We ask by ensuring that any information provided is accurate and complete. If We establish that You deliberately or recklessly provided Us with untrue or misleading information We will have the right to:

- treat this policy as if it never existed;
- decline all claims; and
- retain the premium.

If We establish that You carelessly provided Us with untrue or misleading information We will have the right to:

- treat this policy as if it never existed, refuse to pay any claim and return the premium You have paid, if We would not have provided You with cover;
- treat this policy as if it had been entered into on different terms from those agreed, if We would have provided You with cover on different terms;
- reduce the amount We pay on any claim in the proportion that the premium You have paid bears to the premium We would have charged You, if We would have charged You more.

We will notify You in writing if (i), (ii) and/or (iii) apply. If there is no outstanding claim and (ii) and/or (iii) apply, We will have the right to:

- give You notice that We are terminating this policy; or
- give You notice that We will treat this policy and any future claim in accordance with (ii) and/or (iii), in which case You may then give Us notice that You are terminating this policy, in accordance with the Cancellation and Cooling-Off Period Provisions.

GENERAL DEFINITIONS

Certain words in this policy have special meanings. These meanings are given below.

Schedule means the till receipt entitled 'March Guard Insurance' which contains information about the risk.

Terrorism means an act or series of acts, including for example the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or ethnic purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

Wear and Tear means a reduction in value through age, natural deterioration, ordinary use, depreciation due to use, damage by exposure to the light, lack of maintenance or damage which happens gradually over a period of time.

We/Us/Our/Insurer means AXA XL Insurance Company UK Limited.

You/Your means the purchaser or owner whose name and address is shown on the attached purchase receipt.

COVER PROVIDED

The Insurer agrees to:

- repair if physically damaged accidentally during the period of insurance, the insured items described on the attached insurance Schedule.
- or replace if physically lost, stolen or damaged accidentally beyond repair during the period of insurance, the insured items described on the attached insurance Schedule, whilst anywhere within the Geographical Limits stated within this insurance.

PERIOD OF INSURANCE

Your insurance receipt attached shows the period of insurance applying for one (1) or three (3) year(s). The cover runs from the date show on the till receipt for one (1) or three (3) year(s). As an example if the date of purchase shows on 04/01/2023 this insurance would expire on 03/01/2024 for a one (1) year period or 03/11/2026 for three (3) year period.

This insurance is NOT renewable. It is Your responsibility to ensure You have alternative insurance arranged in place on expiry of this cover. Cover beyond the period of this insurance may be arranged through T H March & Co Limited or through www.thmarch.co.uk, quoting Your jeweller's reference: AP057T.

ABOUT T H MARCH

T H March & Company Limited has been arranging insurances for owners of jewellery for many years. They were established in 1887 and are recognised as specialist brokers for the provision of jewellery insurance. If You would like any information about T H March then please visit their website at www.thmarch.co.uk

GEOGRAPHICAL LIMITS

Anywhere in the United Kingdom plus up to thirty (30) consecutive days elsewhere in the world.

In witness Whereof this certificate has been signed by TH March & Co Limited



Managing Director

EXCLUSIONS

Please read the following exclusions carefully as they detail what this insurance does not cover. We will not cover any loss or damage arising out of, or related to, or resulting from:

- Any cost of repair or replacement which improves an insured item beyond its condition before the loss or damage occurred.
- Any item of Jewellery or watch with an individual value exceeding £7,500.
- Any collection of Jewellery and/or watches in excess of £7,500 any one household.
- Property sold to an individual or gifted to a person who is not resident in the United Kingdom.
- Any losses from baggage, clothing or other belongings unless such baggage, clothing or belonging is being carried by hand or worn by You or by any other person to whom You have given the insured item as a gift.
- Any item stolen from an unattended vehicle, unless item is not visible from the exterior of the vehicle, and all windows and other openings being closed, the vehicle is securely locked.
- Any loss or damage attributable to:
 - the actions of mechanical or electrical breakdown or derangement (in the case of a watch or a clock),
 - the actions of moth, vermin, gradual deterioration, Wear and Tear or inherent defect,
 - or the process of cleaning, repair or renovation.
- Loss or damage caused to the insured item(s) during the execution of a criminal act carried out by the purchaser or owner.
- Loss or damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power.
- Loss or damage directly or indirectly occasioned by, happening through or in consequence of Terrorism.
- Any event caused directly or indirectly by malicious or non-malicious electronic data activity, apart from the insured event listed below. If an insured event listed below which gives rise to the Our liability under this policy is caused directly or indirectly by malicious or non-malicious electronic data activity, then that peril remains covered subject to all policy terms. The insured event this applies to are:
 - Fire
 - Explosion
- Loss of or damage to any electronic data (for example files or images) wherever it is stored.
- Loss, damage, liability, cost or expense, in any way caused by or resulting from:
 - Infectious or Contagious disease;
 - any fear or threat of a) above; or
 - any action taken to minimise or prevent the impact of a) above.Infectious or contagious disease means any disease capable of being transmitted from an infected person, animal or species to another person, animal or species by any means.
- Loss damage liability or expense directly or indirectly caused by or contributed to by or arising from:
 - ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
 - the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
 - any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
 - 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; any chemical, biological, bio-chemical, or electromagnetic weapon.
- Any loss or damage directly or indirectly occasioned by, happening through or in consequence of confiscation or nationalisation or requisition by or under the order, of any government or public authority or any person or body having, or claiming, jurisdiction in the matter.

GENERAL CONDITIONS

- All repairs and replacements must be effected by the issuing Jeweller.
- The maximum payment made will not exceed the price paid for an insured item as shown on the purchase receipt, unless a different replacement price is also shown on the purchase receipt in which case the maximum payment shall not exceed the replacement price.
- If an exact replacement is no longer available or the retail cost of the insured item exceeds the sum insured, we will replace the insured item with one of comparable insured quality.
- When We settle a claim for the replacement of an item, or where the sum insured is used up in its repair, the premium will be deemed to have been utilised and all cover will cease with immediate effect.
- In the event of a loss of an earring or part of a set, your jeweller will try and source a replacement earrings or part of a set and Your insurance will continue. If this is not possible, We will arrange a replacement pair of earrings or a replacement set to be issued and Your insurance will be deemed as utilised.
- All practical steps must be taken to prevent loss or damage and maintain the items in good condition.

CANCELLATION AND COOLING OFF PERIOD

1. **Cooling off period** - You may cancel this insurance within fourteen (14) days from the start of the period of insurance, by contacting the issuing Jeweller at the branch it was purchased and returning the documentation to them. A full refund of the original premium will be given provided that no claims have been made.

2. **Cancellation by the insured after the cooling off period** - You are entitled to cancel this policy after the cooling-off period by notifying the T H March in writing, by email or by telephone. Cancellation will be effective from the date of such notice to cancel. No refund will be given, including where the insured item(s) is/are exchanged.

3. **Cancellation by the insurer** - We may cancel this insurance by giving thirty (30) days written notice of such cancellation to the purchaser or owner at their last known address and the premium will be adjusted on the basis of Us retaining a proportionate premium. Where a claim has been made no refund will be given; We will only cancel the insurance if there is a valid reason to do so. Examples of this include:

- You do not co-operate with us, the Insurer or their appointed representatives and this affects our or their ability to process or defend their or Your interests in respect of a claim;
- a change in the risk which means that the Insurer can no longer provide You with insurance cover.
- any failure by You to pay the premium.

GENERAL CLAIMS CONDITIONS

It is a condition of this insurance that You shall: -

- Notify the issuing Jeweller as soon as practicably possible upon the date of discovery of loss or damage which may lead to a claim being made under this insurance.
- Wherever possible, notify the local police as soon as practicably possible if any of the insured items are lost or stolen. Where a police force does not have a loss report service then notification of any loss exceeding £1,000 will be made, at the insured's expense to www.reportmyloss.com;
- Provide the Jeweller or any person appointed by Us with any information, documentation, or evidence of a loss they might reasonably require to consider a claim.
- Provide Us directly with the guarantee and box for any watch insured over £1,000. If You fail to comply with any of the above duties, We will be entitled to refuse to pay or reduce any payment We make for a claim under this policy. There is no liability under this policy where You are entitled to receive payment under any other insurance except in respect of any excess beyond the amount which would have been covered under such other insurance had this insurance not been effected.

FRAUD

If You, or anyone acting for You, makes a fraudulent claim, for example a loss which is fraudulently caused and/or exaggerated and/or supported by a fraudulent statement or other device, We:

- will not be liable to pay the claim; and
- may recover from You any sums paid by Us to You in respect of the claim; and
- may, by notice to You treat this policy as having been terminated with effect from the time of the fraudulent act

If We exercise our right under (c) above:

- We 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 policy (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and
- We need not return any of the premium paid.

CLAIMS PROCEDURE

Should You need to make a claim under this policy, simply contact any branch of the Jeweller, as soon as practicably possible or contact TH March on 01822 669000. You must **ALWAYS** notify the police, even when abroad, of any loss caused by theft or the disappearance of an item and obtain a crime reference/lost property no. where one is issued. Your Jeweller will ask You to complete a simple claim form giving details of the circumstances of the loss. Your claim will be passed on to the Insurer and processed as speedily and fairly as possible. If one of the insured events has taken place to the insured item, settlement is agreed by the Insurer and Your Jeweller will either replace a lost item from stock or arrange for a damaged item to be repaired. Your Jeweller will then receive settlement directly from T H March.

This policy does not entitle You to a cash settlement in the event of a claim.

If You are unhappy with the way Your claim is being handled You should follow the complaints procedure shown below to make Your complaint.

CUSTOMER CARE

All parties within this contract aim to provide the best possible service. For Your further assistance: If You have any questions or concerns about the quality of the insured item purchased please contact the Chisholm Hunter's Customer Services on 0333 210 1857;

If You have any questions or concerns about this insurance or the handling of a claim, please contact T H March, through whom this insurance was arranged, quoting your reference no. detailed on the insurance receipt at: March Guard, T H March, Hare Park House, Yelverton Business Park, Yelverton, PL20 7LS, Tel No. 01822 669000 or marchguard@thmarch.co.uk

COMPLAINTS PROCEDURE

If You wish to make a complaint, You can do so at any time by referring the matter to: Complaints Department XL Catlin Services SE, 20 Gracechurch Street, London, EC3V 0BG, Tel No: 020 7743 8487 or axaxlukcomplaints@axaxl.com

If You remain dissatisfied after the Complaints Department has considered Your complaint, or You have not received a final decision within eight (8) weeks, You can refer Your complaint to: Financial Ombudsman Service at: Exchange Tower, London, E14 9SR or complaint.info@financial-ombudsman.org.uk

Tel No. from within the United Kingdom: 0800 0234 567 calls to this no. are free on mobiles and landlines 0300 1239 123 calls to this no. costs no more than calls to 01 and 02 no. **Tel No. from outside the United Kingdom:** +44(0)20 7964 0500 Fax No: +44(0)20 7964 1001 Text No: 07860 027 586 (Call Back Service)

The Financial Ombudsman Service can look into most complaints from consumers and small businesses. For more information contact them on the above no. or address or their website: www.financial-ombudsman.org.uk.

FINANCIAL SERVICES COMPENSATION SCHEME

Both T H March and AXA XL Insurance Company UK Limited are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the Scheme if the insurer is unable to meet their obligations under this insurance. If You are entitled to compensation under the Scheme, the level and extent of the compensation will depend on the nature of this policy. Further information about the Scheme is available from the Financial Services Compensation Scheme (PO Box 300, Mitcheldean, GL17 1DY) and www.fscs.org.uk.

REGULATORY INFORMATION

- TH March is authorised and regulated by the Financial Conduct Authority (Firm Reference No. 308811). Registered Office 10/12 Ely Place, London EC1N 6RY
- AXA XL Insurance Company UK Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Firm Reference No. 423308). Further details can be found on the Financial Services Register at www.fca.org.uk Registered Office 20 Gracechurch Street, London, EC3V 0BG. Registered in England Company no. 5328622.

You can check this out on the FCA's website at www.fca.org.uk which includes a register of all the firms they regulate or by calling the FCA on 0800 111 6768.

- XL Catlin Services SE acts on behalf of AXA XL Insurance Company UK Limited in the administration of complaints. XL Catlin Services SE is a registered insurance intermediary authorised and regulated by the Central Bank of Ireland. Registered office is Wolfe Tone House, Wolfe Tone Street, Dublin 1, D01HP90, Ireland No. 641686. You can check this information on the Central Bank of Ireland's website at www.centralbank.ie which includes a register of all the firms they regulate.

FAIR PROCESSING NOTICE

This Privacy Notice describes how AXA XL Insurance Company UK Limited ("we", "us" or the "Insurer") collect and use the personal information of insureds, claimants and other parties ("you") when we are providing our insurance and reinsurance services. The information provided to the Insurer, together with medical and any other information obtained from you or from other parties about you in connection with this policy, will be used by the Insurer for the purposes of determining your application, the operation of insurance (which includes the process of underwriting, administration, claims management, analytics relevant to insurance, rehabilitation and customer concerns handling) and fraud prevention and detection. We may be required by law to collect certain personal information about you, or as a consequence of any contractual relationship we have with you. Failure to provide this information may prevent or delay the fulfilment of these obligations. Information will be shared by the Insurer for these purposes with group companies and third party insurers, reinsurers, insurance intermediaries and service providers. Such parties may become data controllers in respect of your personal information. Because we operate United Kingdom and/or as part of a global business, we may transfer your personal information outside the European Economic Area for these purposes.

You have certain rights regarding your personal information, subject to local law.

These include the rights to request access, rectification, erasure, restriction, objection and receipt of your personal information in a usable electronic format and to transmit it to a third party (right to portability). If you have questions or concerns regarding the way in which your personal information has been used, please contact:

dataprivacy@axaxl.com.

We are committed to working with you to obtain a fair resolution of any complaint or concern about privacy. If, however, you believe that we have not been able to assist with your complaint or concern, you have the right to make a complaint to the relevant Data Protection Authority. For more information about how we process your personal information, please see our full privacy notice at: <https://axaxl.com/privacy-and-cookies>. For details of Chisholm Hunter's Privacy Policy please visit their website for further details: www.chisholmhunter.co.uk/shopping-with-us/privacy-policy

GENERAL INFORMATION

- Governing Law** - The parties to this insurance contract are free to choose the law applicable to it. Unless specifically agreed to the contrary this insurance shall be governed by the laws of England and Wales and subject to the exclusive jurisdiction of the courts of England and Wales.
- Language** - Unless the Insurer agrees otherwise the language of this insurance and all communications relating to it will be in English.
- Third Parties Rights** - A person who is not a party to this insurance has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this insurance but this does not affect any right or remedy of a third party which exists or is available apart from that Act.
- Sanctions** - You agree that any cover, the payment of any claim and any benefit provided under Your policy will be suspended, to the extent that providing any cover, the payment of any claim or the provision of any benefit would expose Us to any sanction, prohibition or restriction under any:
 - United Nations' resolution(s); or
 - trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.The suspension will continue until We are no longer exposed to any sanction, prohibition or restriction.
- Accessibility** - Upon request T H March & Co Limited can provide Braille, audio or large print versions of this insurance and the associated documentation. If You require an alternative format You should contact TH March & Co Limited through who this insurance was arranged (See above for contact details).
- Change in circumstances** - You must tell the Insurer as soon as practicably possible of any change in the information You have provided to the Insurer which happens before or during any period of insurance. When the Insurer is notified of a change, We will tell You if this affects Your policy. For example the Insurer may cancel Your policy in accordance with the Cancellation and Cooling-Off Provisions, amend the terms of Your policy or require You to pay more for Your insurance. If You do not inform the Insurer about a change it may affect any claim You make or could result in Your insurance being invalid.

SCAN THE QR CODE TO PROVIDE YOUR FEEDBACK
TODAY OR VISIT

<https://www.surveylegend.com/sl/4gnr>

