



**KEYSTONE**

**Private Collectibles and  
Valuables Insurance  
Product Disclosure Statement  
and Policy Wording**

**Preparation Date: 1 April 2021**

**Keystone Underwriting Pty Ltd**

Phone: 1300 946 530

Email: [contact@ksua.com.au](mailto:contact@ksua.com.au) Website: [www.keystoneunderwriting.com.au](http://www.keystoneunderwriting.com.au)

**This Product Disclosure Statement (PDS) contains two parts:**

- **Important Information – contains general information about the Private Collectibles and Valuables Insurance Policy; and**
- **The Private Collectibles and Valuables Insurance – contains terms and conditions of the insurance policy.**

**Please read this PDS before applying for insurance.**

**If Keystone accepts your application for insurance, you will receive a Schedule that sets out details of the insurance you have taken out.**

**If you need more information about this PDS or your policy, please contact your insurance adviser.**

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## Important Information

This Policy is issued by:

Keystone Underwriting Pty Ltd ABN 78 601 944 764 (Keystone)

Keystone Underwriting Pty Ltd is a Corporate Authorised Representative (No. 000468712) of:

Keystone Underwriting Australia Pty Ltd ABN 59 634 715 674 AFS License No: 518244

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### Who is the Insurer?

Certain Underwriters at Lloyd's ("Underwriters") will be providing the financial service. Keystone is authorised to quote, bind and issue Certificates of Insurance under a Binding Authority Agreement (Binder) granted to Keystone by those Underwriters. Keystone will provide details of the syndicate numbers and the proportions underwritten by them on request.

### General Insurance Code of Practice

Lloyd's supports the General Insurance Code of Practice and its purpose of raising the standards of practice and service in the general insurance industry.

### What is the Product Disclosure Statement?

The Product Disclosure Statement (PDS) contains information about this Policy including the benefits and conditions, information needed to assist in making an informed decision when choosing insurance, and the rights provided to the person once covered by the insurance. In this PDS:

- (a) Keystone means Keystone Underwriting Australia Pty Ltd.
- (b) Insured means the person that will be named in the Schedule as the Insured. The type of cover chosen will be set out on this Policy's Schedule.

### Updating the PDS

Information in this PDS may need to be updated from time to time. A copy of any updated information can be obtained without charge by contacting Keystone on the details provided in this Policy. Keystone will provide the Insured with a new PDS or a supplementary PDS if the update is to correct a misleading or deceptive statement or an omission that is materially adverse from the point of view of a reasonable person deciding whether to acquire this Policy.

### What makes up the Insurance Contract?

This contract of insurance is made up of the Schedule, this Policy and any Endorsements that Keystone issues when an application is accepted, or an existing Policy is renewed or amended.

### Significant Features, Benefits and Exclusions

This Policy provides many significant features and benefits, subject to Conditions and Exclusions. Exclusions apply to this Policy and all of them are important. It is important that this Policy is read carefully to be aware of and understand the extent of cover that it offers. It will give full details of the Exclusions.

### Significant Risks

The Insured should make sure that the sum insured and the limits to be purchased will be sufficient. All the terms and conditions contained in this Policy need to be understood.

### Doctrine of Utmost Good Faith

Every insurance contract is subject to this doctrine which requires the parties to the contract to act toward each other with the utmost good faith. Failure to do so may prejudice any claims and/or the continuation of the insurance contract.

### The Insured's Duty to Not Make a Misrepresentation - (this applies to consumer insurance contracts only)

The Insured has a duty under the Insurance Contracts Act 1984 (ICA) to take reasonable care not to make a misrepresentation to Keystone (the Insured's duty). The Insured's duty applies only in respect of a policy that is a consumer insurance contract, which is a term defined in the ICA.

The Insured's duty applies before the Insured enters the policy, and before the Insured renews, extends, varies, or reinstates the policy.

The Insured may be asked questions, answers to which Keystone will use to decide whether to insure the Insured and anyone else to be insured under the policy, and on what terms. The Insured's answers to the questions must be truthful, accurate and complete to ensure the Insured meets the Insured's duty.

### If the Insured does not meet the Insured's Duty

Keystone may:

- be able to cancel the Insured's contract, or
- reduce the amount to be paid to the Insured if the Insured makes a claim, or
- both the above.

Keystone may be able to refuse to pay a claim and treat the contract as if it never existed if the Insured's failure is fraudulent.

### Change of Circumstances

The terms and conditions of this Policy will be based on information the Insured provided to Keystone. It is essential Keystone are advised of any material change that occurs to this information prior to the inception of this Policy. Failure to do so by the Insured may prejudice any subsequent claims under the Policy and/or jeopardise the continuation of the insurance contract.

## Buying Insurance

Set out below are important matters that apply to the initial enquiry, buying of insurance, and renewal of cover. Defined terms are the same as in the Policy.

### Keystone's Agreement with the Insured

Keystone will cover the Insured's Artwork and Collectibles and/or Jewellery and Valuables for the Perils Insured.

Please note that the Insured also has the option to buy cover for transit, storage in a vault or exhibition.

Cover will be given on the basis:

- (a) that the Insured have paid or agreed to pay Keystone the premium for the cover selected when the Insured applied for cover and which the current Schedule indicates is in force; and
- (b) of the verbal and/or written information provided by the Insured which was given after having been advised of the Duty of Disclosure either verbally or in writing. Keystone may be entitled to reduce liability under this Policy in respect of a claim or Keystone may cancel the Policy if the Insured failed to comply with the Duty of Disclosure. Keystone also have the option of voiding this Policy from the effective date stated in the Schedule if the Insured has told Keystone something which is fraudulent. Keystone have provided a full explanation of the Duty of Disclosure and the consequences of Non-Disclosure on page 3.

### Exclusions

Keystone will not pay benefits arising from certain causes. These are fully explained in this Policy, but are as follows:

- (a) atmospheric effects; or
- (b) classic / unique cars; or
- (c) cleaning, repairs, restoration and alterations; or
- (d) confiscation; or
- (e) consequential loss; or
- (f) criminal acts; or
- (g) cyber attack; or
- (h) electrical or mechanical breakdown; or
- (i) inherent defect; or
- (j) intentional acts; or
- (k) inventory; or
- (l) misappropriation; or
- (m) mysterious disappearance or unexplained loss; or
- (n) protections maintenance; or
- (o) radioactivity; or
- (p) stillage; or
- (q) terrorism; or
- (r) theft from unattended vehicles; or
- (s) war
- (t) wear and tear; or
- (u) weapons; or
- (v) wine or spirits.

Keystone will not make any payments that would be in contravention of any sanction, prohibition or restriction.

### Information that Keystone ask

Keystone will only ask for and consider relevant information when assessing the Insured's application for cover.

### Assessing Applications

The Insured will have access to information that Keystone has relied on in assessing their application and an opportunity to correct any mistakes or inaccuracies. Keystone may decline to release information in special circumstances, but will not do so

unreasonably. Keystone will give reasons in these circumstances, and the Insured will have the right to request Keystone to review the decision through Keystone's complaints handling procedures. Keystone will provide reasons in writing upon request.

### Mistakes

Keystone will immediately initiate action to correct an error or mistake in assessing the Insured's application for cover where it is identified.

### Misrepresentation

Keystone's sales process will be conducted in a fair, honest and transparent manner.

### Declining Cover

If Keystone cannot provide insurance cover, Keystone will:

- (a) give reasons; and
- (b) refer the entity/person seeking insurance to another insurer, ACFA or NIBA, for information about alternative insurance options (unless they already have someone acting on their behalf).

Keystone will make available information about Keystone's complaints handling procedures if the entity/person is unhappy with Keystone's decision.

### Policy Information

Information about Keystone's policy wordings will be available when the Insured buys insurance from Keystone as well as on request. They will also be available on Keystone's website at [www.keystoneunderwriting.com.au](http://www.keystoneunderwriting.com.au).

### Subrogation

The Insured may prejudice their rights regarding a claim if, without prior approval from Keystone, the Insured makes an agreement with a third party that would prevent Keystone from recovering any applicable loss (in whole or in part) from that, or another party.

This Policy contains provisions that have the effect of excluding or limiting Keystone's liability for a claim under this Policy if you have entered into any agreement that excludes, limits or delays the Insured's right to recover damages from another party in respect of such claim.

### Cost of Policy

The cost of this Policy is made up of premium plus any applicable policy fees, government taxes and charges. Keystone may cancel this Policy if the Insured fails to pay the total premium due.

### Deductibles

The Insured may be required to pay a deductible or excess if a claim is made under this Policy. Details of applicable deductibles or excess are provided in the Schedule. This Policy sets out the terms relating to the payment of deductibles or excesses.

### Taxation

All taxes and charges are shown as separate items (e.g. fire and emergency services levy, stamp duty depending upon location and GST).

### Cooling-off Period

The Insured has the right to cancel this Policy with Keystone within 14 days of the date that the Policy inception, unless a claim is made. Keystone will refund the full amount of the premium less any duties or taxes payable if this cancellation occurs during the cooling-off period. This Policy will be terminated from the date Keystone receive the request to cancel.

#### **Making a Claim**

Benefits are payable if the Insured suffers a loss that is covered under this Policy during the Period of Insurance, except if an Exclusion or Condition applies. The Insured must immediately notify Keystone or their insurance adviser if there is a loss under this Policy.

Keystone may at any time after a claim has been lodged conduct enquiries into the circumstances of the claim.

This will be at Keystone's expense.

Any payments under this Policy will be to the Insured or, in the event of the Insured's death, the Insured's legal representative.

#### **Advisers' Remuneration**

Keystone pay remuneration to insurance advisers when Keystone issue, renew or vary a Policy that the adviser has arranged or referred to Keystone. The type and amount of remuneration varies and may include commission and other payments. The Insured should ask their advisers if more information about remuneration Keystone may pay them is required.

#### **Renewal Procedure**

Keystone will normally offer renewal by sending a renewal invitation advising the amount payable to renew this Policy before this Policy expires. It is important that the Insured check the information shown before renewing each year to be satisfied that the details are correct.

#### **Cancelling the Policy Before the Due Date**

The Insured may cancel this Policy at any time by notifying us in writing, detailing the date that the cancellation will take effect. Keystone will refund any unearned premium to the Insured or their insurance adviser within 15 working days after the date of cancellation. Unearned premium will be computed pro rata for the unexpired term of this Policy, unless agreed in advance through the insurance adviser and set out in this Policy.

#### **Privacy**

Keystone are committed to safeguarding and protecting the Insured's privacy. Keystone is bound by the provisions of the *Privacy Act 1988* which sets out the standards to meet in the collection, use and disclosure of personal information.

The Act defines "personal information" as "information or an opinion about an individual whose identity is apparent or can reasonably be ascertained from the information or opinion".

#### **Purpose of Collection**

Keystone will only use personal information the Insured provides to quote on and insure risks and matters incidental thereto, including investigating and managing claims.

It may be necessary for Keystone to provide the Insured's personal information to others, such as other insurers or reinsurers, claims investigators, lawyers and other professionals, and government bodies. Keystone will not under any circumstances trade, rent or sell the information.

Keystone cannot properly quote insurance and cannot insure the Insured if they do not provide Keystone with complete, accurate and up-to-date information. If the Insured provide Keystone with personal information about anyone else, Keystone will rely on the Insured to have told them that their information will be provided to Keystone, to whom Keystone may provide it, the purposes for which Keystone will use it and that they can access it. Keystone relies on the Insured to have obtained their consent on these matters if the information is sensitive.

#### **Access to Information**

The Insured can check the personal information Keystone holds about them at any time. Requests for access can be made in writing to:

The Privacy Officer  
Keystone Underwriting Australia Pty Ltd  
17/296 Bay Road  
Cheltenham, VIC 3192

Keystone will keep the Insured informed of any delays in responding to the Insured's request throughout the process.

## General Insurance Code of Practice

The Insurance Council of Australia Limited has developed the General Insurance Code of Practice ("the Code"), which is a voluntary self-regulatory code. The Code aims to raise the standards of practice and service in the insurance industry.

Lloyd's has adopted the Code on terms agreed with the Insurance Council of Australia. For further information on the Code please visit [www.codeofpractice.com.au](http://www.codeofpractice.com.au).

The Code Governance Committee (CGC) is an independent body that monitors and enforces insurers' compliance with the Code. For more information on the Code Governance Committee (CGC) go to [www.insurancecode.org.au](http://www.insurancecode.org.au).

## Complaints and Disputes

If you have any concerns or wish to make a complaint in relation to this policy, our services or your insurance claim, please let us know and we will attempt to resolve your concerns in accordance with our Internal Dispute Resolution procedure. Please contact Keystone Underwriting Australia Pty Ltd in the first instance:

The Complaints Officer  
Keystone Underwriting Australia Pty Ltd  
17/296 Bay Road  
Cheltenham, VIC 3192  
Phone: 1300 946 530  
Email: [complaints@ksua.com.au](mailto:complaints@ksua.com.au)

We will acknowledge receipt of your complaint and do our utmost to resolve the complaint to your satisfaction within 10 business days.

If we cannot resolve your complaint to your satisfaction, we will escalate your matter to Lloyd's Australia who will determine whether it will be reviewed by their office or the Lloyd's UK Complaints team. Lloyd's contact details are:

Lloyd's Australia Limited  
Email: [jdaustralia@lloyds.com](mailto:jdaustralia@lloyds.com)  
Telephone: (02) 8298 0783  
Post: Suite 1603 Level 16, 1 Macquarie Place, Sydney NSW 2000

A final decision will be provided to you within 30 calendar days of the date on which you first made the complaint unless certain exceptions apply.

You may refer your complaint to the Australian Financial Complaints Authority (AFCA), if your complaint is not resolved to your satisfaction within 30 calendar days of the date on which you first made the complaint or at any time. AFCA can be contacted as follows:

Telephone: 1800 931 678  
Email: [info@afca.org.au](mailto:info@afca.org.au)  
Post: GPO Box 3 Melbourne VIC 3001  
Website: [www.afca.org.au](http://www.afca.org.au)

Your complaint must be referred to AFCA within 2 years of the final decision, unless AFCA considers special circumstances apply. If your complaint is not eligible for consideration by AFCA, you may be referred to the Financial Ombudsman Service (UK) or you can seek independent legal advice. You can also access any other external dispute resolution or other options that may be available to you.

The Underwriters accepting this Insurance agree that:

- (i) if a dispute arises under this Insurance, this Insurance will be subject to Australian law and practice and the Underwriters will submit to the jurisdiction of any competent Court in the Commonwealth of Australia;
- (ii) any summons notice or process to be served upon the Underwriters may be served upon:  
*Lloyd's Underwriters' General Representative in Australia*  
*Suite 1603*  
*Level 16*  
*1 Macquarie Place*  
*Sydney NSW 2000*  
who has authority to accept service on the Underwriters' behalf;
- (iii) if a suit is instituted against any of the Underwriters, all Underwriters participating in this Insurance will abide by the final decision of such Court or any competent Appellate Court.

In the event of a claim arising under this Insurance immediate notice should be given to:

Claims Department - Keystone Underwriting Australia Pty Ltd  
Telephone: 1300 946 530  
Email: [claims@ksua.com.au](mailto:claims@ksua.com.au)

## Wording

The **Insured** and **Keystone** agree that **Keystone** will provide insurance in accordance with the terms of this **Policy** upon payment of the **Premium** as shown in the **Schedule**, and upon submission by the **Insured** of the **Proposal**, the contents on which **Keystone** will rely.

### 1. Definitions

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- 1.1 Artwork and Collectibles** means fine arts and objets d'art, silverware, tableware, glassware, porcelain, ceramics, pottery, china, sculpture, furniture, books, stamps, wine and spirits, antiques and collectibles of whatsoever nature as per the Schedule of Artworks and Collectibles and/or as provided to **Keystone**.
- 1.2 Endorsement** means any document which is described as an endorsement to this **Policy** and intends to vary it.
- 1.3 Excess** means the amount specified in the **Schedule** for the type of cover specified.
- 1.4 Fire and Extended Perils** means physical loss or damage by fire, lightning, explosion, impact of aircraft or other devices or articles dropped therefrom, storm, tempest, **Flood**, water damage, earthquake, riots, strikes, civil commotions and malicious damage, sprinkler leakage, smoke, rainwater and fire extinguishment costs.
- 1.5 Flood** means the covering of normally dry land by water that has escaped or been released from the normal confines of any of the following:
- 1.5.1** a lake (whether it has been altered or modified); or
  - 1.5.2** a river (whether it has been altered or modified); or
  - 1.5.3** a creek (whether it has been altered or modified); or
  - 1.5.4** another natural watercourse (whether it has been altered or modified); or
  - 1.5.5** a reservoir; or
  - 1.5.6** a canal; or
  - 1.5.7** a dam.
- 1.6 Insured** the person or entity named as the insured in the **Schedule** and includes a temporary borrower or custodian (but not bailees, packers, shippers or carriers) of the **Items** but only as respects coverage afforded to such **Items**.
- 1.7 Item(s)** means **Artwork and Collectibles** or **Jewellery and Valuables**.
- 1.8 Jewellery and Valuables** means jewellery, watches, coins, banknotes, currency, bullion and precious metals, diamonds and precious stones and other valuables as per the Schedule of Jewellery and/or Valuables and/or as provided to **Keystone**.
- 1.9 Keystone** means Keystone Underwriting Pty Ltd ABN 78 601 944 763 as Corporate Authorised Representative (No. 000468712) of Keystone Underwriting Australia Pty Ltd ABN 59 634 715 674 AFSL 518224 which is acting on behalf of **Underwriters**.
- 1.10 Perils Insured** means **Perils Insured A** and/or **Perils Insured B**.
- 1.11 Perils Insured A** means all risks of physical loss or damage (including accidental loss or damage and theft) but excluding **Fire and Extended Perils**.
- 1.12 Perils Insured B** means **Fire and Extended Perils**.
- 1.13 Period of Insurance** means the period specified in the **Schedule**, unless terminated earlier.
- 1.14 Policy** means the **Schedule**, the terms of this document and any **Endorsement**.
- 1.15 Premium** means the amount specified in the **Schedule**.



- 1.16 Proposal** means the written proposal or declaration made by the **Insured** to **Keystone** containing particulars and statements together with other information provided by the **Insured**.
- 1.17 Schedule** means the current schedule issued by **Keystone** to the **Insured**.
- 1.18 Terrorism** means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear.
- 1.19 Total Loss** means the **Item** is lost, totally destroyed or beyond economic repair.
- 1.20 Underwriters** means certain Underwriters at Lloyd's participating in this contract of insurance.

## **2. Basis of Settlement**

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- 2.1** The basis of settlement for an **Item**:
- 2.1.1** individually listed with a value in the **Schedule**, is that value, less the applicable **Excess**. **Keystone** will not be liable for more than the agreed value;
- 2.1.2** not listed with a value in the **Schedule** is the market value (determined by **Keystone** acting responsibly) immediately prior to the loss, less the applicable **Excess**.
- 2.2** **Keystone** will pay the cost to restore an **Item** to its condition just before any loss or damage if the **Item** is partially lost or damaged, plus any resulting depreciation in value, less the applicable **Excess**.
- 2.3** The **Insured** may pay additional repair costs or at **Keystone's** discretion, **Keystone** will treat the **Item** as a **Total Loss** if the cost to repair the **Item** is more than the value for that **Item**.
- 2.4** **Keystone** agree to pay the **Insured**, at the option of the **Insured**, the full amount of the value of a pair or set less the applicable **Excess**, if there is a **Total Loss** of any **Item** or **Items** which are part of a pair or set. The **Insured** agrees, if such option is elected, to surrender the remaining article or articles of the pair or set to **Keystone**. **Keystone** will not pay more than the applicable value for the pair or set.
- 2.5** In no event will **Keystone** be liable for more than the Sum Insured shown in the **Schedule**.
- 2.6** **Keystone** will not be liable beyond the fair market value of a newly acquired **Item** at the time any loss or damage occurs, less the applicable **Excess**.
- 2.7** If the **Insured** and **Keystone** fail to agree as to the amount of value of, or loss to, an **Item**:
- 2.7.1** each shall, on the written demand of either, made within 60 days after receipt of proof of loss by **Keystone**, select a competent and disinterested appraiser; and
- 2.7.2** the appraisal shall be made at a reasonable time and place; and
- 2.7.3** the appraisers shall first select a competent and disinterested umpire, and failing for fifteen (15) days to agree upon such umpire, then on the request of the **Insured** or **Keystone**, such umpire shall be selected by a judge of a court of record in the state or other jurisdiction in which such appraisal is pending; and
- 2.7.4** the appraisers shall then appraise the loss, stating separately the current market value at the time of loss (if applicable) and the amount of loss, and failing to agree shall submit their difference to the umpire; and
- 2.7.5** the umpire shall make a decision on the market value if there is a failure to agree in accordance with 2.7.4; and
- 2.7.6** the **Insured** and **Keystone** shall each pay their own costs, and those of its chosen appraiser and shall bear equally the other expenses of the umpire; and
- 2.7.7** **Keystone** shall not be held to have waived any of its rights by any act relating to the appraisal.



- 2.8 **Keystone** will become the full owners and reserve the right to take possession of any **Item**, pair or set following payment of the full amount insured for any **Item**, pair or set.

### 3. Acquisitions and Deletions

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- 3.1 The acquisition of a new **Item** is automatically covered up to a percentage allowance specified in the **Schedule** for a period of sixty (60) days subject to the **Insured** paying an additional premium if required by **Keystone**.
- 3.2 **Keystone** may offer to extend cover for an acquired **Item** if the value of the **Item** is more than the percentage allowance specified subject to:
- 3.2.1 **Keystone** receiving written notice of any such acquisition together with such additional information as **Keystone** may require so that **Keystone** can exercise its discretion whether to extend the cover; and
- 3.2.2 the **Insured** accepting any notified alteration in the terms of this **Policy**; and
- 3.2.3 the **Insured** paying any additional premium required by **Keystone**.

### 4. Cover 1 – Artworks and Collectibles

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*Cover 1 – Artwork and Collectibles* only forms part of this **Policy** when specified as Covered in the **Schedule** and is limited to the **Period of Insurance** indicated.

#### Artworks and Collectibles Insuring Clause

**Artworks and Collectibles** are covered against the specified **Perils Insured** occurring during the **Period of Insurance** at the Situation stated in the **Schedule**.

### 5. Cover 2 – Jewellery and Valuables

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*Cover 2 – Jewellery and Valuables* only forms part of this **Policy** when specified as Covered in the **Schedule** and is limited to the **Period of Insurance** indicated.

#### Jewellery and Valuables Insuring Clause

**Jewellery and Valuables** are covered against the specified **Perils Insured** occurring during the **Period of Insurance** at the Situation and within the Geographical Limits stated in the **Schedule** subject to any applicable Sub-Limit.

### 6. Cover 3 – Transit

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*Cover 3 – Transit* only forms part of this **Policy** when specified as Covered in the **Schedule** and is limited to the **Period of Insurance** indicated.

#### Transit Insuring Clause

**Item(s)** are covered against the specified **Perils Insured** occurring during the **Period of Insurance** whilst in transit within the Voyage/Geographical Limits stated in the **Schedule**.

#### Transit Exclusions

**Keystone** will not cover the **Insured** for loss or damage:

- 6.1 caused by insufficient or unsuitable packing or preparation of any **Item** to withstand the ordinary incidents of a transit where either:
- 6.1.1 the **Insured** has not ensured that an **Item** is packed and unpacked for transit by competent professional packers; or
- 6.1.2 such packing or preparation is carried out by the **Insured** or their employees;
- 6.2 to an **Item** from unattended hotel or motel room safes;

- 6.3** to an **Item** in or from road vehicles of every description owned by or under the control of the **Insured** and/or their servants or agents or representatives when such vehicles are left unattended. However, this exclusion shall not apply:
- 6.3.1** when the vehicle is left unattended when paying for fuel or during loading and unloading operations provided the vehicle is locked and the alarm activated; or
  - 6.3.2** when in the custody of a competent professional carrier.
- 6.4** to an **Item** unless the transit is carried out in accordance with the information provided by the **Insured** and agreed to by **Keystone**; and
- 6.5** to an **Item(s)** left unattended by the **Insured** or anyone else to whom the **Item(s)** is entrusted:
- 6.5.1** in a private dwelling, unless left in the custody of a responsible individual. Valuables must be left in an appropriate locked safe if the premises are unattended; or
  - 6.5.2** in transit, unless under close personal supervision at all times, except when the **Item(s)** may not be carried as cabin luggage due to IATA Regulation and therefore travels as accompanied baggage on the same flight; or
  - 6.5.3** whilst on the premises of hotels or motels, unless in the **Insured's** or anyone else to whom the **Item** is entrusted immediate personal supervision or whilst:
    - 6.5.3.1** kept in personal possession and care of a responsible person;
    - 6.5.3.2** contained in the main hotel or motel safe or safe deposit vault.
- 6.6** when sending any **Item** via courier or postal services unless:
- 6.6.1** there is no mention of the nature of the contents visible on the outside of the parcel or on the Air Waybill or shipping documents. The appropriate Harmonised System (HS) code should be used for overseas shipments where a description of the **Item(s)** must be provided for the carrier's or customs purposes; and
  - 6.6.2** no value will be shown on the outside of the parcel or on the Air Waybill or shipping documents. An 'Invoice Enclosed' or 'Documents Enclosed' sticker should be used for overseas shipments where a value must be declared for customs purposes, with the invoice folded and placed inside the document wallet so that the value is not visible; and
  - 6.6.3** words such as 'diamonds', 'jewellery', 'jewellers', 'gold' or similar must be omitted from the name of the recipient and/or the sender where they appear on the outside of the parcel; and
  - 6.6.4** where possible, the carrier's Electronic Trade Documents (ETD) service should be used.

#### **Additional Claims Conditions**

In the event of loss or damage:

- 6.7** the **Insured** must immediately report the matter to local police or authorities if a crime has been or may have been committed; and
- 6.8** the **Insured** must immediately make a written claim on the carriers or bailees for any missing or damaged shipments; and
- 6.9** in no circumstances, except under written protest, should clean receipts be given if the goods do not arrive in a sound condition; and
- 6.10** notification should be made immediately to **Keystone** with the following documents submitted in support of any claim:
  - 6.10.1** full inventory of lost or damaged property; and
  - 6.10.2** commercial invoice and packing list (if applicable); and
  - 6.10.3** original contract of carriage (Air Waybill, consignment note, etc.); and

- 6.10.4 letter of protest against the carriers and respective replies; and
- 6.10.5 claim statement; and
- 6.10.6 any other document or correspondence requested by **Keystone** (determined by **Keystone** acting responsibly).

## 7. Cover 4 – Vault

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*Cover 4 – Vault* only forms part of this **Policy** when specified as Covered in the **Schedule** and is limited to the **Period of Insurance** indicated.

### Vault Insuring Clause

**Item(s)** are covered against the specified **Perils Insured** occurring during the **Period of Insurance** at the Situation stated in the **Schedule**.

### Vault Exclusions

7.1 **Keystone** will not cover the **Insured**:

- 7.1.1 for crushing or chipping of loose stones that have not been properly packed prior to storage; or
- 7.1.2 unless all loose stones are placed inside their protective display boxes or other suitable protective packaging prior to placing in the safe or vault.

### Non-Safety Deposit Box Bank / Vault - Security Condition

7.2 An **Item** can be deposited with a bank or safety deposit vault by the **Insured** placing the **Item** either:

- 7.2.1 inside a sealed, tamper evident envelope, locked security box or other sealed receptacle that cannot be opened without breaking the seal or otherwise showing evidence of tampering before the **Item** is handed to bank or safety deposit vault staff; or
- 7.2.2 directly into a lockable safety deposit box leased to the **Insured**.

## 8. Cover 5 – Exhibitions

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*Cover 5 – Exhibition* only forms part of this **Policy** when specified as Covered in the **Schedule** and is limited to the **Period of Insurance** indicated.

### Exhibitions Insuring Clause

**Item(s)** are covered against the specified **Perils Insured** occurring during the **Period of Insurance** at the Exhibition Venue stated in the **Schedule**.

### Exhibitions Exclusions

**Keystone** will not cover the **Insured**:

- 8.1 during exhibition hours unless the **Item(s)** are attended at all times by the **Insured** or an authorised employee or contractor of the exhibition organiser; and
- 8.2 unless all **Jewellery and Valuables** are kept within showcases, cupboards, drawers or counters, which must be kept locked with the keys removed at all times; and
- 8.3 during non-exhibition hours unless the **Item(s)** are:
  - 8.3.1 kept in a locked, secured safe and/or vault/strongroom, or where that is impracticable, in a guarded or alarmed security room within the confines of the show at all times; or
  - 8.3.2 whilst being transported by the **Insured** or an authorised employee or contractor of the exhibition organiser provided it is within the confines of the show and only while taking the **Item(s)** directly from the safe, vault or guarded security room to the showcases and vice versa.

- 8.3.3 being unpacked and set up before exhibition opening hours by the **Insured** or an authorised employee or contractor of the exhibition organiser or being dismantled and re-packed after exhibition closing hours.
- 8.4 The **Item(s)** shall remain under the close personal control of the **Insured**, or a responsible individual authorised by the **Insured**, at all times unless provided for as stated above.

## 9. Exclusions

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**Keystone** will not cover the **Insured** for loss or damage:

### Atmospheric Effects

- 9.1 caused by aridity, humidity, exposure to light or extremes of temperature unless such loss or damage is caused by storm, frost or fire;

### Classic / Unique Cars

- 9.2 whilst under own power except when being moved solely within the confines of the **Insured's** premises by the **Insured** or a responsible individual; and
- 9.3 caused by hailstorm / hailstones if stored outside unless hail nets are utilised; and
- 9.4 caused by hailstorm / hailstones whilst in transit unless cover agreed prior to departure by **Keystone**;

### Cleaning, Repairs, Restoration and Alterations

- 9.5 caused by any process of cleaning, repairing, refinishing, dyeing, alteration, restoration, renovation, reframing, retouching, or any similar process, however this exclusion does not apply to any process of packing and/or unpacking and/or preparation of any **Item** for transit or storage;

### Confiscation

- 9.6 caused by or resulting from confiscation, nationalisation, requisition or destruction of or damage to an **Item** by or under the order of any government, public or local authority;

### Consequential Loss

- 9.7 caused by consequential loss of any kind;

### Criminal Acts

- 9.8 from any criminal or illegal activity;

### Cyber Attack

- 9.9 caused by or contributed to by, or arising from use or operation of, any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system used as a means for inflicting harm. However it is understood and agreed that this exclusion shall not apply to an otherwise covered physical loss or damage to an **Item** directly caused by theft, robbery, burglary, hold-up or other criminal undertaking 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 undertaking;

### Electrical or Mechanical Breakdown

- 9.10 caused by electrical or mechanical fault or breakdown;

### Inherent Defect

- 9.11 caused by an inherent defect;

### Intentional Acts

- 9.12 caused intentionally by the **Insured**, that person's partner, a family member or a person who lives with the **Insured**. **Keystone** also do not cover any loss or damage caused intentionally by a person acting under the direction of the **Insured**, that person's partner, a family member or a person who lives with the person under the direction of the **Insured**. **Keystone** will provide coverage for the **Insured** or a family member who is not directly or indirectly responsible for causing the intentional loss or damage. An intentional act is one whose consequences could have been foreseen by a reasonable person. However, this exclusion shall not apply when the

loss is caused by an intentional act committed to prevent personal injury or property damage or eliminating danger to persons or property;

#### **Inventory**

**9.13** discovered whilst taking inventory;

#### **Misappropriation**

**9.14** caused by the taking or other misappropriation of an **Item** from the **Insured** by:

**9.14.1** the **Insured's** partner; or

**9.14.2** a person to whom the **Insured** gave the **Item** as a gift; or

**9.14.3** another family member; or

**9.14.4** any shareholder (beneficial or otherwise), partner, director, officer, or any employee of the **Insured**; or

**9.14.5** any person to whom the **Item** is entrusted or loaned,

but **Keystone** do cover loss or damage caused by a domestic worker such as a cleaner;

#### **Mysterious Disappearance or Unexplained Loss**

**9.15** or disappearance of the **Item** that cannot be explained or attributed to a specific cause or event;

#### **Protections Maintenance**

**9.16** caused whilst any physical and electrical protections (including security and fire alarms) notified to **Keystone** are not engaged and fully operational whenever the Situation is left unattended;

#### **Radioactivity**

**9.17** caused by ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or from the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;

#### **Stillage**

**9.18** to an **Item** that is not stored more than fifteen (15) centimetres off the floor;

#### **Terrorism**

**9.19** caused by any act of **Terrorism**, or any action taken in controlling, preventing, suppressing or in any way relating to an act of **Terrorism**;

#### **War**

**9.20** caused by war, invasion, acts of foreign enemies, hostilities (whether war has been declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by, or under the order of, any government or public or local authority. However, this exclusion does not apply to transits by sea or air;

#### **Wear and Tear**

**9.21** caused by wear and tear, scratching, natural ageing, gradual deterioration, fading, shrinkage, rust, corrosion, oxidation, warping, fungi, mould, bacteria, dry or wet rot, insects, moth or vermin;

#### **Weapons**

**9.22** caused by or resulting from an **Item** that is a weapon being used for the purpose of its design, for example, a gun being fired or a dagger/knife/bayonet being used in a stabbing motion;

#### **Wine or Spirits**

**9.23** to wine or spirits caused by or resulting from:

**9.23.1** substitution or mysterious disappearance; or

**9.23.2** bankruptcy or any bookkeeping failure of any wine or spirits storage facility; or

**9.23.3** ullage or natural loss of contents; or

**9.23.4** inherent vice, cork taint or climatic conditions; or

**9.23.5** contamination, discolouration, natural ageing; or

- 9.23.6** an individual bottle after its opening, except when conducted by the original producer as part of a wine clinic and immediately re-sealed and signed by them.

**Keystone** will not make any payments under this **Policy**:

#### **Sanctions**

- 9.24** that would be in contravention of 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.

## **10. Claim Conditions**

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#### **Carriers and Bailees**

- 10.1** The **Insured** must take steps to recover a loss from a carrier or bailee if an **Item** is lost or damaged while in the custody of that carrier or bailee, before making a claim under this **Policy**. This **Policy** will only cover the **Insured** to the extent of any loss that the **Insured** cannot recover from the carrier or bailee.

#### **Claims Settlement**

- 10.2** The **Insured** must tell **Keystone** of the **Insured's** entitlement to input tax credits for the **Insured's** insurance **Premium** if the **Insured** are registered, or should be registered for GST purposes, if any **Event** occurs which gives or may give rise to a claim. **Keystone** will not cover the **Insured** for any resulting fines, penalties or tax charges if the information the **Insured** give **Keystone** is incorrect.

- 10.3** Any cash payments made to the **Insured** under this **Policy** will be based on costs including GST. However, if the **Insured** are, or would be, entitled to claim any input tax credits for the repair or replacement of the **Item**, **Keystone** will reduce **Keystone's** payment to the **Insured** by the amount of the **Insured's** input tax credit entitlement.

#### **Conduct of Claims**

- 10.4** **Keystone** may appoint legal or other representatives to assist in the conduct of a claim.
- 10.5** **Keystone** shall have the right and full discretion to conduct claims.
- 10.6** **Keystone** reserve the right to negotiate and settle any claim on terms **Keystone** consider appropriate.

#### **Co-operation and Mitigation**

- 10.7** The **Insured** must give **Keystone** such information and assistance as **Keystone** consider necessary to:

- 10.7.1** determine an appropriate course of action in relation to any claim; and
- 10.7.2** identify any parties that the **Insured** may have rights against relating to any claim.

- 10.8** The **Insured** must take all reasonable steps to avoid, minimise or mitigate any loss or damage that is or may be the subject of a claim.

- 10.9** Compliance with this Claims Condition will be at the **Insured's** own expense.

#### **Depreciation**

- 10.10** This **Policy** will also pay depreciation as a result of partial loss and/or damage from **Insured Peril A** or **Insured Peril B**. The amount of depreciation shall be calculated in accordance with *Clause 2 - Basis of Settlement*.

- 10.11** In no event shall the total claim amount for repair and depreciation paid by **Keystone** exceed the value of the **Item** calculated in accordance with *Clause 2 - Basis of Settlement*.

#### **Excess**

- 10.12** All claims for loss, damage or expense resulting from any one occurrence or series of occurrences arising out of one event, shall be adjusted as one claim, and the Excess shall be deducted from such adjusted claim.



**10.13** Each claim for loss or damage separately occurring shall be adjusted separately, and from the amount of such claim the **Excess** shall be deducted.

#### **Foreign Currency**

**10.14** Any payments made, or costs and expenses incurred in a currency other than Australian dollars shall be converted to and paid in Australian dollars based upon the rate of exchange published by the Reserve Bank of Australia on the date that the payments were made or costs and expenses were incurred, or the preceding date should they be incurred on a weekend or public holiday.

#### **Keystone's Rights of Possession**

**10.15** **Keystone**, **Keystone's** employees or **Keystone's** agents have the right to enter any building or area where loss or damage has occurred and take possession of an **Item** or require the **Item** to be delivered to **Keystone**.

#### **Not Authorise Repair or Replacement**

**10.16** The **Insured** must not authorise the repair or replacement of anything without **Keystone's** agreement.

**10.17** **Keystone** give the **Insured** authority to arrange emergency repairs on **Keystone's** behalf where the **Insured** is required to prevent further loss or damage to the **Insured's** property as a direct result of an emergency and the property is covered by this **Policy**.

#### **Notify Claim**

**10.18** The **Insured** must:

**10.18.1** notify the police immediately following a theft or burglary or when any property is misappropriated, lost or maliciously damaged; and

**10.18.2** notify **Keystone** as soon as possible giving **Keystone** all the known details of the event including the police event number if available; and

**10.18.3** submit to examination under oath if **Keystone** so require.

#### **Other Insurance**

**10.19** The **Insured** shall promptly give to **Keystone** full details of any other insurance, including the identity of the insurer and the policy number, and such further information as **Keystone** may require (determined by **Keystone** acting responsibly) if at the time any claim arises under this **Policy**, there is any other insurance in force covering the same liability.

#### **Progress Payments**

**10.20** **Keystone** may make progress payments on claims at intervals to be agreed by **Keystone** following receipt of an interim report from **Keystone's** loss adjuster or representative. **Keystone** will not unreasonably withhold progress payments.

#### **Retain All Damaged Property**

**10.21** The **Insured** must:

**10.21.1** retain and preserve all damaged property for **Keystone's** inspection prior to authorisation of repairs unless alterations and repairs are immediately necessary for safety reasons or to minimise or prevent further loss, damage or injury. The **Insured** are still required where reasonably practical, to retain and preserve all damaged property for **Keystone's** inspection if repairs are necessarily carried out without **Keystone's** prior approval; and

**10.21.2** use the **Insured's** best endeavours to preserve all property and all other things that may assist **Keystone** in investigating a claim, including assisting in determining if there are rights of recovery against another entity or person.

#### **Recovered Property**

**10.22** **Keystone** will notify the **Insured** of the recovery and the **Insured** will have 60 days from the date of such notice to exercise the **Insured's** right to purchase.

#### **Records Clause**

**10.23** The **Insured** must maintain an accurate and itemised inventory of all **Item(s)** covered by this **Policy**.



## Recoveries

**10.24** Recoveries (whether effected by **Keystone** or by an **Insured**), less the cost of recovery, shall be distributed as follows:

**10.24.1** first, to the **Insured** for the amount of loss otherwise covered but in excess of the **Sum Insured**, less any applicable **Excess**; and

**10.24.2** second, to **Keystone** for the amount paid to the **Insured** for covered losses; and

**10.24.3** third, to the **Insured** for the applicable **Excess**.

**10.25** The **Insured** will have the right of first refusal to purchase from **Keystone** any **Item** recovered for which the full value has been paid in settlement of a claim at the lesser of:

**10.25.1** the amount of the settled claim plus interest from the date of settlement at a relevant prevailing bank base rate plus loss adjustment and recovery expenses; or

**10.25.2** the fair market value at the time of recovery.

## 11. Conditions

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### Cancellation

**11.1** **Keystone** may only cancel this **Policy** pursuant to the *Insurance Contracts Act 1984 (Cth)*.

**11.2** The **Insured** may cancel this **Policy** at any time by giving written notice to **Keystone**.

**11.3** **Keystone** may retain the pro rata proportion of the **Premium**. However, in the event of the notification of a claim which is covered under this **Policy**, or a notification pursuant to the *Insurance Contracts Act 1984 (Cth)* being given by an **Insured** prior to cancellation, the **Premium** shall be regarded as fully earned and may be retained by **Keystone**.

### Consideration

**11.4** The cover provided by **Keystone** under this **Policy** is in consideration of the payment of the **Premium**.

**11.5** The **Insured** must pay the **Premium** specified in the **Schedule** for the **Period of Insurance** to **Keystone** by the due date. The due date is on or before thirty (30) days after the inception date of the **Period of Insurance** or such other time that **Keystone** agrees in writing. If the **Insured** fails to pay the **Premium** by the due date, **Keystone** is entitled to cancel this **Policy** in accordance with the *Insurance Contracts Act 1984 (Cth)*.

### Construction and Interpretation

**11.6** Paragraph titles used in this **Policy** are included for descriptive purposes only and do not form part of this **Policy** for the purposes of its construction or interpretation.

**11.7** Words denoting the singular include the plural and vice versa except where the context otherwise requires.

### Due Diligence

**11.8** The **Insured** must exercise due diligence in doing all things to avoid or reduce any loss under this **Policy**.

### Endorsements

**11.9** An **Endorsement** does not affect or increase the sum insured or weekly benefits or any other term, except to the extent specifically provided in the **Endorsement**. For the avoidance of doubt, each **Endorsement** is otherwise subject to all the terms of this **Policy**.

### Enforceability

**11.10** This **Policy** must have a **Schedule** attached to it which has been signed by an authorised officer of **Keystone** to be enforceable.

### Fraud

**11.11** The **Policy** may become void and the claim hereunder forfeited, or **Keystone's** liability in respect of such claim may be reduced, subject to the provisions of the *Insurance Contracts Act 1984*, if

the **Insured** makes a claim knowing the same to be false or fraudulent, as regards amount or otherwise.

#### Goods and Services Tax (GST)

11.12 **Keystone** will charge the **Insured** an amount on account of GST as part of the **Premium**. The **Insured** must inform **Keystone** of the extent to which there is an entitlement to an input tax credit for that GST amount each time that s/he notifies a claim under this **Policy**. No payment will be made to the **Insured** for any GST liability that s/he may incur on the settlement of a claim if s/he does not inform **Keystone** of his/her entitlement or correct entitlement to an input tax credit. **Keystone's** liability to the **Insured** will be calculated taking into account any input tax credit to which the **Insured** is entitled for any acquisition which is relevant to the claim, or to which s/he would have been entitled had s/he made a relevant acquisition, despite the other terms of this **Policy**. 'GST', 'input tax credit', 'acquisition' and 'supply' have the meaning given in *A New Tax System (Goods and Services Tax) Act 1999*.

#### Governing Law

11.13 This **Policy** will be governed in accordance with law of the State or Territory of Australia in which this **Policy** was issued. Any disputes relating to interpretation will be submitted to the exclusive jurisdiction of the courts of Australia.

#### Insurable Interest

11.14 **Keystone** will not pay for any loss or damage to an **Item** unless the **Insured** has an insurable interest in the **Item** at the time of the loss. **Keystone** will not pay more than the amount of the **Insured's** interest up to the value that applies to each **Item** as detailed in *Clause 2 - Basis of Settlement* if more than one person has an insurable interest.

#### Insurance Contracts Act 1984

11.15 This **Policy** is governed by, and **Keystone** will act in accordance with, the *Insurance Contracts Act 1984* (Cth).

#### Subrogation

11.16 **Keystone** will become subrogated to all rights and remedies that the **Insured** may have against any party in relation to a claim where it has been paid by **Keystone** under this **Policy**. The **Insured** must assist **Keystone** (including giving evidence at any civil hearing) and provide such information and documentation (including signed statements) as **Keystone** require (determined by **Keystone** acting responsibly) in exercising such rights, at **Keystone's** request and without charge.

#### Variation of this Policy

11.17 No variation of this **Policy** will be effective unless made by **Endorsement**.