

# Harmonic Insurance

POLICY DOCUMENT

UNDERWRITTEN BY



ARRANGED BY



# Contents

Introduction	<b>3</b>
- Policy information	<b>3</b>
- How Newmoon will use your data	<b>3</b>
- How Ecclesiastical will use your data	<b>3</b>
- Fraud Prevention	<b>4</b>
Claims service and contact numbers	<b>5</b>
Complaint handling procedures	<b>6</b>
The policy introduction	<b>7</b>
Definitions	<b>8</b>
General conditions	<b>9</b>
General exclusions	<b>11</b>
Claims conditions	<b>12</b>
<b>Section 1 – Musical instruments</b>	<b>14</b>
<b>Section 2 – Public liability</b>	<b>17</b>

# Introduction

## Policy information

The policy is divided into a number of sections. Your schedule will show which sections are in force and for how much you are insured.

Please read the policy and schedule carefully. If you have any queries or wish to change your cover, contact us immediately.

We will send you an updated schedule whenever the cover is changed and at each annual renewal date. The most recent schedule will provide the details of your current cover. Please retain this with your policy booklet, together with any special notices we send you about the policy.

Please also retain all other schedules so you may check what cover applied on any specific date should you need to do so.

If your needs change, please tell us.

## How Newmoon will use your data

This policy document details below insurers standard data uses, applying across their entire product range. Newmoon have provided specific instructions to insurers over the data use for our customers.

Newmoon will only contact you in relation to any product you purchase or ask for a quote from us. Newmoon will not pass any of your information to third parties other than to our insurers with the restriction that this information will only be used for issue and administration of your policy (in rare cases a loss adjuster may be appointed by insurers in the event of a claim). Your data will not be used by insurers for cross selling of other products by them or passed on to third parties except if instructed by law (all Newmoon clients have been opted out of all marketing communication by the insurer).

Your data will be held by Newmoon in the UK and we have requested that notice is given to us/you should insurers need to transfer data outside the European Economic Area.

In the setting up of your policy and in the event of a claim you will only be asked relevant information in relation to this product.

Newmoon will contact you regarding your renewal, new business, mid term adjustment etc by letter, email and phone. At inception and after payment of renewal premium or a mid term change, Newmoon will issue a revised policy documents to you.

## How Ecclesiastical will use your data

Your privacy is important to us. We will process your personal data in accordance with data protection laws.

Ecclesiastical Insurance Office plc ("**we**", "**us**", "**our**") is the data controller in respect of any personal data which you provide to us or which we hold about you and any personal data which is processed in connection with the services we provide to you.

Where you provide us with personal data about a person other than yourself (such as a dependant or named person under a policy), you must inform them that you are providing their personal data to us and refer them to this notice.

To provide our insurance related services, we will collect and process your personal data such as your name, contact details, financial information and any information which is relevant to the insurance policy we are providing. In order to provide your insurance policy or when making a claim, we may also need to collect or process 'special categories of personal data' such as information relating to your health or criminal convictions or information which is likely to reveal your religious beliefs.

We process your personal data for the purposes of offering and carrying out insurance related services to you or to an organisation or other persons which you represent. Your personal data is also used for business purposes such as fraud prevention, business management, systems development and carrying out statistical and strategic analysis.

Providing our services will involve sharing your personal data with, and obtaining information about you from, our group companies and third parties such as brokers, loss adjusters, credit reference agencies, fraud prevention agencies, our service providers and professional advisors, or business partners and our regulators.

In some circumstances we may transfer your personal data to countries outside of the European Economic Area.

We will put appropriate safeguards in place to ensure that your personal data is protected.

Where we have your consent, we may market our services to you or provide your personal data to our related companies or business partners for marketing purposes. You can opt out of marketing communications at any time by clicking on the link at the bottom of any email or by contacting us.

## Fraud Prevention

We need to carry out fraud and anti-money laundering checks, and this will involve sharing your personal data (such as your name, contact details and financial information) with credit reference and fraud prevention organisations such as the Claims and Underwriting Exchange, run by MIB. If you make a claim, we will share your personal data (to the extent necessary) with other companies including other insurers and anti-fraud organisations to prevent fraud. For the purposes of deciding whether to accept and pay a claim or any part of it, we may appoint loss adjusters or external investigation services to act on our behalf.

If false or inaccurate information is provided and fraud is identified, your personal data will be passed to fraud prevention agencies including the Insurance Fraud Register, run by the Insurance Fraud Bureau. Law enforcement agencies may access and use this information.

Please note that when carrying out any fraud prevention activities, we may need to process your special categories of data such as criminal offence information and share it with fraud prevention agencies.

## Further information

For further information on how your personal data is used and your rights in relation to your personal data please refer to our Privacy Policy at [www.ecclesiastical.com/privacypolicy](http://www.ecclesiastical.com/privacypolicy) or contact our Data Protection Officer at Benefact House, 2000, Pioneer Avenue, Gloucester Business Park, Brockworth, Gloucester, GL3 4AW, United Kingdom or on **0345 6073274** or email [compliance@ecclesiastical.com](mailto:compliance@ecclesiastical.com)

# Claims service and contact numbers

At Ecclesiastical, we like to keep claims simple.

When you claim, we'll look at your cover to see how we can best help you. We'll work swiftly, and deal with your claim fairly. If we can resolve your claim when you first contact us, we will. But if it's a little more complicated, we'll make sure you always know what's going on. We'll also give you direct access to the expert claims handler dealing with your claim, who will be able to make key decisions about your claim.

We'll take a proactive approach to protecting your interests against third party legal liability claims, and we'll always consult you before making any admission of liability.

## Claims promise

Our claims promise

- We're here to help when you need to make a new claim – 24 hours a day, 7 days a week
- You can claim by telephone, by email or online
- For new property claims we will respond quickly and within a maximum of one working day
- New personal injury claims will be reviewed and a considered response provided to you within a maximum of 3 working days
- We will give you the name and direct contact details of the specialist who is handling your claim, so you always know who to talk to for help, advice and support
- We will keep it as simple as possible, guiding and assisting you through your claim
- We have carefully chosen our suppliers, working with proven specialists to provide you with the support you need in resolving your claim
- We will pay your claim within one working day of agreeing the settlement amount
- We will defend claims made against you for personal injury robustly, where we have the evidence to do so

We will look for cover and will not hide behind the small print, paying you exactly what you are entitled to, quickly and without fuss

## Making your claim

**For new claims and enquiries about existing claims, please contact Newmoon Insurance Services within office hours from Monday to Friday 9am to 5:30pm:**

**(0)1892 280323**

**Or email on [nminfo@newmooninsurance.com](mailto:nminfo@newmooninsurance.com)**

**To make a new claim outside of office hours, please call Ecclesiastical Insurance Group:**

**0345 603 8381**

The action to be taken by the policyholder in the event of any incident which may give rise to a claim is shown in the Claims conditions.

# Complaint handling procedures

We pride ourselves on providing a first class, reliable and efficient service to all of our customers. Complaints are key to monitoring our service and wherever possible, we seek to take action to prevent recurrence of a problem.

We define a complaint as any expression of dissatisfaction, whether oral or written, and whether justified or not, about a service or activity provided by us.

If you have a complaint, please contact Newmoon Insurance in the first instance:

Newmoon Insurance Services  
Pine Grove Business Centre,  
Pine Grove,  
Crowborough,  
East Sussex,  
TN6 1DH

Telephone: +44 (0)1892 280323  
Fax: 01892 547120  
Email: [complaints@Newmooninsurance.com](mailto:complaints@Newmooninsurance.com)

Alternatively, you can complain in writing or verbally to Ecclesiastical Insurance Office at any time to:

Ecclesiastical Insurance Office plc  
Benefact House,  
2000, Pioneer Avenue,  
Gloucester Business Park,  
Brockworth, Gloucester,  
GL3 4AW, United Kingdom

Tel: 0345 777 3322  
Fax: 0345 604 4486  
Email: [complaints@ecclesiastical.com](mailto:complaints@ecclesiastical.com)

## **Ecclesiastical - Our promise to you**

We will aim to resolve your complaint within one business day. For more complex issues, we may need a little longer to investigate and we may ask you for further information to help us reach a decision.

To resolve your complaint we will:

- Investigate your complaint diligently and impartially within Ecclesiastical
- Keep you informed of the progress of the investigation
- Respond in writing to your complaint as soon as possible.

If you are not satisfied with our response, or if we have not completed our investigation within eight weeks, we will inform you of your right to take the complaint to:

The Financial Ombudsman Service  
Exchange Tower  
London E14 9SR

Tel: 0800 0 234 567  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
Web: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

This complaints handling procedure does not affect your right to take legal proceedings.

## The Financial Services Compensation Scheme

The Financial Services Compensation Scheme (FSCS) is the independent body, set up by Government, which gives you your money back if your authorised\* financial services provider is unable to meet its obligations.

The FSCS protects a range of products for both individuals and small businesses. Limits apply depending on the product you have bought. The FSCS does not charge individual consumers for using its service. The FSCS cannot help you if the firm you have done business with is still trading.

For further information on the scheme you can visit the website at:

**[www.fscs.org.uk](http://www.fscs.org.uk)**

or write to:

Financial Services Compensation Scheme  
10th Floor, Beaufort House  
15 St Botolph Street,  
London EC3A 7QU.

Tel: 0207 741 4100 or 0800 678 1100

Fax: 0207 741 4101

Email: [enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk)

\* The FSCS can only pay compensation for customers of financial services firms authorised by the PRA or the FCA.

---

## The policy introduction

This policy, its schedule, any endorsements and certificates are to be read together as one document.

**We** will insure **you** as detailed in the policy's schedule, subject to the terms and conditions of the policy, during the period of insurance shown in the schedule, provided that **you** pay the premium and **we** accept the premium.

This policy shall be governed by and construed in accordance with the laws of England and Wales unless **your** legally registered address is registered in Scotland in which case the law of Scotland shall apply. If there is any dispute as to which law applies, it shall be English law.

**We** will communicate with **you** in English at all times.

# Definitions

Words shown in bold type have the same meaning wherever they appear in this **policy**.

## **Amount insured**

means the most **we** will pay as shown in the schedule.

## **Damage**

means physical loss, destruction or damage, including theft.

## **Endorsement**

means a change to the terms of the **policy**, endorsements will be shown in the schedule.

## **Excess**

means the amount **you** must bear as the first part of each agreed claim.

## **Geographical limits**

means the geographical area shown in the schedule.

## **Insured equipment**

means any

- a. musical instrument or musical equipment or
  - b. collection of vinyl records, CD's or music related memorabilia
- specified in the schedule, which **you** own or are responsible for and which are normally kept at the address shown in the schedule.

## **Loaned**

means the temporary transfer of **insured equipment** up to the value of £25,000 into the care, custody or control of any person with **your** permission.

## **Musical accessories**

means items used to play or tune the **insured equipment** with an individual replacement value between £10 and £350. This does not include replaceable items including strings, reeds and drumheads attached to the instrument.

## **Period of insurance**

means the period when the **policy** is in force. This is shown in the schedule.

## **Policy**

means this insurance document, including the schedule and any **endorsements**.

## **United Kingdom**

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

## **We/us/our**

Means Ecclesiastical Insurance Office plc.

## **You/your**

means the insured person over 18 years of age, band, organisation or orchestra named in the schedule.

# General conditions

The following conditions apply to the whole of this **policy**.

## 1 Information about you

**We** have based this **policy** on the information provided to **us** by **you**. It is therefore important that **you** take reasonable care to provide **us** with correct information if **we** ask **you** a question.

## 2 Incorrect information

If **you** do give **us** information that is incorrect:

- a. **we** can avoid the **policy** if **you** deliberately or recklessly gave **us** incorrect information. This means **we** can treat the **policy** as if it never existed and refuse to pay all claims. **You** will have to pay back any payment **we** have already made. **We** can keep the premium; or
- b. if **you** were careless in giving **us** the information, **we** can:
  - i. avoid the **policy** if **we** would not have entered into the **policy**. This means **we** can treat the **policy** as if it never existed and refuse to pay all claims. **You** will have to pay back any payment **we** have already made. However, **we** will return the premium;
  - ii. amend the terms of the **policy** if **we** would only have entered into it on different terms if **you** had given **us** accurate information. Those terms will apply from the start of the **period of insurance**; or
  - iii. reduce the amount **we** pay for a claim if **we** would have charged a higher premium. The amount **we** pay will be the same proportion that the actual premium charged bears to the premium **we** would have charged. For example, if **we** would have charged twice the premium, **we** will pay half of any claim.

**We** may apply both **ii.** and **iii.** above.

## 3 Changes to your information

**We** will provide **you** with a document entitled 'Statement of Fact'. It is important that **you** tell **us** if any of the information in that document changes at any time. This includes any changes to the criminal record of anyone insured under the **policy**.

**We** will then let **you** know if **we** need to make any changes to the terms of the **policy** or the premium.

If **you** do not let **us** know about any changes, **we** can apply the remedies set out above in condition 2 Incorrect information.

## 4 Cancellation

### a. Your right to cancel in the cooling-off period

**You** have a right to cancel this policy for any reason within the first 14 days of the start of cover (or **your** renewal date) or the date **you** receive **your** policy documentation if this is later.

No charge will be made and any premium **you** have already paid will be refunded, provided that between the start date (or **your** renewal date) and the date that **you** cancel:

- **you** have not made a claim and
- **you** are not aware of any incidents that may give rise to a claim.

If **you** do make a claim or **you** are aware of an incident which may give rise to a claim then **you** must pay the annual premium in full.

#### **b. Your right to cancel after the cooling-off period**

If **you** do not cancel the policy within the 14 day cooling-off period mentioned above, the policy is in force and **you** are committed to pay the premium. However, **you** can still cancel the policy providing **you** tell **us**. As long as **you** have not made a claim, or are not aware of an incident which may give rise to a claim, during the current **period of insurance you** will receive a refund of the part of **your** premium which covers the cancelled period, providing this exceeds £15. If **you** have made a claim or **you** are aware of an incident that may give rise to a claim during the current **period of insurance** then **you** must pay the annual premium in full.

#### **c. Cancellation by us**

**We** can cancel the **policy** at any time by sending **you** at least 14 days' written notice by Special Delivery to **your** last known address. **We** will only cancel the **policy** for a valid reason. Valid reasons include:

- i. if **we** are legally required to cancel the **policy**; or
- ii. if anyone covered under the **policy** is imprisoned.

If **you** have not made a claim, **we** will return any premium **you** have paid for any period after the date of cancellation.

### **5 Rights of third parties**

No one who is not a party to the **policy** has any rights under it that they would not have had other than as a result of the Contracts (Rights of Third Parties) Act 1999.

### **6 Sanctions**

**We** shall not provide any cover under this **policy**, or be liable to pay any claim or provide any benefit, to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **us** to

- a. any sanction, prohibition or restriction under United Nations resolutions, or
- b. the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

If any such sanction prohibition or restriction takes effect during the **period of insurance you** or **we** may cancel that part of this **policy** which is affected with immediate effect by giving such notice in writing.

In such circumstances **we** shall return a proportionate premium for the unexpired period of cover provided no claims have been paid or are outstanding.

### **7 Multiple policyholders**

The most **we** will pay is the relevant amount shown in the schedule.

If more than one insured is named in the schedule, the total amount **we** will pay will not exceed the amount **we** would be liable to pay to any one of **you**.

**You** agree that the insured named in the schedule, or if there is more than one insured named in the schedule the first of them, is authorised to receive all notices and agree any amendments to the **policy**.

### **8 Preventing Damage**

**You** must take reasonable care to:

- a. maintain any property covered under the **policy** in good condition and repair; and
- b. prevent or minimise any **damage** that would be covered under the **policy**.

**We** will not cover any **damage** arising while **you** are not in compliance with this condition. This does not apply if **you** can prove that the non-compliance had no impact on the **damage**.

# General exclusions

This policy does not cover the following:

## 1 Other insurances

Property or liability more specifically insured under another policy.

## 2 Radioactivity

Any claim directly or indirectly due to any nuclear reaction, nuclear radiation or radioactive contamination.

## 3 War

Loss or damage directly or indirectly occasioned by happening through or in consequence of war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power.

## 4 Terrorism

### Definition specific to this exclusion

#### *Act of terrorism*

means an act including but not limited to the use of force or violence and/or the threat thereof of any person or group(s) of persons whether acting alone, or on behalf of or in connection with, any organisation(s) or government(s) committed for political, religious, ideological or similar purposes, including the intention to influence any government and/or to put the public or any section of the public in fear.

Any loss damage cost or expense directly or indirectly caused by contributed to by resulting from or arising out of or in connection with any **act of terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

This insurance also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any **act of terrorism**.

If **we** allege that by reason of this exclusion any loss, damage cost or expense is not covered by this **policy** the burden of proving the contrary shall be upon **you**.

#### *Electronic data*

Any claim where the **damage** or liability is caused electronically or digitally, including by any hack, computer virus or other form of cyber attack.

# Claims conditions

The following claims conditions apply to the whole of this **policy**.

## 1 Telling us

If **you** need to make a claim, it is important that **you** let us know as soon as possible, at the latest within 60 days. If **you** need to make a claim, please call the number on page (5).

## 2 Telling the Police

If the loss or **damage** has been caused by theft, vandalism or any illegal act, **you** must tell the police as soon as is reasonably possible.

## 3 Liability for injury or property damage

If **you** receive any letter or legal document claiming **you** are liable for causing:

- a. an injury to someone else; or
- b. damage to someone else's property;

**you** must let **us** know immediately.

## 4 Admitting liability

**We** will not cover **your** liability to anyone else if **you** admit **you** are liable, make any offer or enter into negotiations without **our** agreement.

## 5 Controlling claims

If a claim is made against **you** that is covered under the policy, **we** can take over the handling of that claim. This includes deciding on any settlement or how to defend the claim.

## 6 Providing information

- a. For any individual instruments insured for more than £25,000 **you** must provide a written valuation, this must be dated less than 5 years before the start of the **period of insurance**. **You** must provide this at **your** expense.
- b. For other items, **we** might ask **you** to provide reasonable evidence of the value of any items lost or damaged, or for any other information relating to a claim. This could include, for example, receipts, invoices, valuations or photographs as proof of ownership. **We** will pay the reasonable costs of providing any such evidence or information.

**We** can refuse to cover a claim unless **you** provide **us** with any information or evidence **we** reasonably ask for.

## 7 Damaged insured equipment

**You** must retain any **insured equipment** that has been damaged to allow **us** to inspect it.

## 8 Salvage

Where **we** have covered any property that has been damaged **we** can keep the damaged item (known as salvage). **You** cannot abandon any property to **us**.

## 9 Recovering from others

Sometimes it may be possible to recover amounts **we** have paid under the policy from a third party. **You** must provide **us** with all reasonable assistance to make a recovery. **We** will do this in **your** name but at **our** expense.

## 10 Recovered property

If **you** property is recovered after **we** pay a claim, **we** will be entitled to the ownership of the property. However, **we** will give **you** the option to buy it back from **us** within 60 days of its recovery and in such circumstances **we** will charge **you**:

- a. the amount that **we** paid for **your** claim; and
- b. any loss adjusters fees **we** paid in dealing with **your** claim; and
- c. any further expenses that **we** have incurred in recovering the property.

## 11 Fraudulent claims

If **you** or anyone entitled to cover makes a false, fraudulent or exaggerated claim:

- a. **we** will serve notice to terminate the policy with effect from the date of the fraud or false information;
- b. **we** will refuse to cover that claim and any other claim made after the date of the fraud or false information.
- c. **you** must return any payments already made by **us** relating to any claim made after the date of the fraud or false information; and
- d. **we** will retain all premiums paid.

## 12 Disagreements about claims payments

If **we** agree to cover a claim or loss, but **we** and **you** cannot agree the amount that should be paid through **our** complaints procedure, **you** can contact the Financial Ombudsman Service for help.

Alternatively, **you** can choose to use a separate arbitration process. The arbitrator will be a barrister chosen jointly by **you** and **us**. If there is a disagreement over the choice of barrister, **we** will ask the Chartered Institute of Arbitrators to decide who to appoint.

## 13 Travel by airline

Whilst travelling by airline **you** must take all reasonable action to ensure any **damage** which is the responsibility of the airline is accepted by them. This includes the following actions required by **you**:

- a. check the instrument before leaving the departure lounge;
- b. check the instrument upon arrival at **your** destination airport or transfer airport and before leaving the baggage reclaim area;
- c. notify the airline staff immediately, and before leaving the airport, of any **damage**; and
- d. comply with any instructions the airline staff give **you** including those relating to obtaining and completing a property irregularity or damage report.

## 14 Travel by other forms of public transport

If your **insured equipment** is lost whilst **you** are travelling by bus, train or other form of public transport **you** must take all reasonable action to ensure the loss is investigated by the relevant transport authority. This includes the following actions required by **you**:

- a. notify the public transport authority within 24 hours and comply with any instructions they give **you** to follow their lost property procedures;
- b. request that any CCTV footage which may be available to help the investigation is checked promptly, before it is deleted from the CCTV system.

# Section 1 – Musical instruments

## What is covered

We will insure **you** against **damage** occurring within the **geographical limits** during the **period of insurance** to **insured equipment** and **musical accessories** whilst being used or stored by **you** or whilst **loaned**.

## Additional cover

### 1. Additional instruments

We will also insure **you** against **damage** occurring within the **United Kingdom** during the **period of insurance** to any additional musical instruments not insured under any other insurance policy that **you** become legally responsible for providing that **you** tell **us** the additional value within 21 days and pay the appropriate premium. The most **we** will pay for additional musical instruments during the **period of insurance** is £3,500.

### 2. Alternative hire costs

We will also insure **you** for the necessary and reasonable cost of hiring an equivalent alternative musical instrument where **your insured equipment** is awaiting repair or replacement following **damage** for which payment has been made or liability admitted by **us** under this **policy**.

We will only pay hire costs if the instrument is required so that **you** can participate in a lesson or performance scheduled before the **damage** occurred.

The most **we** will pay for alternative hire costs during the **period of insurance** is £1,000.

### 3. Musical accessories

We will also insure **you** against **damage** to **musical accessories** occurring at any insured location during the **period of insurance** providing that payment has been made or liability admitted by **us** for **damage to your insured equipment** occurring at the same time.

The most **we** will pay for **musical accessories** is £750 for any one claim.

### 4. Transportation costs

We will also insure **you** for the necessary and reasonable costs of travel, postage or courier fees to transport **your insured equipment** to and from a repairer following **damage** for which payment has been made or liability admitted by **us** under this **policy**.

The most **we** will pay for travel, postage or courier fees during the **period of insurance** is £250

## What is not covered

We will not make any payment for:

1. the **excess** shown in the schedule.
2. **damage** to replaceable items including strings, reeds and drumheads fitted to the instrument;
3. **damage** to any computer equipment or laptop other than **insured equipment**;
4. theft from any unattended premises unless all doors and all ground and basement level opening windows and any upper floor opening windows or skylights accessible from roofs, balconies, fire escapes, canopies, downpipes and other features of the building have been securely locked and the theft involves entry to, or exit from the premises by forcible and violent means;  
This does not apply to **your insured equipment** which has been left at any school, classroom or storeroom under the direction of an educational authority or rehearsal room, concert hall, examination room or music venue under the direction of the music organiser, conductor or examiner for less than 48 hours;
5. theft by any person to whom the **insured equipment** has been **loaned**;
6. **damage** to **your insured equipment** while stored at any private residence which is rented, let or sublet by **you** to another person, unless it involves entry to, or exit from the premises by forcible and violent means;
7. **damage** to **your insured equipment** while stored at any property which has been left unoccupied for more than 60 consecutive days;
8. **damage** caused by wear and tear, rot, fungus, mould, vermin or infestation, or any gradually operating cause;
9. **damage** caused to **your insured equipment** while being worked on, maintained, repaired, inspected or cleaned;
10. **damage** occurring during transit by vehicle unless the **insured equipment** is packed securely in a protective case designed to be used with the **insured equipment** or is packed by a professional transit company;
11. **damage** caused by posting **your insured equipment** or **your musical accessories** unless packed by **you** and sent by recorded delivery or similar monitored postal service within the **geographical limits** of the **policy**.
12. **damage** caused by dryness, humidity, dampness, condensation, frost, dust, pollution, contamination, shrinkage or being exposed to light or extreme temperatures;
13. any reduction in the value of an item that has not suffered **damage** because it forms part of a pair or set;
14. **damage** to any electrical or mechanical equipment directly resulting from its own breakdown, explosion or collapse;
15. any failure by any equipment, including any hardware or software, to correctly recognise any given date or to process any data or to operate properly due to any failure to correctly recognise any given date;
16. confiscation, nationalisation, requisition or destruction of or **damage** to property by or under the order of any government or public or local authority;
17. **damage** caused to **your insured equipment** while left in any unattended vehicle, unless unattended vehicle cover is shown as included in the schedule;
18. deliberate **damage** to or neglect of **your insured equipment** by **you**, or by any person to whom the **insured equipment** has been **loaned** by **you**;
19. **damage** arising from **your** failure, or the failure by any person to whom the **insured equipment** has been **loaned** by **you**, to follow the maker's or manufacturer's guidelines and instructions for the proper care and use of **your insured equipment**;
20. any repair or replacement following **damage** that was not authorised by **us**;
21. the cost of any routine repair, inspection, maintenance, cleaning or adjustment where no **damage** has occurred;
22. any loss of use or expense incurred through not being able to use **your insured equipment** following **damage** but this clause does not apply to the cover provided under this **policy** for **alternative hire costs**;
23. **damage** arising from any manufacturing or design fault or inherent defect in **your insured equipment**;
24. **damage** arising from customisation or upgrades made to **your insured equipment**;

25. **damage** to any **insured equipment** that has been **loaned** by **you** for a fee;
26. any **insured equipment** over £25,000 which has been **loaned** without a fee unless **you** have informed **us** and **we** have agreed in writing.
27. any claim for **damage** that is not notified within 60 days of the occurrence.

## How much we will pay

**We** will pay up to the **amount insured** shown in the schedule unless limited below.

### Repair or payment

At **our** option **we** will repair or pay for any lost or damaged items on the following basis:

1. for **insured equipment** and **musical accessories** that can be economically repaired, the cost of the repairs. In the event of partial **damage to** any **insured equipment** or **musical accessories**, **we** will pay the cost of repair and any resulting depreciation in value;
2. for **insured equipment** and **musical accessories** that cannot be economically repaired, the market value of the **insured equipment** and **musical accessories** immediately prior to the **damage**.

This will be arrived at taking into account the cost to replace the item with the same item of a similar age and make.

This applies unless an alternative basis of settlement is shown in the policy schedule.

**We** will not pay more than the **amount insured** shown in the schedule for any item.

### Under insurance

If at the time of **damage**, the **amount insured** is less than 85% of the market value of the **insured equipment** and **musical accessories** immediately prior to the **damage**, the amount **we** pay will be reduced by the same proportion as the under insurance.

# Section 2 – Public liability

## Definitions used in this section

### **Costs and expenses**

1. Any reasonable legal costs and expenses incurred with **our** prior agreement to investigate, settle or defend a claim under this section; and
2. claimant's costs and expenses recoverable from **you**.

### **Injury**

means bodily or mental injury or illness, including death.

### **Property damage**

means loss of or damage to physical property.

## What is covered

**We** will cover **your** legal liability to pay damages to any other person for **injury** or **property damage** occurring during the **period of insurance** in the **United Kingdom**, where **your** liability arises as a result of **your** ownership or use of **your insured equipment** or **your musical accessories**.

**We** will also provide this cover for up to 90 days in total during the **period of insurance** outside the **United Kingdom** unless otherwise agreed by **us** in writing on the policy schedule.

## What is not covered

1. **Property damage** to property which:
  - a. belongs to **you**; or
  - b. is held in **your** care or is controlled by **you**.
2. Any liability arising from any trade, business or profession involving **you** or **your** family.
3. Injury to **you** or **your** family.
4. Any liability arising from the use, ownership or operation of any:
  - a. lift;
  - b. motor vehicles or caravans;
  - c. aircraft or flying object including drones; or
  - d. watercraft.
5. Any liability arising from breach of contract, unless **you** would have been liable if the contract did not exist.
6. Any liability for fines, penalties or damages designed to punish **you**.
7. Any liability to any employee or anyone working for **you**, other than domestic staff.

## How much we will pay

We will pay up to the limit of indemnity shown in the schedule.

All claims arising from the same accident, incident or event will be treated as one claim. **We** will only pay up to one limit of indemnity for all such claims.

Where **we** have accepted a claim under this section of the policy, **we** will also pay **costs and expenses**. These are payable in addition to the limit of indemnity, unless the claim is brought within the legal jurisdiction of the United States of America or Canada.

If a payment greater than the limit of indemnity has to be made for a claim, **our** liability for **costs and expenses** will be limited to the same proportion that the limit of indemnity bears to the amount paid.

At any stage we can pay **you** the applicable limit of indemnity or what remains after any earlier payment from that limit. Excluding any claim brought within the legal jurisdiction of the United States of America or Canada, **we** will in addition pay **costs and expenses** already incurred at the date of **our** payment. **We** will then have no further liability for those claims or their **costs and expenses**.

This contract is underwritten by:  
Ecclesiastical Insurance Office plc.

Our FCA register number is 113848.  
Our permitted business is general insurance.

**You can check this on the  
FCA's register by visiting the  
FCA's website**

**[www.fca.org.uk/register](http://www.fca.org.uk/register)**

**or by contacting the FCA on  
0800 111 6768**

If you would like this booklet in large print, braille, on audio tape or computer disc please call us on

**0345 777 3322.**

You can also tell us if you would like to always receive literature in another format.

UNDERWRITTEN BY



ARRANGED BY



Ecclesiastical Insurance Office plc (EIO) Reg. No. 24869. Registered in England at Benefact House, 2000, Pioneer Avenue, Gloucester Business Park, Brockworth, Gloucester, GL3 4AW, United Kingdom. EIO is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Firm Reference Number 113848.