



(((insure4music)))

INSURANCE BOOKLET

Thank you for choosing Insure4Music.

Insure4Music is a trading name of JRW Group Services Ltd which is authorised and regulated by the Financial Conduct Authority.

We have tried to make this document easy to read. However, we have still had to use some words that have a special meaning these are listed and explained in 'definitions'. From now on wherever a word with a definition is used it will be printed in bold type.

The next few pages give **You** a summary of the main policy benefits and terms and conditions, known as the **Policy Summary (KeyFacts)** and therefore does not contain the full terms which can be found further in this insurance booklet.



keyfacts

INSURE4MUSICSUMMARY

NAME OF THE UNDERWRITER

Accelerate Underwriting Ltd on behalf of Royal & Sun Alliance Insurance PLC.

TYPE OF INSURANCE AND COVER

This Insurance can provide cover 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 (optional)
- Section 2 - Public Liability (optional)
- Section 3 - Professional Indemnity (only available if section 2 Public Liability is selected)
- Section 4 - Personal Accident (optional)
- Section 5 - Dental Treatment (only available if section 4 Personal Accident is selected)
- Section 6 - Loss of Earnings (only available if section 1 Music Equipment is selected)
- Section 7 - Equipment Breakdown (only available if section 1 Music Equipment is selected)
- Section 8 - Equipment Hire (only available if section 1 Music Equipment is selected)

STANDARD FEATURES AND BENEFITS

| Section | Significant Features & Benefits | Significant or Unusual Exclusions or Limitations |
|--|---|--|
| Section 1 Music Equipment | <ul style="list-style-type: none"> Provides cover for theft, loss and damage to Music Equipment up to the limit defined in Your Insurance Schedule. | <ul style="list-style-type: none"> Please see 'What is not covered' in the policy wording The amount of the Excess Any loss, theft or damage to equipment which is hired, loaned or entrusted to You Loss or theft of any Music Equipment left unattended unless the loss or theft shows evidence of forcible and violent entry/exit to or from any premises, locker or other similar place of storage Music Equipment more specifically insured elsewhere. |
| Section 2 Public Liability | <ul style="list-style-type: none"> Indemnity for third party Bodily Injury and third party Property Damage up to the limit defined in Your Insurance Schedule. | <ul style="list-style-type: none"> Please see 'What is not covered' in the policy wording Bodily Injury to Your employees or members of Your immediate family Liability arising from any breach of copyright. |
| Section 3 Professional Indemnity | <ul style="list-style-type: none"> Indemnity for compensation sought following negligent act, error or omission in respect of advice or services provided for which you have received a fee in consideration up to the limit defined in Your Insurance Schedule. | <ul style="list-style-type: none"> Any claims made or threatened or in any way intimidated prior to the inception date of the insurance. |
| Section 4 Personal Accident | <ul style="list-style-type: none"> Provides cover for accidental death, loss of limbs, permanent loss of sight, partial loss of sight and permanent total disability up to the limit defined in Your Insurance Schedule. | <ul style="list-style-type: none"> Any accidents unless directly resulting from the use of musical, entertainment, sound or lighting equipment Accidental Bodily Injury to any person aged under 16 or over 85 Permanent Total Disablement to any person over 65. |
| Section 5 Dental Treatment | <ul style="list-style-type: none"> Accidental Dental Injury up to the sum insured noted in Your Insurance Schedule. | <ul style="list-style-type: none"> Please see 'What is not covered' in the policy wording Any Excess detailed in the Insurance Schedule Self-inflicted injury Cosmetic or plastic surgery unless necessitated by a Dental Injury occurring whilst during the Period of Insurance. |
| Section 6 Loss of Earnings | <ul style="list-style-type: none"> Loss of earnings noted in Your Insurance Schedule following an Accident. | <ul style="list-style-type: none"> Please see 'What is not covered' in the policy wording Any Excess detailed in the Insurance Schedule Any loss of earnings resulting from any pre-existing defect or infirmity at the time of an Accident. |
| Section 7 Equipment Breakdown | <ul style="list-style-type: none"> Failure of Music Equipment as a result of: <ul style="list-style-type: none"> Mechanical, constructional, elec-tronic or electrical breakdown Derangement or a defect in operation Cost of transportation to and from any appointed repairer. | <ul style="list-style-type: none"> Please see 'What is not covered' in the policy wording Any Excess detailed in the Insurance Schedule Electronic equipment over seven years old from the date of manufacturer Any equipment already covered under a manufacturer's warranty. |
| Section 8 Equipment Hire | <ul style="list-style-type: none"> Indemnity for hire of Music Equipment following a loss under Section 1 (Music Equipment). | <ul style="list-style-type: none"> Please see 'What is not covered' in the policy wording The amount of the Excess Any claim where there is not a valid claim under Section 3 for loss or damage to Music Equipment. |

PERIOD OF INSURANCE

The **Period of Insurance** as stated in **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 Insure4Music within 14 days of issue. On condition that no claims have been made or are pending a full refund will be available.

There after **You** may cancel the **Policy** at any time by informing Insure4Music however no refund of premium will be payable.

OUR RIGHT TO CANCEL

We may at any time cancel any 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 or report an incident that could give rise to a claim under this insurance please contact:

- **Telephone: +44 (0)800 112 4054**
- Post: Music Insurance Claims Department, Davies Group, PO BOX 2801, Hanley, Stoke on Trent, ST4 5DN
- Email: newclaim.insure4music@davies-group.com

OUR COMPLAINTS PROCEDURE

We are proud of the service that **We** provide and of **Our** careful selection of intermediaries **We** trust to service the **Policy**. Occasionally, things may go wrong and if this happens **We** have a procedure in place to fully investigate **Your** complaint and where appropriate, to make changes to prevent a recurrence.

- If **You** are unhappy with any element of the cover **We** provide or any aspect of **Our** service or have a cause for complaint, please, in the first instance, contact Insure4Music.
- If **You** still have cause for complaint then contact The Managing Director, Accelerate Underwriting Limited, 3rd Floor, News Building, 3 London Bridge Street, London, SE1 9SG.
- If In the unlikely event that **Your** concerns have not been resolved, **Your** complaint will be referred to **Our** customer relations team who will arrange for an investigation on behalf of **Our** Chief Executive. Their contact details are as follows: RSA Customer Relations Team, PO Box 255, Wymondham, NR18 8DP or email crt.halifax@uk.rsagroup.com
- Complaints that still cannot be resolved may be referred to the Financial Ombudsmen Service: Financial Ombudsmen Service, Exchange Tower, Harbour Exchange Square, London, E14 9SR.

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

We are covered by the FSCS. If **We** are unable to meet **Our** financial obligations **You** may be entitled to Compensation from the scheme, depending on the type of insurance and the circumstances of the Claim.

For this type of insurance 90% of **Your** Claim is covered, without any upper limit. Further information about Compensation scheme arrangements is available at www.fscs.org.uk, and on 020 7741 4100, or 0800 678 1100.

INSURE4MUSIC POLICY WORDING

Effected with Accelerate Underwriting Ltd on behalf of Royal and Sun Alliance PLC by JRW Group Services Ltd, The Royals, Altrincham Road, Manchester M22 4BJ.

If the Insured 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.

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

- This part of the document provides details of **Your Policy** and the terms and conditions that apply. The **Policy** is a legal contract between **You** and **Us**. The **Policy** wording and **Insurance Schedule** make one document and must be read together. Please keep them together
- The contract is based on the information **You** gave **Us** when **You** applied for the insurance
- **Your Policy** is in two parts – this **Policy** wording and the **Insurance Schedule**:

| Policy | Schedule |
|--|--|
| <ul style="list-style-type: none"> • Exactly what is covered and what isn't • How to make a Claim and how We will settle that Claim • Our obligations to You • The terms and conditions You must comply with | <ul style="list-style-type: none"> • The sections of the Policy that apply to You and the dates from which cover is in force • The various limits and sums insured that apply to Your cover • Any special terms that apply to Your Policy • Your Premium • Your Policy number |

Our part of the contract is that **We** will provide the cover set out in this **Policy** wording:

- for those sections which are shown on **Your Insurance Schedule**
- for the insurance period set out on the same **Insurance Schedule**.

Your part of the contract is:

- **You** must pay the Premium as shown on **Your Insurance Schedule** for each insurance period
- **You** must comply with all the terms and conditions set out in this **Policy**.

If **You** do not meet **Your** part of the contract, **We** may turn down a Claim, increase the Premium or **You** may find that **You** do not have any cover.

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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 and Exclusions:** Conditions and exclusions will apply to individual sections of the Insurance while general exclusions and conditions will apply to the whole Insurance.
- **Limits:** All sections have limits on the amount **We** will pay under that section. Some sections also include inner limits for example for one item.
- **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 Music Equipment** 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 as detailed in **Your** right to cancel'.

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 individuals who are musicians and resident in the **United Kingdom**.

CLAIMS

HOW TO MAKE A CLAIM

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

1. Notify Davies Group as stated in 'How to make a claim' as follows:
 - a. 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.

Give details of **Your** claim by either:

- **Telephone: +44 (0)800 112 4054**
- Post: Music Insurance Claims Department, Davies Group, PO BOX 2801, Hanley, Stoke on Trent, ST4 5DN
- Email: newclaim.insure4music@davies-group.com

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

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. 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**.
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 or Limit of Indemnity **Our** liability 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

These are the claims conditions **You** will need to keep to as **Your** part of this contract. If **You** do not, a claim may be rejected or payment could be reduced. In some circumstances **Your** policy might be invalid.

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 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
 - c. Where appropriate, in the event of a claim a medical adviser or advisers appointed by **Us** shall be allowed to examine **You** as often as **We** deem it necessary
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.
3. 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.
4. In the event of claims in respect of Third Party Property Damage:
 - a. **You** shall substantiate that the damage occurred
 - b. The Claim shall be presented in the first instance to the Third Party's own insurers with a request that payment shall be made under any other Insurance which may be in operation. If no such Insurance shall be in force or if such request be refused, **You** must obtain written confirmation of such from the Third Party and submit it with full information to **Us**

- c. There is satisfactory evidence of the damage being **Your** responsibility and that settlement shall be considered without legal liability or negligence being proven.
5. In the event of a claim a medical practitioner or advisers appointed by **Us** shall be allowed to examine **You** as often as **We** deem it necessary.

IMPORTANT INFORMATION

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.

KEEPING US INFORMED

This **Policy** is based on the information **You** have given **Us** about **You**. It is important **You** let us know within 30 days of changes that affect what **You** have told **Us**.

If **You** fail to disclose all relevant information or makes a misrepresentation, **We** may void the **Policy** or reduce the value of any claim payment.

YOUR RIGHT TO CANCEL

If **You** decide that for any reason, this **Policy** does not meet **Your** insurance needs then please return it to Insure4Music within 14 days of issue. On condition that no claims have been made or are pending a full refund will be available.

There after **You** may cancel the **Policy** at any time by informing Insure4Music however no refund of premium will be payable.

OUR RIGHT TO CANCEL

We may at any time cancel any 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.

GOVERNING LAW

Unless some other law is agreed in writing, this **Policy** is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the UK in which **Your** main residence is situated.

DATA PROTECTION ACT 1998

Please note that any information provided to **Us** will be processed by **Us** and **Our** agents in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties. **We** may also send the information in confidence for process to other companies acting on their instructions including those located outside the European Economic Area.

DEFINITIONS

This part of the **Policy** sets out the words which have a special meaning. Each word is listed with the meaning explained below and is printed in Bold Type whenever it appears in the **Policy, Insurance Schedule** and endorsements.

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.

Bodily Injury

Injury to the body caused by accidental, violent, visible and external means.

Collections

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

- 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(s)

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 first part or amount **You** will be responsible for paying in the event of a claim.

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:

1. A house of standard construction built of brick, stone or concrete with a slate, tiles or multi layered roof
2. 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.

Loss of Limb(s)

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 Activity

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

Music Equipment

Equipment used directly in connection with the **Music Activity** including audio and visual equipment, instruments, clothing, accessories,

baggage, and trophies up to the sum insured noted in the **Insurance Schedule**.

Period of Insurance

The period cover is effective as detailed in **Your 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.

Policy

The policy wording (along with the **Insurance Schedule**) which forms part of the legal contract between **You** and **Us**.

Territorial Limits

The territorial limits as defined in **Your Insurance Schedule**.

United Kingdom

England, Scotland, Wales, The Channel Islands, Isle of Man and Northern Ireland.

Vehicle

Any type of conveyance of goods or personnel, including a caravan or trailer, which is intended to be propelled other than by manual or animal

We/Our/Us

Royal & Sun Alliance Insurance PLC., St Mark's Court, Chart Way, Horsham, West Sussex, RH12 1XL

You/Your

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

SECTION 1 MUSIC EQUIPMENT

Provides cover for theft, loss or damage to **Music Equipment**.

WHAT IS COVERED:

We agree to pay for repair or replacement, up to the limit stated in your **Insurance Schedule**, of **Music Equipment** owned by you that has been stolen, lost or sustained accidental damage or malicious damage occurring within the **Period of Insurance** within the **Territorial Limits** detailed in the **Insurance Schedule**.

We will pay the cost of replacement as new for the lost or damaged article providing the article was not more than 3 years old (laptops not more than 18 months old) at the date of the loss and provided it was purchased new at the time. Proof will be required which can be one of the following:

1. An original sales purchase or till receipt
2. An Insurance Valuation undertaken prior to any loss or damage
3. A bank or credit card statement showing evidence of purchase.

Where proof cannot be provided or the article was more than 3 years old (laptops not more than 18 months old) or was not purchased new at the time, then **We** will deal with the claim on an **Indemnity Value** basis or cost of repair whichever the lesser. Any replacement **Music Equipment** will be supplied from a preferred supplier approved by **Us**.

If the article is proven to be beyond economical repair, a claim will be dealt with as if the article had been lost.

In the event of a claim in respect of a pair or set of articles **We** shall only be liable in respect of the value of that part of the pair or set which is lost, stolen or damaged.

Single article limits:
as stated in the **Insurance Schedule**

If the **Territorial Limits** shown in the **Insurance Schedule** are worldwide then cover will apply anywhere in the world up to 180 days in anyone **Period of Insurance**.

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.

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 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, loss or damage to **Music Equipment** whilst 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. Marring, scratching, denting or any cosmetic change which does not impair the function of the **Music Equipment**
11. Loss where the **Music Equipment** has suffered damage as a result of a manufacturing fault which is still covered under a manufacturing warranty
12. Theft of **Music Equipment** whilst outside of the UK unless worldwide is shown on **Your Insurance Schedule**,
13. 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

14. Theft or malicious damage of **Music Equipment** where a crime reference number cannot be provided
15. Unexplained theft
16. **Accidental Damage** to any leads, cables, strings, reeds and/or drumheads.

SECTION 2 - PERSONAL LIABILITY

Provides indemnity for third party **Bodily Injury** and third party property damage.

WHAT IS COVERED

We will indemnify **You** up to the limit stated in the **Insurance Schedule** (which is inclusive of all costs and expenses) against legal liability for:

1. **Bodily Injury** to any third parties
2. Damage to property belonging to others

arising from an **Accident** from **Your** use or ownership of music, entertainment, sound or lighting equipment occurring during **Period of Insurance** within the **Territorial Limits**.

If the **Territorial Limits** shown in the **Insurance Schedule** are worldwide then cover will apply anywhere in the world up to 180 days in anyone **Period of Insurance**.

WHAT IS NOT COVERED

1. The amount of the **Excess** in respect of damage belonging to others
2. Liability arising from any breach of copyright
3. Liability to any of your employees
4. Liability to a member of **Your** immediate family (spouse, children, parents, siblings and their families)
5. Any property belonging to **You** or in **Your** care, custody or control
6. Any wilful, malicious or unlawful act
7. Liability where **You** are entitled to indemnity from another more specific source
8. Any liability arising from a contract or agreement unless **You** would have been liable in the absence of such contract or agreement
9. Punitive, exemplary or aggravated damages
10. Liability arising out of the ownership or use of land or building, animals, firearms or weapons
11. Liability arising out of the ownership, possession or use of Vehicles, aircraft or watercraft
12. Liability arising out of the influence of intoxicating liquor or drugs.
13. Any form of performance, surety, credit or financial guarantee
14. Economic or pecuniary loss where no personal injury or damage to tangible property occurs
15. Any liability to pay any trading debts
16. 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
17. Liability where **You** are entitled to indemnity from another more specific source
18. Any liability not involving the use of musical, entertainment, sound or lighting equipment
19. Liability as a result of **Your** insolvency, bankruptcy or liquidation
20. Liability arising from the sale or supply of goods by or on behalf of **You**.

SECTION 3 – PROFESSIONAL INDEMNITY

Provides indemnity for Compensation sought following negligent act, error or omission in respect of advice or services provided for which you have received a fee in consideration up to the limit defined in your **Insurance Schedule**.

This section of the Insurance is a claims made wording. It only covers Claims made against the Insured and notified to **Us** during the **Period of Insurance**. However, provided the Insured gives **Us** notice in writing of any facts that might give rise to a Claim against the Insured, as soon as was reasonably practicable after the Insured became aware of those facts and before the expiry date of this insurance, then this insurance may respond, notwithstanding the fact that no Claim has actually been made against the Insured prior to the expiry date.

WHAT IS COVERED

1. **We** will indemnify the Insured against any Claim or Claims (including all legal costs and expenses which the Insured shall become liable to the claimant) up to but not exceeding in the aggregate for all Claims under this Insurance, 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 the Insured's legal liability arising from negligent acts, errors or omissions whenever or wherever committed or alleged to have been committed in connection with the **Music Activity**, provided that the Claim or Claims are:
 - a. Made against the Insured during the **Period of Insurance** specified in the **Insurance Schedule** and
 - b. Notified as soon as possible in writing to **Us** by the Insured during the **Period of Insurance**
 - c. Arising out of any act, error or omission which occurred subsequent to the retroactive date specified in the **Insurance Schedule**
 - d. Arising out of any acts, errors or omissions occurring in the **Territorial Limits** stated in **Your Insurance Schedule**.
2. **We** will indemnify the Insured 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**.
3. The liability of **Us** under this insurance in respect of any one Claim or aggregate for all Claims in any one **Period of Insurance** shall not exceed the limit of liability specified in the **Insurance Schedule**.
4. **We** will pay all costs, fees and expenses incurred with the prior consent of **Us** by the Insured in the defence of settlement of a Claim or Claims made against the Insured but not exceeding in total the limit of indemnity referred to in the **Insurance Schedule**.

If the **Territorial Limits** shown in the **Insurance Schedule** are worldwide then cover will apply anywhere in the world up to 180 days in anyone **Period of Insurance**.

WHAT IS NOT COVERED

1. Any liability directly or indirectly arising out of Personal Injury to any employee of the Insured arising out of or in the course of employment in the Insured's Business.
2. This Insurance does not indemnify the Insured against 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 of which the Insured had become aware prior to the insurance inception and which the Insured or a reasonable person of the Insured's profession would at any time prior to the insurance inception have considered may give rise to a Claim or Claim(s).
3. Claims brought about or contributed to by any dishonest, fraudulent, criminal or malicious act or omission of the Insured or of any person at any time employed by the Insured.
4. Claims arising from the conduct of any business not conducted for the benefit of or on behalf of the Insured named in the **Insurance Schedule**.
5. Claims as a result of the insolvency, bankruptcy or liquidation as the case may be of the Insured.
6. Claims arising from the sale or supply of goods by or on behalf of the Insured.
7. Any wilful, malicious or unlawful act
8. Liability to pay:
 - a. liquidated, punitive, exemplary or aggravated damages
 - b. any fines and/or penalties imposed by law
 - c. any trading debts.
9. Liability of the Insured or any principal of the Insured arising solely from the duties of the Insured or such principals as a director or legal officer of any company
10. Liability arising from any breach of copyright
11. Claims to any of **Your** employees or immediate family (spouse, children, parents, siblings and their families)
12. Liability arising out of the use, ownership, possession of land or buildings, animals, firearms or weapons
13. Liability 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
14. Liability as a result of **Your** insolvency, bankruptcy or liquidation as the case may be

15. Any form of performance, surety, credit or financial guarantee
16. Economic or pecuniary loss where no personal injury or damage to tangible property occurs
17. 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
18. Property damage to any property belonging to **You** or is in **Your** custody, care or control
19. Liability where **You** are entitled to indemnity from another more specific source
20. Liability not involving the use of musical, entertainment, sound or lighting equipment
21. Liability arising from a contract or agreement unless **You** would have been liable in the absence of such contract or agreement
22. Liability arising out of the influence of intoxicating liquor or drugs.

SECTION 4 - PERSONAL ACCIDENT

Provides cover for accidental death, loss of limbs, permanent loss of sight, partial loss of sight, and permanent total disability.

DEFINITIONS

For the purposes of this section the following definition applies. Each word is listed with the meaning explained below and is printed in CAPITALS whenever it appears in this section.

BODILY INJURY

Identifiable physical injury to **Your** body.

WHAT IS COVERED

BODILY INJURY caused by an **Accident** from **Your** use of music, entertainment, sound or lighting equipment within the **Period of Insurance** occurring within the **Territorial Limits** which shall solely and independently of any other cause within 180 days result in:

1. **Your** death
2. Loss of one or more of **Your** limbs by physical separation at or above the wrist or ankle
3. The total irrecoverable loss of sight of both eyes as measured by the Snellen scale
4. The total irrecoverable loss of sight of one eye or the partial irrecoverable loss of sight of one or both eyes as measured by the Snellen scale. Partial irrecoverable loss of sight shall be deemed to be the loss of 50% or more of vision of one eye
5. **Permanent Total Disablement** that prevents **You** from engaging in any occupation.

If the **Territorial Limits** shown in the **Insurance Schedule** are worldwide then cover will apply anywhere in the world up to 180 days in anyone **Period of Insurance**.

We shall pay to **You** or **Your** heirs and executors the amount stated in the **Insurance Schedule** applicable to each item.

Note: For persons under 18 years of age the death benefit is limited to £1,000.

For persons aged 80 and over benefits 1 - 4 are limited to £5,000 and there is no cover under 5. **We** shall not pay for more than one lump sum benefit under this Section.

WHAT IS NOT COVERED

1. Any claim where at the time of taking out this insurance **You** were aware of any medical condition or set of circumstances that could reasonably be expected to give rise to a claim
2. Accidental **Bodily Injury** to any person aged under 16 or over 85
3. **Permanent Total Disablement** benefit to any person over 65
4. Any wilful exposure to risk (other than in an attempt to save human life)
5. Claims arising directly or indirectly from any manual work in connection with a profession, business or trade, or flying (except whilst travelling as a passenger in a fully licensed multi-engined passenger carrying aircraft)
6. Suicide or attempted suicide, intentional self-injury
7. Claims arising directly or indirectly from the effects of intoxicating liquors or drugs
8. Accidents arising directly or indirectly from motor cycling, as either driver or passenger, unless the driver holds a current licence permitting him/her to ride the motor cycle
9. Any pre-existing defect, infirmity, sickness or disease at the time of the **Accident**
10. Any claim arising from medical or surgical treatment (unless rendered necessary by accidental bodily injury which is covered by this insurance).

CONDITIONS

1. Payment of permanent disability benefit shall be made on certification by a medical referee that **You** are totally disabled from engaging in any gainful occupation for 12 months and at the end of that time **You** are beyond hope of improvement.
2. **We** shall not pay for more than one lump sum benefit under this Section.

SECTION 5 – DENTAL TREATMENT

Provides cover in respect of accidental **Dental Injury**.

WHAT IS COVERED:

We will pay **You** the amount stated in **Your Insurance Schedule** if at any time **You** are involved in an **Accident** within the **Territorial Limits** 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:

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

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

If the **Territorial Limits** shown in the **Insurance Schedule** are worldwide then cover will apply anywhere in the world up to 180 days in anyone **Period of Insurance**.

WHAT IS NOT COVERED:

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

SECTION 6 – LOSS OF EARNINGS

Provides cover for loss of earnings following an **Accident**.

DEFINITIONS

For the purposes of this section the following definition applies. Each word is listed with the meaning explained below and is printed in CAPITALS whenever it appears in this section.

BODILY INJURY

Identifiable physical injury to **Your** body.

WHAT IS COVERED:

BODILY INJURY caused by an **Accident** from **Your** use of music, entertainment, sound or lighting equipment within the **Period of Insurance** within the **Territorial Limits** which entirely prevents **You** from attending to **Your** usual profession, business or occupation up to the sums insured specified in the **Insurance Schedule** or 75% of pre **Accident** earning, whichever is the lesser. The maximum benefit period **We** shall pay is 52 weeks after the date of the **Accident**.

If the **Territorial Limits** shown in the **Insurance Schedule** are worldwide then cover will apply anywhere in the world up to 180 days in anyone **Period of Insurance**.

WHAT IS NOT COVERED:

1. The amount of the **Excess**;
2. Any loss of earnings resulting from any pre-existing defect or infirmity at the time of an **Accident**
3. Any wilful exposure to risk (other than in an attempt to save human life)
4. Claims arising directly or indirectly from the effects of intoxicating liquors or drugs
5. Any **Accident** outside of the **Territorial Limits** shown in the **Insurance Schedule**
6. Any self-inflicted injury
7. Cosmetic or plastic surgery unless necessitated by an **Accident** occurring during the **Period of Insurance**
8. Accidental **Bodily Injury** to any person aged under 16 or over 85
9. Any broken bones.

SECTION 7 – EQUIPMENT BREAKDOWN

Provides cover in respect of failure of **Your Music Equipment**

WHAT IS COVERED:

Failure of the **Music Equipment** within the **Period of Insurance** occurring within the **Territorial Limits** as a result of:

1. Mechanical, constructional, electronic or electrical breakdown
2. Derangement or a defect in operation
3. 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.

If the **Territorial Limits** shown in the **Insurance Schedule** are worldwide then cover will apply anywhere in the world up to 180 days in anyone **Period of Insurance**.

WHAT IS NOT COVERED:

1. The amount of the **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 of 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
13. Depreciation on laptops and laptop accessories over 18 months old and beyond economical repair.

SECTION 8 – EQUIPMENT HIRE

Provides indemnity for hire of **Music Equipment** following a loss under Section 1 (**Music Equipment**).

WHAT IS COVERED

In the event of loss of or damage to the **Music Equipment** Insured under Section 3 **We** will pay to **You** the cost of temporary hire of equipment up to the limit stated in the **Insurance Schedule** provided always that such equipment hired shall be of a comparable kind to and not substantially better than that lost or damaged.

Provided that proof is supplied that can be one of the following:

1. An original sales purchase or till receipt
2. Bank or credit card statement showing evidence of hire.

WHAT IS NOT COVERED

1. The amount of the **Excess**
2. Any claim where there is not a valid claim under section 3 for loss or damage to **Music Equipment**.

GENERAL CONDITIONS

These are the conditions of the insurance **You** will need to meet as **Your** part of this contract. If **Your** do not a claim may be rejected or payment could be reduced. In some circumstances **Your** policy might be invalid.

1. **You** must exercise reasonable care to prevent **Accident**, injury, loss or damage and at all times act as if uninsured
2. 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.
3. **You** shall reimburse to **Us** any expenses not covered by this insurance, which are incurred by **Us** on **Your** behalf.
4. 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.
5. 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.
6. 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**).

GENERAL EXCLUSIONS

The following exclusions apply to the whole of this **Policy**. Any other exclusions 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. 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**
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
7. Acquired Immune Deficiency Syndrome (AIDS) or its pathogenic agents
8. 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**)
9. 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
10. Consequence of or in any way involving reckless disregard and/or wilful breach of duty of any kind
11. Any claims brought against the **You** in any country or jurisdiction outside of the **United Kingdom**
12. Directly or indirectly relating to asbestos including but not limited to mental injury or fear of suffering **Bodily Injury**, death, disease or illness
13. Claims arising out of the discharge, dispersal, release or escape of smoke, vapours, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, but this exclusion does not apply if such discharge, dispersal, release or escape is caused by a sudden unexpected and unintended happening. It is further agreed that expenses for the prevention of any contamination or pollution shall also form part of this exclusion and shall not be recoverable under this Insurance
14. Loss or damage caused by delay, wear and tear, moth, vermin, atmospheric or climatic conditions, manufacturing fault, inherent defect, deterioration or mechanical derangement of any kind
15. Loss due to confiscation, detention by Customs or other authority.

SANCTION LIMITATION AND EXCLUSION CLAUSE

We shall not provide cover nor shall they 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 the Underwriters 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.

COMPLAINTS PROCEDURE

Our commitment to customer service

We are committed to going the extra mile for **Our** customers. If **You** believe that **We** have not delivered the service **You** expected, **We** want to hear from **You** so that **We** can try to put things right. **We** take all complaints seriously and following the steps below will help **Us** understand **Your** concerns and give **You** a fair response.

If **You** are unhappy with any element of the cover **We** provide or any aspect of **Our** service or have a cause for complaint, please, in the first instance, contact Insure4Music.

| Step | Detail |
|------|---|
| 1 | <p>If You have cause for complaint, then contact:</p> <ul style="list-style-type: none"> • The Managing Director, Accelerate Underwriting Limited, 3rd Floor, News Building, 3 London Bridge Street, London, SE1 9SG • A full copy of Accelerate Underwriting Ltd complaints procedure will be issued to You when Accelerate provide a written acknowledgment of Your complaint. |
| 2 | <p>In the unlikely event that Your concerns have not been resolved, Your complaint will be referred to Our Customer Relations Team who will arrange for an investigation on behalf of Our Chief Executive. Their contact details are as follows:</p> <ul style="list-style-type: none"> • Post: RSA Customer Relations Team, P O Box 255, Wymondham, NR18 8DP • Email: crt.halfax@uk.rsagroup.com |

OUR PROMISE TO YOU

We will:

- Acknowledge all complaints promptly
- Investigate quickly and thoroughly
- Keep **You** informed of progress
- Do everything possible to resolve **Your** complaint
- Use the information from **Your** complaint to proactively improve **Our** service in the future.

Once **We** have reviewed **Your** complaint **We** will issue **Our** final decision in writing within 8 weeks of the date **We** received **Your** complaint.

IF YOU ARE STILL NOT HAPPY

If **You** are still unhappy after **Our** review, or **You** have not received a written offer of resolution within 8 weeks of the date **We** received **Your** complaint, **You** may be eligible to refer **Your** case to the Financial Ombudsman Service (FOS). The FOS is an independent body that arbitrates on complaints. They can be contacted at:

- Post: Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London, E14 9SR
- Telephone: 0800 0234567 (for landline users) or 0300 1239123 (for mobile users)
- Email: complaint.info@financial-ombudsman.org.uk
- Website: www.financial-ombudsman.org.uk

You have six months from the date of **Our** final response to refer **Your** complaints to the FOS. This does not affect **Your** right to take legal action, however, the FOS will not adjudicate on any case where litigation has commenced.

THANK YOU FOR YOUR FEEDBACK

We value **Your** feedback and at the heart of **Our** brand **We** remain dedicated to treating **Our** customers as individuals and giving them the best possible service at all times. If **We** have fallen short of this promise, **We** apologise and aim to do everything possible to put things right.

THE FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)

We are covered by the FSCS. If **We** are unable to meet **Our** financial obligations **You** may be entitled to Compensation from the scheme, depending on the type of insurance and the circumstances of the Claim.

For this type of insurance 90% of **Your** Claim is covered, without any upper limit. Further information about Compensation scheme arrangements is available at www.fscs.org.uk, and on 020 7741 4100, or 0800 678 1100.

Accelerate Underwriting Limited is an Appointed Representative of Resolution Underwriting Partnership Limited, who are authorised and regulated by the Financial Conduct Authority (FRN 308113) in respect of general insurance business and is registered in England No. 05104119. Registered Office: Number One, 1 Vicarage Lane, Stratford, London, E15 4HF.

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