Private Jewellery & Collectables Insurance Including Musical Instruments



juno.insure

Policy Terms and Conditions

Registered office: Third Floor, Peek House 20 Eastcheap London EC3M 1EB Registered in England No. 08223911

This **Policy** is underwritten by by SCOR Syndicate 2015 at Lloyd's of London. It is important that **You** read This **Policy** together with **Your** current **Policy Schedule** and any **Endorsements** carefully. If anything is not correct or it does not meet **Your** insurance requirements, please let **Us** know immediately. **You** should keep a record (including copies of letters) of all information **You** supply to **Us** in connection with this contract of insurance. No change or modification to This **Policy** shall be effective unless confirmed in writing by **Us**. The **amounts** insured should represent the full value of the **Item(s)** Insured. If **You** are in any doubt speak to **Us**.

You must take reasonable care not to make a misrepresentation to Us. This means that all the answers You give and statements You make as part of Your insurance application, including at renewal and when an amendment to Your Policy is required, should be honest and accurate. If You deliberately or carelessly misinform Us, this could mean that part of or all a Claim may not be paid.

Bob Andrewa

Bob Andrews Managing Director

SEVERAL LIABILITY NOTICE

The subscribing insurers obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing Insurer who for any reason does not satisfy all or part of its obligations.



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1 Information



This insurance product has been specifically designed for **Your Jewellery**, **Art, Collectables, Musical Instruments and Cameras**. **We** intend the language and layout to be clear because **We** want **You** to understand the cover **We** provide and **Your** obligations.

This document, the **Schedule** any attaching **Endorsement** and the **Proposal** form this **Policy** setting out the details of the insurance which **You** have requested.

Please read this whole **Policy** carefully, together with any **Endorsement** and the **Schedule** to ensure that the information contained in This **Policy** is accurate and that the **Schedule** reflects the coverage **You** have requested. If anything is not correct, please return it as soon as practicably possible to **Us** at **admin@juno.insure**.

We will provide This **Policy** in return for the premium **You** have paid. **You** should keep a record (including copies of letters) of all information **You** supply to **Us** in connection with this contract of insurance. No change or modification to this **Policy** shall be effective unless confirmed in writing by **Us**.

We expect that the Amounts Insured will represent the full value of the **Item(s)** Insured. If **You** are in any doubt speak to **Us**.

If **You** have any questions or concerns about this **Policy** or the handling of a claim **You** should, contact **Us**.

If **You** are unable to resolve any questions or concerns with **Us** please refer to the complaints procedure contained within this document.

1 Accessibility

Upon request **We** can provide Braille, audio or large print versions of this **Policy** and the associated documentation including the Insurance Product Information Document (IPID). If **You** require an alternative format, **You** should contact **Us**.

1.2 | Fair Processing Notice

We take Your privacy extremely seriously and We will only use Your personal details in line with Our Privacy Notice. Please read Our Privacy Notice carefully (This document can be obtained by visiting Our website. https://juno.insure/privacy-Policy) and contact Us immediately if You have any queries. Where necessary, where We would like to use Your data for marketing purposes, We shall ask for Your specific consent to do so. Your personal information includes all the details You have given Us to process Your insurance Policy (We will not ask for more information than is necessary).

We may share Your data with Third Parties for the provision and ongoing

performance of **Your** insurance **Policy**, for example, the underwriters of **Your Policy** being certain syndicates at Lloyd's of London.



Your data may be transferred outside the UK. **We** will not sell, rent, or trade **Your** data under any circumstances. All the personal information **You** supply to **Us** will be handled strictly in accordance with the applicable Data Protection regulations and legislation.

1.3 | Third Party Rights

A person who is not a party to this **Policy** has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract of insurance, but this does not affect any right or remedy of a third party that exists or is available apart from that Act.

1.4 | Law and Jurisdiction

The parties are free to choose the law applicable to this **Policy**. Unless specifically agreed to the contrary, this **Policy** shall be governed by English law and subject to the exclusive jurisdiction of the courts of England and Wales. The language of this **Policy** and all communications relating to it will be in English.

1.5 | Cancellation and Cooling-Off Period

a. Your Right to Cancel during the Cooling-Off Period

You are entitled to cancel This **Policy** by notifying **Us** in writing, by email or by telephone within fourteen (30) days of either:

- b. i. the date You receive this Policy; or
 - ii. the start of Your Period of Insurance.

whichever is the later.

A full refund of any premium paid will be made unless **You** have made a claim in which case the full annual premium is due.

c. Your Right to Cancel after the Cooling-Off Period

You are entitled to cancel this **Policy** after the cooling-off period by notifying Us in writing, by email or by telephone. Any return of premium due to You will be calculated at a proportional daily rate depending on how long this **Policy** has been in force unless You have made a claim in which case the

full annual premium is due. We have the right to retain **Your** administration fee which is displayed on **Your Schedule of Insurance** if **You** cancel this insurance after the cooling off period, such fee may be deducted from the refund of the premium.



d. Our Right to Cancel

We are entitled to cancel This **Policy**, if there is a valid reason to do so, including for example:

i. any failure by You to pay the premium; or

ii. a change in risk which means We can no longer provideYou with insurance cover; or

iii. non-cooperation or failure to supply any information or documentation We or Our appointed representatives request, such as details of a claim:

- iv. Where **We** reasonably suspect fraud
- v. Due to the use of threatening or abusive behaviour or language, or intimidation or bullying of staff or suppliers.

by giving **You** thirty (30) days' notice in writing. Any return of premium due to **You** will be calculated at a proportional daily rate depending on how long This **Policy** has been in force unless **You** have made a claim in which case the full annual premium is due.

1.6 | 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:

- a. treat this **Policy** as if it never existed;
- b. decline all claims; and
- **c.** retain the premium.

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

i. 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;



ii. 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;

iii. 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:

1. give You thirty (30) days' notice that We are terminating this Policy; or

2. 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** thirty (30) days' notice that **You** are terminating This **Policy**.

if this **Policy** is terminated in accordance with (1) or (2), **We** will refund any premium due to **You** in respect of the balance of the **Period of Insurance**.

1.7 | Changes We need to know about

You must tell **Us** as soon as practically possible of **You** becoming aware of any changes in the information **You** have provided to **Us** which happens before or during any **Period of Insurance**. This includes when **You** change **Your** address. This **Policy** is designed for UK residents only. If **You** move abroad to live or intend to be outside the United Kingdom for more than 60 days, no cover will be in force.

When **We** are notified of a change **We** will tell **You** if this affects This **Policy**. For example **We** may cancel This **Policy** in accordance with the Cancellation and Cooling-Off Provisions, amend the terms of This **Policy** or require **You** to pay more for **Your** insurance. If **You** do not inform **Us** about a change it may affect any claim **You** make or could result in **Your** insurance being invalid.

1.8 | 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**:

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 **Policy** as having been terminated with effect from the time of the fraudulent act

If We exercise Our right under (c) above:

i. 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.

ii. We need not return any of the premium paid.

1.9 | Sanctions

We shall not provide any benefit under this **Policy** to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

1.10 | Questions and Complaints

Our aim is to provide all **Our** customers with a first-class standard of service. However, there may be occasions when **You** feel this objective has not been achieved. If **You** have a complaint about **Your Policy** or the handling of a claim, the details below set out some of the key steps that **You** can take to address **Your** concerns.

Where do I start?

If **You** wish to complain **You** should in the first instance refer the matter to: complaints@juno.insure or, **enquiries@juno.insure** Alternatively **You** can call **Us** on **0203 907 8080** or, **You** may write to **Us** at:

Juno

3rd Floor, Peek House 20 Eastcheap London EC3M 1EB

Please quote **Your Policy** reference and claim reference (if **Your** complaint is about a claim) so that **Your** concerns may be dealt with in a timely manner.

What happens next?

If **We** are not able to resolve **Your** complaint satisfactorily by close of business the 3rd working day following receipt of **Your** complaint, they will refer **Your** complaint to the Head of Compliance at The SCOR Managing Agency Limited, who will send **You** an acknowledgement letter. If **You** don't receive any acknowledgement letter, or at any time if **You** wish to do so, **You** may contact the Head of Compliance **Yourself** by writing to:

The SCOR Managing Agency 10 Lime Street London EC3M 7AA

Tel No: 0203 817 5070 E-mail: scorchannelcomplaints@scor.com

The SCOR Managing Agency Ltd will investigate **Your** complaint and will provide **You** with a written response within two weeks of **Your** initial complaint. This will either be a final response or a letter informing **You** that **we** need more time for **Our** investigation.

In the event that **You** remain dissatisfied with **Us** then **You** may refer the matter to the Complaints team at Lloyd's:

The address of the Complaints team at Lloyd's is:

Complaints Lloyd's Fidentia House, Walter Burke Way, Chatham Maritime Kent ME4 4RN

Tel No: 020 7327 5693 Fax No: 020 7327 5225 E-mail: complaints@lloyds.com Website: www.lloyds.com/complaints

If You remain unhappy



If **You** remain dissatisfied after Lloyd's has considered **Your** complaint, or, in any event, after a period of eight weeks from making **Your** complaint, **You** may be able to refer **Your** complaint to the Financial Ombudsman Service (contact details below).

Your rights as a customer to take legal action are not affected by the existence or use of the complaints procedure mentioned above. However, the Financial Ombudsman Service may not adjudicate on a case where court proceedings are actively in progress.

The Financial Ombudsman Service

Exchange Tower

London

E14 9SR

Tel No: 0300 123 9 123 or 0800 0234 567

Further information is available from them and **You** may refer a complaint to them online at www.financial-ombudsman.org.uk.

2a Choosing Your Sum Insured – Getting it Right

Index linking (the automatic increase in sum insured at each renewal) is not applied to this **Policy**, so fluctuations in the value of art, precious metals and gemstones should be considered. The prices of Jewellery & Watches and the general price of Gold & Silver increase each year so regular valuation of items is important to ensure sums insured remain adequate.

Please refer to each individual section for details of how **We** settle claims and the maximum amounts **We** will pay.

Jewellery & Watches

Jewellery

In respect of **Jewellery You** should insure the **Item**(s) for the full replacement value as new in the UK.

Watches

1) In respect of watches purchased from new, **You** should insure for the full replacement value in the UK.

2) In respect of watches purchased second hand You should insure for the

amount to replace the **Item** with a one of a similar age and value in the UK.

3) In respect of inherited items, You can either insure the Item for either 1 or 2 as detailed above.

Fine Art & Antiques

In respect of **Fine Art** & **Collectables** and all other items, **You** should insure for the current market value of the items.

Musical Equipment

You should insure for the usual new undiscounted replacement cost (including VAT) from a reputable United Kingdom dealer as at the commencement date of the **Period of Insurance**.

2b Onus of Proof of Ownership Jewellery & Watches

Onus of Proof

In the event of any claim being made for **Loss** of or **Damage** to any **Insured Item**, the onus of proving the existence, ownership and value of the **Item** shall be upon **You**.

Onus of Proof – Jewellery & Watches

We accept the following items as proof of existence and ownership;

For Items less than 5 years old

- A personalised and dated purchase receipt or bill of sale detailing the **insured Item**...
- A debit or credit card or bank statement detailing the amount paid.
- If a private sale, dated correspondence relating to the sale such as a letter or e-mail identifying the seller of the **Item**.

For Items more than 5 years old

- Any of the above items.
- Photographical or other dated documentary evidence such as a personalised valuation or service receipt.
- A valuation with full description of the **Item** from a United Kingdom based Jeweller or Valuer stating their contact details and business credentials.

We accept the following as proof of value

- A dated purchase receipt or bill of sale detailing the **Item Insured**.
- A dated valuation with full description of the **Item** from a United Kingdom based Jeweller or Valuer stating their contact details and business credentials.



3 Jewellery & Watches

This section only applies if premium has been paid and the cover is made operative in the **Policy Schedule**. The General Exclusions, Making a Claim/ General Claims Conditions, General Conditions and the following terms and conditions all apply to this section.

3.1 | The Insuring Clause

We will insure the Item(s) Insured as described in the Schedule against Loss or Damage up to the Amount Insured anywhere in the world during the Period of Insurance, subject to the Policy terms, exclusions and conditions

3.2 | Additional Covers in Respect of Jewellery and Watches

Pairs and Sets - If any items which have an increased value because they form part of a pair or set are lost or damaged, any payment **We** make will take account of the increased value.

Additional Exclusions applicable to Section 3

- Loss or Damage occurring outside of the United Kingdom if You have been, or intend to be, away from the United Kingdom for more than 60 consecutive days.
- Any routine repair, servicing, inspection, maintenance, cleaning, alteration or restoration costs.
- Loss or Damage caused by or resulting from natural ageing, wear and tear, gradual deterioration, inherent or latent defect, rust or oxidation, moth or vermin, other than Loss or Damage resulting from wear and tear or mechanical derangement to a clasp, setting or other fastening, carrier or container.
- Scratching, denting or cosmetic only **Damage**.
- Loss or Damage to Jewellery and watches away from either Your
 Home or another private dwelling in the UK where You are staying temporarily, unless the Item is:
- a) worn by You, or
- b) carried under Your close personal control or
- c) Kept in a locked safe
- d) Kept in a locked gym locker whilst You remain on the gym premises.
- Loss from baggage UNLESS carried by hand under Your personal supervision
- Any theft from an unattended motor vehicle.

- Electrical or mechanical fault or breakdown.
- Any unexplained disappearance of any **Item** Insured.
- Loss or Damage caused by or resulting from criminal or deliberate acts committed by You.

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• Loss or Damage from Your Home caused by Theft or attempted Theft unless there has been force and / or violence used to enter or leave the Home.

3.3 | Basis of Settlement Jewellery & Watches

Should an **Item** Insured be lost, stolen or **Damaged**, **We** have the right, at **Our** sole discretion to base the settlement on the following:

In all cases the most We will ever pay for any one Item is:

1. For **Items** not individually specified: the **Item** limit shown on the **Policy Schedule**.

 For Items individually specified: the sum insured Amount shown on the Policy Schedule for that Item. The most We will pay in total for each incident of Loss is the Amount Insured as shown on the Policy Schedule.

3. Our assessment of a claim, including relevant **Endorsements** and exclusions, shall be based upon the sum insured shown on the **Policy Schedule** for that **Item**.

In the event that **We** agree to a Cash settlement, the **Amount We** will pay will not exceed the **Amount** it would have cost **Us** to replace the **Item** with one of equal quality using **Our** own network of suppliers.

How we handle claims - continued

Watches

We will decide whether We repair, replace, issue a Gem Card or offer cash Settlement.

If We settle Your Claim by Gem Card, Your card will be preloaded to the Amount of the assessed value of Your Claim.

You can redeem this at any one of over 1800 selected outlets in the United Kingdom for the purchase of an **Item(s)** of **Your** choice either brand new or second hand.

Regardless whether **Your** insured **Item** was new or second hand, **You** are free to purchase any **Item Your** choose up to the assessed value of **Your** Claim.

In some cases, **We** may be able to source a replacement watch for **You** from **Our** network of jewellers.

Jewellery

We will decide whether We repair, replace, issue a Gem Card, appoint a personal jeweller or offer cash Settlement.

If We settle Your Claim by Gem Card, Your card will be preloaded to the Amount of the assessed value of Your Claim. You can redeem this at any one of over 1800 selected outlets in the United Kingdom for the purchase of an **Item(s)** of Your choice either brand new or second hand.

In certain circumstances and subject to the **Policy** sum insured, **We** may appoint a personal jeweller to assist in the creation of a replacement **Item** to **Your** specification.

4 Fine Art Collectables and Antiques

This section only applies if premium has been paid and the cover is made operative in the **Policy Schedule**. The General Exclusions, Making a Claim/ General Claims Conditions, General Conditions and the following terms and conditions all apply to this section.

4.1 | The Insuring Clause Fine Art Collectables and Antiques

We will insure the Item(s) insured as described in the Policy Schedule against physical Loss or physical Damage up to the Amount Insured anywhere in the United Kingdom during the Period of Insurance, subject to the Policy terms, exclusions and conditions

4.2 | Additional Covers in respect of Fine Art Collectables and Antiques

4.2.1 Pairs and Sets - If any items which have an increased value because they form part of a pair or set are **Lost** or **Damaged**, any payment **We** make will take account of the increased value and any proportionate depreciation due to the **Loss** or **damage**.

4.2.2 Depreciation - If **We** repair a **Damaged** item, **We** will also pay for any **Loss** in value. The most **We** will pay in total is the **Amount Insured** for that item.

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4.2.3 Death of the Artist - We will automatically increase the insured value of any **Item** listed in the specification for **Fine Art** and **Collectables** by up to 100% if the artist dies during the **Period of Insurance**. We will only do this for the six months immediately following the death of that artist and provided **You** can produce an independent professional valuation or a purchase receipt which is not more than three years old at the time of any **Loss** or **Damage**. **You** must be able to prove the increased value if **You** make a Claim for that **Item**. The most **We** will pay under this extension is an extra £25,000 in total during the **Period of Insurance**.

4.2.4 Defective Title - If during the **Period of Insurance**, someone claims that an **Item** specified within the "**Fine Art** and **Collectables**" section is not rightfully Yours and **You** are legally obliged to return the **Item** to its rightful owner because it is proved that **You** do not have good title to it, **We** will pay **You** the amount **You** paid for it, or the value shown in the specification if this is less. **We** will only do this if:

a) You bought the Item during the period that the Fine Art and Collectables have been insured with Us;

b) You tell Us about the Claim during the Period of Insurance; and

c) You made enquiries about the **Item**'s provenance before **You** bought it.

The most **We** will pay under this extension for the **Period of Insurance** is 10% of the total **Amount Insured** for **Fine Art** and **Collectables**, but in any case, not more than £25,000. This extension does not apply to any items **You** inherited or that were given to **You**.

Additional Exclusions applicable to Section 4

- Loss or Damage occurring outside of the United Kingdom unless
 We have agreed in writing.
- Fine Art Collectables or Antiques held as part of a business including display samples.
- Items that You have manufactured Yourself.
- Any routine repair, servicing, inspection, maintenance, cleaning, alteration or restoration costs.
- Any theft from an unattended motor vehicle.
- Loss or Damage from Your Home caused by Theft or attempted Theft unless there has been force and / or violence used to enter or leave the Home



We will decide if We repair, replace or issue cash Settlement for any lost or damaged Item.

BUT ON NO ACCOUNT WILL **WE** PAY MORE THAN THE TOTAL SUM INSURED STATED ON THE **POLICY SCHEDULE**

5 Musical Instrument Insurance

This section only applies if premium has been paid and the cover is made operative in the **Policy Schedule**. The General Exclusions, Making a Claim/ General Claims Conditions, General Conditions and the following terms and conditions all apply to this section.

5.1 | The Insuring Clause Musical Instruments Insurance

We will insure the Item(s) insured as described in the **Policy Schedule** against physical **Loss** or physical **Damage** up to the **Amount Insured** anywhere in the world during the **Period of Insurance**, subject to the **Policy** terms, exclusions and conditions.

Items must be owned by **You** or on **Loan** from a school or college.

5.2 | Additional Covers in respect of Musical Instruments

6.2.1 Unattended vehicle cover - Cover provided is extended to include Theft from unattended vehicles subject to the following terms and conditions.

1) There must be evidence of forcible and violent entry to the vehicle.

2) Excluding theft from soft top and convertible vehicles.

3) Excluding theft from a vehicle when it has been unattended for more than 12 hours.

4) When in a vehicle any insured items must be placed out of sight in a locked boot or concealed under a parcel shelf. For estate cars containing insured items, a factory fitted cover must be in place and in use, which completely obscures the items from view.

5) Vehicles when left unattended must have all points of access including doors, windows and windscreens left closed and properly fastened; and they must be securely locked with keys removed and security devices (where installed) operational.

6) If the value of the insured **Item**(s) left in the unattended vehicle exceeds £1000 the vehicle must be fitted with an alarm and an immobiliser and both must be activated at all times when the vehicle is left unattended.

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5.2.2 Hire of Replacement Equipment - We insure **You** (up to the amount specified in the **Policy Schedule** subject to a maximum hiring cost) for the hiring of replacement musical equipment of the same or similar specification whilst **Your** equipment is awaiting repair or replacement following a fire, theft, attempted theft, **Loss** of or **Damage** to **Your** equipment.

5.22 Special Conditions- Hire of Replacement Equipment -You must have submitted a valid Claim for the **Loss** by fire, theft, attempted theft, **Loss** of or **Damage** to, **Your** musical instrument. Confirmation as to why the hiring of an instrument(s) is required for example an upcoming concert performance or a pupil's music teacher confirming the pupil needs the instrument for a scheduled lesson.

You must obtain **Our** prior written agreement before incurring any hire costs.

Additional Exclusions applicable to Section 6

- Loss or Damage occurring outside of the United Kingdom if You have been, or intend to be, away from the United Kingdom for more than 60 consecutive days.
- **Overseas professional use restriction** Overseas use is restricted to a maximum duration of 30 days any one trip.
- Breakage of customer replaceable items such as strings, reeds and/or drumheads.
- Loss or Damage whilst Your insured items are out on Loan.
- Loss or Damage in transit unless the insured **Item** is securely packed in a suitable protective musical instrument case.
- Loss or theft of any musical equipment left unattended unless the Loss or theft shows evidence of forced entry/exit to or from any premises, concert venue, dressing room or any securely locked locker or other similar place of storage.
- **Loss** or theft of any musical equipment left unattended in the open other than in the course of participating in a musical event.

• Loss or Damage from Your Home caused by Theft or attempted Theft unless there has been force and / or violence used to enter or leave the Home.



5.3 | Basis of Settlement Musical Instrument Insurance

New for Old Replacement

We will at Our option, replace, or pay the cost of replacing the **Item** of property insured, with a similar article of like kind, functionality and quality. The maximum We will pay is the sum insured for each **Item** as specified on **Your Policy Schedule** of insurance.

Under Insurance

If, at the time of **Damage**, the **Amount Insured** is less than 75% of the total value of the camera equipment, the amount **We** pay will be reduced in the same proportion as the under insurance.

6 **Definitions**

The following definitions apply to this **Policy**. Each time the words below are used they will have the same meaning wherever they appear in this **Policy** or **Schedule**. To help identify these words they will appear in bold

1. Amount Insured shall mean the most We will pay for each incident of Loss which is the replacement cost of the **Item** insured or the **Amount** as shown in the **Schedule**, whichever is the lesser

2. Collectables shall mean art, antiques and other items of particular value due to their age, style, artistic merit or collectability including but not limited to furniture, paintings, drawings, toys, etchings, prints and photographs; tapestries and rugs; manuscripts; porcelain and sculpture; stamps or coins forming part of a collection; gold, silver, and gold- and silver-plated items; clocks and barometers;

3. Damage shall mean physical Damage or destruction of the Item(s) Insured;

4. Endorsement(s) shall mean a change in the terms and conditions of this **Policy** that can extend or restrict cover;

5. Excess shall mean the **Amount** specified as such in the **Schedule** which **You** are responsible for as the first part of every claim.

6. Fine Art - shall mean objects such as paintings and sculptures that are created to be looked at because they are beautiful or interesting.



 7. Gem Card - A preloaded card with credit that can be redeemed at over 1800 outlets. Full details can be found at this address: https://www.lmgjeWellery.co.uk/

8. Home shall mean the private dwelling used for domestic purposes as shown in the **Schedule**;

9. Item(s) Insured shall mean Your Jewellery stated in the Schedule;

10. Jewellery shall mean Engagement and Wedding ring, Watches, Pendants, Earrings, Bracelets, or other worn **items** that made from or contain precious metals and stones

11. Loss shall mean physical Loss or theft of the Item Insured;

12. Market Value shall mean the price at which ownership of the **Item(s)** Insured would change between a willing buyer and a willing seller, neither being under any compulsion to buy or sell and both having reasonable knowledge of relevant facts;

13. Pair or Set shall mean **Items** forming part of a **Pair or Set** and such shall be considered together as one (1) **Item**;

14. Period of Insurance shall mean the period of cover shown in the Schedule;

15. This Policy shall mean and include all information provided to Us as part of a Proposal for the issue, renewal or amendment of this contract of insurance as set out in this document and shall incorporate the Schedule and any Endorsement(s) issued, all of which shall be incorporated in this document;

16. Proposal shall mean the written Proposal or Statement of Fact bearing the date specified in the **Schedule** and/or any presentation, statements, declarations or information upon which **We** have relied made by or on behalf **You** to **Us** for the insurance evidenced by this **Policy**;

17. The Schedule - The Schedule is part of this contract of insurance and gives precise details of the cover, Policy number, details of You, the Item(s) Insured, the Amount Insured and the Period of Insurance; and any operative Endorsements

18. Terrorism shall mean an act or series of acts, including but not limited to the use or threatening of use force of or violence which is committed by a person or group of persons, whether acting alone or on behalf of or in connection with an organisation(s) or government; and is for political, religious,

ideological purposes or similar reasons. This includes the intention to influence a government or to frighten the public or any section of the public;



19. Territorial limits Worldwide limited to 60 days any one trip

20. We, Us, Our, shall mean Juno Insurance on behalf of certain underwriters at Lloyd's of London

21. You, Your shall mean the person(s) named in the Schedule

Additional Definitions for Musical Equipment Insurance

Loan

The temporary transfer of the insured **Item** into the custody and control of another person.

Musical Instrument/Musical Equipment

Any musical Instrument or equipment including; accessories designed to facility playing or tuning of the instrument(s) including: amplifiers, leads, straps tuning devices, effects boxes and pedals and any computer equipment or software especially designed for use for musical purposes. Excluding Laptop computers. another person.

Professional Use

A person who earns more than 50% of their annual income from musical activities.

7 General Exclusions

We will not pay for any physical Loss or physical Damage caused by:

7.1 | Biological, Radioactive and Chemical Contamination

a. ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the comb**us**tion of nuclear fuel; or

b. the radioactive, toxic, explosive or other hazardo**us** or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof; or

c. any weapon or device employing atomic or nuclear fission and/or f**us**ion or other like reaction or radioactive force or matter; or

d. the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. This exclusion (d) shall not apply 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 purposes; or



e. any chemical, biological, bio-chemical or electromagnetic weapon.

7.2 | Cyber Attack

i. Subject only to clauses ii. and iii. below, in no case shall this insurance cover **Loss Damage** liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.

ii. Where this clause is endorsed on policies covering risks of war, civil war, revolution, rebellion, insurrection, or civil strife arising there from, or any hostile act by or against a belligerent power, or **Terrorism** or any person acting from a political motive, clause i. shall not operate to exclude **Losses** (which would otherwise be covered) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile.

iii. It is understood and agreed that clause i. shall not apply to an otherwise covered physical **Loss** of the subject matter insured 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.

7.3 | Cyber and Data Exclusion Clause

We will not pay for any Loss, Damage, expense or legal liability directly or indirectly caused by, contributed to by or arising from electronic means or devices.

Provided that this exclusion does not apply to physical **Loss** or physical **Damage** to property insured which arises solely from an act or event which occurs accidentally, and which is not intended to cause harm.

7.4 | Items in the care custody or control of a postal courier or removal company

Loss or **Damage** occurring to any **Item** in the care, custody or control of a postal, courier or removal company, unless the sending was arranged by

a professional retailer or auctioneer from whom **You** purchased the **Item** within the 30 days preceding the date of **Loss**.

7.5 | Pre-Existing Damage

Any **Damage** or **Loss** occurring prior to, or existing at the start of this **Policy**, and which **You** knew or ought reasonably to have known could give rise to a claims.

7.6 | Theft, wilful or malicious acts by You or a member of Your family

Any **Loss** or **Damage** to the property resulting from theft, attempted theft or wilful or malicious acts by **You** or any member of **Your** family.

7.7 | We will also not pay for:

a. any routine repair, servicing, inspection, maintenance, cleaning, alteration, renovation or restoration costs.

b. Loss or Damage caused by or resulting from natural ageing, wear and tear, mechanical or electrical failure or derangement of any kind, gradual deterioration, inherent or latent defect, rust or oxidation, mould, rot, fungus, moth or vermin; infestation, scratching or denting or cosmetic only **Damage**; computer virus, confiscation by customs or other authority, atmospheric or climatic conditions

c. Loss or Damage caused by or resulting from theft or robbery, malicious acts, vandalism, violent disorder, riots or civil commotion not reported to the police within twenty-four (24) hours of discovery;

d. any **Loss** or **Damage** away from **Your Home** of an **Item** Insured unless such **Item** is:

- i. is being worn by You, or
- ii. being carried under $\ensuremath{\textbf{Your}}$ close personal custody and control, or
- iii. in a locked safe.

Item(s) Insured over GBP 20,000, whether in **Your Home** or away from **Your Home**, must be kept in a locked safe when not being worn or carried in **Your** close personal custody and control. If **You** are staying at a hotel, **Item** Insured must be kept in a locked safe in **Your** room under **Your** sole control, or in the principle safe of the Hotel.

e. any costs covered by any manufacturer's guarantee or warranty;

f. any reduction in value of any **Item** Insured following repair or restoration;

g. any unexplained disappearance of any **Item** Insured;

h. Loss, Damage, costs or expenses arising directly or indirectly from biological or chemical contamination caused by or resulting from
Terrorism. This includes poisoning, or preventing or limiting the use of an object, due to the effects of any biological or chemical agent;

i. 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.

j. Loss or **Damage** caused by or arising directly or indirectly from civil commotion in Northern Ireland

k. Loss, **Damage** or liability caused by or resulting from **Your** property being confiscated, taken, **Damage**d or destroyed by or under the order of any government or public authority;

I. Loss or **Damage** caused by or resulting from criminal or deliberate acts committed by **You** or persons acting on **Your** behalf or any person related to **You** or anyone legally authorised to be on **Your** premises.

m. Loss or Damage from theft from **Your Home** unless there is physical evidence of violent and forcible entry into, or exit from, **Your Home**.

n. Loss of or Damage to gems or repairs to settings to any Item Insured valued in excess of £15,000 unless such Item(s) Insured has been examined at Your expense every three (3) years by a Jeweller as approved by Juno.

7.8 | Disease and Pandemic Exclusion

Despite anything to the contrary in **Your** contract of insurance, **we** will not provide any cover for a claim which is in any way caused by, or results from, any disease, or the fear or threat of any disease, which:

a. is notifiable to the government or a local authority under any law, order, act or statute; and/or

b. which is declared an epidemic or pandemic by the World Health Organisation.

Your Insurance **Policy** does not cover any claim in any way caused by or resulting from:

a. Coronavirus disease (COVID-19), SARS or any mutation or variation thereof;

b. Diseases notifiable to the government or a local authority under any law, order, act or statute; and/or

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c. diseases which are declared an epidemic or pandemic by the World Health Organisation;

d. Any fear or threat of a), b) or c) above.

8 General Policy Conditions

8.1 | Acquisitions

If **You** replace the **Item(s)** Insured or purchase additional **Items** to be insured, **You** will need to notify **Us** as soon as practicably possible and pay any additional premium **We** shall require. The replaced **Item(s)** Insured or purchased additional **Items** will not be insured under This **Policy** until **You** have notified **Us** and **We** have confirmed the cover under This **Policy**.

8.2 | Assignment

You cannot transfer Your interest in This Policy to anyone else without Our written agreement.

8.3 | New Acquisitions Fine Art Collectables & Antiques

We will allow an increase in the amounts insured of up to 25% for each category to cover any items You acquire during the **Period of Insurance**. We will only do this if You tell Us about the new possession within 30 days of acquisition and pay an extra premium. This does not include any items that are only intended to be in Your possession for a short time, such as presents for other people.

8.4 | Care and maintenance

You must take care and measures to protect any **Item(s)** Insured and to maintain them in a good state of repair and proper condition.

8.5 | Protection's maintenance clause

You must ensure that all physical protections notified to **Us** are engaged whenever **Your Home** is left unattended.

You must ensure that all fire alarm and security systems notified to **Us** are activated whenever **Your Home** is left unattended.

If **You Schedule** of insurance states **You** must have an Alarm installed, **You** must also advise **Us** as soon as possible if for any reason a system is not working properly or any alarm signalling or response is altered or withdrawn. **We** may then vary the terms and conditions of this insurance. All systems must be regularly serviced under contract by a reputable company at least annually.

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8.6 | Subrogation

In the event that a third party is deemed liable for part or all of any claim, We may exercise **Our** right of subrogation. **You** shall, at **Our** request and **Our** expense, agree to and permit **Us** to do such acts and things as may be necessary or reasonably required for the purpose of exercising this right. **You** will take no action or make any agreements that may weaken or remove **Our** rights under this clause without **Our** prior written permission. **We** will pay any costs or expenses involved in exercising **Our** right of subrogation.

9 Making a claim/General Claims Conditions

In the event of a claim or possible claim under this **Policy**, these are the steps **You** should take: If **You** fail to comply with any of the below duties this **Policy** may become invalid.

You must provide **Us** with such information and assistance as **We** may reasonably require. **You** must also take reasonable steps to aid in the recovery of any **Item** that has been lost.

9.1 | Inform the Police within twenty-four (24) hours of discovery if the Item(s) Insured:

a. is lost, stolen, or

b. is Damaged following malicious acts, vandalism, violent disorder, riots or civil commotion

9.2 | If You need to make a claim

Please contact **Us** as soon as practicably possible on 0203 907 8080. From outside the United Kingdom please dial: +44 203 907 8080.

9.3 | Provide Us:



b. with evidence of value for all **Item(s)** Insured involved in a claim. Please refer to section 2.b " Onus of Proof" **We** will not consider any claims until such valuation or receipt has been provided and the responsibility of substantiating the value of the **Item(s)** and proof of ownership rests entirely with **You**.

9.4 | You shall not authorise the repair or restoration of any Damaged Item.

9.5 I Once **You** have told **Us** about **Your** claim and sent **Us** all the particular proofs that **We** may require

Watches

If **We** agree to pay **Your** watch claim, **We** will require **You** to forward to **Us** the official watch box and all official papers and documents relating to the watch.

We will write or email You to let You know if Your claim has been agreed. If Your claim has been agreed by Us, We will inform You on what basis We have chosen to settle Your claim.

Following a claim, if **We** have paid **You** the **Amount** Insured for **Your Item** Insured, that **Item** or any part of it automatically becomes **Our** property. However **You** shall not abandon any **Item** to **Us** or **Your** insurance advisor without **Our** written permission.

Once the **Amount** Insured has been paid into **Your** bank account, **You** will not be entitled to claim for the same **Item** Insured again. If **You** replace the **Item** Insured, **You** will need to notify **Us** so that **We** can amend **Your Schedule** and pay any additional premium **We** shall require.

9.6 | Other Insurance

If at the time of any claim under this **Policy** there is any other insurance covering the same **Loss** or **Damage We** will only pay in respect of any excess beyond the **Amount** which would have been covered under such other insurance had this **Policy** not been effected.

9.7 | Joint insured's

The most **We** will pay is the relevant **Amount** Insured. If there is more than one of **You**, the total **Amount We** will pay will not exceed the **Amount We** would be liable to pay to any one of **You**.



9.8 | Recovered Items

You have the right to repurchase from Us any Item(s) Insured that are recovered for which the full Amount Insured has been paid in settlement of a claim. If We recover any Items We will advise You of this in writing and You can buy it from Us for the lesser of;

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a. the settled claim **Amount** plus interest (to be calculated at the Bank of England base rate) and any recovery costs and expenses. Interest will be charged for the period between the date of claim settlement and the repurchase date; or

b. the current Market Value of the **Item** at the time **We** recover it, whichever is less;

If **You** recover any **Item(s)** Insured after a **Loss**, then **You** must notify **Us** as soon as possible by writing to:

Jewellery Claims Department - Juno Private **Jewellery** Insurance 3rd Floor Peek House 20 Eastcheap London EC3M 1EB

9.9 | Transfer of rights

If We make a payment under this **Policy**, We will assume any recovery rights **You** have in connection with that **Loss**, to the extent We have paid for the **Loss**. All of **Your** rights of recovery will become **Our** rights to the extent of any payment We make under This **Policy**. **You** must do everything necessary to secure such rights, do nothing after a **Loss** to prejudice such rights, and give **Us** all the information and assistance necessary for **Us** to achieve a settlement.

9.10 | Payment of Premiums

On **Our** agreement to pay any claim, any outstanding balance on **Your** full annual premium will become due immediately.

9.11 | Fraud prevention agencies

If false or inaccurate information is provided and fraud is identified or suspected, details may be passed to fraud prevention agencies. Law enforcement agencies may also access and use this information.

9.12 | Joint Insured

If there is more than one of **You**, the total amount **We** will pay will not exceed the amount **We** would be liable to pay to any one of **You**.



Registered office: Third Floor, Peek House 20 Eastcheap London EC3M 1EB

JUNOPW1022 Registered in England No. 08223911

Tel No 0203 907 8080

