



(((insure4music)))

**INSURANCE BOOKLET**

## INSURE4MUSIC COVER SUMMARY

This Insurance Booklet is operative for insurance starting or renewing from 12th June 2015 and replaces any Insurance Booklet previously issued to You by Us. The policy documentation comprises the Insurance Schedule and Insurance Booklet.

This section of the Insurance Booklet is a summary of the terms of the Insurance and does not contain the full terms of the policy which can be found further within the Insurance Booklet.

### Name of the Underwriter

Certain underwriters at Lloyd's.

### Type of insurance and cover

This insurance can provide for the following. Please refer to Your Insurance Schedule for details of the cover applicable to You as the insured person:

- Section 1.** Music Equipment
- Section 2.** Public Liability
- Section 3.** Professional Indemnity
- Section 4.** Personal Accident
- Section 5.** Dental Treatment
- Section 6.** Loss of Earnings
- Section 7.** Equipment Breakdown
- Section 8.** Equipment Hire

### Features and Benefits

- Section 1.** Provides cover for theft, loss, accidental damage and malicious damage to Music Equipment and accessories up to the Sum Insured noted in Your Insurance Schedule.
- Section 2.** Provides indemnity for accidental or mental injury, death, disease or Accidental Damage to any third party or third party property damage up to the Sum Insured noted in Your Insurance Schedule.
- Section 3.** Provides indemnity for compensation sought following a negligent act, error or omission in respect of advice or a service provided, for which You have received a fee, up to the Sum Insured noted in Your Insurance Schedule.
- Section 4.** Provides cover for Bodily Injury resulting in death, loss of limbs, loss of sight, partial loss of sight or Permanent Total Disablement up to the Sum Insured noted in Your Insurance Schedule.
- Section 5.** Provides cover in respect of accidental dental injury up to the Sum Insured noted in Your Insurance Schedule.
- Section 6.** Provides cover for Loss of Earnings up to the Sum Insured noted in Your Insurance Schedule.
- Section 7.** Provides cover in respect of failure of Music Equipment up to the Sum Insured noted in Your Insurance Schedule.
- Section 8.** Provides indemnity for Hire of Music Equipment following a valid claim under Section 1 up to the Sum Insured noted in Your Insurance Schedule.

## keyfacts

### Key Exclusions or Limitations

1. Cover shall apply as defined under the Territorial Limits in Your Insurance Schedule.
2. Cover is only applicable to residents of the United Kingdom.
3. Section 1 shall not cover theft of Music Equipment unless sustained by evidence of ownership.
4. In the event of theft, the building, garage, shed or outbuilding must show evidence of forcible and violent entry and have been securely fitted with locking devices conforming to BS3621 at the time of loss. Where a padlock is required it must be of the close shackle variety.
5. Section 1 shall not cover theft from a car or van unless the Music Equipment is out of sight in either a locked boot or covered luggage area, the car or van is securely locked and any security devices are in operation and the theft is verified by a police report.
6. Section 1 shall not cover theft when Music Equipment is hired out or loaned by You to any other person unless You are in attendance.
7. Section 1 shall not cover accidental damage to any leads, cables, strings, reeds and/or drumheads.
8. Section 1 shall not cover marring, scratching, denting or any cosmetic change which does not impair the function of the music equipment.
9. Section 2 shall not cover any liability for bodily injury, loss or damage to any of Your employees or immediate members of your family.
10. Sections 1, 2, 5, 6, and 7 may be subject to an excess. Please refer to Your Insurance Schedule for details of the excess that applies to Your insurance.
11. Section 3 shall not provide cover for claims made or threatened or in any way intimated prior to the Inception Date of the Insurance.
12. Section 4 shall not provide cover for any accident unless directly resulting from the use of musical, entertainment, sound or lighting equipment.
13. Section 4 shall not provide cover for accidental Bodily Injury to any person aged under 16 or over 85.
14. Section 4 shall not provide cover for any broken bones.
15. Section 4 shall not provide cover for Permanent Total Disablement benefit when over 65.
16. Section 5 shall not provide cover for cosmetic or plastic surgery unless necessitated by a Dental Injury occurring whilst during the period of this insurance.
17. Section 6 shall not provide cover for any Loss of Earnings where You are not holding a permanent position of employment.
18. Section 7 shall not provide cover for any electronic equipment over seven years old from the date of manufacture excluding electric and base guitars.
19. Section 8 shall not cover the cost of hire not authorised by Us or Our prior consent.
20. Section 8 shall not provide cover for any costs of hire which are greater than a normal charge through a recognised

supplier of temporary equipment.

## Period of Insurance

The Period of Insurance as stated within Your Insurance Schedule.

## Your Right to cancel

If You decide that for any reason, this policy does not meet Your insurance needs then please return it to the administrator within 14 days of issue. On the condition that no claims have been made or are pending, a full refund will be available.

Thereafter You may cancel the insurance cover at any time by information the administrator however no refund of premium will be payable.

The insurance shall not be bound to accept renewal of any insurance and may at any time cancel an insurance document by sending 14 days' notice to You at Your last known address. Provided the premium has been paid in full You shall be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance.

## Making a Claim

Should You wish to make a claim under this insurance please contact:

Music Insurance Claims Department,  
Woodgate & Clark Loss Adjusters  
The Red House,  
King Street  
West Malling  
Kent  
ME19 6QT

Telephone: **+44 (0)800 668 1112**

Email: **musicclaims@woodgate-clark.co.uk**

## Our Complaints Procedure

If You have a complaint please address it to:

Complaints Department  
Insure4Music  
The Royals,  
Altrincham Road,  
Manchester  
M22 4BJ

Telephone: **+44 (0) 8000 469 859**

Email: **complaints@thejrwingroup.co.uk**

If Your complaint is not resolved or You are not happy with our response and the course of action proposed, You may refer the matter to the Complaints Department, Lloyd's, One Lime Street, London EC3M 7HA, telephone **+44 (0) 20 7327 5693** or email **complaints@lloyds.com**.

It may be that You have access to the Financial Ombudsman Service if You are still not satisfied with Lloyd's response to Your complaint. For further information on Your eligibility please visit: **www.financial-ombudsman.org.uk** or contact us.

## Your Rights

Your rights as a customer to take legal action remain unaffected by the existence or use of any complaint procedures referred to above. However, the Financial Ombudsman Service will not adjudicate on any cases where litigation has commenced.

## Compensation

The Financial Services Compensation Scheme (FSCS) provides Compensation in case any Financial Conduct Authority (FCA) authorised company goes out of business or into liquidation and are unable to meet any valid Claim under their policies. You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim. Insurance advising and arranging is covered for 90% of the claim, without any upper limit. For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, also without any upper limit. Further information about compensation scheme arrangements is available from the FSCS on **+44 (0)800 678 1100** or **+44 (0)20 7741 4100** or by visiting **www.fscs.org.uk**.

## STATEMENT OF DEMANDS AND NEEDS

This Insurance provides Music Insurance and is suitable to meet the needs of those persons or groups requiring insurance for:

- Music Equipment
- Public Liability
- Professional Indemnity
- Personal Accident
- Dental Treatment
- Loss of Earnings
- Equipment Breakdown
- Equipment Hire

as detailed in the Insurance Schedule and Insurance Booklet.

Insure4Music insurance is usually renewable on an annual basis.

## INSURE4MUSIC INSURANCE

Effected on behalf of Certain Underwriters at Lloyd's (The Underwriters', hereinafter referred to as "us", "we" or "our") by JRW Group Services Ltd, The Royals, Altrincham Road, Manchester M22 4BJ.

This is to certify that in accordance with the authorisation granted under the contract (the number of which is specified in the Insurance Schedule) to the undersigned by Certain Underwriters at Lloyd's, whose definitive numbers and the proportions underwritten by them, which will be supplied on application, can be ascertained by reference to the said contract which bears the Seal of Lloyd's Policy Signing Office and in consideration of the payment of the premium which forms part of the premium specified in the Insurance Schedule, the said Underwriters are hereby bound, severally and not jointly, their Executors and Administrators, to insure in accordance with the terms and conditions contained herein or endorsed hereon.

If You shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this policy shall become void and all claim hereunder shall be forfeited.

In witness whereof this insurance has been signed at the place stated and on the date specified in the Insurance Schedule by JRW Group Services Ltd.



Authorised Signatory

### JRW Group Services Ltd

JRW Group Services Ltd is authorised and regulated by the Financial Conduct Authority in respect of insurance mediation activities.

We must draw your attention to a number of important features of this Insurance:

#### IMPORTANT FEATURES:

**Insurance Booklet:** You should read this document carefully in conjunction with the Insurance Schedule. It gives details of what is and is not covered by the Insurance and the Conditions and Exclusions of the cover.

**Conditions, Exclusions and Warranties:** Conditions and exclusions will apply to individual sections of the Insurance while general exclusions, conditions and warranties will apply to the whole Insurance.

**Limits:** All sections have limits on the amount we will pay under that section. Some sections may also include inner limits.

**Excesses:** Claims under certain sections will be subject to an excess. Where there is an excess, you will be responsible for paying the first part of a claim.

**Reasonable Care:** You are required to take all reasonable care to protect yourself and your property and to act as though you are not insured.

**Complaints:** This insurance includes a complaints procedure which tells you what steps you can take if you wish to make a complaint.

**'Cooling Off' Period:** This Insurance Booklet contains a 'cooling off' period, which allows you to return it if you have justifiable reason to be dissatisfied with the cover provided.

This Insurance is governed by the law of England and Wales, unless We have agreed otherwise. If you would like more information, you should ask the Administrator providing the insurance, particularly if You feel the insurance may not meet Your needs.

PLEASE READ THESE FEATURES, YOUR INSURANCE SCHEDULE AND THE WHOLE OF THIS DOCUMENT CAREFULLY. If the insurance does not meet Your requirements please return it within 14 days from receipt of documentation.

Please note that this Insurance is only available to Musicians who are resident in the United Kingdom.

## Definitions

### Accident

An external, sudden, unexpected, unusual specific event occurring at a definable time and place.

### Accidental Damage

Damage caused to Music Equipment accidentally or by violent and external means, including vandalism.

### Administrator

JRW Group Services Ltd (JRW) trading as Insure4Music, The Royals, Altrincham Road, Manchester, M22 4BJ.

### Act of Terrorism

Any actual or threatened act of any person acting individually or on behalf of or in connection with any organization with activities directed towards the overthrowing or influencing of any government de jure or de facto, and/or any actual or threatened act of any person acting individually or on behalf of or in connection with any organization with activities directed towards influencing the general public or any part thereof. In any action, suit or other proceedings where We allege that by reason of the exclusion any loss is not covered by this insurance the burden of proving that such loss is covered shall be upon You.

### Bodily Injury (in respect of Section 4 only)

Identifiable physical injury or death.

### Collection

The same type of CD's, vinyl records, tapes, mini disks, DVD's or karaoke tapes of 5 items or more items.

### Covered Luggage Area means a

- Locked boot;
- Locked rear storage area of a motor car where a factory fitted cover is in place;
- A van with a secure bulkhead with no direct access between the front cab and the back storage area and where the storage area is not visible through the vehicles windows;
- A rigid full bodied enclosed trailer attached to a vehicle by a closed shackle bolt.

### Dental Injury

An accident causing damage to whole, sound teeth only.

### Endorsement

Any terms and conditions made separately to the terms of the policy and specified on Your Insurance Schedule.

### Evidence of Ownership

Original sale purchase or till receipt or other evidence which clearly demonstrates ownership. This may include but is

not limited to bank/credit card statement, dealer valuation including a photograph of the Music Equipment. The evidence should clearly show date, price paid and details of the Music Equipment.

**Excess**

The amount that You must bear as the first part of any agreed claim as specified on Your Insurance Schedule.

**Forcible and Violent Entry or Exit**

Evidence of visible damage to the fabric of the building where entry or exit was gained.

**Inception Date**

The date the Policy first starts as noted on the Insurance Schedule and any subsequent renewal date thereafter.

**Indemnity Value**

The value of the item immediately prior to loss or damage.

**Insurance Schedule**

The Insurance Schedule issued to You including any endorsements.

**Home**

Location stated in Your Insurance Schedule where Your musical equipment is usually kept and must be one of the following:

- A house of standard construction built of brick, stone or concrete with a slate, tiles or multi layered roof; or
- A privately accessed brick, stone or concrete outbuilding or garage with a slate, tiled or multi layered roof which is attached to or within the boundaries of a private dwelling house.

**Known Circumstance**

Any circumstance or circumstances of which You had become aware prior to the Inception Date and which the You or a reasonable person would at any time prior to the Inception Date have considered may give rise to a Claim or Claims against You.

**Loss of Limb**

The physical separation of a hand above the wrist and a foot above the ankle, or the total and irrevocable loss of use of one or both hands, or feet.

**Loss of Sight**

The total and irrecoverable loss of sight in an eye as measured by the Snellen Scale.

**Music Equipment**

Equipment used directly in connection with the business including audio and visual equipment, instruments, clothing, accessories, baggage, and trophies up to the Sum Insured noted in the Insurance Schedule.

**Permanent Total Disablement**

A disability that lasts longer than 12 months which entirely prevents You from attending any business or occupation of any kind and at the end of that period being beyond hope of improvement.

**The Business**

Activities connected to performing, rehearsing, auditioning, composing or teaching music.

**United Kingdom (UK)** means England, Scotland, Wales, The Channel Islands, Isle of Man and Northern Ireland.

**You/Your**

The insured person/persons named on the Insurance Schedule who is a United Kingdom resident.

**War**

War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, riots, strikes, civil commotion, rebellion, insurrection, or military or usurped power. This definition includes but is not limited to civil disorders of any kind, to any security measures that may result in the closure of the venue or the non-access to it, or to the non-participation by attendees or performers, whether voluntary or compulsory.

**We/Our/Us** means Certain Underwriters at Lloyd's.

**Worldwide**

Up to 180 days Worldwide during any one period of insurance and where the cover is shown in Your Insurance Schedule.

**DETAILS OF COVER**

**Section 1 – Music Equipment**

Where You have paid the appropriate premium and Music Equipment cover is shown on Your Insurance Schedule You are covered for:

- Theft of Your Music Equipment from Your Home;
- Theft of Your Music Equipment away from Your Home;
- Theft of Your Music Equipment from a motor vehicle;
- Accidental Damage to Your Music Equipment;
- Malicious damage to Your Music Equipment; and
- Loss of Your Music Equipment

We agree to pay for repair or replacement, up to the limit stated in Your Insurance Schedule, of the Music Equipment owned by You (not hired, loaned or entrusted to You), that has been stolen, lost or sustained Accidental Damage or malicious damage.

We will pay for the cost of replacement as new providing the damaged Music Equipment was not more than 3 years old (laptops not more than 18 months old), at the date of the loss and provided it was new when You purchased it. If the Music Equipment was more than 3 years old (laptops if more than 18 months old) or was not new at the time of purchase, then we will deal with the claim on an Indemnity Value basis.

We reserve the right to specify a supplier of our choice for the repair or replacement of Music Equipment or at our discretion offer cash settlement to the Indemnity Value of the replacement Music Equipment.

**What is not covered:**

1. Any Excess that may be applicable;
2. Theft of Music Equipment unless substantiated by Evidence of Ownership;
3. Theft from Your Home unless:
  - a. the Music Equipment is kept inside the Home and any security devices such as door locks are in operation; and
  - b. there is clear evidence of Forcible and Violent Entry or Exit;

4. Theft away from the home unless:
  - a. the Music Equipment is kept inside a building of standard construction built of brick, stone or concrete with a tiled, slate or multi layered roof and securely locked and shows signs of forcible and violent entry or exit; or
  - b. the Music Equipment is stored in a securely locked locker or similar place of storage and involves signs of Forcible and Violent Entry or Exit; and
  - c. The Music Equipment has not been left unattended for more than 72 hours;
5. Theft from a motor vehicle unless:
  - a. the Music Equipment is out of sight in either a locked boot or Covered Luggage Area;
  - b. the motor vehicle is securely locked and all security devices are in operation; and
  - c. the theft is substantiated by a police report;
6. Theft when the property is left unattended in the open;
7. Theft by a person to whom the Music Equipment is entrusted;
8. Theft when the Music Equipment is hired out or loaned by You to any other person unless You are in attendance;
9. Matching parts, sets or collections that were not also lost, stolen or damaged;
10. Loss or damage caused by wear and tear, wet or dry rot, atmospheric conditions, frost, insects, vermin, fungus, domestic pet, rust, corrosion and naturally occurring defects, defects in operation or any gradually operating cause;
11. Marring, scratching, denting or any cosmetic change which does not impair the function of the Music Equipment;
12. Loss where the Music Equipment has suffered damage as a result of a manufacturing fault which is still covered under a manufacturing warranty;
13. Theft of Music Equipment whilst outside of the UK unless Worldwide option has been selected, the additional premium paid for and the endorsement is shown on Your Insurance Schedule;
14. Subject to Worldwide option being selected we will not pay for any damage or Theft of Music Equipment in transit which has not been reported to the carrier and a written report obtained. In the case of an airline a Property Irregularity Report will be required;
15. Theft or malicious damage of Music Equipment where a crime reference number cannot be provided;
16. Unexplained theft; or
17. Accidental damage to any leads, cables, strings, reeds and/ or drumheads.

## Section 2 – Public Liability

We will, up to the amount stated in Your Insurance Schedule, indemnify You against legal liability for:

Personal or mental injury, death or disease or Accidental Damage to any person or accidental third party property damage which arises from Your use or ownership of music, entertainment, sound or lighting equipment provided You are a resident of the United Kingdom. The total amount payable includes reasonable defence costs and expenses incurred by You with Our written consent in connection with any liability insured under this Policy.

## Section 3 – Professional Indemnity

This section of the Policy is on a claims made basis. It only covers claims made against You and notified to Us during the Period of Insurance. However, provided You give Us notice in writing of any facts that might give rise to a claim against You, as soon as was reasonably practical after You became aware of those facts and before the expiry date of this Policy, then this Policy will respond, notwithstanding the fact that no claim has actually been made against You prior to the expiry date.

We will indemnify You against any claim or claims (including all legal costs and expenses for which You shall become liable to the claimant) up to but not exceeding in the aggregate for all claims under this Policy, the Total Sum Insured specified in the Insurance Schedule arising from breach of professional duty whether such duty is owed in contract or otherwise in respect of Your legal liability arising from negligent acts, errors or omissions whenever or wherever committed or alleged to have been committed in connection with The Business providing that the claim or claims are:

- I. Made against You during the Period of Insurance specified in the Insurance Schedule;
- II. Notified as soon as possible in writing to Us by You during the Period of Insurance;
- III. Arising out of any act, error or omission which occurred subsequent to the Retroactive Date specified in the Insurance Schedule; and
- IV. Arising out of any acts, errors or omissions occurring in the Territorial Limits stated in Your Insurance Schedule.

### In respect of this Section 3 only:

Claim or claims means:

- a. any claim made against You; or
- b. the receipt of written notice from any person of an intention to make a claim against You; irrespective of whether the quantum is likely to be within or above the amount of the excess specified in the Insurance Schedule;

## EXTENSIONS

1. We will indemnify You against any claim or claims arising in respect of libel, slander, defamation up to but not exceeding the Limit of Indemnity specified in the Insurance Schedule.

### What is not covered under Section 2 and 3:

1. Any claim or claims:
  - a. made or threatened or in any way intimated prior to the Inception Date of the Insurance;
  - b. arising from any Known Circumstance: Known Circumstance means any circumstance or circumstances of which You had become aware prior to the start of the Policy and which You, or a reasonable person of Your profession, would at any time prior to the start of the Policy have considered may give rise to a claim or claims against You.
  - c. arising prior to the Retroactive Date noted in the Insurance Schedule;
  - d. arising from any breach of copyright;
  - e. any dishonest, fraudulent, criminal or malicious act or omission of You or any person at any time employed by You;

- f. arising from the conduct of any business not conducted for the benefit of or on behalf of the Insured named in the Insurance Schedule;
  - g. to any of Your employees or immediate family (spouse, children, parents, siblings and their families);
  - h. arising out of the use, ownership, possession of land or buildings, animals, firearms or weapons;
  - i. in respect of the ownership, maintenance, operation or use of any aircraft, motorised watercraft, automobiles or vehicles of any kind by or in the interest of the Insured;
  - j. as a result of Your insolvency, bankruptcy or liquidation as the case may be;
  - k. arising from the sale or supply of goods by or on behalf of You;
  - l. brought against You arising directly or indirectly out of physical assault, abuse, malicious damage, harassment or interference as a consequence thereof;
  - m. brought against You arising directly or indirectly from the use of non-medically prescribed drugs; or
2. Any punitive, exemplary or aggravated damages;
  3. Any form of performance, surety, credit or financial guarantee.
  4. Economic or pecuniary loss where no personal injury or damage to tangible property occurs;
  5. Any liability to pay any trading debts;
  6. Any liability of Yours or any principal of Yours arising solely from Your duties or such principals as a director or legal officer of any company;
  7. Any liability caused by or arising out of the discharge, dispersal, release or escape of pollutants whatsoever. For the purpose of this exclusion, pollutant means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, acids, alkalis, chemicals and waste – waste includes material to be recycled, reconditioned or reclaimed; or
  8. Claims arising out of, relating directly or indirectly from or in consequence of or in any way involving reckless disregard and/or willful breach of duty of any kind;
  9. Property damage to any property belonging to You or is in Your custody, care or control;
  10. Liability where You are entitled to indemnity from another more specific source;
  11. Any liability not involving the use of musical, entertainment, sound or lighting equipment;
  12. Any liability arising from a contract or agreement unless You would have been liable in the absence of such contract or agreement; or
  13. Personal injury or property damage occurring outside of the Territorial Limits or any claims bought in a court outside of the United Kingdom;
  14. Any applicable excess relating to Public Liability Third Party Property Damage.

#### Section 4 – Personal Accident

You are covered up to the Sum Insured stated in Your Insurance Schedule if at any time You are involved in an

Accident whilst using music, entertainment, sound or lighting equipment which shall solely and independently of any other cause:

- Bodily injury, which results in Your death, irrevocable loss of use of one or both hands or feet, loss of one or more of Your limbs by physical separation at or above the wrist or ankle, Loss of Sight in one or both eyes as measured by the Snellen Scale, the partial Loss of Sight in one or both eyes as measured by the Snellen Scale (partial Loss of Sight shall be deemed to be the loss of 50% or more of the vision in one eye) or Permanent Total Disablement that prevents you from engaging in any occupation.

#### This section does not cover:

1. Any accident unless directly resulting from the use of music, entertainment, sound or lighting equipment;
2. Any accident outside of the Territorial Limits shown in the Insurance Schedule;
3. Cosmetic or plastic surgery unless necessitated by an Accident occurring during the Period of Insurance;
4. Accidental Bodily Injury to any person aged under 16 or over 85;
5. Any broken bones;
6. Permanent Total Disablement benefit to any person over 65; or
7. Benefits if 180 consecutive days pass following the date of the accident before Your death, loss or injury.
8. Any pre-existing affect, infirmity or sickness
9. Acquired Immune Deficiency Syndrome (AIDS) or its pathogenic agents.

#### Section 5 – Dental Treatment

You are covered up to the limit stated in Your Insurance Schedule if at any time You are involved in an Accident whilst using music, entertainment, sound or lighting equipment which shall solely and independently of any other cause, cause a Dental Injury to the insured requiring:

- Dental, surgical and specialist fee's; or
- Hospital, surgical and medical requisites.

Expenses shall only be those necessarily and reasonably incurred within 12 months of the date of the Dental Injury.

#### You are not covered for:

1. Any applicable Excess;
2. Cosmetic or plastic surgery unless necessitated by a Dental Injury occurring during the Period of Insurance;
3. Examinations, x-rays, extractions, fillings and general dental care except as a result of a Dental Injury;
4. Examination for check-up purposes not incidental to the Dental Injury;
5. Any condition which originated prior to the Period of Insurance;
6. Damage to dentures, bridges or other forms of dental prosthetics;
7. Normal wear and tear;
8. Dental Injury caused by foodstuffs including foreign bodies therein; or

9. Dental Injury which is not apparent within 7 days of the date of the Accident.

In respect of Section 5 only, Dental Injury means an Accident causing damage to whole, sound teeth only.

### Section 6 – Loss of Earnings

You are covered up to the Sum Insured specified in the Insurance Schedule or 75% of pre Accident earnings, whichever is the less, following disablement which entirely prevents You from attending to Your usual profession, business or occupation which causes Bodily Injury following an Accident. The maximum benefit period We shall pay is 52 weeks after the date of the Accident.

#### You are not covered for:

1. Any applicable Excess;
2. Any loss of earnings resulting from any pre-existing defect or infirmity at the time of an Accident;
3. Any Accident unless directly resulting from the use of music, entertainment, sound or lighting equipment;
4. Any Accident outside of the Territorial Limits shown in the Insurance Schedule;
5. Any self-inflicted injury;
6. Cosmetic or plastic surgery unless necessitated by an Accident occurring during the Period of Insurance;
7. Accidental bodily injury to any person aged under 16 or over 85;
8. Any broken bones; or
9. Benefits if 180 consecutive days pass following the date of the Accident before Your death, loss or injury.

### Section 7– Equipment Breakdown

Where You have paid the appropriate premium and Equipment Breakdown cover is shown on Your Insurance Schedule You are covered for Music Equipment breakdown for insured items. You are covered for the failure of the musical equipment as a result of:

- Mechanical, constructional, electronic or electrical breakdown;
- Derangement or a defect in operation; and
- Costs of transportation to and from any appointed repairer.

We will, at Our option, repair to the previous level of functionality or replace if beyond economical repair. Where the insured property is economically repairable but any parts required are no longer available We will pay a cash settlement equivalent to the cost of the repair of the insured property.

#### This section does not cover:

1. Any applicable Excess;
2. Any electronic equipment over seven years old from the date of manufacture ;
3. Any equipment already covered under a manufacturer's warranty;
4. Any damage as a result if failure to use or maintain the insured property in accordance with the manufacturer's instructions;

5. The use of faulty computer software (other than firmware), accessories, computer tapes, floppy disks and computer viruses and non-proprietary expansion cards;
6. Damage as a result of delay, wear and tear, wet or dry rot, frost, moth, vermin, atmospheric or climatic conditions, manufacturing fault, or inherent defect;
7. Damage to non-working parts;
8. Damage caused by foreign objects or substances not normally associated with the equipment;
9. Cost of repairs carried out by persons not authorised by Us or without Our consent;
10. Any routine maintenance, cleaning, unblocking, tuning, realignment, modification or installation;
11. Equipment purchased outside of the United Kingdom;
12. Failure of leads and cables; or
13. Depreciation on laptops and laptop accessories over 18 months old and beyond economical repair

### Section 8 – Equipment Hire

Where You have paid the appropriate premium and Equipment Hire cover is shown on Your Insurance Schedule You are covered for the hire of alternative Music Equipment from a recognised reputable dealer whilst awaiting the repair or replacement of insured property and subject to an approved claim under Section 1 of this Policy.

#### What is not covered:

1. Cost of hire not authorised by Us or without Our prior consent;
2. Cost of hire where there is not a valid claim under Section 1 for loss or damage to Music Equipment;
3. Any cost of hire where evidence of hire cannot be provided. Evidence of hire can include one or more of the following:
  - a. An original sale purchase or till receipt; or
  - b. A bank or credit care statement showing evidence of hire; or
4. Any costs of hire which are greater than a normal charge through a recognised supplier of temporary equipment.

### General Exclusions Applicable to all Sections of this Insurance

The following conditions apply to the whole of this Policy. Any other conditions are shown in the Sections to which they apply.

This Policy does not provide cover for any Accidental Damage, loss or theft or any legal liability of whatsoever nature, directly or indirectly caused, contributed to, by or happening through or in the consequence of:

1. Any act of fraud or dishonesty by You or anyone acting on Your behalf;
2. War, invasion, acts of foreign enemies, hostilities (whether or not war has been declared), civil war, rebellion, revolution, insurrection, military or usurped power;
3. An Act of Terrorism;
4. Ionising radiation or contamination by radioactivity from any nuclear fuel, or from any nuclear waste from burning nuclear fuel;



5. Radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
6. Pressure waves from aircraft or other aerial devices travelling at supersonic speeds; or
7. Suicide or attempted suicide, intentional self-injury or deliberate exposure to unusual danger (except in an attempt to save life), or Your own criminal act, You being under the influence of alcohol or drugs, or suffering from mental sickness, nervous anxiety, depression, emotional disorders or stress related conditions or complaints (even if the mental sickness, nervous anxiety, depression or stress related conditions or complaints arose out of a physical Accident or Bodily Injury;
8. Any loss, injury, damage, illness, death or legal liability arising directly or indirectly from, or consisting of the failure or fear of failure or inability of any equipment or any computer program, whether or not you own it, to recognise or to correctly interpret or process any date as its true calendar date, or to continue to function correctly beyond that date

## HOW TO MAKE A CLAIM

Please read the Claims Notification below, next, provide details of Your claim and obtain a claim form by either telephone:

**+44 (0)800 668 1112,**

or email: [musicclaims@woodgate-clark.co.uk](mailto:musicclaims@woodgate-clark.co.uk).

No claim shall be payable unless the terms of this condition have been complied with.

## CLAIMS NOTIFICATION

If an event giving rise to a claim under this insurance occurs You shall:

- 1) Notify Us as stated in 'How to make a claim' as follows:
  - (a) Submit a completed claim form within 30 days of the date of the incident occurring;
  - (b) Within 7 days of the date of loss for any claim in respect of riot, civil commotion, strikers or locked out workers.

## CLAIMS CONTROL

- 1) If an event giving rise to a claim under this Insurance occurs You shall:
  - (a) take immediate action to minimise the loss, destruction, damage, injury, illness or disease;
  - (b) pass every letter, claim, writ, summons and process to us immediately upon receipt.
- 2) We shall have sole control of all claims procedures and settlements.
- 3) No admission, offer, promise, payment, or indemnity shall be made or given by you or on your behalf without our written consent.
- 4) On the happening of an event which gives rise to a claim We or any person authorised by Us may without thereby incurring any liability or diminishing any of Our rights under this insurance enter, take or keep possession of the premises where the event occurred and may take possession of or require to be delivered to them any property insured and deal with such property for all

reasonable purpose and in any manner.

- 5) If You or anyone acting on Your behalf does not comply with our requirements or hinders or obstructs Us in carrying out any of the above mentioned acts then all benefit under this insurance shall be forfeited.
- 6) No property may be abandoned to Us.
- 7) We may, at any time, at Our sole discretion pay to You the maximum sum payable hereunder or any lesser sums for which any claim or claims can be settled. We shall not be under any further liability except for payment of costs and expenses which may have been incurred prior to such payment provided that in the event of a claim or series of claims resulting in Your liability to pay a sum in excess of the Sum Insured for such costs and expenses shall not exceed an amount being in the same proportion as Our payment to you bears to the total payment made by You or on Your behalf in settlement of the claim or claims.

## CLAIMS CONDITIONS

- 1) If an event giving rise to a claim under this Insurance occurs You shall:
  - (a) ensure the police are notified in respect of malicious damage &/or theft incidents as soon as reasonably practicable and certainly within 24 hours of discovery. A police or crime reference number must also be obtained;
  - (b) provide Us with all proofs and information in relation to a claim that We may reasonably require together with (if required) a statutory declaration of the truth of the claim and any connected matters.
- 2) If at the time of any loss, damage or liability arising hereunder there is any other insurance covering the same loss, damage or liability We will pay only our rateable proportion.
- 4) You must exercise reasonable care to prevent accident, injury, loss or damage and at all times act as if uninsured.
- 5) The due observance and fulfilment of all terms and conditions of this Insurance by You, or anyone acting on Your behalf insofar as they relate to anything to be done or complied with by You or anyone acting on Your behalf shall be a condition precedent to our liability to make any payment under this Insurance.
- 6) You shall reimburse to Us any expenses not covered by this insurance, which are incurred by Us on Your behalf.
- 7) If You or any person acting on Your behalf shall make any claim or statement knowing the same to be false or fraudulent as regards the amount or otherwise, then this Insurance shall become void and all claims hereunder shall be forfeited.
- 8) All claims arising under this insurance shall be governed by the law of England and Wales whose Courts alone shall have jurisdiction in any dispute arising hereunder.
- 9) No refund of premium is allowed following the date of issue of this insurance, unless Your Insure4Music insurance is cancelled within 14 days of purchase in accordance with the Insure4Music 14 day money back provision and no claims, losses or incidents have occurred.

## CONDITIONS

**Consumer Insurance Act** – You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act to take care to supply accurate and complete answers to all the questions in the declaration and to make sure that all information supplied is true and correct. You must tell us of any changes to the answers you have given as soon as possible. Failure to advise us of a change to your answers may mean that your policy is invalid and that it does not operate in the event of a claim.

**Reasonable Care** -You must take all reasonable care to prevent any accidental damage, malicious damage, theft or loss and keep your Music Equipment and the home in a good state of repair and condition. You must take all reasonable care to comply with all statutory obligations and regulations imposed by any statutory, regulatory, or government authority.

**Salvage** - Following a valid claim, We may, without incurring any further liability and without diminishing Your right to rely on any condition of this Insurance, take and keep possession of any of the Music Equipment insured under Section 1 and to deal with salvage in a reasonable manner, but You may not abandon any property insured to Us.

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

**Under Insurance** - A proportionate reduction in any claims settlement will be made should you under insure (i.e. the insured value you have chosen is less than the indemnity value of the Music Equipment).

### Automatic Reinstatement of the Sum Insured following Loss or Damage

In the event of damage to the property insured the Sum Insured will be automatically reinstated from the date of the damage unless You have written to Us or We have written to You, to the contrary. In accordance with the automatic reinstatement of the Sum Insured You will undertake to pay the necessary premium as We may require for such reinstatement from that date.

## COMPLAINTS PROCEDURE

If you have a complaint, please address it to:

Complaints Department,  
Insure4Music,  
The Royals,  
Altrincham Road,  
Manchester  
M22 4BJ,

Telephone **+44 (0)8000 469 859**

Email: **complaints@thejrwwgroup.co.uk**

If your complaint is not resolved or you are not happy with our response and the course of action proposed, you may refer the matter to Complaints Department, Lloyd's, One Lime Street, London EC3M 7HA , telephone **+44 (0)20 7327 5693** or

email **complaints@lloyds.com**.

It may be that you have access to the Financial Ombudsman Service if you are still not satisfied with Lloyd's response to your complaint. For further information on your eligibility please visit: **www.financial-ombudsman.org.uk** or contact us. All referrals to the Financial Ombudsman must take place within 6 months of the date of your last correspondence with Insure4Music in relation to the complaint.

To refer a complaint to the Financial Ombudsman Service then either call **+44 (0)300 123 9 123** or visit

**www.financial-ombudsman.org.uk/consumer/complaints.htm** to download a complaints form.

## Data Protection Act 1998

It is understood by You that any information provided to Us regarding You will be processed by Us, in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling of claims, if any, which may necessitate providing such information to third parties.

## Sanction Limitation and Exclusion Clause

We shall not provide cover nor shall We be liable to pay any claim or provide any benefit hereunder 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 the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

## SEVERAL LIABILITY NOTICE

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



The Royals, Altrincham Road, Manchester M22 4BJ

**Telephone:** 08000 469 859

**email:** [admin@Insure4Music.co.uk](mailto:admin@Insure4Music.co.uk)

**[www.Insure4Music.co.uk](http://www.Insure4Music.co.uk)**