



### 3.5. **Additional cover for watches:**

- 3.5.1. **Breakdown** - if an insured watch breaks down as a result of defective parts or workmanship we will repair or replace any component needed to restore it to full working order providing the malfunction occurred after the expiry of the manufacturer's warranty and before the expiry date of this certificate.

## 4. **Policy Conditions**

- 4.1. *You* may only insure *goods* purchased by *you* from the *provider* at the same time as this policy and for which *you* have the original proof of purchase for both the *goods* and this policy together.
- 4.2. It is a condition of this policy that the required premium has been paid for the *insured goods*.
- 4.3. To be protected under this policy *you* must be over 18 years of age.
- 4.4. *You* must take all reasonable steps to protect *your* property and prevent theft, robbery or damage.
- 4.5. The terms and conditions of this cover do not affect *your* statutory rights.

## 5. **Cancellations**

- 5.1. *You* may cancel *your Jewellery and Watch Guard Cover* within the first 30 days by emailing *Maker Mends* at: sue@makermends.com, or writing to *Maker Mends Ltd, PO Box 6003, Basildon, SS15 6BX* or by calling *Maker Mends* on 01268 564646. *You* may be required to return *your* original policy certificate to them.
- 5.2. Providing no claims have been made, a full refund of the original premium will be given. After the initial 30-day period, no refund is available.

## 6. **Law Applicable to Contract**

- 6.1. Under the relevant European Community and *UK* legal provisions the parties to the proposed contract of insurance are free to choose the law applicable to the contract. In the absence of an agreement to the contrary, the laws of England and Wales will apply.
- 6.2. *Maker Mends* offer this cover as agents for Bankers Insurance Company Limited, incorporated in England no 2341082, whose registered address is: 117–119 Whitby Road, Slough, Berkshire, SL1 3DR.

## 7. **Claims Conditions**

- 7.1. The original receipt showing proof of purchase of *your goods* from the *provider* and this policy certificate will be required in the event of a claim.
- 7.2. In addition, for any *insured goods* purchased from the *provider* on the Internet, *you* must provide *your* credit card or debit card billing statement confirming the purchase of the *insured goods*.
- 7.3. *You*, as may be reasonably required, will agree to examination under oath by any person named by *us* in connection with a claim. The statement given must be signed.
- 7.4. If *you* make a claim *you* must give *us* all the evidence and documentation that we need to prove *your* claim. *You* will have to pay any cost involved in doing this. *You* must give *us* this evidence in the way *we* ask.
- 7.5. *We* may also request information from third parties in order to prove *your* claim.
- 7.6. *We* may start legal action in *your* name (but at *our* expense and for *our* own benefit) to recover from others, compensation in respect of *goods* covered by Jewellery and Watch Guard.
- 7.7. During *your* claim *we* may arrange for an agent to visit *you*. The purpose of such a visit will be to gather details regarding *your* claim in order to ensure an accurate

assessment can be made. It is essential that *you* comply with such a visit, if *you* fail to comply, *we* will not continue with the validation of *your* claim and *your* claim will be finalised.

- 7.8. In the event of Theft and Robbery claims, a copy of the crime report may be required to confirm the circumstances of *your* claim.
- 7.9. *We* reserve the right to repair or replace any *insured goods* with either alternative goods or an exact replacement, if available, from the place of purchase or *Maker Mends* up to the value of the *sum insured* and at *our* discretion.
- 7.10. Where a claim is settled by complete replacement of the *insured goods*, this policy will expire upon completion of the settlement transaction. If *you* wish to have the replacement *goods* insured *you* must purchase a new insurance policy.
- 7.11. *Our* maximum liability under this policy is the *sum insured* of the *insured goods*.
- 7.12. There is no cash alternative in the event of a valid claim.
- 7.13. If a claim is fraudulent, fraud is suspected in any respect, or any false information is supplied in relation to *your* policy or claim, all benefits under this policy will be forfeited and *you* may be liable to criminal prosecution. *We* may cancel this policy immediately and *we* may demand *you* return any *goods* *we* have already supplied to *you*. *We* also reserve the right to take legal action against any third party to recover any monies paid. *We* will keep the premium *you* have paid *us*. *We* may also advise the police and/or prosecute *you*.

## **8. What is not insured**

### **You cannot make a theft or robbery claim:**

- 8.1. if the *insured goods* are stolen from a motor vehicle, unless the vehicle is locked at all points of access and all the security systems are activated and the *insured goods* are concealed out of sight in the locked boot or locked glove compartment;
- 8.2. if the *insured goods* are left at *your* place of work, school, or any public place unless locked in a secure locker, safe or similar lockable compartment to which *you* have sole access;
- 8.3. for any incident of theft, robbery, vandalism or malicious act that is not reported to the Police within 24hrs of the incident taking place;
- 8.4. for any incident of theft or robbery where force or violence is not used or threatened;
- 8.5. if the *insured goods* have mysteriously disappeared or if the *insured goods* have been lost;
- 8.6. if *you* do not have the original proof of purchase for the *goods*, the billing statement and this original insurance policy;
- 8.7. for any *insured goods* contained in baggage unless it is worn or carried by *you* or a member of *your family* travelling with *you*;

### **You cannot make a claim for theft, robbery, damage or destruction caused by or arising from:**

- 8.8. any repair previously completed, and/or if the *insured goods* are under warranty by a repairer;
- 8.9. normal wear and tear, denting, scratching or any gradually operating cause;
- 8.10. confiscation or detention;
- 8.11. any process of cleaning, restoration or alteration;
- 8.12. atmospheric or climatic conditions;
- 8.13. mildew, fungus, or oxidation;
- 8.14. inherent product defects other than what is covered by breakdown under this policy;
- 8.15. not following the manufacturer's operating instructions or over-winding;
- 8.16. pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds;
- 8.17. war, invasion, acts of foreign enemy hostilities whether war be declared or not, civil war, rebellion, revolution, terrorism, insurrection or military or usurped power;
- 8.18. damage or theft caused by or during the execution of any criminal act by *you*;
- 8.19. malicious damage or theft caused by *you*, *your family* or any person lawfully on *your* premises;
- 8.20. damage or theft from *your* premises where they have been left unoccupied for a period of more than 45 consecutive days;

- 8.21. theft, damage or destruction to any *insured goods* held or used for any business, trade or commercial purposes;
- 8.22. the *insured goods* being lost due to any damage, breakdown or fault or during postage, delivery or transportation;
- 8.23. any consequential loss;
- 8.24. the cost of replacing any undamaged goods or parts of a set, or other article of a uniform nature, colour or design when damage occurs within a clearly identifiable area or to a specific part, and matching replacements cannot be obtained.

**The following exclusions apply only to the breakdown of insured watches:**

This insurance:

- 8.25. does not apply to watch straps, glass and batteries;
- 8.26. does not cover repairs under warranty by a repairer;
- 8.27. is void if the *insured goods* are tampered with by any party other than the manufacturer's or *Maker Mends*;
- 8.28. is valid only if genuine factory parts have been used in servicing;
- 8.29. does not cover breakdown or damage caused by misuse or neglect.

**9. How to Claim**

**9.1. Breakdown/Damage**

- 9.1.1. For repairs due to breakdown or accidental damage of the *insured goods*, please **Call Assurant Solutions on: 0870 152 6115** for advice how to proceed.

**9.2. Theft, Robbery & Fire**

For claims due to theft, robbery or fire:

- 9.2.1. *You* must notify the Police within 24 hours of any theft, robbery, vandalism, malicious act or fire and obtain written confirmation, which will include a crime reference number and station telephone number, or in the case of fire, a fire reference number. These numbers **MUST** be included in the claim details below. A copy of the crime report may be required to confirm the circumstances of *your* claim.
- 9.2.2. **Call Assurant Solutions on: 0870 152 6115** for advice how to proceed.

9.3. All claims must be made within 30 days of the incident. Failure to do so may invalidate *your* claim.

9.4. In the event of a claim, *you* may be asked to complete a claim form and provide proof of purchase to *us* for evaluation.

9.5. We highly recommend *you* using Royal Mail Special Delivery to return *your insured goods*. We will not be held responsible for any *goods* returned by *you*, and not received by either *us* or *Maker Mends*.

9.6. We will not reimburse *you* for any cost towards the postage and packaging *you* have incurred for the return of the *insured goods*.

**10. Customer Care**

10.1. We care about the service *we* provide to *you* and *we* make every effort to maintain the highest possible standards. If *you* have any questions about *your* policy please ask *us*. Please have this document available so that *we* can deal with *your* enquiry quickly.

10.2. Although *we* set ourselves high standards, if *we* do not meet *your* expectations and *you* are not satisfied in some way *we* would like to know. If *you* follow the guidelines below, *your* complaint will be dealt with in the most efficient way possible.

Step 1 – Write to: The Operations Director, Bankers Insurance Company Limited, 117 – 119 Whitby Road, Slough, Berkshire, SL1 3DR.

Step 2 – If *you* are still not satisfied with the way *your* complaint has been dealt with, *you* can ask the Financial Ombudsman Service to review *your* case. *You* can contact him at the following address: South Quay Plaza, 183 Marsh Wall, London, E14 9SR. Tel No. 0845 080 1800.

10.3. Jewellery and Watch Guard cover is underwritten by Bankers Insurance Company Limited incorporated in England no. 2341082. The registered address is: 117-119 Whitby Road, Slough, SL1 3DR.

## 11. Assignment

11.1. The benefits of this contract may not be assigned to a third party.

## 12. Data Protection

12.1. We are committed to maintaining the personal data that *you* provide in accordance with the requirements of data protection legislation. *Our* Privacy Statement below gives further information about this.

12.2. Assurant Solutions, its other related entities, and carefully selected third parties may use *your* personal data to keep *you* informed about insurance products, services and special offers that may be of interest to *you*. If *you* do not wish *your* personal information to be used in this way please write to *us*.

## 13. Notice to Customers

13.1. *You* are advised that any telephone calls made to *our* administration and claims handling units may be monitored or recorded. This is to monitor the accuracy of information provided by *our* customers and *our* own staff. It may also be used to provide additional training to *our* staff or to prove that *our* procedures comply with legal requirements. *Our* staff are aware that conversations can be monitored and recorded.

13.2. If *we* are unable to meet *our* liabilities, *You* may be entitled to compensation from the Financial Services Compensation Scheme (FSCS) who can be contacted at: 7th floor Lloyds Chambers, Portsoken Street, London, E1 8BN. The first £2,000 of an insurance claim or policy is covered in full through the FSCS, plus 90% of the balance.

13.3. Bankers Insurance Company Limited is authorised and regulated by the Financial Services Authority.

## 14. Privacy Statement

14.1. *Your* data controller:

14.1.1. For the purposes of the Data Protection Act 1998, the data controller in respect of any personal information provided is Assurant Solutions.

14.1.2. *You* may be assured that Assurant Solutions will treat all personal data as confidential and will not use or process it other than for legitimate purposes. Steps will be taken to ensure that the information is accurate, kept up to date and not kept for longer than is necessary. Measures will also be taken to safeguard against unauthorised or unlawful processing and accidental loss or destruction or damage to the data.

14.2. Uses made of *your* personal information:

14.2.1. The personal information that *you* provide *us* will be used for a number of different purposes including:

14.2.2. to manage and administer *your* policy;

14.2.3. to assess *your* application or subsequent claim(s) including: conducting credit checks and fraud background checks; and approaching former employers, the Department of Employment and the Department of Social Security;

14.2.4. to offer *you* insurance products and services (except where *you* have asked *us* not to do so) and to help *us* develop new ones;

14.2.5. to contact *you* with details of changes to the products *you* have bought;

14.2.6. for internal analysis and research;

14.2.7. to comply with legal or regulatory requirements; and

14.2.8. to identify *you* when *you* contact *us*.

14.3. *We* may use external third parties to process *your* personal information on *our* behalf in accordance with these purposes.

14.4. Sharing of *your* personal information:

14.4.1. Unless *you* have asked *us* not to do so, *your* personal information provided may be shared with other organisations: so *you* can receive, either in writing or by telephone, details of other products and services which may be of

interest to *you*; and in order for *us* to comply with any legal or regulatory requirements. In addition, *we* may share *your* personal information with *our* related companies to Assurant Solutions for the purposes set out in this Privacy Statement.

14.5. Sensitive personal data:

14.5.1. To the extent that *you* provide sensitive personal data, *we* (and our related companies) may also process such sensitive personal data, both manually and by electronic means, for the same purposes described in this Privacy Statement. Sensitive personal data includes information as to *your* physical or mental health or condition; or the commission or alleged commission of any offence by *you*.

14.6. Business changes:

14.6.1. If *we*, or a related company, undergoes a reorganisation or is sold to a third party, the personal information provided to *us* may be transferred to that reorganised entity or third party and used for the purposes set out in this Privacy Statement.

14.7. Overseas transfers:

14.7.1. *We* may transfer *your* personal information to countries located outside the European Economic Area (the EEA). This may happen when *our* servers, suppliers and/or service providers are based outside of the EEA. The data protection laws and other laws of these countries may not be as comprehensive as those that apply within the EEA - in these instances *we* will take steps to ensure that *your* privacy rights are respected. Details of the countries relevant to *you* will be provided to *you* upon request.

14.8. Access to/correction of *your* information:

14.8.1. With limited exceptions, *you* have the right to ask for a copy of the information that *we* hold about *you*. There may be a charge for this. If any of the information that *we* hold about *you* is incorrect, please write to *us* at Assurant Solutions, 117-119 Whitby Road, Slough, SL1 3DR, and *we* will amend as necessary.