

# Combined Product Disclosure Statement, Policy Wording and Financial Services Guide

ISSUE DATE 15th AUGUST 2019

Centrestone Jewellery Insurance is provided by Centrestone Insurance Pty Ltd ABN 28 610 253 891 (Centrestone) and issued by Enable Underwriting Pty Ltd ABN 81 610 250 425 (Enable) on behalf of Berkley Insurance Company trading as Berkley Insurance Australia ABN 53 126 559 706 AFSL 463129 (Berkley) as the Insurer of Centrestone Jewellery Insurance. Centrestone and Enable are Corporate Authorised Representatives of Enrizen Pty Ltd ABN 64 107 643 809 (Enrizen) an Australian Financial Services Licence Holder (403 905)



#### Introduction

This policy booklet contains three parts:

#### Part 1 - Product Disclosure Statement (PDS)

The PDS is designed to help you understand what you need to know about Centrestone Jewellery Insurance so that you can decide whether to proceed with this cover. The PDS describes the main features and benefits of Centrestone Jewellery Insurance. Any information contained in the PDS is general information only and does not take into account your individual objectives, financial situation or needs. Before acting on this general information, you should consider the appropriateness of the general information having regard to your individual objectives, financial situation and needs.

#### Part 2 - Policy Wording

The Policy Wording of the Centrestone Jewellery Insurance have been written in plain language to help you understand the insurance cover offered, as well as an insured's rights and obligations under a Jewellery Insurance policy. You should carefully read the PDS and the Policy Terms and Conditions in this booklet before making any decision about whether to purchase Centrestone Jewellery Insurance. Note that you have a cooling off period and certain cancellation rights.

#### Part 3 - Financial Services Guide (FSG)

The FSG contains important information about the services provided by Centrestone Insurance Pty Ltd and other persons or organisations listed in the FSG in relation to Centrestone Jewellery Insurance, how they are remunerated in relation to the services offered, and their internal and external dispute resolution procedures. It is designed to assist you in deciding whether to use any of their services. Centrestone and other persons or organisation providing the services are responsible for information relevant to them in the FSG.

Where words or expressions used in the PDS and Policy Wording have a special meaning, we have used the same terms in both sections. Refer to Definitions on page 12 for a full explanation.

In addition, references to:

- We, Our, Us, Insurer and Berkley mean Berkley Insurance Company trading as Berkley Insurance Australia
- You and Your mean the applicant for a Centrestone Jewellery Insurance policy and, if a policy is issued, the Insured.
- Centrestone means Centrestone Insurance Pty Ltd
- Enable means Enable Underwriting Pty Ltd



Centrestone Jewellery Insurance is provided, issued and administered by:

The insurance is provided by Centrestone Insurance Pty Ltd ABN 28 610 253 891 (Centrestone) and issued by Enable Underwriting Pty Ltd ABN 81 610 250 425 (Enable) on behalf of Berkley Insurance Company trading as Berkley Insurance Australia ABN 53 126 559 706 AFSL 463129 (Berkley) as the Insurer of Centrestone Jewellery Insurance. Centrestone and Enable are Corporate Authorised Representatives of Enrizen Pty Ltd ABN 64 107 643 809 (Enrizen) an Australian Financial Services Licence Holder (403 905)

When arranging this Policy or agreeing to insure You, Centrestone and Enable are acting under a binder agreement as an agent of the insurer and not as an agent for You.

Centrestone Jewellery Insurance is insured by:

The Policy is underwritten by Berkley Insurance Company trading as Berkley Insurance Australia (Berkley) ABN 53 126 559 706 AFSL 463 129. References to 'We' and 'Us' in this document means the insurer.



#### 1. Product Disclosure Statement

This Product Disclosure Statement (PDS) is provided by Centrestone and issued by Enable under the binding authority given to Enable by Berkley which authorises Enable to enter into, vary, renew and cancel Centrestone Jewellery Insurance on behalf of Berkley. We recommend You review the contents of this document to help You understand Our Jewellery Insurance product coverage before you decide to buy this product.

If you purchase this product, your policy comprises this PDS, the Policy Wording contained in this document and your Policy Schedule which shows details particular to you and the jewellery insured. Centrestone via Enable acts as the agent of Berkley and not as your agent.

Centrestone Jewellery Insurance is designed for people who do not have their items of jewellery insured elsewhere, or who wish to insure them separately, and who want to cover the costs of Repair or Replacement following an Occurrence(s) involving the Specified Item(s). This insurance is subject to the terms, conditions and limitations, as set out in this document.

#### The PDS contains important information about:

- significant features and benefits of Centrestone Jewellery Insurance;
- your duty of disclosure when applying for Centrestone Jewellery Insurance;
- our internal and external dispute resolution procedures; and
- your cooling off rights when purchasing Centrestone Jewellery Insurance.

Please note that, while this PDS provides a summary of the significant features and benefit of Centrestone Jewellery Insurance, you must also read the Policy Wording in this booklet to understand the insurance provided (including what terms, conditions, exclusions and limitations may apply to your cover).

Sometimes we need to change the wording of the policy before it is issued to you because your insurance varies depending on a number of factors. We do this by adding what is called an endorsement. You will find any endorsements that apply to your policy stated on your Policy Schedule.

We may need to update this PDS from time to time if certain changes occur and where required by law. If the change results in a material change from the PDS you hold, we will provide you with a new PDS or supplementary PDS. Where the change to the PDS is not materially adverse we will not notify you. You can obtain a copy of any updated information by visiting <a href="https://www.centrestone.com.au">www.centrestone.com.au</a>.

**1.1 Your Duty of Disclosure** – Before you enter into a general insurance contract, you have a Duty of Disclosure under the *Insurance Contracts Act 1984* (Cth) to disclose to the Insurer every matter that you know, or could reasonably be expected to know is relevant to the Insurers decision whether to insure you and if so, upon what terms. This duty of disclosure applies until the contract is entered into.

You have the same duty before you extend, vary or reinstate the insurance. This duty does not require disclosure of any matter that:

- reduces the risk to the Insurer;
- is of common knowledge;
- the Insurers knows, or in the ordinary course of its business, ought to know; or
- where compliance with this duty is waived by the Insurer.

If you fail to comply with this duty of disclosure, the Insurer may be entitled to reduce its liability under the contract in respect of a claim or may cancel the contract. If your non-disclosure is fraudulent, the Insurer may be entitled to cancel the contract from its beginning.



- **1.2 Calculating Your Premium** The cost of the insurance (premium) will be shown in the Policy Schedule. It will depend on various factors including the type of jewellery, the value of the jewellery, the geographic area in which the jewellery will be worn, the amount of the excess, your claims history and the term of the insurance. The premium also includes statutory charges such as GST and stamp duty.
- **1.3 Cooling Off Period** After this insurance commences or you renew your policy for another Period of Insurance you have 14 days as a "cooling off period". Should you wish, and provided you have not made a claim you can cancel your insurance from the day cover began or was renewed. We will then refund in full any money paid.
- **1.4 Applying for Cover** You must provide all requested information and comply with your Duty of Disclosure as outlined in this document. We will use this information to provide you a quotation. If You decide to accept the terms of the quotation, We will issue You with a Policy Schedule. The Policy Schedule will contain important information relevant to Your Policy including the Period of Insurance, premium, details of Your jewellery, the Excess(s) that will apply and whether any standard terms have been varied by way of endorsement.

We will send You a renewal notice before the Policy expiry date and time shown in the Policy Schedule which will state whether We will offer to renew Your policy and on what terms.

**1.5 What the Policy Insures** – For Your Specified Items anywhere in the world for up to the Sum Insured stated in the Policy Schedule for a loss or damage subject to the terms, conditions and limitations set out in this Policy that occurs during the Policy Period and subject to the payment of the Excess.

What is Covered	Benefits of the insurance are contained within the "Agreement to Insure" sections of the Policy Wording on page 8.
Excess	Your Excess is Your contribution to any covered claim and the amount You are obliged to pay will be stated in Your Policy Schedule and will be deducted from any amount that We must pay to settle the claim under Your Policy.
Additional Benefit	If any part of Your Specified Item is lost or damaged, We will pay up to the Sum Insured to Your nominated Jeweller to Repair Your Specified Item. In no event will payment exceed the Sum Insured. However, if the cost to Repair or Replace Your Specified Item exceeds the amount of the Sum Insured for Your Specified Item, We will pay up to 125% of the amount of the Sum Insured to Repair Your Specified Item, subject to a maximum increase of \$50,000.
	If you have suffered a Total Loss of Your Specified Item that is listed in Your Policy Schedule, We will pay up to the Sum Insured to Your nominated Jeweller to Replace Your Specified Item if it is lost or damaged beyond repair. However, if the cost to Repair or Replace Your Specified Item exceeds the amount of the Sum Insured for Your Specified Item, We will pay up to 125% of the amount of the Sum Insured for Your Specified Item, subject to a maximum increase of \$50,000.
What is not Covered	Exclusions should be read carefully as they tell You what is not covered by the Policy. Exclusions are outlined on page 9 of Your Policy Wording.
Definitions	Some words have special meanings in Your Policy. These special meanings can be found in the "Definitions" section of Your Policy Wording on page 12.



How to Make a Claim	To make a claim under Your Policy read the sections on "General Conditions" on page 9 of Your Policy and "Your Duties After a Loss" contained on page 11 of Your Policy then contact Centrestone on (02)83163995. You must notify Centrestone of any claim within 30 days.
How to Renew Your Policy	Your Sum Insured may be adjusted upon renewal. If we adjust the Sum Insured your premium will be adjusted in the same proportion for example if you Insure a ring for \$5,000 for which You pay an annual premium of \$110.00 and we propose increasing your Sum Insured by 5% to \$5,250, Your premium will increase by 5% to \$115.50.

- **1.6 Subrogation Agreements** Where another person would be liable to compensate You for any loss or Damage otherwise covered by the insurance, but You have agreed with that person either before or after the loss or Damage occurred that You would not seek to recover any monies from that person, the insurer will not cover You under the Policy for such loss or Damage.
- **1.7 Cancellation of Your Policy** You may cancel Your Policy at any time by notifying Us in writing to cancel this Policy. If You cancel the Policy within the Policy term and have not had any claims and can provide a statutory declaration confirming no claims incurred between the inception date and the proposed lapse date, We will refund the proportionate time on risk premium amount, less a 10% administration fee and in addition any administration fee paid when the Policy was incepted or renewed shall be forfeited by You.

When you have elected to pay your premium amount monthly, there shall be no refund of premium, policy fee or administration fee (as shown on your Policy Schedule).

- **1.8 Cancellation of Your Policy by the Insurer** We may cancel Your Policy where permitted by law. The reasons why We may wish to cancel Your Policy include but are not limited to the following circumstances:
  - If you failed to comply with Your Duty of Disclosure and We were disadvantaged in Our accepting a risk which We would not have ordinarily accepted had We known of the circumstances.
  - If You deliberately misrepresented information, or withheld information during the risk assessment, evaluation and offer of insurance, prior to Us accepting and issuing Your Policy.
  - If You have failed to comply with the terms and conditions of the Policy, including any non-payment of premium.
  - If You have made a fraudulent claim under Your Policy or under another contract of insurance which provides cover over the same duration in which Our Policy provides cover.

Should We choose to cancel Your Policy, We will provide You three days notice in writing informing of the cancellation date and detail of the reason for cancellation. We will write to You at the address last notified to Us.

Should we decide to cancel Your Policy, We may elect to deduct a premium amount for time on risk and any taxes, commissions and charges We cannot recover, plus reasonable administration costs, but not exceeding 10% of the initial premium plus any endorsements.

If You have lodged a claim against Your Policy and We have agreed to pay the claim, there will be no return of unused premium to You.

Where Your Policy has been funded by a premium funding company, We will refund the unexpired portion of premium directly to the premium funding company. This is subject to the Policy being claims free.



**1.9 Goods and Services Tax (GST)** – All monetary limits in your policy are inclusive of GST. In the event of a claim, if you are not registered for GST, we will reimburse you the GST component in addition to the amount we pay you. If you are registered for GST, we will not pay you the GST component, you will need to claim the GST component from the Australian Taxation Office. If you are registered for GST, You must advise us of Your correct input tax credit percentage where you are a registered as a business and have an Australian Business Number. You are liable to Us for any GST liability we incur arising from your incorrect advice or inaction.



## 2. Policy Wording

#### 2.1 Agreement To Insure

In return for payment of the premium stated in the Policy Schedule, We will provide insurance for Your Specified Item anywhere in the world unless stated otherwise in the Policy or any exclusion applies for up to the Sum Insured stated in the Policy Schedule for a loss or damage subject to the terms, conditions and limitations set out in this Policy occurring during the Period of Insurance and subject to the Excess of the Policy. It is a condition of this policy that Your Specified Item is owned by You.

#### Payment of a Loss

- **2.1.1 Partial Loss** If any part of Your Specified Item is lost or damaged, We will pay up to the Sum Insured to Repair Your Specified Item. In no event will payment exceed the Sum Insured. However, if the cost to Repair Your Specified Item exceeds the amount of the Sum Insured for Your Specified Item, We will pay up to 125% of the amount of the Sum Insured to Repair Your Specified Item, subject to a maximum increase of \$50,000.
- **2.1.2 Total Loss** If you have suffered a Total Loss of Your Specified Item that is listed in Your Policy Schedule, We will pay up to the Sum Insured to Replace Your Specified Item if it is lost or damaged beyond repair. However, if the cost to Replace Your Specified Item exceeds the amount of the Sum Insured for Your Specified Item, We will pay up to 125% of the amount of the Sum Insured to Replace Your Specified Item, subject to a maximum increase of \$50,000.

Under no circumstances will We provide a cash settlement for a Total Loss or Partial Loss.

Under no circumstances will We pay or compensate You in any way for any reduction in value of Your Specified Item following any authorised repair.

- **2.1.3 Payment for a pair or set** For a covered loss where Your Specified Item is a pair or set, We will Repair or Replace as if there was a Partial Loss.
- **2.1.4 Excess** You must pay the Excess stated on the Policy Schedule on each and every item each time a claim is accepted and before the claim is finalised.
- **2.1.5 Changes to premium** If You have chosen to pay by Direct Debit then the remaining annual premium due to Us will be deducted from the compensation You received from Us.



#### 2.2 Exclusions

- **2.2.1 Cleaning and renovations** We will not cover any loss or damage caused by or arising out of the process of any cleaning, refinishing, dyeing, repairing, alterations, renovating or restoration that You have chosen to have undertaken.
- **2.2.2 Confiscation** We will not cover any loss or damage caused by the destruction, confiscation or seizure of any property by any government or public authority.
- **2.2.3 Cyber Risks –** We will not cover loss, damage, liability or expense directly or indirectly caused by or contributed to by the use or operation, as a means of inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system. It is understood that this exclusion shall not apply to an otherwise covered physical loss directly caused by theft, robbery, burglary, hold-up or other criminal taking.
- **2.2.4 Dishonest or Intentional Acts** We will not cover any loss or damage as a direct or indirect result of an intentional, deliberate, dishonest or criminal act committed by, or at the direction of You or any other Insured Person, however this exclusion shall not apply if an intentional or deliberate act, was committed by You, or at Your direction or by any other Insured Person for the purpose of preventing personal injury or property damage to another party or their belongings.
- **2.2.5 Existing Damage** We will not cover any loss or damage which occurred prior to the Period of Insurance.
- **2.2.6 Gradual Deterioration, Breakdown, Wear and Tear** We will not cover any loss or damage caused by wear and tear, gradual deterioration, warping, shrinkage, rust or other corrosion, wet or dry rot, vermin, rodents, insects, inherent vice, latent defect, mechanical or electrical breakdown that You were aware of at the time this Policy was entered into or could have been reasonably expected to be aware of when this Policy was entered into.
- **2.2.7 Misappropriation** We will not cover Your Specified Item for loss or damage caused by theft or other misappropriation of Your Specified Item <u>by an Insured Person</u>.
- 2.2.8 Mould We will not cover any loss or damage caused by the presence of mould, however caused.
- **2.2.9 Nuclear Hazard, Radioactive, Chemical or Biological Contamination** We will not cover any loss or damage caused directly or indirectly by nuclear hazard, radioactivity or ionizing radioactive contamination from nuclear fuel or nuclear waste arising from nuclear fuel, the radioactive, poisonous, explosive or other dangerous properties of any nuclear equipment or nuclear part of that equipment, or the use of a nuclear, chemical or biological weapon by any cause.
- **2.2.10 War, Terrorism or Similar Risks** We will not cover any loss caused directly or indirectly by war, including the following and any consequence of undeclared war, civil war, insurrection, rebellion or revolution, hostilities, warlike acts by a military force or military personnel, or the destruction, seizure or use of property for military purpose. We do not cover any loss cause directly or indirectly by terrorism or threat of force or violence to a person or group or class of persons, or to property by one or more persons, claiming to be committed to a cause whether political, religious, ideological or similar purposes, including an intention to influence a government, or invoke fear.



#### 2.3 General Terms and Conditions

- **2.3.1 Assignment** Your interest in this policy cannot be assigned.
- **2.3.2 Changes** If We are advised by You of any changes in circumstance which will affect this insurance, We reserve the right to amend any of the terms or conditions of this insurance following at least 30 days notice to You by Us. No change or modification of this Policy shall be effective except when made by written endorsement signed by Us.
- **2.2.3 Economic and Trade Sanctions** We will not provide cover, and will not be liable to pay any claims or provide any benefit to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose Us to any sanction, prohibition or restriction under United Nations resolutions or trade or economic sanctions, laws or regulations of Australia, the European Union, United Kingdom or United States of America.
- **2.2.4 Insurable Interest** We will not pay for any loss if You or an Insured Person has no insurable interest at the time of the loss. We will only pay Your proportion of a valid claim if there are two or more people with an insurable interest including You.
- **2.2.5 Interpretation** Heading and notes are for information purposes only and are not to be construed as part of this insurance. In the Policy some words (whether expressed in the singular or plural) have a special meaning as set out below and will appear in bold capitals.
- **2.2.6 Law** Any interpretation of this Policy or issue relating to its construction, validity or operation shall be made in accordance with the laws of the state of New South Wales in the Commonwealth of Australia and the parties submit to the exclusive jurisdiction of the courts of New South Wales.
- **2.2.7 Maintenance**: You must maintain Your Specified Item in a good state of repair and You must repair any Partial Loss or damage to Your Specified Item. Any Specified Item that contains set precious stones with a Sum Insured greater than \$15,000 must be maintained at Your expense not less than once every three years by a JAA registered jeweller or a jeweller approved by Us. We reserve the right to request written confirmation of previous maintenance from the relevant jeweller upon a claim being made under this Policy.
- **2.2.8 Notices** All notices to be given to Us may be given to Centrestone. Notice given by Us may be given by Centrestone. You should promptly notify Centrestone of a change of your address.
- **2.2.9 Other Insurances** If You are entitled to indemnity under any other insurance policy, You must when making a claim under this Policy provide Us with the details of that insurance policy including the name of the insurer and the policy number.
- **2.2.10 Policy Period** The effective dates of Your Policy are shown in the Policy Schedule and apply only to Occurrences that take place while this Policy is in force. Those dates begin and end at 00:01 standard time at the mailing address shown in the Policy Schedule.
- **2.2.11 Premium Payment** If You have chosen to pay by monthly Direct Debit and the Direct Debit premium payment is cancelled or unsuccessful at any given time, no benefits shall be due whatsoever. If You have chosen to make an annual payment and the premium payment is cancelled or unsuccessful no benefits shall be due whatsoever. We will inform You that payment has not been collected and cancel Your policy if payment is still not received within 14 days. If any monthly premium instalment remains unpaid for more than 14 days, any claim you make may not be paid. If your premium remains unpaid for more than 30 days, we may cancel your policy without notification. If you change your bank account or credit card details you must contact us and tell us the new details.



**2.2.12 Proof of Ownership/Purchase -** You must provide Us with any and all documentation that are necessary to prove Your legal ownership or legal responsibility for Your Specified Item and proof of its value at the time You purchased this Policy.

The documents that You will be required to provide include:

- 1. A tax invoice and/or receipt for Your Specified Item, and
- 2. A photograph of Your Specified Item, and
- 3. A statutory declaration verifying the details of Your ownership of Your Specified Item
- **2.2.13 Reasonable care –** You must take Reasonable Care to protect Your Specified Item from loss or damage.
- **2.2.14 Recovery and Salvage** In the event of any payment under this Policy, We shall be subrogated to the extent of such payment to all of Your or an Insured Person's rights of recovery in respect of the payment. You or an Insured Person (as required) shall execute all papers required and shall do everything necessary to secure any rights, including the execution of any documents necessary to enable Us effectively to bring a suit in the name of You or an Insured Person whether such acts shall be or become necessary before or after payment by Us. When Your Specified Item is replaced by Us, the lost or damaged Specified Item becomes Our property.
- **2.2.15 Renewal –** We may offer to continue this Policy for renewal periods, at the premiums and under the Policy conditions in effect at the date of renewal. We can do this by mailing and/or emailing You a Policy Schedule and tax invoice for the premium along with any changes in the Policy conditions or the Sum Insured. If an offer to renew the Policy is provided by Us to You, should We not receive notice from You of an intention to lapse the Policy, We will renew the Policy and transact payment using the same payment method as You have previously advised to Us and You authorise Us to transact payment on these terms.

Should We not wish to provide renewal of this Policy, We will advise the person named on Your Policy Schedule within 10 business days of the expiry of this Policy of Our intention not to renew Your Policy.

At renewal We may adjust the Sum Insured according to an appropriate index. This is designed to ensure that in the event of an Occurrence, the compensation You receive from Us is as close as practicable to that which is required for replacement of Your Specific Item(s). If We adjust Your Sum Insured, We will also adjust Your premium in the same proportion. For example, if You insure a ring for \$5,000 for which You pay a premium of \$110.00 and We propose to increase Your Sum Insured by 5% to \$5,250, the premium You pay would also increase by 5% to \$115.50.

**2.2.16 Sum Insured Adequacy –** You must keep the Sum Insured for Your Specified Item at the current Market Value.



#### 2.4 Your Duties After a Loss

- **2.4.1 Claims Conditions** In the event of an Occurrence which is likely to involve this Policy, You or an Insured Person (where applicable) must comply with the below claims conditions.
- **2.4.2 Payment of Premium** You must have made full payment of the premium as noted on the Policy Schedule and this premium must have been received by Berkley. If you are paying your premium monthly and have made a claim for Total Loss, the balance of the uncollected yearly premium must be paid along with the Excess before a claim can be processed.
- **2.4.3 Ownership** You must be able to prove you are the owner of Your Specified Item.
- **2.4.4 Notification** You must notify Centrestone within 30 days of the Occurrence. In the case of theft or malicious damage to Your Specified Item, you must also promptly report the Occurrence to the Police and provide the Police report number to Berkley.
- **2.4.5 Co-operation** You must provide Centrestone with all documents, information and assistance it requires to be able to process the claim. You must also take reasonable action to minimise the damage. Damaged Specified Items and parts must be kept and made available to Berkley on request.
- **2.4.6 Effect of cancellation notice** A claim may not be made for an Occurrence to Your Specified Item that occurs after you give notice of cancellation of this insurance.
- **2.4.7 Delivery to repairer** Damaged Specified Items must be promptly delivered to the agreed repairer nominated by Centrestone. Details of the supplier and their address will be provided by Centrestone in the event of a claim under this policy.
- **2.4.8 Exclusions** The specific Exclusions that apply to this Policy appear at page 9 and further you must not have breached any of the terms and conditions of this Policy.
- **2.4.9 Use of Specified Item** Your Specified Item must be used and maintained according to JAA jewellers' recommendations.



#### 2.5 Definitions

Accident or Accidental means an unexpected event that occurs suddenly in time.

**Centrestone** shall mean Centrestone Insurance Pty Ltd (ABN 28 610 253 891) as provided of Centrestone Jewellery Insurance.

**Enable** shall mean Enable Underwriting Pty Ltd (ABN 81 610 250 425) the issuer of Centrestone Jewellery Insurance as agent of Berkley Insurance Company (ABN 53 126 559 706) trading as Berkley Insurance Australia

**Endorsement** means a term which We have added to Your Policy and is shown in Your Policy Schedule that alters Your Policy's scope or application and which may limit Your cover or increase Your cover.

**Excess** means the amount specified in Your Policy Schedule and shall be the amount You are required to pay before the claim is finalised in relation to any claim.

**Family Member** means any person residing with You who is your relative; under 23 years of age and in Your care; or under 23 and in the care of a relative residing with You.

**GST** means Goods and Services Tax imposed under A New Tax System (Goods and Services Tax) Act 1999 (Cth).

*Input Tax Credit* has the same meaning given in the *A New Tax System (Goods and Services) Act* 1999 (Cth).

**Insured** means person(s) or entity named in Your Policy Schedule.

**Insured Person** means You or a Family Member or any additional person named in Your Policy Schedule.

**Market Value** means the amount for which Your Specified Item could reasonably be expected to be replaced immediately prior to the time of loss or damage with one substantially identical.

**Occurrences** means a Loss or an Accident or a series of Losses or Accidents or Theft(s) arising out of the one event which occur/s wholly during the Period of Insurance.

Partial Loss means damage to or loss of a part of Your Specified Item.

**Period of Insurance** shall mean the period shown in Your Policy Schedule.

**Policy** means the combination of this document, Your application form, Policy Schedule, Endorsements and any other information We have considered in providing You with this offer of insurance in writing.

**Policy Schedule** means the document titled Policy Schedule that relates to this insurance containing details of Your Specified Item under Your Policy and any Endorsements to Your Policy and is identified by use of the corresponding Policy number.

**Reasonable Care** shall mean the reasonable measures We expect You to take to keep Your Specified Item safe from loss or damage.

**Repair** means the repair of Your Specified Item by a mutually agreed jeweller, to a condition having similar appearance and specifications to Your Specified Item prior to its damage.

**Replace** means the replacement of Your Specified Item by a mutually agreed jeweller, which may be a new recreated item, similar in appearance and specifications to Your Specified Item being replaced prior to the damage, theft or loss of Your Specified Item.

**Specified** Item shall mean the item(s) insured by Us and purchased by You as detailed in Your Policy Schedule.



**Sum Insured** shall mean the most We will pay for Your Specified Item as shown in Your Policy Schedule.

**Total Loss** means Your Specified Item has been damaged beyond economical repair or has been subject to theft or loss.

*We, Us, Our* shall mean Berkley Insurance Company (trading as Berkley Insurance Australia) ABN 53 126 559 706.

**You, Your** shall mean the person who owns the Specified Item and that person is named in the Policy Schedule and shall include their legal or de facto spouse who lives with that person to whom You have given the Specified Item named in the Policy Schedule to as a gift provided they are an immediate family member ordinarily residing with that person.



### 3. Financial Services Guide

This Financial Services Guide (FSG) is issued by Centrestone Insurance Pty Ltd ABN 28 610 253 891 a Corporate Authorised Representative of Enrizen Pty Ltd and Australian Financial Services Licence Holder (AFSL 403 905).

- 3.1 Purpose of FSG The FSG is designed to help you decide whether to obtain the financial services we provide and explains the product and services we can offer you, how we and others are remunerated for the services offered to you and our complaint handling procedures.
- 3.2 Services offered We can provide you with factual information and general advice about jewellery insurance and can arrange through Enable Underwriting Pty Ltd as agent of Berkley Insurance Company an insurance policy that will provide cover for your jewellery. Alternatively, you can obtain insurance from an insurance company of your choice.

When providing general and factual advice about jewellery insurance, we have not taken into account your personal circumstances, needs or objectives. You should consider the advice in light of your personal circumstances and/or seek independent professional advice from a qualified adviser.

3.3 Important relationships - Enable Underwriting Pty Ltd (Enable) has a binding authority from the Insurer, Berkley Insurance Company trading as Berkley Insurance Australia ("Berkley") to provide jewellery insurance. Enable has authorised (and Berkley has approved authorisation) for Centrestone Insurance Pty Ltd (Centrestone) to distribute jewellery insurance. Under this authority Berkley has appointed Enable as its agent, on terms that an insured who deals with Enable via Centrestone in relation to this insurance will have the same legal protection as if the insured has dealt directly with Berkley. Any jewellery insurance arranged by you will be provided under a policy issued by Berkley. Berkley is authorised to carry on insurance business under the Insurance Act 1973 (Cth) and is an Australian Prudential Regulation Authority (APRA) regulated Insurer.

#### **Enable Underwriting Pty Ltd**

ABN 81 610 250 425 is a Corporate Authorised Representative of Enrizen Pty Ltd AFSL 403 905

Level 11, 52 Phillip St, Sydney NSW 2000 Web: www.enableunderwriting.com.au Email: info@enableunderwriting.com.au Ph: (02) 8316 3994 | Fax: (02) 8316 3999

ABN 53 126 559 706 AFSL 463 129 Level 23, 31 Market St, Sydney NSW 2000

**Berkley Insurance Company** 

Web: www.berkleyinaus.com.au Ph: (02) 9275 8500

#### **Centrestone Insurance Pty Ltd**

ABN 28 610 253 891 is a Corporate Authorised Representative of Enrizen Pty Ltd AFSL 403 905

Level 11, 52 Phillip St, Sydney NSW 2000

Web: www.centrestone.com.au Email: contact@centrestone.com.au Ph: (02) 8316 3995 | Fax: (02) 8316 3999

3.4 How We are paid - Enable and Centrestone receive a commission based on the total insurance premium and may receive a profit share from Berkley. In addition, Enable and Centrestone may charge an administration fee. These amounts are to cover product development, marketing, arranging insurance and managing claims.



#### **Distribution Partners**

Centrestone may provide a marketing fee to distribution partners. This marketing fee is to cover the costs and administration involved in distributing the Centrestone Jewellery Insurance.

**3.5 Privacy statement** – Centrestone and our service providers seek at all times to comply with the *Privacy Act 1988* (Cth) and the Australia Privacy Principles (APP) therein. If Centrestone discloses personal information to You for any reason You must also act in accordance with and comply with the terms of the *Privacy Act 1988* (Cth) and the APP. Centrestone's Privacy Policy statement can be found on our website at www.centrestoneinsurance.com.au

The Privacy Policy contains information on how You may access Your personal information held by Centrestone and how to seek correction of such information. It also provides information on how You can make a complaint against Centrestone for a breach of the APP, or registered APP code(s), if any, that binds Centrestone. If Centrestone through a service provider sends your personal information to any recipient overseas, Centrestone requires that the recipient subscribes to the same Privacy Policy as Centrestone. Centrestone may retain your personal information to enable it to provide or assess insurance and pay claims. You consent to us providing your personal information to our third party providers who may be external valuers or appraisers, loss adjusters or investigators, professional advisers, related body corporates as defined in the *Corporations Act 2001* (Cth) and other organisations that provide services to us including Berkley for these purposes or for other financial services.

**3.6 Complaints and disputes about Our services** – We will do everything possible to provide a quality service at all times. If there are any concerns or complaints about any financial product or service provided by Centrestone, our staff are always available to listen and help where they can. If, after talking to a staff member, the complaint remains unresolved, it can be taken further upon request in writing or verbally.

You can contact us:

By phone: 02 8316 3995

In writing: Centrestone Insurance

GPO Box 225, Sydney NSW 2001

By email: <a href="mailto:contact@centrestone.com.au">contact@centrestone.com.au</a>

When we receive your complaint, we will consider all the facts and circumstances and contact you within five business days of receiving your complaint. If, the complaint remains unresolved it can be referred (in writing) and reviewed by our internal Dispute Resolution (IDR) process, which is free of charge. This process will involve a further review of your complaint. We will advise you of our final decision within 15 consecutive business days of commencing our IDR process, subject to all necessary information being provided. In the event we require additional information for our assessment or investigation of your complaint, we will contact you and agree with you on a timeframe to resolve the matter.

After 45 days you may take your complaint to the Australian Financial Complaints Authority (AFCA) even if it is still being considered by us. Contact details for AFCA are set out below.

If you are not satisfied with our final IDR decision you may be able to access the services of AFCA, subject to eligibility. This is a free service to you. Decisions made by the AFCA are binding on us, provided you accept the decision. If you do not accept the decision of the AFCA you have the option of seeking other remedies.

The services of the AFCA are available to customers who fall within their terms of reference. They will advise if they can be of assistance to you.



#### You can contact AFCA:

By phone: 1800 931 678
By email: info@afca.org.au
By visiting: www.afca.org.au

In writing: Australian Financial Complaints Authority

GPO Box 3, Melbourne VIC 3001