



POLICY DOCUMENT



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Welcome to Guardcover

Thank you for insuring with us.

We have designed the musicGuard policy to provide cover for musicians, music teachers, DJs, producers, sound engineers, entertainers and composers, who play, teach or work at home, school or at venues and studios in the UK and Worldwide. Guardcover and musicGuard are trading names of Thistle Insurance Services Limited.

Please take time to read **your** policy documents in full to make sure **you** understand the cover provided.

In return for the payment of **your** premium **we** will provide the insurance cover detailed in **your Insurance Schedule** and this policy document, subject to the terms and conditions, and exclusions shown in this document for all claims occurring during the **period of insurance**.

Your policy is valid for the **period of insurance** as shown on **your Insurance schedule**.

Please refer to the policy documents provided to **you** when the policy was purchased or amended, for details of the type and level of cover **your** policy provides.

For all sections apart from Legal Expenses cover, **your** policy is arranged by Thistle Insurance Services Limited for Bspoke Underwriting Ltd on behalf of Watford Insurance Company Europe Limited. For Legal Expenses cover, **your** policy is arranged by Thistle Insurance Services Limited for ARAG plc on behalf of ARAG Legal Expenses Insurance Company Limited.

Your policy is based on the information **you** have given the **administrator**.

You should:

1. read it carefully to ensure:
 - a. **you** understand all details of the cover, and
 - b. it meets **your** needs;
2. check all details in **your** Insurance Schedule are correct;
3. tell the **administrator** as soon as possible if **you** think any of the above is not the case; and
4. keep **your** policy safe.

The **administrator** will endeavour to give any help or information **you** need with this insurance.

The **administrator** may monitor or record phone calls for training and to protect **you** and **us**.

Information you have provided to us – your responsibility

In deciding to accept this insurance and in setting the terms and premium, **we** have relied on the information **you** have given the **administrator**.

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act 2012 to take reasonable care to:

- a) Supply accurate and complete answers to all the questions **we** may ask as part of **your** application for cover under the policy,
- b) To make sure that all information supplied as part of **your** application for cover is true and correct, and
- c) Tell **us** of any changes to the answers **you** have given as soon as possible.

You must take reasonable care to provide complete and accurate answers to the questions **we** ask when **you** take out, make changes to and renew **your** policy. If any information **you** provide is not complete and accurate, this may mean **your** policy is invalid and that it does not operate in the event of a claim or may not pay any claim in full.

If **you** become aware that **you** have given information that is inaccurate or has changed, **you** must inform the **administrator** as soon as possible.



If **you** submit a valid claim and it transpires that **you** have breached **your** obligations of disclosure, or made a misrepresentation then following a breach of disclosure which is either deliberate or reckless, **we** are entitled to:

- a) void the contract, refuse all claims, and
- b) retain the premiums paid.

If **you** submit a valid claim and it transpires that **you** have breached **your** obligations of disclosure, or made a misrepresentation, then following a breach of disclosure which is deemed to be careless **we** are entitled, if cover would not have been offered, to:

- a) void the contract, refuse all claims, and
- b) return the premiums paid.

If **you** submit a valid claim and it transpires that **you** have breached **your** obligations of disclosure, or made a misrepresentation, then following a breach of disclosure which is deemed to be careless **we** are entitled, if cover would have been offered but on different terms, to:

- a) treat the contract as being entered into but the contract will be treated as if it had been entered into on those different terms (other than terms relating to premium), and
- b) reduce proportionately the amount to be paid on a claim if **we** would have entered into the contract (whether the terms relating to matters other than the premium would have been the same or different), but would have charged a higher premium.

“reduce proportionately” means that **we** need only pay on the claim X% of what otherwise **we** would have been under an obligation to pay under the terms of the policy (or, if applicable, under the different terms provided for by virtue of paragraph i)), where:

$$X = \frac{\text{Premium actually charged}}{\text{Higher Premium}} \times 100$$

How to make a change to the policy

If **you** become aware that information **you** have given the **administrator** is inaccurate, **you** must inform the **administrator** as soon as reasonably practicable. If **you** need to change the information **you** have given the **administrator** because a mistake has been made or if that information changes at any time, please contact the **administrator** as soon as reasonably practicable on becoming aware of that mistake or change.

When **you** make a change to the policy or tell the **administrator** about a change to the information **you** have given the **administrator**, **we** or the **administrator** will write to **you** if **we**:

- need to amend the terms of **your** insurance; or
- require **you** to pay more for **your** insurance.

You must tell the **administrator** as soon as possible about any changes to the information **you** provided when **you** purchased or renewed this policy, for example:

- Change of insured location
- Change of equipment

This is not an exhaustive list and any changes **you** tell the **administrator** about may affect **your** cover or result in a change to **your** premium. If **you** are unsure whether a change may affect **your** cover, please contact the **administrator**.



Contact the administrator

If **you** would like to discuss any aspect of **your** policy with the **administrator**, including if **you** want to cancel **your** policy, please call the **administrator** on 0333 004 3888 or contact the **administrator** by email at support@guardcover.co.uk or in writing to musicGuard, Thistle Insurance Services Limited, Southgate House, Southgate Street, Gloucester, GL1 1UB referencing **your** policy number.

How to make a claim

Our Claims teams are available Monday to Friday 9am – 5pm. If **you** need to make a claim, under Section 1 or 3 of this Policy, please call **0333 004 1999**. Claims can also be reported via **your** online portal 24/7, or **you** can contact the team at: **claims@guardcover.co.uk**.

If **you** want to make a claim under Section 2, Legal Expenses cover, **you** can obtain a claim form by calling **0330 303 1955** between 9am and 5pm weekdays (except bank holidays). Alternatively, a claim can be made online, or a claim form can be downloaded from **www.arag.co.uk/newclaims**.

Claims Conditions (applicable to Sections 1 and 3)

For claims, the **administrator** acts on our behalf as our agent. Claims in respect of **your insured items** are settled on the following basis:

- New for old on **insured items** included within **your sum insured** at their new, replacement **value**
- The original purchase price on **insured items** included within **your sum insured** at their pre-owned **value** and/or, at our discretion
- **Market value**, if **you** are unable to demonstrate the **insured items** original **value**.

On the happening of any event which may give rise to a claim it is a condition of this policy that **you** give notice as soon as reasonably possible, but in no event later than 30 days of **you** becoming aware to:

- the police in respect of any **theft**, vandalism or malicious damage and
- **us** via submission of a claim form, available from **your** online account & emailed to **claims@Guardcover.co.uk**

In order to progress **your** claim as quickly as possible, **we** will need **you** to supply, at **your** own expense, full details of the claim in writing together with any supporting information (including damage assessments, local authority, medical and police reports), evidence of ownership and proofs which **we** may reasonably require.

We will not pay for any additional claims costs resulting from the supply of **insured items** from outside the **United Kingdom**, when items are unavailable in the **United Kingdom** or delivery is required to addresses outside the **United Kingdom**.

We have the right, without thereby incurring any liability and without diminishing **your** right to rely on any condition of **your** insurance, to take and keep possession of any part or all the **insured items** and to deal with salvage in a reasonable manner; but **you** shall not abandon any **insured item** to **us**.

We do not share any responsibility for recovering any third-party claims costs or expenses.

Public Liability Claims

In addition, for public liability claims, it is a condition of this policy that:

1. **You** must send **us** any claim, writ or summons as soon as **you** receive it and in no event later than 14 days after receipt.
2. **You** do not negotiate, pay or settle, admit or deny any claim without our written permission.
3. **You** notify **us** in writing of any impending prosecution inquest or fatal accident enquiry.
4. **You** accept and acknowledge that **we** are entitled to take over and conduct in **your** name the defence or settlement of any claim or to prosecute in **your** name for **your** own benefit any claim for indemnity or damages or otherwise.
5. **You** accept and acknowledge that **we** have full discretion in the conduct of any proceedings and in the settlement of any claim.



Legal Expenses Claims (applicable to Section 2 only)

You can obtain a claim form by downloading one at www.arag.co.uk/newclaims or by calling **0330 303 1955** between 9am and 5pm weekdays (except bank holidays). Alternatively, a claim can be made online at www.arag.co.uk/newclaims

Telling Us About Your Claim

- If **you** need to make a claim, **you** must notify ARAG as soon as possible.
- If **you** instruct **your** own solicitor or accountant without telling ARAG, **you** will be liable for costs that are not covered by this policy.
- A claim can be made online at www.arag.co.uk/newclaims. Alternatively, **you** can obtain a claim form by downloading one at www.arag.co.uk/newclaims or by calling ARAG on **0330 303 1955** between 9am and 5pm weekdays (except bank holidays).
- The completed application and supporting documentation can be submitted online or sent to ARAG by email, or post. Further details are set out on their website.

What Happens Next?

- ARAG will send **you** an acknowledgment by the end of the next working day after receiving **your** claim.
- Within five working days of receiving all the information needed to assess the availability of cover under the policy, ARAG will contact **you** either:
 - confirming cover under the terms of this policy and advising **you** of the next steps to progress **your** claim; or
 - if the claim is not covered, ARAG will explain in full the reason(s) why, and advise whether they can assist in another way.
- When a representative is appointed by ARAG, they will try to resolve **your** dispute without delay, arranging Alternative Dispute Resolution, such as mediation, whenever appropriate.
- ARAG will check on the progress of **your** claim with the **appointed advisor** from time to time. Sometimes matters cannot be resolved quickly, particularly if the other side is slow to cooperate or a legal timetable is decided by the courts.

All Claims (Applicable to all Sections)

You shall give such information and assistance as **we** may reasonably require, substantiating any claim and where requested, providing proof of **your** identity prior to settlement of any claim.

Information required may include, but is not limited to, supporting information, including damage assessments, local authority, medical and police reports, evidence of ownership and proofs which **we** may reasonably require.

Important if **you** are paying monthly: If **you** pay **your** premium by monthly instalments and a claim is made or is pending, you must continue to pay the instalments until the premium is paid in full.

Any claim where the damage to the **insured item** deems it to be beyond economical to repair, and the insurer replaces the **insured item**, the damaged **insured item** becomes the property of the insurer.

Accidental damage claims - for **accidental damage** claims **you** must be able to provide **your insured item** for inspection.



What to do if you have a complaint

We always aim to get things right first time and **we** are committed to ensuring that **we** achieve the highest level of service for **our** customers. If **you** feel this hasn't happened, **we** would like to hear about it so that **we** have an opportunity to put things right for **you** and to improve **our** service in the future. **Your** complaint will be reviewed promptly and fairly by an independent party to the complaint itself.

Where to start

If **you** wish to raise a complaint **you** can contact **us** by telephone, email or in writing using the details shown below, depending on the type of complaint.

To help **us** investigate and resolve **your** complaint, please provide the following:

- **Your** policy number
- Details of **your** complaint
- **Your** contact details and **your** preferred method of contact – these will help **us** should we need to discuss **your** complaint or require further information.

For complaints regarding the sale or service of your policy

Please contact:

musicGuard
Thistle Insurance Services Limited
Southgate House,
Southgate Street
Gloucester GL1 1UB

Email: complaints@Guardcover.co.uk
Telephone: 0333 004 3888

What happens next?

We will promptly acknowledge **your** complaint and **we** will try to resolve **your** complaint immediately. If this is not possible, **we** will write to **you** within 5 days informing **you** whether further investigation is necessary.

In the event that **your** complaint has not been resolved within 4 weeks of its receipt, **we** will contact **you** again and provide an update; the reasons why and the further action **we** will take.

If following **our** investigation and response to **you**, **you** are not satisfied with the outcome or **we** do not complete **our** investigation within 8 weeks, **you** can refer **your** complaint to the Financial Ombudsman Services (FOS).

If **you** receive a final response letter from **us** and **you** are dissatisfied with the outcome and **you** want to contact the Financial Ombudsman Services (FOS) **you** must do so within 6 months of the date of **our** final response letter. Their contact details are shown below.

For complaints regarding a claim which is not a liability claim

Please contact:

Claims Department
Thistle Insurance Services Limited
Southgate House,
Southgate Street
Gloucester GL1 1UB

Email: claims@Guardcover.co.uk
Telephone: 0333 004 1999



What happens next?

For Complaints relating to cover under Section 1 and 3

If **you** have a complaint about the handling of a liability claim, please contact:

Kennedys Claims Handling
6 Queen Street
Leeds
LS1 2TW

Tel: **0845 207 7453**

or landline if preferred: **0113 531 4496**

Email: **bspoke@kennedyslaw.com**

In all correspondence, please state that **your** insurance is underwritten by Bspoke Underwriting Ltd and quote **your** unique Policy number from **your** Policy Schedule.

Following **our** complaints procedure does not affect **your** legal rights as a consumer. For further information **you** can contact the Citizens Advice Bureau or Trading Standards.

Financial Ombudsman Service

If **we** have not completed **our** investigations into **your** complaint within 8 weeks of receiving **your** complaint or if **you** are not happy with **our** Final Response, **you** may ask the Financial Ombudsman Service (FOS) to look at **your** complaint. If **you** decide to contact them, **you** should do so within 6 months of receiving **our** Final Response Letter.

For more information regarding the scope of the Financial Ombudsman Service please refer to www.financialombudsman.org.uk

For complaints relating to Legal Expenses (Section 2)

ARAG is committed to providing a first class service at all times. However, if a complaint arises, this should be addressed to ARAG's Customer Relations Department who will arrange to have it reviewed at the appropriate level. The Customer Relations team can be contacted at

ARAG plc
Unit 4a, Greenway Court,
Bedwas,
Caerphilly CF83 8DW

Email: **customerrelations@arag.co.uk**

Telephone: **0117 917 1561** (hours of operation are 9am-5pm, Mondays to Fridays excluding bank holidays. For our mutual protection and training purposes, calls may be recorded).

If ARAG are not able to resolve the complaint to **your** satisfaction, then **you** can refer it to the Financial Ombudsman Service (FOS) provided that it falls within their jurisdiction.

Financial Ombudsman Service (FOS)

Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London E14 9SR

Telephone: **0800 023 4567** or **0300 123 9123**
www.financial-ombudsman.org.uk



Authorisation & Regulation

The Insurer of Sections 1 and 3 of your policy is Bspoke Underwriting Ltd on behalf of Watford Insurance Company Europe Limited.

This insurance is arranged by Thistle Insurance Services Limited and underwritten by Bspoke Underwriting Ltd on behalf of Watford Insurance Company Europe Limited. Watford Insurance Company Europe Limited is a Gibraltar based insurance company with its registered office at; P O Box 1338, First Floor, Grand Ocean Plaza, Ocean Village, Gibraltar.

Bspoke Underwriting Ltd

Bspoke Underwriting Ltd is authorised and regulated by the Financial Conduct Authority. Firm Reference No. 310101. **You** can check **our** details on the Financial Services Register <https://register.fca.org.uk/>

Watford Insurance Company Europe Limited

Watford Insurance Company Europe Limited is authorised and regulated by the Gibraltar Financial Services Commission under incorporation number 112869. This can be checked by visiting the Gibraltar FSC website at <https://www.fsc.gi/>

As an insurance company authorised in Gibraltar, Watford Insurance Company Europe Limited is permitted under the Financial Services and Markets Act 2000 (Gibraltar) Order 2001 to conduct business in the United Kingdom under FCA reference 714197. **You** can check this by visiting the Financial Services Register on the FCA website at <https://register.fca.org.uk>

ARAG Plc

ARAG plc is authorised and regulated by the Financial Conduct Authority (FRN452369). Registered Address: Unit 4a, Greenway Court, Bedwas, Caerphilly CF83 8DW. Registered in England and Wales. Company Number 02585818.

ARAG Legal Expenses Insurance Company Limited

ARAG Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FRN202106) and the Prudential Regulation Authority. Registered Address: Unit 4a, Greenway Court, Bedwas, Caerphilly CF83 8DW. Registered in England and Wales. Company Number 103274.

Thistle Insurance Services Limited (acting for Bspoke Underwriting Ltd on behalf of Watford Insurance Company Europe Limited and for ARAG Plc on behalf of ARAG Legal Expenses Insurance Company Limited).

Thistle Insurance Services Limited is registered in England with company number 00338645 and registered office address is Rossington's Business Park, West Carr Road, Retford, Nottinghamshire, DN22 7SW. Thistle Insurance Services Limited is authorised and regulated by the Financial Conduct Authority. Firm registration number 310419. Thistle Insurance Services Limited is part of the PIB Group.

Financial Services Compensation Scheme (FSCS)

If Watford Insurance Company Europe Limited cannot meet its obligations, **you** may be entitled to compensation from the Financial Services Compensation Scheme (FSCS). **You** can get more information about compensation scheme arrangements from the FSCS or visit www.fscs.org.uk



Law Applicable to this Contract

This policy is governed by English law.

Our Cancellation Rights

We may at any time cancel any insurance policy by giving 14 days' notice in writing, where there is a valid reason for doing so. A cancellation letter will be sent to **you** at **your** last known address. Valid reasons may include but are not limited to:

- a) non-payment of Premium
- b) threatening and abusive behaviour
- c) failure to provide documents
- d) non-compliance with policy terms and conditions
- e) a change in **your** circumstances means that **we** can no longer provide cover
- f) where **we** identify **your** involvement in, or association with, insurance fraud or financial crime
- g) where **you** have misrepresented or provided false information to the questions asked **you** when purchased, renewed or amended **your** policy.

If **we** cancel **your** policy, **we** will provide a refund of **your** premium less a charge for the cover already provided, unless the reason for cancellation relates to General Conditions - Fraud or if a claim has been made or there has been an incident likely to result in a claim.

Your Cancellation Rights

You have the right to cancel this policy within 14 days of the date **you** purchased the policy or when **you** received the policy documents, if this is later. **You** do not need to provide a reason for cancellation, and **we** will provide a full refund of any premium paid, unless **you** have made a claim or there has been an incident likely to result in a claim.

If **you** wish to cancel the policy after 14 days **we** will provide a refund, less a proportionate charge for any cover already provided and the cancellation fee of £10. If a claim has been made or there has been an incident likely to result in a claim no refund of premium will be provided.

How you can cancel the policy

If **you** wish to cancel the policy at any time, please contact the **administrator** using the contact details listed in the "Contact the **administrator**" section above.

Important: If **you** pay for **your** policy by monthly instalments and a claim has been made or there has been an incident likely to result in a claim, **you** must pay the remainder of **your** monthly instalments or pay the remainder of the annual premium in full even if **you** wish to cancel the policy.

Your Representatives

We recognise that **you** may wish a representative to handle matters on **your** behalf. However, **we** may choose to treat any representatives and their actions and omissions as though they were **you**.

Others Covered Under Your Policy

All cover **we** provide to others under **your** policy is subject to the same terms, exclusions and conditions that apply to **you**, as much as possible.



Privacy Notice(s)

The privacy and security of **your** personal information is very important to **us**. Please see **our** Privacy Notice(s) at the end of this policy.

Thank you for choosing musicGuard.

We hope you are pleased with **your** cover and the service that we provide.

The Guardcover Team



Here are the explanations of the key words **we** have used within **your** documentation. The key words are printed in bold type throughout this document and the meanings of these words are set out below.

- Accidental Damage** – physical damage caused by a sudden, unforeseen and unintentional event.
- Administrator** – Thistle Insurance Services Limited
- Agreed Value** – an agreed amount, that reflects the replacement value without any adjustment for depreciation or appreciation; for rare, collectable or vintage items only.
- Collection** – means more than 5 items of the same type which are made up of CD's, vinyl records, tapes, mini disks, DVD's or karaoke tapes.
- Endorsement** – any additional terms and conditions specified on **your** Insurance Schedule.
- Equipment Case** – a purpose designed, instrument or equipment case.
- Excess** – the first amount of each valid claim which **you** must pay.
- Family** – any member of **your** family who permanently reside with **you** at the **insured location** and who live in the **United Kingdom** on a permanent basis as domiciled **United Kingdom** residents.
- Insured Item(s)** – all property included within **your sum insured** consisting of **your property insured**, **technological equipment** and **technological accessories**.
- Insured Location** – where the **insured items** are usually kept and at the address stated in **your** Insurance Schedule. This must be a building of standard brick or stone construction and either **your** main place of residence or **your** music business premises or studio as described below:
 - a) Private house, **your** music business premises or studio – the main structures within the immediate private property boundaries;
 - b) Flat, apartment, or shared house – the self-contained room(s) in which **you** live;
 - c) Halls of Residence – the self-contained, lockable private room(s) in which **you** live.
 - d) Temporary cover for items kept at a place of entertainment, where **you** are performing.
 - e) Temporary residence – any secure holiday home, caravan/motorhome, guesthouse room or hotel room being used by **you** as a temporary travel residence.
- Market Value** – The **value** of the **insured item** being claimed for considering its age, type, and general condition immediately before the damage occurred.
- Mechanical Breakdown** – a mechanical, constructional, electronic or electrical fault and/or derangement, or a defect in operation to electrical **property insured** which stops the **property insured** fulfilling its intended purpose.
- Period of Insurance** – the period, from the start date of **your** policy, as detailed on **your** Insurance Schedule.
- Pollution** – means:
 - a) Pollution or contamination by naturally occurring or man-made substances, forces, and organisms, including, but not limited to:
 - (i) any actual, threatened, feared or perceived use of any biological, chemical, radioactive or nuclear agent, material or device, whether or not related in any way to any act of terrorism, and
 - (ii) the deposit of or impairment by dust or soot, chemical precipitation, adulteration or impurification, or any combination of them whether permanent or transitory; and
 - b) all loss, **accidental damage** or injury directly or indirectly caused by pollution or contamination as stated in a) above.



Policy Partner(s)	– means fellow musicians, teachers, engineers, entertainers, and DJs who assist you in your music related activity and who you have included under the Public Liability Extension section of this Policy Wording, and who must be a domiciled United Kingdom resident and has been living permanently in the United Kingdom six months prior to the purchase of this policy.
Principal	– any public authority, government body, company, firm, organisation or person for whom you are undertaking a contract.
Property Insured	– music related equipment belonging to you or for which you are responsible.
Reduction of Value	– means the difference in value/market value following a repair for accidental damage .
Sum Insured	– the amount set out on your Insurance Schedule representing the value or agreed value of the insured items covered by your policy.
Technological Equipment	– means desktop computing systems, printers, scanners, portable laptop computers, notebooks, e-Readers and tablets used in conjunction with your music activity.
Technological Accessories	– means adaptors, cards, cases, data, headphones, storage devices, input devices, networking accessories, docking stations, security devices and webcams used with your technological equipment .
Territorial Limits	– anywhere in the United Kingdom and up to 30 days worldwide, in total, during your period of insurance .
Theft	– the unlawful taking of insured item(s) by way of: <ul style="list-style-type: none"> a) Unauthorised access to a vehicle, insured location or storage location; or b) Forcible and/or violent means, entry or exit at any location not listed under a).
Unattended	– if the insured item is either not: <ul style="list-style-type: none"> a) being held or used by you; b) where you or an adult who is responsible for its safe keeping, are in a position to prevent interference with the insured item; c) at the insured location; d) in a locked room or locked cupboard; or e) secured out of sight, in a vehicle with the specified security requirements in place.
United Kingdom	– England, Scotland, Wales and Northern Ireland.
Unoccupied	– an insured location , other than a temporary travel residence, that has not been lived in for more than 30 consecutive days.
Value	– the usual new, undiscounted replacement cost (including VAT) from a reputable retailer.
We/Us/Our	– (i) In respect of all parts of this policy wording except Section 2 - Legal Expenses Bspoke Underwriting Ltd on behalf of Watford Insurance Company Europe Limited (ii) In respect of Section 2 - Legal Expenses ARAG plc; who are authorised under a binding authority agreement to administer this insurance on behalf of the insurer.
You/Your	– the person named on your Insurance Schedule who lives in the United Kingdom on a permanent basis as a domiciled United Kingdom resident and has been living permanently in the United Kingdom six months prior to the purchase of this policy.



Important Information

Please remember that each area of cover is subject to the terms and conditions detailed throughout this Policy Wording and on **your** Insurance Schedule, including any **endorsements**.

Cover only applies if **you** are a permanent, domiciled resident of the **United Kingdom**. **We** do not cover mobile or smart phones.

The maximum individual or aggregate **value** of **insured items** is shown on **your** Insurance Schedule.

Requirements: At Your Insured Location

For cover to apply, please be aware that **your** items must be kept within the main structures of **your insured location**.

Requirements: Temporary Performance Storage

We will provide up to 72 hours temporary storage cover for **insured items** that are kept at a place of entertainment, where **you** are performing. The **insured items** must have been handed to the manager or proprietor for safekeeping and kept in a securely locked room.

Requirements: Away from Your Insured Location

When **you** are away from **your insured location**, cover will not apply if the **insured item** has been left **unattended**.

Requirements: In-Vehicle Cover

Theft or attempted **theft** from a vehicle will only be covered if **your insured item** is stored out of sight, in an enclosed storage compartment, boot or luggage space. All vehicle doors and windows must be closed and securely locked and all vehicle security systems activated.

Accidental damage that occurs in a vehicle is only covered if the **insured item** is in a purpose-designed **equipment case**.

Accidental damage that occurs whilst in transit with a transport provider is only covered if the **insured item** is in a rigid-bodied, purpose-designed **equipment case**.

In-vehicle cover does not apply when the vehicle is at **your insured location**. All **insured items** need to be removed and stored within **your insured location**.

Public Liability Only Cover

If **you** have purchased cover for Public Liability only, please see the Public Liability details of cover in 'Section 3 – Optional Covers' of this Policy Wording.

Details of Your Excess

All claims are subject to the following **excess** unless otherwise stated on **your** Insurance Schedule:

Claim type	Excess payable
Cover for Insured Items	£75
Mechanical Breakdown for Insured Items	£75
Public Liability Property claims	£500
Public Liability Injury claims	Nil



Section 1

This section details the covers automatically included within **your** policy.

A – Insured Items Cover

What is covered

Your insured items are covered for loss or damage caused by **theft**, attempted **theft**, **accidental damage**, malicious damage, vandalism, storm damage, flood and fire.

This policy will only cover **insured items** that are **your** own property or for which **you** are legally responsible. **We** will cover **you** within the **territorial limits**, and during the **period of insurance**.

Your cover includes cover for **your** music **collection**, where damage to the **collection** is as a direct result of **theft**, fire, flood or storm. **We** will, at **our** discretion, cover all or part of any loss.

Claims in respect of **your insured items** are settled on the following basis:

- New for old on **insured items** included within **your sum insured** at their new, replacement **value**;
- **Market value**, if **you** are unable to demonstrate the **insured items** original **value**;
- **Agreed value**, a sum that is evidenced by a valuation from a competent reputable source and dated within 12 months of the commencement date of **your period of insurance**, and thereafter every three years.

We will, at **our** option, repair an **insured item** to its prior level of functionality.

If the **insured item** has been stolen, cannot be repaired, or if the costs of repair exceed 80% of the costs of replacement, then **we** will replace the damaged part or the **insured item** with a similar article of like kind, functionality and quality; and which is the closest current new equivalent type or model. **We** may use specialist suppliers for repair or replacement chosen by **us**.

In the event of an approved claim to an **insured item** for **theft** or attempted **theft** from **your** vehicle, **we** will pay up to £300 for any damage caused to **your** vehicle at the time of the claim incident.

In the event of an approved claim to an **insured item** for **theft** or attempted **theft** from **your insured location**, we will pay up to £200 for any damage caused to the door or window locks of **your insured location** at the time of the incident.

Reduction of value - in the event of **accidental damage** to a musical instrument, **we** will at **our** option either replace the item, pay the cost of replacing the item or repair the item. If **we** choose to repair, **we** will pay **you** the difference between the **market value** before the repair, and the **market value** after the repair. The difference will be determined by a written assessment from a dealer approved by **us**. If the musical instrument is a **value** defined as a collectable, rare or vintage item, **we** will pay the difference between the valuation before the repair and a valuation following repair as determined by a written valuation from a dealer approved by **us**.

Claims are subject to the General Condition: Under-insurance.

What is not covered

- The **excess**.
- Any claim where **you** have not complied with the requirements, above, in the 'Important Information' section.
- Any claim where the normal security protections of the vehicle, **insured location** or storage location were not fully operative and in force.
- Mobile phones or smart phones.
- Any claim where evidence of ownership of the **insured item** has not been provided.
- Any claim from a vehicle which is at the **insured location**.
- Any claim when the **insured item** is kept, temporarily, at a place of entertainment, where **you** are performing, and it has not been handed to a manager or proprietor for safekeeping in a securely locked room.



What is not covered

- Any claim when the **insured item** is kept, temporarily, at a place of entertainment, where **you** are performing for a period in excess of 72 hours.
- Any costs associated with providing supporting claims information, including damage assessments.
- **Theft** by a person to whom the **insured item** has been entrusted.
- **Theft** of an **insured item** that was under the responsibility of a transport provider.
- **Theft** from an **unoccupied insured location**.
- Any loss or damage caused through deliberate acts by **you, your family** or persons known to **you**.
- **Accidental damage** to an **insured item** sustained in transit unless the **insured item** is handed to a recognised transport provider, securely packaged in a rigid-bodied **equipment case**, and a receipt obtained.
- Failure to use or maintain the **insured item** in accordance with the manufacturer's instructions.
- Any claim outside of the **territorial limits**.
- Mechanical, electronic or electrical breakdown and/or derangement unless fire ensues immediately.
- Wear and tear, gradually operating causes, wet or dry rot, atmospheric or climatic conditions, frost, insect and vermin, marring, scratching, denting or any cosmetic change which does not impair the function and performance, corrosion, rust, change in temperature, dampness, dryness, shrinkage, evaporation, contamination, change in colour or finish, dust, chemical action or reaction.
- Any consumable items such as strings, leads, cables, reeds, drum skins, valves, speaker cones, bulbs, fuses and disks.
- Any software not purchased from new and/or any software where a backup disk or code is available.
- Faulty or defective design, materials or workmanship or latent defect and defects in operation.
- The matching of any parts of a set or **collection**.
- **Accidental damage** to any **collection** or part of a **collection**.
- Any **insured item** that is lost.
- Any liability more than the **sum insured**.
- **Reduction of value** for items other than musical instruments.
- Any loss or damage where **you** are entitled to cover under any other policy.

B – Replacement Equipment Hire

What is covered

Within the **United Kingdom** only, **we** will pay for the reasonable cost of the hire of alternative musical instrument or equipment for **you**, from a recognised reputable music retailer, whilst awaiting repair or replacement of **your insured item**, when the subject of an approved claim.

What is not covered

- When the costs of hire have not been agreed with **us**.
- Hire costs that exceed either, the **value** of the **insured items**, the repair costs or £2,000 during any one **period of insurance**.
- Hire costs prior to **our** approval of the claim.
- Hire costs where evidence of expenditure cannot be provided.
- Hire costs for anyone other than **you**.
- Any equipment hires outside of the **United Kingdom**.



C – Loss of Earnings

What is covered

Within the **territorial limits** and **period of insurance**, we will pay for the loss of up to £800 or 75% of **your** pre-accident earnings (whichever is the lesser) per 7 day period, from the date of the accident, where the loss is a direct result of any accident that causes a **bodily injury** which entirely prevents **you** from attending to **your** usual music related profession, events or lessons.

The maximum period that we shall pay for is 42 days from the date of the accident.

What is not covered

- The **excess**.
- Any loss of earnings that relate to **your** usual occupation which is not music related.
- Any loss of earnings resulting from any pre-existing illness or injury at the time of the accident.
- Any accident not resulting in a **bodily injury** that also prevents **you** from attending to **your** music related profession, business or occupation.
- Any wilful exposure to risk (other than in an attempt to save human life).
- Any accident outside of the **territorial limits** shown on **your** Insurance Schedule.
- Any self-inflicted injury.
- Cosmetic or plastic surgery unless necessitated by an accident occurring during the **period of insurance**.
- If **you** are aged under 16 or over 65 at the time of the accident.
- Any **bodily injury** not identified by a qualified doctor or medical practitioner and confirmed with a suitable medical certificate clearly detailing the **bodily injury** and identifying **you** as the person to whom the illness or injury relates to.
- All claims arising out of unreasonable failure to seek or follow medical advice.
- If the injury arises from sickness, disease or disorder of any kind.
- Any loss of earnings relating to any musical events or lessons where **you** are unable to prove that a booking was made with **you** prior to the date of the accident.

D – Public Liability

Cover under this section of Public Liability is only valid if **you** have **insured items** included within **your** policy and shown on **your** Insurance Schedule.

If **you** have chosen 'Public Liability Only' cover, please refer to the Public Liability cover in 'Section 3 – Optional Covers'.

What is covered

Within the **territorial limits**, we will pay up to £1 million to indemnify **you** against **your** legal liability for accidental **bodily injury** or death to any person; or **accidental damage** to third party property which occurs within the **period of insurance** and arises from **your** use of or ownership of musical, entertainment, sound or lighting related equipment.

The total amount payable includes reasonable legal defence costs and expenses incurred by **you** and agreed with **our** written consent.

Indemnity to **principal**: we will indemnify any **principal** in respect of legal liability of such **principal** arising out of work carried out by **you** under a contract or agreement providing we retain sole conduct and control of any claim and:

- a) an indemnity would have been provided under this policy had the claim been made against **you**;
- b) the **principal** complies with and is subject to the terms and conditions of this policy in so far as they can apply.



What is not covered

- If **you** are under 16 at the time of the incident.
- The **excess**.
- Any legal liability in the United States of America or Canada or any countries, territories, possessions, dependencies or protectorates which operate under the laws of the United States of America or Canada.
- Any legal liability arising out of the ownership, possession or use of drones/Unmanned Aerial Vehicles, motorised vehicles, waterborne craft, airborne craft, animals, or firearms and weapons.
- Any legal liability arising out of or in connection with **your** trade, profession or business, or assumed under contract, other than that which is involved in music related activity.
- If legal liability arises from loss or damage to property which belongs to **you/your family** or is in **your** care, custody or control.
- If **you** are entitled to indemnity from another source.
- When punitive, exemplary or aggravated damages are awarded against **you**.
- Any legal liability where the other party involved is **your** employee or a member of **your family** or household.
- Any legal liability not involving the use of musical, entertainment, sound or lighting related equipment
- Any legal liability outside of the **territorial limits** shown on **your** Insurance Schedule.

E – Personal Accident

What is covered

Within the **territorial limits**, **we** will pay the amount shown below if at any time whilst **you** are using musical, entertainment, sound or lighting related equipment, and are involved in an accident which shall, solely and independently of any other reason, cause a **bodily injury** as detailed below. **We** will pay for one amount in any one **period of insurance**.

Permanent total disablement – **You** suffer total and permanent disablement and are subsequently unable to engage in or attend to any profession, business or occupation whatsoever. The benefits shall not be payable until such disablement has continued for a period of 12 calendar months and is confirmed as permanent by a qualified medical practitioner.

Loss of use of limbs – **You** suffer total and irrecoverable loss of use of one hand or foot.

Injury	Maximum amount payable
Loss of use of limbs	£5,000
Loss of sight	£5,000
Permanent total disablement	£10,000
Death	£10,000

All benefits will be payable to **you**, **your family** or **your** nominees.



What is not covered

- If **you** are under 16 at the time of the incident.
- If the bodily injury is directly or indirectly caused by a drone/Unmanned Aerial Vehicle.
- Suicide, attempted suicide, intentional self-injury, deliberate exposure to exceptional danger (except to save human life), insanity, **your** own criminal act, when under the influence of drugs or alcohol; and when directly or indirectly resulting from stress, trauma or psychiatric illness.
- Any amount when death, injury or loss does not occur within 180 days of the accident.
- Any amount when it cannot be proven to **us** that the permanent total disablement has continued for 12 months from the date of the accident and will continue for the remainder of **your** life.
- More than one amount under this section.
- Any accident not involving the use of musical, entertainment, sound or lighting related equipment and/or outside of the **territorial limits** shown on **your** Insurance Schedule.



Section 2 – Legal Expenses

Our legal expenses cover is provided by ARAG plc (“ARAG”) who is authorised to administer this insurance on behalf of the insurer ARAG Legal Expenses Insurance Company Limited.

Additional Definitions for Legal Expenses only

The following definitions apply to this section in addition to the General Definitions on page 5 of this policy and keep the same meaning wherever they appear in the section. If a word below is also defined in the General Definitions, the definition below replaces that definition for the purposes of this section.

- Appointed Advisor** - the:
- a) solicitor, accountant, or other advisor (who is not a mediator), appointed by **us** to act on **your** behalf;
 - b) mediator appointed by **us** to provide impartial dispute resolution in relation to a claim accepted by **us**.
- Collective Conditional Fee Agreement** - a legally enforceable agreement entered into on a common basis between the **appointed advisor** and **us** to pay their professional fees on the basis of either
- a) 100% “no-win no-fee” or
 - b) where discounted, that a discounted fee is payable.
- Conditional Fee Agreement** - a legally enforceable agreement between **you** and the **appointed advisor** for paying their professional fees based on either
- a) 100% “no-win no-fee” or
 - b) where discounted, that a discounted fee is payable.
- Insurer** - ARAG Legal Expenses Insurance Company Limited.
- Legal Costs & Expenses** - means:
- a) Reasonable legal costs and disbursements reasonably and proportionately incurred by the **appointed advisor** on the standard basis and agreed in advance by **us**. The term “standard basis” can be found within the Courts’ Civil Procedure Rules Part 44.3.
 - b) In civil claims, the other side’s costs, fees and disbursements where **you** have been ordered to pay them or **you** pay them with **our** agreement.
 - c) Reasonable accountancy fees reasonably incurred under Insured event 2 Tax Disputes by the **appointed advisor** and agreed by **us** in advance.
- Reasonable Prospects of Success** - means:
- a) Other than as set out in b) and c) below, there is a greater than 50% chance of **you** successfully pursuing or defending the claim and, if **you** are seeking damages or compensation, a greater than 50% chance of enforcing any judgement that might be obtained. Under Insured event 1 Contract, there must be a greater than 50% chance of successfully defending the claim in its entirety.
 - b) In criminal prosecution claims where **you**
 - plead guilty, a greater than 50% chance of reducing any sentence or fine or
 - plead not guilty, a greater than 50% chance of that plea being accepted by the court.
 - c) In all claims involving an appeal, there is a greater than 50% chance of **you** being successful.
- Where it has been determined that **reasonable prospects of success** do not exist, **you** shall be liable to pay any legal costs incurred should they pursue or defend their claim irrespective of the outcome.
- We/Us/Our** - ARAG plc; who are authorised under a binding authority agreement to administer this insurance on behalf of the **insurer**.



Your cover

What is covered

Within the **United Kingdom** and following an insured event (as detailed below), the insurer will pay **legal costs & expenses** up to £100,000 (including the cost of appeals) for all claims related by time or originating cause, subject to all the following requirements being met.

- **You** keep to the terms of this policy and cooperate fully with **us**.
- The Insured event occurs within the **United Kingdom**.
- The claim:
 - always has **reasonable prospects of success**; and
 - is reported to **us**
 - during the **period of insurance**; and
 - as soon as **you** first become aware of circumstances which could give rise to a claim.
- Unless there is a conflict of interest, **you** always agree to use the **appointed advisor** chosen by **us** before proceedings have been or need to be issued.
- Any dispute will be dealt with through mediation or by a court, tribunal, or a relevant regulatory body agreed with **us** within the **United Kingdom**.

We consider that a claim will have been reported to **us** when **we** have received **your** fully completed claim application.

Where **you** are seeking financial remedy and the cost of pursuing **your** claim is likely to be more than any award of damages, the **insurer** will not pay more than the value of the likely award.

This policy will pay any otherwise covered claim involving the use of or inability to use a computer, including devices such as smart phones, tablets, and wearable technology. This cover is subject to all other policy terms.

Insured events covered

1) Contract	What is Not Covered Under Insured Event 1
<p>A dispute arising out of an agreement or alleged agreement which has been entered into by you for</p> <ul style="list-style-type: none"> a) buying or hiring goods or services b) selling goods or services c) buying or selling your main home d) renting your main home as a tenant e) the occupation of your main home under a lease. 	<p>Any claim arising from or relating to:</p> <ul style="list-style-type: none"> a) a dispute with a tenant or lessee where you are the landlord or lessor b) loans, mortgages, pensions, or any other banking, life or long-term insurance products, savings, or investments c) a contract involving a motor vehicle d) computer hardware, software, internet services or systems which <ul style="list-style-type: none"> • have been supplied by you or • have been tailored to your requirements e) a settlement due under an insurance policy f) construction work, or the design, conversion, or extension of any building where the dispute arises from; an agreement that <ul style="list-style-type: none"> • exceeds; or • is ancillary to another contract that exceeds; £10,000 in value including VAT g) a dispute with any party other than the party with whom you have entered into an agreement or alleged agreement with.



Insured events covered

2) Tax Disputes (Including Self-Employed Persons' Tax Disputes)	What is Not Covered Under Insured Event 2
<p>a) A formal enquiry by HMRC into your personal tax affairs including where you are assessed for tax as a self-employed person.</p> <p>b) A dispute following an HMRC compliance check.</p> <p>Provided that all returns are complete and have been submitted within the legal timescales permitted.</p>	<p>Any claim arising from or relating to:</p> <p>a) tax returns which are submitted late or for any other reason, result in HMRC imposing a penalty or which contain careless and/or deliberate misstatements or omissions</p> <p>b) failure to register your business for VAT where required</p> <p>c) circumstances where the Disclosure of Tax Avoidance Scheme Regulations apply or should apply to your financial arrangements</p> <p>d) any enquiry that concerns assets, monies, or wealth outside of Great Britain and Northern Ireland</p> <p>e) an investigation by the Fraud Investigation Service of HMRC.</p>
3) Legal Defence	What is Not Covered Under Insured Event 3
<p>a) Work</p> <p>An alleged act or omission of you that arises from your occupation, trade or profession and results in:</p> <ul style="list-style-type: none"> • you being interviewed by the police or others with the power to prosecute • a prosecution being brought against you in a court of criminal jurisdiction • civil proceedings being brought against you under unfair discrimination laws. <p>b) Motor</p> <p>A motoring prosecution being brought against you.</p> <p>c) Regulatory Investigations</p> <p>A formal investigation or disciplinary hearing being brought against you by a professional or regulatory body.</p>	<p>Any claim arising from or relating to:</p> <p>a) owning a vehicle or driving without motor insurance or driving without a valid driving licence</p> <p>b) a parking offence.</p>



These helplines are also available. Use of these helplines does not count as reporting a claim.

Legal and Tax Advice 0344 571 7977

If **you** have a legal or tax problem, **we** recommend **you** call **our** confidential legal and tax advice helpline. Legal advice is available 24 hours a day, 365 days of the year, and tax advice is available between 9am and 5pm on weekdays (except bank holidays).

We give advice about personal legal matters within UK, Isle of Man, Channel Islands and EU law and personal tax matters within the **United Kingdom**. **Your** query will be dealt with by a qualified specialist who is experienced in handling legal and tax-related matters.

Use of this service does not count as reporting a claim.

Our helplines are subject to fair and reasonable use. What is fair will depend on individual circumstances. However, if **our** advisors believe that **you** are using the helpline too often they will tell **you**. If following that warning, **you** do not reduce calls to a more reasonable level, **we** can refuse to accept further calls.

Business and Consumer Legal Services www.araglegal.co.uk

Register at www.araglegal.co.uk using the voucher codes shown below. Once **you** have registered **you** can discover our law guides and create legal documents and letters to help with business and consumer legal matters.

- Register for Business documents using voucher code **X1232KC79BB5**.
- Register for Consumer documents using voucher code **AFE48BBE98B5**.

If **you** have problems using the website, please contact **our** digital technical support team. Contact details can be found on the website. **Our** digital technical support team cannot give **you** legal or insurance advice.

Important Information

We record and monitor calls for training purposes, to improve the quality of **our** service, to help **us** deal with queries or complaints from **you** and to prevent and detect fraud and financial crime.

What is not covered

The insurer will not cover any claim arising from or relating to:

- **legal costs & expenses** incurred without **our** consent
- any actual or alleged act or omission or dispute happening before, or existing at the start of the policy and which **you** believed or ought reasonably to have believed could lead to a claim
- an amount below £100
- an allegation against **you** involving:
 - a) assault, violence, malicious falsehood or defamation
 - b) indecent or obscene materials
 - c) the use of alcohol or its unauthorised or unregulated manufacture, unlicensed dealing in alcohol or dealing in or using illegal drugs
 - d) illegal immigration
 - e) money laundering or bribery offences, breaches of international sanctions, fraud or any other financial crime activities
- a dispute between **your family**
- **your** deliberate or reckless act



- a judicial review
- a dispute arising from or relating to clinical negligence
- a dispute with any subsidiary, parent, associated or sister company or between shareholders or business partners
- a dispute with **us** not dealt with under the Disputes Condition, or the **insurer** or the company that sold this policy
- a dispute where providing cover, payment of any claim or the provision of any benefit would expose the **insurer** 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
- a group litigation order
- the payment of fines, penalties or compensation awarded against **you**.

General Conditions

Where the **insurer's** risk is affected by **your** failure to keep to these conditions the **insurer** can refuse a claim or withdraw from an ongoing claim. The **insurer** also reserves the right to claim back **legal costs & expenses** from **you** if this happens.

Your Responsibilities

You must:

- tell **us** immediately of any anything that may make it more costly or difficult for the **appointed advisor** to resolve the claim in **your** favour
- cooperate fully with **us**, give the **appointed advisor** any instructions **we** require, keep them updated with progress of the claim and not hinder them
- take reasonable steps to claim back **legal costs & expenses** and, where recovered, pay them to the **insurer**
- allow the **insurer** at any time to take over and conduct in **your** name, any claim.

Freedom To Choose An Appointed Advisor

- In certain circumstances as set out below, **you** may choose an **appointed advisor**. In all other cases no such right exists and **we** shall choose the **appointed advisor**.
- If:
 - a) a suitably qualified advisor considers that it has become necessary to issue proceedings or proceedings are issued against **you**, or
 - b) there is a conflict of interest**you** may choose a qualified **appointed advisor**.
- Where **you** wish to exercise the right to choose, **you** must write to **us** with **your** preferred representative's contact details.
- Where **you** choose to use **your** preferred representative, the **insurer** will not pay more than **we** agree to pay a solicitor from **our** panel. (**Our** panel solicitor firms are chosen with care, and **we** agree special terms with them which may be less than those available from other firms.)
- If **you** dismiss the **appointed advisor** without good reason, or withdraw from the claim without **our** written agreement, or if the **appointed advisor** refuses with good reason to continue acting for **you**, cover will end immediately.
- In respect of pursuing a claim, **you** must enter into a **conditional fee agreement** (unless the appointed advisor has entered into a collective conditional fee agreement), where legally permitted.

Consent

You must agree to **us** having sight of the **appointed advisor's** file relating to **your** claim. **You** are considered to have provided consent to **us** or **our** appointed agent to have sight of **your** file for auditing and quality control purposes.



Settlement

- The **insurer** can settle the claim by paying the reasonable value of **your** claim.
- **You** must not negotiate or settle the claim without **our** written agreement.
- If **you** refuse to settle the claim following advice to do so from the **appointed advisor** the **insurer** reserves the right to refuse to pay further costs.

Barrister's Opinion

We may require **you** to obtain and pay for an opinion from a barrister if a dispute arises regarding the merits or value of the claim. If the opinion supports **you**, then the **insurer** will reimburse the reasonable costs of that opinion. If that opinion conflicts with advice obtained by **us**, then the **insurer** will pay for a final opinion which shall be binding on **you** and **us**.

This does not affect **your** right under the Disputes Condition below.

Disputes

If any dispute between **you** and **us** arises from this policy, **you** can make a complaint to **us** as described in the What to Do If You Have a Complaint section and **we** will try to resolve the matter. If **we** are unable to satisfy **your** concerns **you** can ask the Financial Ombudsman Service to arbitrate over the complaint.

Other Insurance

The **insurer** will not pay more than their fair share (rateable proportion) for any claim covered by another policy, or any claim that would have been covered by any other policy if this policy did not exist.

Fraudulent Claims And Claims Tainted By Dishonesty

- If **you** make any claim which is fraudulent or false, the policy may become invalid and all benefit under it may be lost.
- **You** shall at all times be entirely truthful, accurate and open in any evidence, disclosure or statement **you** give and shall act with complete honesty and integrity throughout. Where, on the balance of probabilities and having considered carefully all the facts of the claim, it appears that **you** have breached this condition and that the breach has:
 - affected **our** assessment of **reasonable prospects of success**, and/or
 - prejudiced any part the outcome of **your** claim

the **insurer** shall have no liability for **legal costs & expenses** incurred from the date of **your** breach.

Cancellation

In addition to the Cancellation Rights as set out at the start of this policy, where there is a valid reason for doing so, the **insurer** may cancel the policy and refund the premium for the remaining **period of insurance** if at any time **you**:

- c) enter into a voluntary arrangement or a deed of arrangement or
- d) become bankrupt, are placed into administration, receivership or liquidation or
- e) have **your** affairs or property in the care or control of a receiver or **administrator**.

Acts of Parliament, Statutory Instruments, Civil Procedure Rules & Jurisdiction

All legal instruments, bodies and rules referred to within the policy shall include the equivalent in Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands and any subsequent amendment or replacement. This policy will be governed by English law.



Section 3 – Optional Covers

The covers in this section only apply if the required additional premium has been paid and the cover is shown on **your** Insurance Schedule. These Optional Covers extend Section 1 'Insured Items Cover' & 'Public Liability Cover', and the exclusions detailed under 'What is not covered' in those sections will still apply unless shown in the Optional Cover sections below as covered.

A – Global Travel

This section only applies if the required additional premium has been paid and the cover is shown on **your** Insurance Schedule.

What is covered

For the following cover sections in this Policy Wording, the **territorial limits** are extended to anywhere in the world:

- Insured Items Cover
- The following Optional Covers, if shown on **your** Insurance Schedule:
 - Public Liability (excluding United States of America or Canada) & Personal Accident
 - **Mechanical Breakdown**

In the event of an approved claim in respect of an **insured item** damaged during transit abroad, with a transit provider, **we** will pay up to £300 for any damage caused to a purpose-designed **equipment case** that the **insured item** was being transported in at the time of the claim incident. The damage must have been caused whilst in transit with **your** transit provider.

In the event of an approved claim in respect of an **insured item** (where the claim incident occurred outside of the **United Kingdom**), **we** will pay for equipment hire costs incurred by **you** when hiring the same type of **insured item** that has been claimed for. Equipment must be hired from a recognised, reputable music retailer abroad; and the maximum payable is £250 during any one **period of insurance**.

What is not covered

- Costs of equipment hire abroad exceeding £250 during any one **period of insurance** or costs that are more than the **insured item value** or repair costs.
- Where evidence of equipment hire expenditure cannot be provided.
- "Replacement Equipment Hire" cover is not extended beyond the **United Kingdom**.
- "Legal Expenses" cover is not extended beyond the **United Kingdom**.



B – Public Liability – extended cover option or Public Liability Only

This section only applies if the required additional premium has been paid and the cover is shown on **your** Insurance Schedule, or if **you** have purchased 'Public Liability Only' cover.

Legal Expenses cover is also included within 'Public Liability Only' cover. See the Legal Expenses cover details in Section 2 above and General Conditions.

Public Liability

What is covered

Within the **territorial limits**, **we** will pay up to the amount shown on **your** Insurance Schedule to indemnify **you** and any **policy partners** named on **your** Insurance Schedule against legal liability for accidental **bodily injury**; death to any person; or **accidental damage** to third party property, which arises from **your** or any **policy partners** use of or ownership of musical, entertainment, sound or lighting related equipment.

The total amount payable includes reasonable legal defence costs and expenses incurred by **you** and any **policy partners** and agreed with **our** written consent.

Indemnity to **principal**: **we** will indemnify any **principal** in respect of legal liability of such **principal** arising out of work carried out by **you** under a contract or agreement providing **we** retain sole conduct and control of any claim and:

- a) an indemnity would have been provided under this policy had the claim been made against **you**;
- b) the **principal** complies with and is subject to the terms and conditions of this policy in so far as they can apply.

What is not covered

- When **you** or any **policy partner** are under 16 at the time of the incident.
- The **excess**.
- Any legal liability in the United States of America or Canada or any countries, territories, possessions, dependencies or protectorates which operate under the laws of the United States of America or Canada.
- Any legal liability arising out of the ownership, possession or use of drones/Unassisted Aerial Vehicles, motorised vehicles, waterborne craft, airborne craft, animals, or firearms and weapons.
- Any legal liability arising out of or in connection with **your** trade, profession or business, or assumed under contract, other than that which is involved in music related activity.
- If legal liability arises from loss or damage to property which belongs to **you/your family**, any **policy partner** or is in **your** or any **policy partners** care, custody or control.
- If **you** or any **policy partner** are entitled to indemnity from another source.
- When punitive, exemplary or aggravated damages are awarded against **you** or any **policy partner**.
- Any legal liability where the other party involved is **your** employee, **policy partner** or a member of **your family** or household.
- Any legal liability not involving the use of musical, entertainment, sound or lighting related equipment and
- Any legal liability outside of the **territorial limits** shown on **your** Insurance Schedule.

Personal Accident

This cover is included as part of **your** Public Liability cover. Details of what is covered and not covered are set out in Section E (Personal Accident) above.



C – Mechanical Breakdown

This section only applies if the required additional premium has been paid and the cover is shown on **your** Insurance Schedule.

What is covered

Mechanical breakdown to electrical items, and all guitars and basses, that **you** have included within **your property insured**, as long as:

- The **mechanical breakdown** occurs within 5 years from the date of purchase of the **insured item(s)**; and
- **you** have owned the **insured item** from new.

Claims in respect of **mechanical breakdown** are settled on the following basis:

- New for old on **insured items** included within **your sum insured** at their new, replacement **value**;
- **Market value**, if **you** are unable to demonstrate the **insured items** original **value**;
- **Agreed value**, a sum that is evidenced by a valuation from a competent reputable source and dated within 12 months of the commencement date of **your period of insurance**, and thereafter every three years.

We will, at **our** option, repair an **insured item** to its prior level of functionality.

If the **insured item** cannot be repaired, or if the costs of repair exceed 80% of the costs of replacement, then **we** will replace the part or the **insured item** that has broken down with a similar article of like kind, functionality and quality; and which is the closest current new equivalent type or model. **We** may use specialist suppliers for repair or replacement chosen by **us**. Where the **property insured** is economical to repair but the parts required are obsolete, **we** will pay a cash settlement equivalent to the cost of the repair of the **property insured**.

What is not covered

- The **excess**.
- Failure to use or maintain the **property insured** in accordance with the manufacturer's instructions.
- Drones/Unassisted Aerial Vehicles;
- **Technological equipment** and **technological accessories**.
- Mobile phones and smart phones.
- Any **property insured** that is the subject of an existing warranty.
- The use of faulty computer software (other than firmware), accessories, computer tapes, floppy disks and computer viruses and non-proprietary expansion cards.
- Faulty workmanship, or latent defect.
- Damage to non-moving parts such as cabinet trim and fittings.
- Damage caused by foreign objects or substances not normally associated with the **property insured**.
- Any routine maintenance, cleaning, blockage, removal, tuning, realignment, modification or installation.
- **Property insured** purchased second hand from any source.
- Failure of leads, cables, batteries, bulbs, fuses, disks and memory cards.
- Corrosion, rust, change in temperature, dampness, dryness, shrinkage, evaporation, contamination, change in colour or finish, dust, chemical action or reaction, atmospheric or climatic conditions, frost, insect and vermin.
- Reinstatement of **electronic data**.
- **Property insured** which is purchased outside of the **United Kingdom**, unless the same equipment is sold, or has been previously sold within the **United Kingdom**.



GENERAL EXCLUSIONS (applicable to all sections unless otherwise stated)

We will not indemnify **you** or anyone else insured under this policy against any loss, **accidental damage**, bodily injury, legal liability or expense directly or indirectly arising out of, caused or contributed by, related to or linked to any of the following:

Asbestos

The manufacture, mining, processing, distribution, testing, remediation, removal, storage, sale, use or exposure to asbestos materials or materials containing asbestos.

Computer Virus

Any consequence, howsoever caused, including but not limited to Computer Virus in Electronic Data being lost, destroyed, distorted, altered, or otherwise corrupted.

For the purposes of this Policy, Electronic Data shall mean facts, concepts and information stored to form useable data for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware.

For the purposes of this Policy, Computer Virus shall mean a set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.

Contractual Liability

Any liability that only exists because of a contract or agreement.

Infectious Disease

Notwithstanding any other provision herein, this insurance does not cover any actual or alleged loss, damage, liability, injury, sickness, cost or expense, regardless of any other cause contributing concurrently or in any sequence, in any way caused by or resulting directly or indirectly:

- (a) Infectious or contagious disease;
- (b) any fear or threat of (a) above; or
- (c) any action taken to minimise or prevent the impact of (a) above.

Infectious or contagious disease means any disease capable of being transmitted from an infected person, animal or species to another person, animal or species by any means.

Intentional Actions

1. **You** or anyone else insured under this policy engaging in any illegal or criminal act.
2. **You** or anyone else insured under this policy being under the influence of drugs, solvents or alcohol, or the injection or ingestion of any substance except those prescribed by a registered medical doctor.
3. Suicide, attempted suicide or deliberate injury to **you** or anyone else insured under this policy or putting **yourself** in unnecessary danger (unless trying to save human life).
4. A deliberate or malicious act, or failure to act (omission).



Jurisdictions – USA and Canada

Any payment for any claims, settlement and/or compensatory damages, including any related injunction or restraining order costs and claimant costs recoverable from **you** or anyone else otherwise insured under this policy and/or defence costs in connection with any claim(s) made against **you** or anyone else otherwise insured under this policy alleging, arising out of, based upon, or attributable to legal action or litigation which is brought in a court of law constituted in the United States of America or Canada.

Micro-Organism

Mould, mildew, fungus, spores or other micro-organism of any type, nature, or description, including but not limited to any substance whose presence poses an actual or potential threat to human health.

Pollution

Pollution unless any loss or damage arises as a direct result of an accident.

Pressure Waves

Pressure waves from aircraft or other aerial devices travelling at supersonic speeds.

Prior Loss/Damage

Notwithstanding any other provision in this policy, any loss or damage which occurred prior to the **period of insurance**.

Punitive Damages, Penalties and Fines

Any award of punitive, aggravated or exemplary damages whether as fines, penalties, multiplication of compensatory awards or damages or in any other form.

Radiation

Any direct or indirect consequence of:

- i) Irradiation, or contamination by nuclear material; or
- ii) The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
- iii) Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.

Riot, Civil Commotion or Strikes

Any act of or participation with riots, civil commotion or strikes

Terrorism

Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.

War

Any direct or indirect consequence of war, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or Damage to Property by or under the order of any government, local or public authority.



Amendments

Mid-term amendments to **your** policy may be subject to an additional cost of cover (e.g. additional premium). Details of any other administration fees will be set out in **your** Terms of Business Agreement. Optional covers that **you** might have chosen can only be added or removed at new business inception or renewal and not during the policy term.

Automatic Reinstatement of Cover

In the event of a claim resulting in a total loss and subsequent replacement or cash payment, **we** will automatically reinstate cover on **your** replacement **insured item** upon confirmation from **you** of the new property to be insured, without change to the Insurance Schedule renewal date. If the **value** of **your** replacement **insured item** is higher than the **sum insured**, **you** will be asked to pay the proportionate additional premium. Following a claim, **we** reserve the right to decline cover under the terms and conditions of this policy or apply special terms.

Contracts (Rights of Third Parties) Act 1999

A person who is not insured under this contract has no right to enforce the terms and conditions of this policy under the Contracts (Rights of Third Parties) Act 1999, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

Renewal of Your Policy

We reserve the right not to invite the renewal of **your** policy. In this event **we** will notify **you** in writing to let **you** know.

We will issue a renewal quotation at least 21 days before **your** current policy end date. This will detail **your** current chosen covers, **insured items**, any policy changes, and the renewal premium. If **you** need to amend **your** cover, **insured items**, or personal details, please contact **us** so we can update **your** renewal quotation.

Payment options and details explaining what **you** need to do to renew **your** policy will be shown in **your** renewal quotation. **We** reserve the right not to invite the renewal of **your** policy. In this event **we** will notify **you** in writing to let **you** know.

Policy Limits

All sections of the policy have limits to the amount that **we** will pay under that section. Sometimes there are limits within the section for specific items. Full details are contained within this policy document and on **your Insurance Schedule**.

Policy Excess

You will have to pay any **excess** shown on **your Insurance Schedule**. **We** will only deduct one **excess** for each claim. If **we** have asked a supplier to deal with all or part of **your** claim, **we** may ask them to collect the **excess** from **you**.

Entitlement to Policy Benefits

The benefits detailed in this policy are only payable to the named policyholder and any claim may only be presented by the named policyholder or **your family** in the event of **your** death.

Fraud

If **you** or anyone acting for **you** makes a false or fraudulent claim, which includes but is not limited to;

- making a statement to **us** or anyone acting on **our** behalf, knowing the statement to be false;
- sending **us** or anyone acting on **our** behalf a document, knowing the document to be forged or false;
- making a claim for any loss or damage **you** caused deliberately or
- acting dishonestly or exaggerating a claim



We:

- a) are not liable to pay the claim: and
- b) may recover from **you** any sums paid by **us** to **you** in respect of the claim; and
- c) may by notice to **you** treat the contract as having been terminated with effect from the time of the fraudulent act.

If **we** exercise **our** right under (c) above, **we** shall not be liable to **you** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **our** liability under the insurance contract, such as the occurrence of a loss, the making of a claim, or the notification of a potential claim.

We will not return any of the premiums paid.

This information may also be shared with the police and other insurers for fraud prevention purposes.

Other Insurance

If at the time of any claim covered under this policy, **you** have any other insurance policy which covers the same loss, damage or liability, **we** will not pay more than **our** rateable share.

In respect of Public Liability, no cover is available under this insurance if **you** have indemnity from any other source.

Reasonable Care

You must take care to prevent any **accidental damage**, malicious damage or **theft** and keep **your insured item(s)** in accordance with the security requirements and maintain them in a good state of repair and condition. **You** must take care to comply with all statutory obligations and regulations imposed by any statutory, regulatory, or government authority.

Sanctions

We shall not be deemed to provide cover or be liable to pay any claim or provide any benefit under this policy to the extent that the provision of such cover, payment or provision of such benefit would expose **us** to any sanction, prohibition or restriction under United Nations' resolutions or the trade or economic sanctions, laws or regulations of the European Union, **United Kingdom** or United States of America.

Subrogation

If a third party is believed to be responsible for any claim, **we** may take over, defend or settle the claim, or take up any claim in **your** name for **our** own benefit. This is known as exercising **our** right of subrogation. **You** must give **us** all the help and information **we** reasonably require for the purpose of exercising this right. **You** will take no action or make any agreements that may weaken or remove **our** rights under this clause without our prior written permission. **We** will pay any costs or expenses involved in exercising **our** right of subrogation.

Under-insurance

If the insured **value you** have chosen is less than the full replacement **value** of **your insured items**, **we** will reduce any payment in line with the insured **value** shortfall.

For example, if **your** insured **value** was 75% of what it would have been if the insured **value** was equal to the replacement cost of **your insured item**, **we** will pay no more than 75% of **your** claim.

This does not apply to rare, vintage or antique instruments, which are of particular **value** due to their age, style or collectability, provided that **you** supply a valuation:

- a) that is less than 12 months old from the start of **your** first policy and then updated every three years; and
- b) has been provided by a reputable instrument retailer or other suitably qualified valuer; and
- c) values **your** instrument at the insured **value** you have chosen.



Thistle Insurance Services Limited

Thistle Insurance Services Limited process certain information in connection with this policy. Information that Thistle Insurance Services Limited process may be defined as personal and/ or sensitive personal information.

For more detailed information, please see Thistle Insurance Services Limited's full privacy notice set out at www.guardcover.co.uk/privacy-notice.

Bspoke Underwriting Ltd

We are Bspoke Underwriting Ltd, **our** data controller registration number, issued by the Information Commissioner's Officer, is Z7739575.

This information is relevant to anyone who uses **our** services, including policyholders, prospective policyholders, and any other individuals insured under a policy.

We are dedicated to being transparent about what **we** do with the information that **we** collect about **you** and **we** process **your** personal data in accordance with the relevant data protection legislation.

Why do we process your data?

The provision of **your** personal data is necessary for **us** to administer **your** insurance policy and meet **our** contractual requirements under the policy. **You** do not have to provide **us** with **your** personal data, but **we** may not be able to proceed appropriately or handle any claims if **you** decide not to do so.

What information do we collect about you?

Where **you** have purchased an insurance policy through one of **our** agents, **you** will be aware of the information that **you** gave to them when taking out the insurance. The agent will pass **your** information to **us** so that **we** can administer **your** insurance policy and fulfil **our** contract of insurance.

For specific types of insurance policies, for example when offering **you** a Personal Accident policy, **we** may process some special categories of **your** personal data, such as information about **your** health. **We** collect this data as **we** are required to use this information as part of **your** insurance quotation or insurance policy with **us**. **We** may also process the data where it is necessary for a legal obligation, or as part of the establishment or defence of a legal claim.

We also process special categories of **your** personal data as it is in the substantial public interest and it is necessary: i) for administering **your** insurance policy; or ii) to prevent and detect an unlawful act (e.g. fraud).

Privacy Notice

You can get more information about this by viewing **our** full Privacy Notice online [here](#) or request a copy by emailing **us** at dataprotection@bspokeunderwriting.co.uk. Alternatively, **you** can write to **us** at: Data Protection, Bspoke Underwriting Ltd, Brookfield Court, Selby Rd, Leeds LS25 1NB.

WATFORD INSURANCE COMPANY EUROPE LIMITED INFORMATION NOTICE

Personal Data provided in connection with this policy will be used and processed in line with the Information Notice. A copy of this is available at <https://www.watfordre.com/privacy-policy/>



ARAG Plc

This is a summary of how **we**, on behalf of ARAG Legal Expenses Insurance Company Limited, collect, use, share and store personal information. To view **our** full privacy statement, please see **our** website www.arag.co.uk

Collecting Personal Information

ARAG may be required to collect certain personal or sensitive information which may include name, address, date of birth and if appropriate medical information. **We** will hold and process this information in accordance with all relevant data protection regulations and legislation. Should **we** ask for personal or sensitive information, **we** undertake that it shall only be used in accordance with **our** privacy statement.

We may also collect information for other parties such as suppliers **we** appoint to process the handling of a claim.

Using Personal Or Sensitive Information

The reason **we** collect personal or sensitive information is to fulfil **our** contractual and regulatory obligations in providing this insurance product, for example to process premium or handle a claim. To fulfil these obligations, **we** may need to share personal or sensitive information with other organisations.

We will not disclose personal or sensitive information for any purpose other than the purpose for which it was collected. Please refer to **our** full privacy statement for full details.

Keeping Personal Information

We shall not keep personal information for any longer than necessary.

Your Rights

Any person insured by this policy has a number of rights in relation to how **we** hold personal data including; the right to a copy of the personal data **we** hold; the right to object to the use of personal data or the withdrawal of previously given consent; the right to have personal data deleted.

For a full list of privacy rights and when **we** will not be able to delete personal data, please refer to our full privacy statement.



How to Contact musicGuard

For Sales and Administration call: **0333 004 3888**

For Claims call: **0333 004 1999**

Email: support@Guardcover.co.uk

Website: www.musicGuard.co.uk

Our address:

musicGuard, Thistle Insurance Services Limited, Southgate House, Southgate Street, Gloucester, GL1 1UB

This document can be made available in large font on request.

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