

# JEWELRY FORM

## SCHEDULE\*

1. Amount Of Insurance And Premium For All Scheduled Property Jewelry As Described In 2. Below

Amt. Of Ins. Premium  
\$ \$

2. Property Scheduled Articles \*\* #

Description

Amt. Of Ins.  
\$

\* Entries may be left blank if shown elsewhere in this policy for this coverage.

\*\* Articles subject to Paragraph D.1.b. Agreed Value Loss Settlement in Common Policy Provisions Form PM 00 01

# Articles subject to Optional Jewelry In Vault requirements.

## A. Property Covered

We cover the property insured under this policy that is owned by an "insured" while it is anywhere in the world.

### 1. Scheduled Jewelry

We cover scheduled articles of jewelry only if an amount of insurance and premium is shown for that property in the Schedule above.

The amount of insurance shown for such property is limited by Paragraph D.1. Loss Settlement in Common Policy Provisions Form PM 00 01.

### 2. Newly Acquired Property

We cover newly acquired jewelry subject to the following:

- a. The limit for this coverage is 25% of the amount of insurance for that type of property or \$10,000, whichever is less; and
- b. You will report to us such newly acquired property within 30 days of when you acquire it and pay an additional premium from that date.

If you fail to do so, coverage will cease automatically 30 days after you acquired the property or at the end of the policy period, whichever occurs first.

## B. Property Not Covered

We do not cover:

1. Unmounted gems;
2. Bullion, gold, silver and other precious metals;
3. Goldware, gold-plated ware, pewterware, platinumware, platinum-plated ware, silverware, and silver-plated ware;
4. Flatware, hollowware, tea sets, trays and trophies made of or including gold, pewter, platinum or silver; and
5. Contraband, or property in the course of illegal transportation or trade.

## C. Perils Insured Against

We insure against risk of direct physical loss to the covered property.

We do not insure against loss caused by:

1. Wear and tear, deterioration, inherent vice or any quality in property that causes it to damage or destroy itself; or
2. Insects or vermin.

## D. Deductible

We will pay only that part of the total of all loss payable under this policy that exceeds the deductible amount shown in the Declarations.

## E. Options

One or more of the following options apply to this policy **only** if the box for that option is checked in the policy Declarations, or is otherwise indicated elsewhere in this policy.

### 1. Jewelry Pair Or Set Broad Coverage

(Applies only to scheduled articles of jewelry subject to Paragraph D.1.a. Standard Loss Settlement in Common Policy Provisions Form PM 00 01.)

Paragraph D.1.a.(3) in Common Policy Provisions Form PM 00 01 is deleted and replaced by the following:

#### (3) Loss To A Pair, Set Or Parts

If there is a loss to a scheduled article of jewelry that is a pair or set, or consists of several parts when complete:

- (a) We will pay the full amount shown in the Schedule for that article; and
- (b) You will surrender it to us if not lost or stolen.

### 2. Jewelry In Vault Credit

a. You agree:

- (1) To keep the jewelry articles described and marked with a number symbol (#) in the Schedule in a vault; and
- (2) That such vault is on the premises of the bank or security institution declared in the Declarations or elsewhere in this policy for this Option.

b. We will not cover these articles if they are removed from the premises of that bank or security institution unless you:

- (1) Notify us in advance of removal; and
- (2) Pay an additional premium for the time they are away from such premises.

### 3. Additional Person Insured – Engagement Ring, Wedding Ring Or Guard Ring Only

We agree that the person named in the Declarations or elsewhere in this policy for this Option has an interest in the jewelry article(s) described as applying to this Option.

You agree that such person is not an "insured" under this policy.



## COMMON POLICY PROVISIONS

### A. Agreement

We will provide the insurance described in this policy in return for the premium and compliance with all applicable provisions of this policy.

### B. Definitions

#### 1. In this policy:

- a. "You" and "your" refer to the "named insured" shown in the Declarations and the spouse if a resident of the same household; and
- b. "We", "us" and "our" refer to the Company providing this insurance.

#### 2. In addition, the word "insured" is defined to mean you, your spouse and relatives of either who are residents of your household.

When the word an immediately precedes the word "insured", the words an "insured" together mean one or more "insureds".

### C. Exclusions

We do not insure for loss caused directly or indirectly by any of the following. Such loss is excluded regardless of any other cause or event contributing concurrently or in any sequence to the loss. These exclusions apply whether or not the loss event results in widespread damage or affects a substantial area.

#### 1. War

War includes the following and any consequence of any of the following:

- a. Undeclared war, civil war, insurrection, rebellion or revolution;
- b. Warlike act by a military force or military personnel; or
- c. Destruction, seizure or use for a military purpose.

Discharge of a nuclear weapon will be deemed a warlike act even if accidental.

#### 2. Nuclear Hazard

- a. "Nuclear Hazard" means any nuclear reaction, radiation, or radioactive contamination, all whether controlled or uncontrolled or however caused, or any consequence of any of these.

- b. Loss caused by the nuclear hazard will not be considered loss caused by fire, explosion, or smoke, whether these perils are specifically named in or otherwise included within the Perils Insured Against.

- c. This policy does not apply to loss caused directly or indirectly by nuclear hazard, except that direct loss by fire resulting from the nuclear hazard is covered.

### 3. Governmental Action

Governmental action means the destruction, confiscation or seizure of covered property by order of any governmental or public authority.

This exclusion does not apply to such acts ordered by any governmental or public authority that are taken at the time of a fire to prevent its spread, if the loss caused by fire would be covered under this policy.

### 4. Intentional Loss

Intentional Loss means any loss arising out of any act an "insured" commits or conspires to commit with the intent to cause a loss.

In the event of such loss, no "insured" is entitled to coverage, even "insureds" who did not commit or conspire to commit the act causing the loss.

### 5. Neglect

Neglect means neglect of an "insured" to use all reasonable means to save and preserve property at and after the time of a loss.

### D. Loss Conditions

#### 1. Loss Settlement

##### a. Standard Loss Settlement

##### (1) Scheduled Property

The value of each scheduled article or item without a double asterisk (\*\*) designation noted in the Schedule is not agreed upon but will be determined at the time of loss.

We will not pay more than the least of the following amounts:

- (a) The actual cash value of the article or item at the time of loss;
- (b) The amount for which the article or item could reasonably be expected to be repaired to its condition immediately prior to loss;

- (c) The amount for which the article or item could reasonably be expected to be replaced with one substantially identical to it; or
- (d) The amount of insurance.

**(2) Newly Acquired Property**

If newly acquired property is covered, we will not pay more than the least of the following amounts:

- (a) The actual cash value of the article or item at the time of loss;
- (b) The amount for which the article or item could reasonably be expected to be repaired to its condition immediately prior to loss;
- (c) The amount for which the article or item could reasonably be expected to be replaced with one substantially identical to it; or
- (d) The limit of coverage.

**(3) Loss To A Pair, Set Or Parts**

If the article or item is a pair or set or consists of several parts when complete, we may elect to:

- (a) Repair or replace any part to restore the pair or set to its value before the loss;
- (b) Pay the difference between the actual cash value of the property before and after the loss; or
- (c) Pay for the value of the part lost or damaged.

In the case of an article of fine art, we will pay the actual cash value of the article before the loss and take the remaining parts.

**(4) Recovered Property**

If you or we recover any property for which we have made payment under this policy, you or we will notify the other of the recovery. At your option, the property will be returned to or retained by you or it will become our property. If the recovered property is returned to or retained by you, we will adjust the loss payment based on the amount you received for the recovered property.

**b. Agreed Value Loss Settlement – Scheduled Property Only**

- (1) We will pay the full amount shown in the Schedule for each article or item designated with a double asterisk (\*\*). That amount is agreed to be the value of the article or item.

At our request you will surrender the article or item to us if not lost or stolen.

- (2) If the article or item is a pair or set, or consists of several parts when complete:
  - (a) We will pay the full amount shown in the Schedule for that pair, set or complete article or item; and
  - (b) At our request, you will surrender it to us if it is not lost or stolen.
- (3) In the event a lost or stolen article or item is recovered, you will surrender it to us.
- (4) We will, at your request, sell back to you, at a price you and we agree upon, any article or item you surrender to us to comply with the above terms.

**c. Unscheduled Property – Blanket Insurance**

- (1) **Postage Stamp Or Rare And Current Coin Collections**

We will pay only that proportion of any loss on an unscheduled stamp or coin collection that the amount of blanket insurance bears to the actual cash value of such property at the time of loss, but not more than:

- (a) \$1,000 on any unscheduled coin collection; or
- (b) \$250 for any one stamp, coin or individual article or any one pair, strip, block, series sheet, cover, frame or card.

- (2) **Cameras, Fine Arts, Golfer's Equipment, Musical Instruments And Silverware**

We will pay only that proportion of any loss on unscheduled cameras, fine arts, golfer's equipment, musical instruments or silverware that the amount of blanket insurance bears to the actual cash value of such property at the time of loss but not more than \$500 for any one item.



## 2. Loss Clause

We will not reduce the amount of insurance under this policy except for a total loss of scheduled property. We will refund the unearned premium for that property after the loss or you may apply the refund to the premium due for its replacement.

## 3. Loss Payment

a. We will adjust all losses with you. We will pay you unless:

- (1) A claim has been paid by others; or
- (2) Some other person is named in the policy or is legally entitled to receive payment.

b. Loss will be payable 60 days after we receive your proof of loss and:

- (1) Reach an agreement with you;
- (2) There is an entry of a final judgment; or
- (3) There is a filing of an appraisal award with us.

## 4. Duties After Loss

In case of a loss to covered property, we have no duty to provide coverage under this policy if the failure to comply with the following duties is prejudicial to us. These duties must be performed either by you, or an "insured" seeking coverage, or a representative of either:

- a. Give prompt notice to us or our authorized representative;
- b. Notify the police in case of loss by theft;
- c. Protect the property from further damage. If repairs to the property are required, you must:
  - (1) Make reasonable and necessary repairs to protect the property; and
  - (2) Keep an accurate record of repair expenses.

Such expenses will be paid by you and us in proportion to our respective interests;

- d. Cooperate with us in the investigation of a claim;
- e. Prepare an inventory of damaged property showing the quantity, description, actual cash value and amount of loss. Attach all bills, receipts and related documents that justify the figures in the inventory;
- f. As often as we reasonably require:
  - (1) Show the damaged property;
  - (2) Provide us with records and documents we request and permit us to make copies;

- (3) Submit to examination under oath, while not in the presence of another "insured", and sign the same; and

- (4) Produce, to the extent that it is within your power, your employees, members of your household or others so that they may be examined under oath.

- (5) Send to us, within 90 days after discovery of the loss, your signed, sworn proof of loss which sets forth, to the best of your knowledge and belief:

- (a) The time and cause of loss;
- (b) The interests of all "insureds" and all others in the property involved and all liens on the property;
- (c) Other insurance or service agreement which may cover the loss; and
- (d) The inventory of damaged property described in e. above.

## 5. Loss Payable Clause

If the Declarations names a loss payee and the property in which the loss payee has an interest, we will adjust any loss with you and make the loss payment to you or an "insured" legally entitled to receive payment and the loss payee as their respective interests may appear.

We will notify the loss payee in writing if we cancel or do not renew the policy.

## E. Other Conditions

### 1. Policy Period

This policy applies only to loss which occurs during the policy period.

### 2. Insurable Interest And Limit Of Liability

Even if more than one person has an insurable interest in the property covered, we will not be liable in any one loss:

- a. To an "insured" for more than the amount of such "insured's" interest at the time of loss; or
- b. For more than the applicable amount of insurance.

### 3. Claim Against Others

We will consider any payment we make to you a loan if we believe a loss is collectible from others.

You will repay that loan to us out of any recovery you or we receive from others.

You will assist us in every way possible to recover from others and we shall, at our expense, take over your rights against others to the extent of our payment.

#### 4. Appraisal

If you and we fail to agree on the amount of loss, either may demand an appraisal of the loss. In this event, each party will choose a competent and impartial appraiser within 20 days after receiving a written request from the other. The two appraisers will choose an umpire. If they cannot 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.

The appraisers will separately set the amount of loss. If the appraisers submit a written report of an agreement to us, the amount agreed upon will be the amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will set the amount of loss.

Each party will:

- a. Pay its own appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

#### 5. Other Insurance And Service Agreement

If a loss covered by this policy is also covered by other insurance or a service agreement, this insurance is excess over any amounts payable under any such insurance or agreement.

Service agreement means a service plan, property restoration plan or other similar service warranty agreement, even if it is characterized as insurance.

#### 6. Suit Against Us

No action can be brought against us unless there has been full compliance with all of the terms of this policy and the action is started within two years after the date of loss.

#### 7. Insurance Not To Benefit Others

No person or organization having custody of the property and to be paid for services shall benefit from this insurance.

#### 8. Changes In Policy

No change in this policy may be made except by us in writing.

#### 9. Concealment Or Fraud

We provide coverage to no "insureds" under this policy if, whether before or after a loss, an "insured" has:

- a. Intentionally concealed or misrepresented any material fact or circumstance;

- b. Engaged in fraudulent conduct; or
- c. Made false statements; relating to this insurance.

#### 10. Liberalization Clause

If we make a change which broadens coverage under this edition of our policy without additional premium charge, that change will automatically apply to your insurance as of the date we implement the change in your state, provided that this implementation date falls within 60 days prior to or during the policy period stated in the Declarations.

This Liberalization Clause does not apply to changes implemented with a general program revision that includes both broadenings and restrictions in coverage, whether that general program revision is implemented through introduction of:

- a. A subsequent edition of this policy; or
- b. An amendatory endorsement.

#### 11. Cancellation

- a. You may cancel this policy at any time by returning it to us or by letting us know in writing of the date cancellation is to take effect.
- b. We may cancel this policy by letting you know in writing of the date cancellation takes effect. This cancellation notice may be delivered to you, or mailed to you at your mailing address shown in the Declarations. Proof of mailing will be sufficient proof of notice. The cancellation will be effective as of the date shown on the Cancellation Notice, but not less than ten (10) days after mailing to the address in this policy or last known address. The mailing of notice is sufficient proof of notice of cancellation. Delivery of notice shall be equivalent to mailing.
- c. When you request cancellation, the return premium will be based on our short rate procedure. When we cancel, the return premium will be pro rata.

#### 12. Nonrenewal

We may elect not to renew this policy. We may do so by delivering to you, or mailing to you at your mailing address shown in the Declarations, written notice at least 30 days before the expiration date of this policy. Proof of mailing will be sufficient proof of notice.



**13. Death**

If an "insured" dies, the following apply:

- a. We insure the legal representative of the deceased but only with respect to property of the deceased covered under the policy at the time of death; and

b. "Insured" includes:

- (1) An "insured" who is a member of the deceased "insured's" household at the time of death, but only while a resident of the residence shown in the Declarations; and
- (2) With respect to the deceased "insured's" property, the person having proper temporary custody of the property until appointment and qualification of a legal representative.