



Harmonic Insurance Policy Document

Introduction

Welcome to **our** Harmonic insurance policy.

Harmonic is administered by New Moon Insurance Services Limited on behalf of AmTrust Europe Limited. Please read this policy document, the **policy schedule** and any endorsements carefully to avoid any misunderstanding, to check that all details are correct and to make sure **you** have the cover **you** need.

If **you** think **we** have made a mistake, the cover does not meet **your** needs or **you** need to make a change **you** should contact **your** insurance broker, the **administrator** or **us** as soon as possible.

The **policy schedule** sets out the **sum(s) insured**. **You** must tell **us** if at any time the **sum(s) insured** shown in the **policy schedule** are not enough. If **you** don't **we** may not pay any valid claim in full.

If **your** cover needs to be changed during the **period of insurance** please let **us** know as soon as possible. **You** must tell **us** about any changes which affect the circumstances of the **insured item(s)**. If **you** don't **your** policy may not be valid.

Your policy is designed to be amended easily, and **we** will issue a new **policy schedule** or endorsement each time the policy is altered.

Our agreement: In return for **your** premium **we** will **indemnify you** in accordance with and subject to the terms and conditions of this policy document, the **policy schedule** and any endorsement **we** have issued during the **period of insurance**.

The information **you** have supplied to **us** shall form the basis of the contract in conjunction with this policy document, the **policy schedule** and any endorsements.

Signed for and on behalf of AmTrust Europe Limited

A handwritten signature in black ink, appearing to read "K. Wardell", followed by a period.

Keith Wardell
Managing Director

Please keep all of **your** policy documents in a safe place. **You** may need to refer to them if **you** need to make a claim.

Important Information

Demands and needs

Harmonic insurance meets the demands and needs of Professionals and keen amateurs who wish to insure their instruments against loss, damage and theft who are paid to play and/or those with higher value instruments.

Extent of cover

Unless stated on **your policy schedule**, cover for **your insured item(s)** is worldwide. It includes **unspecified musical accessories** up to £750. Cover is extended to include **loaned** instruments, hired instruments and borrowed instruments up to the limits shown under Section A - Cover Extensions. Where an additional premium has been paid the cover can be extended to include liability insurance under Section B.

Eligibility

The policyholder must be over 18 years of age to take out this insurance cover. A user / player of the **insured item** may be below 18 years of age and is covered by this policy so long as the policyholder is over 18 years of age and has purchased the cover.

Details supplied to **us** by **you** will form the basis of the contract in conjunction with this policy document.

Policy Definitions

The words and phrases defined below have the same meaning wherever they appear in **bold** in this policy document.

Accidental damage - Sudden and unforeseen damage to the **insured item(s)** or third party property not otherwise specifically excluded from this policy.

Administrator - New Moon Insurance Services Limited.

Bodily injury - Death or identifiable physical injury.

Indemnify - To restore **you** to the same financial position after a valid claim that **you** were in immediately prior to the valid claim.

Insured item(s) - The musical instruments, equipment or accessories detailed on **your policy schedule**.

Loaned - The temporary transfer of the **insured item** into the custody and control of another person with **your** permission.

Period of insurance - The period specified in the **policy schedule**.

Policy schedule - The document showing details of the **insured items** and any special clauses and/or terms which may apply.

Start date - The date this insurance commences as stated in the **policy schedule**.

Sum(s) insured - The maximum claim amount **we** will pay for each individual **insured item**, as shown in **your policy schedule**.

Territorial limits – Under Section A of this policy, cover shall apply worldwide unless shown otherwise on the **policy schedule**. Under Section B of this policy, cover shall apply within the European Union only and up to 30 days worldwide during any one **period of insurance** unless otherwise shown on the **policy schedule**.

Terrorism - loss, damage, cost or expense of whatever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism, regardless of any other cause or event contributing at the same time or in any other sequence to the loss. An act of terrorism means the use, or threatened use of force (including but not limited to biological, chemical or nuclear force) by any person or group of people, whether acting alone or on behalf of or in connection with any organisations or governments committed for political, religious, ideological or similar purposes including the intention to influence any government or to put the public or any section of the public in fear.

Unspecified musical accessories - cases, bows, mouthpieces, reeds, mutes or other items used to play or tune the instrument(s) insured under this policy but excluding items with an individual value of less than £10 or more than £350.

We, our, us – AmTrust Europe Limited.

You, your - The person, band, organisation or orchestra named in the **policy schedule**.

Section A – Your Property

What is Covered

We will **indemnify you** within the **territorial limits** for loss, damage or theft in accordance with and subject to the terms and conditions of this policy document during the **period of insurance** in respect of:

1. the **insured item(s)** described in the **policy schedule** and
2. **unspecified musical accessories** up to a total value of £750 per claim.

In the event of a total loss claim **we** will pay the market value up to the **sum insured**.

In the event of partial damage **we** will pay for the full cost of repairs and any depreciation in value arising directly from the damage up to but not exceeding the **sum insured**.

Evidence of Instrument Value

It is good practice to obtain written evidence of value (in pounds sterling) and proof of title of ownership for all **insured items** from a reputable valuer within the United Kingdom.

For **insured items** with an individual value in excess of £25,000 **we** will, in the event of a claim, require written evidence of value being no more than 5 years old, unless otherwise agreed by **us**.

Cover extensions

1. **Loaned** instruments: This policy subject to its terms and conditions will cover the use of **insured item(s)** up to a single item value of £25,000 whilst **loaned** to any person(s) provided they are using the **insured item** with the policyholder's permission. If **you** wish to loan an **insured item** valued over £25,000 **you** must inform **us** as additional policy terms and premium may apply. Failure to notify **us** may result in **your** claim not being paid.
2. Borrowed or additional instruments: If during the **period of insurance** **you** borrow, acquire or become responsible for additional musical instruments, which are not insured under another insurance policy, with a total value below £3,500, this **policy** will cover these items for a period of 14 days subject to **you** agreeing to pay any additional premium for their inclusion onto the **policy** after the free 14 day cover extension period. The maximum amount **we** shall pay out under this extension during any one **period of insurance** is £3,500.
3. Hired instruments: In the event of a valid claim **we** will pay for reasonable and necessary costs of hiring alternative instruments. Please note that **we** will require confirmation as to why the hiring of an instrument is required e.g. upcoming concert performance or a pupil's music teacher confirming the pupil needs the instrument for a scheduled lesson. Hiring of instruments is subject to a limit of £1,000 in any one **period of insurance**.
4. Courier and post costs: In the event of a valid claim **we** shall pay the reasonable costs of travel, post and couriering of the **insured item** to and from a repairer subject to a policy limit of £250 in any one **period of insurance**.
5. Schools and Educational premises. The policy will cover **insured items** for theft not involving forcible and violent entry and/or exit, whilst kept temporarily (for a period of less than 24 hours) within a school or educational classroom, music storeroom or similar, under the direction and instruction of the school and or educational authority.

What is Not Covered

1. The amount of the excess as specified in the **policy schedule**.
2. In respect of laptops and computer equipment **we** will not be liable for any depreciation in value if the equipment is over 18 months of age. A minimum excess of £100 shall apply to each claim involving computer equipment unless otherwise stated on **your policy schedule**.
3. Breakage of customer replaceable items including but not limited to strings, reeds and drumheads.
4. Theft from **your** unattended residence unless;
 - a. involving forcible and violent entry when all windows and external doors have been locked securely,
 - b. an approved alarm system is fitted and activated where endorsed on the **policy schedule** by **us**.
5. Theft by any person or persons to whom any **insured item** is **loaned**.
6. Unexplained theft within the **territorial limits**
7. Damage, theft or attempted theft while the **insured item** is stored at any residence which **you** rent, let or sub let to another person unless entry or exit is made using forcible and violent entry
8. Theft if the **insured item** is stored at an address that is left unoccupied for a period exceeding 60 consecutive days in any single duration.
9. **You** are not insured for theft of an **insured item** from an unattended vehicle unless **your insured item** has been concealed in a glove compartment, locked boot or other concealed internal compartment and all reasonable security

systems have been activated. Where **your insured item** is impractical to be entirely concealed you must take all reasonable steps to conceal the **insured item**.

10. Loss or damage arising from;
 - a. wear and tear, deterioration or any gradually operating cause,
 - b. inherent or latent defect,
 - c. wet or dry rot, mould, mildew, damp, fungus, rust or corrosion, insects, vermin or woodworm,
 - d. faulty design or workmanship or the use of faulty or unsuitable materials,
 - e. any process of cleaning, dyeing, maintenance, repairing, restoration or servicing,
 - f. postal or any form of transit unless the **insured item** is securely packed in a suitable protective musical instrument case, or has been packed by a professional transit or removal company,
 - g. any form of virus.
11. Loss or damage caused by;
 - a. climatic or atmospheric conditions, changes in air pressure or extremes of temperature,
 - b. effects of sunlight, fading, changes in colour, texture or finish, dampness, condensation, frost, dryness, dust, shrinkage or contamination.
12. Any and all costs for not being able to use the **insured item** or any costs other than the repair or replacement cost of the **insured item** and as provided for by the additional cover extensions outlined within this policy document.
13. Any costs incurred in matching any parts of a set or collection not involved in a claim.
14. Loss or damage arising from electronic, electrical or mechanical breakdown failure or derangement.
15. Loss or damage happening in connection with earthquake or volcanic eruption.

Section B – Public Liability

We will within the **territorial limits** and subject to the limit of liability shown in the **policy schedule** pay for accidental **bodily injury**, death, disease or **accidental damage** to any person or **accidental damage** to third party property which arises from **your** use of or ownership of musical, entertainment, sound or lighting equipment, providing **you** are a resident within the United Kingdom.

Cover extension

1. Defence and Expenses: Subject to **our** written consent in connection with any liability insured under this **policy** the total amount payable includes reasonable defence costs and expenses incurred by **you**.

What is Not Covered

1. The first £250 of each and every claim arising from damage to third party property.
2. Liability arising from loss or damage to property which belongs to **you** or is in **your** care, custody and control.
3. Where **you** are entitled to **indemnity** from another source.
4. When punitive, exemplary or aggravated damages are awarded against **you**.
5. Liability for **bodily Injury**, loss or damage arising from or to;
 - a. **your** employees or members of **your** family, household or to their property,
 - b. arising out of ownership, possession, use or occupation of land or buildings,
 - c. arising out of the ownership, possession or use of motorised vehicles, yachts or motorised waterborne craft, airborne craft of any description, animals or firearms and weapons,
 - d. any liability not involving the use of an item of musical, entertainment, sound or lighting equipment.

Policy Exclusions Applying to Both Sections A and B

This policy does not cover:

1. Injury, loss, damage, cost or expense of any nature directly or indirectly caused by, or resulting from or in connection with any act of **terrorism**
2. Loss or damage arising from;
 - a. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel,
 - b. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or any nuclear components of such assembly,
 - c. pressure waves caused by aircraft and other aerial devices,
 - d. any chemical biological bio-chemical or electromagnetic weapon.
3. Loss or damage due to war, invasion, act of foreign enemy, hostilities (whether war be declared or not), riot, strike, civil commotion, civil war, rebellion, revolution, insurrection or military or usurped power.

4. Any costs or damage caused by the failure of any electrical or computer equipment, software, micro-controller, microchip, accessories or associated equipment, to correctly recognise and process any calendar date or time.
5. Costs or damage by confiscation or detention or nationalisation or requisition by Customs or other officials or legal authorities.
6. **We** shall not be liable for any claim in respect of loss of or damage to computer memory or other electronic memory or data storage, computer or other electronic memory, discs, memory cards or micro chips.

Special Conditions

1. **Precautions** - **You** must keep the **insured item** in a good state of repair and take all reasonable precautions to prevent accidents, theft, loss or damage.
2. **Security** - As a minimum security requirement the premises that the **insured item** is usually stored within must have locks on all entry and exit doors (a minimum of a 5 lever mortice deadlock) and windows.
3. **Change in circumstances** - **You** must tell **us** of any change of circumstance that increases the risk (examples include; change of address, purchasing a convertible vehicle). **Your insured items** may not be insured under this policy until **we** have agreed to accept the increased risk. Additional terms and conditions may apply and a premium may be charged. If **you** are not sure if a change is relevant, **you** should inform **us** and **we** will advise **you**.
4. **Our claims rights** - **We** are entitled at **our** own expense to enter into proceedings in **your** name to recover any payment made under this Policy, when **we** consider that there are rights of recovery against other parties and **you** must assist **us** when reasonably required to do so.
5. **Other insurances** - If at the time of any loss or damage there is any other insurance covering the **insured item** **we** will only pay **our** proportion of the loss.
6. **Rateable portion** - If the **sum insured** on the **insured item(s)** at the time of loss or damage are less than the cost of replacement, **you** shall be considered as being **your** own insurer for the difference and **you** shall bear a rateable share of the loss accordingly for each and every loss.
7. **Passing of interest** - When a claim is settled on a total loss basis the **insured item** shall belong to **us**. If **we** choose not to take possession of the **insured item**, **we** will not be held responsible for any disposal charges.
8. **Transfer of interest** - **We** will not be bound by any passing of **your** interest in this insurance otherwise than by death or operation of law unless and until **we** agree to accept such transfer of interest by the issue of a revised **policy schedule**.
9. **Arbitration** - If **we** accept that there is a claim under this policy but there is disagreement in respect of the amount to be paid, the disagreement will be referred by **us** to an arbitrator appointed in accordance with the current statutory provisions. In these circumstances the arbitrator's award must be made before there is any right of action against **us**.
10. **Jurisdiction** - Unless **we** agree otherwise:
 - a. the language of the policy and all communications relating to it will be English; and
 - b. all aspects of the policy, including negotiation and performance, are subject to English law and the decisions of English courts.
11. **Free reinstatement of the sum insured after a claim** - Following a claim other than where dealt with on a total loss basis the **sum insured** will automatically be reinstated without charge until the end of the current **period of insurance** provided that if **we** make a payment for depreciation in value the **sum insured** will automatically be reduced to the depreciated figure agreed between **you** and **us**. No premium will be refunded in such circumstances.

Cancellation

You have the right to cancel this policy within 14 days of the **start date** or receipt of this policy document with **your policy schedule** whichever is the latter. If **you** cancel within this 14 day cancellation period **you** will receive a full refund of any premium paid provided **you** have not made a claim. If **you** decide to cancel **you** must do so in writing to New Moon Insurance Services, Warren Court, Unit 5 and 6, Park Road, Crowborough, East Sussex, TN6 2QX quoting **your** policy number. Alternatively, if **you** purchased this policy through an insurance broker **you** should contact the broker directly. **You** must also return **your policy schedule** for cancellation. If **you** do not cancel within this period the premium becomes due, **you** may not be entitled to a refund of premium and the policy may run for its full term.

You may cancel **your** policy at any time after the 14 day period but **you** may not be entitled to a refund. The cancellation procedure does not apply to policies with duration of less than one month.

We may cancel this insurance by giving 30 days notice in writing to **you** at **your** address stated in the **policy schedule**, in which event a proportionate refund of premium will be made.

Claims

Making a claim

As soon as reasonably possible, **you** must:

1. Notify **us** at AmTrust Europe Limited, Market Square House, St James's Street, Nottingham, NG1 6FG, telephone 0115 934 9818, or **your** insurance broker if **you** have one, of any occurrence which may result in a claim and provide any further details which **we** may require. Please have **your policy schedule** to hand when contacting **us**.
2. Notify the Police:
 - a. of any loss or damage by theft, attempted theft or malicious damage,
 - b. if the property is lost whilst away from **your** normal place of residence.

You must not make any admission of liability without **our** consent and **we** are entitled to take over and conduct in **your** name any negotiations or legal action in connection with a claim under this Policy.

You must provide evidence of value and ownership or legal responsibility if requested by **us** to enable **us** to settle **your** claim.

If the **sum insured** on the **insured item(s)** at the time of loss or damage are less than the cost of replacement, **you** shall be considered as being **your** own insurer for the difference and **you** shall bear a rateable share of the loss accordingly for each and every loss.

How **we** will settle **your** claim

1. Claims will be settled in accordance with these policy terms and conditions.
2. In the event that **we** decide the **insured item** is a total loss **we** will pay the cost of replacing the item with no deduction for wear or tear or depreciation (subject to the policy **sum insured** for the item) as follows:
 - a. for property which can be replaced with a new model identical to the **insured item** or with equivalent quality and features: the catalogue price at the **start date** of the current **period of insurance**
 - b. for other property: the market value at the **start date** of the current **period of insurance**.
3. **We** may at **our** option **indemnify you** by cash payment, repair, replacement or reinstatement but **our** liability in respect of any item is limited to the **sum insured** for that item.
4. If **you** elect not to replace property which has been totally lost or destroyed, the amount payable will be the market value limited to the **sum insured** for that item.

Airline damage claims

In the event that **your insured item** suffers a loss or is stolen or damaged during air travel **you** must:

1. Report any damage or loss as soon as possible to the relevant airline staff and comply with any instructions they may give.
2. Obtain a property irregularity report or damage report from the airline.
3. Retain **your** baggage check ticket and tags.
4. Notify **us** at AmTrust Europe Limited, Market Square House, St James's Street, Nottingham, NG1 6FG, telephone 0115 934 9818, or **your** insurance broker if **you** have one, of any occurrence which may result in a claim and provide any further details which **we** may require.

Fraud

If **you** or anyone acting on **your** behalf makes any false or fraudulent claim or supports a claim by false or fraudulent document, device or statement, this policy shall be void and **you** will forfeit all rights under the policy. In such circumstances, **we** retain the right to keep the premium and to recover any sums paid by way of benefit under the policy. If **we** receive a claim under **your** policy **we** may ask **you** or any person covered under the policy to give written consent, during the claims process, for **us** to obtain specified information and material from the police and to exchange information and material with them. The purpose of these measures is to help **us** verify claims and to guard against fraud. If **you** or a covered person gives such consent **you** or the covered person will be given the opportunity to receive a copy of the information and material the police release to **us**. Should **you** or any covered person decline to give such consent **we** may in turn decline to settle the claim without the required information and material. **We** will not normally release information or material about a covered person to **you** without their consent.

Customer Service

Contact Details

New Moon Insurance Services Limited
Customer Service Manager
Warren Court, Units 5 and 6
Park Road
Crowborough
East Sussex
TN6 2QX
Tel no. 0845 072 8540 Fax. no. 0845 072 8541 Claims Tel no. 0115 934 9818
website address: www.newmooninsurance.com.

Complaints Procedure: Sales

If **you** purchased **your** policy through a broker and **you** have a complaint regarding the way in which the policy was sold, please contact **your** broker, quoting **your** policy number. If **you** purchased **your** policy directly from New Moon Insurance Services Limited and **you** have a complaint regarding the way in which the policy was sold, please contact **us** at the address given above.

Complaints Procedure: Non Sales

If **we** make a mistake **we** will try to put it right promptly. **We** will always confirm to **you** the receipt of **your** complaint within five working days and do **our** best to resolve the problem within four weeks. If **we** cannot **we** will let **you** know when an answer may be expected. If **we** have not sorted out the situation within eight weeks **we** will provide **you** with information about the Financial Ombudsman Service:

Please contact **us** at:
Managing Director
AmTrust Europe Limited
Market Square House
St James's Street
Nottingham
NG1 6FG
Telephone: 0115 941 1022 Fax: 0115 941 1316

Using **our** complaints procedure or referral to the Financial Ombudsman Services does not affect **your** legal rights.

Information About Your Insurance Providers

New Moon Insurance Services Limited administers this insurance on behalf of AmTrust Europe Limited. New Moon Insurance Services Limited is registered in England No. 6610290.

Registered Office: 5 Warren Court Park Road Crowborough East Sussex TN6 2QX.

New Moon Insurance Services Limited is authorised and regulated by the Financial Services Authority. **Our** FSA registration number is 498667.

New Moon Insurance Services Limited is an appointed representative of Herald Insurance Brokers who is registered in England No 2332789 and are authorised by the FSA under registration number 306274.

AmTrust Europe Limited are authorised by the FSA under registration number 1229676

Registered Office: Market Square House, St James's Street, Nottingham NG1 6FG

Tel: 0115 941 1022

Fax: 0115 941 1316

Email: nottingham@amtrusteu.co.uk

AmTrust Europe Limited is a Member of the Association of British Insurers.

AmTrust Europe Limited is authorised and regulated by the Financial Services Authority under firms reference number 202189.

Authorisation can be confirmed by the FSA by calling 0845 606 1234 or this can be checked by visiting the FSA website at www.fsa.gov.uk/register.

Underwriter

AmTrust Europe Limited

AmTrust Europe Limited is registered in England No. 1229676.

Registered Office: Market Square House, St James's Street, Nottingham NG1 6FG

AmTrust Europe Limited is authorised and regulated by the Financial Services Authority. Authorisation can be confirmed by the FSA by calling 0845 606 1234 or this can be checked by visiting the FSA website at www.fsa.gov.uk/register . Our FSA registration number is 202189.

Financial Services Compensation Scheme

AmTrust Europe Limited, who underwrite this insurance are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme if they cannot meet their obligations. This depends upon the type of insurance and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim. Further information is available from the Financial Services Authority or FSCS. The FSCS can be visited on the web at www.fscs.org.uk or by contacting the FSCS on 020 7892 7300.

Data Protection

The details **you** supply will be stored and used by **us**, and **our** agents to administer **your** insurance cover. **Your** personal details may be transferred outside of the EU. They will at all times be held securely and handled with the utmost care in accordance with all principles of English law. **Your** details will not be kept for longer than necessary. **We** may exchange **your** details with other insurers through various databases to help **us** check information provided and also to prevent fraudulent claims. **Your** details will not be kept for longer than necessary.

Notice to customers

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

Copies of this document are available in Braille, audio and large print on request.