

Flexicover

Your Document

– Policy Wording

POLICY WORDING

– Musicguard Flexicover

Who We are

Musicguard is a registered trading style of Thistle Insurance Services Limited, underwritten by UK General Insurance Limited on behalf of Great Lakes Insurance SE.

How to get further help

We have tried to make this document easy to understand, but if **You** have any questions please call Thistle Insurance Services Limited on **0333 004 3888** or write to **Us** at **Musicguard, Thistle Insurance Services Limited, Southgate House, Southgate Street, Gloucester, GL1 1UB**.

How to make a claim

If **You** have to make a claim please call Thistle Insurance Services Limited on **0333 004 1999** as soon as possible to tell **Us** about it. **You** can also refer to Section 6 of the Policy Wording for further details.

How **Your** Insurance works and who it is suitable for

Musicguard is suitable for all musicians, music teachers, producers, sound engineers, entertainers and composers, who play, teach or work at home or at venues and studios in the UK, Europe and Worldwide. The cover is for 12 months from the start date shown on **Your Insurance Schedule**.

You need to be aware that the Policy Wording is subject to certain exclusions and conditions. It is therefore essential that **You** are aware of what is covered and what is not and any security requirements and conditions **You** need to comply with. For simplicity, **We** use keywords or phrases which are shown in Definitions and these are listed in alphabetical order. They have the same meaning whenever they appear and will always be shown in **Bold Italics**.

Please notify **Us** of any change in **Your** circumstances. Failure to do so may invalidate **Your** cover.

To help **You** understand the cover provided **We** have laid out Section 2 under the following headings:

- **What is Covered** – This text gives information about the cover provided
- **What is Not Covered** – This text draws **Your** attention to what is not covered

In addition **You** should also read the Security Requirements, General Exclusions and Conditions which appear in Sections 3, 4 & 5.

Your Policy Wording should be read in conjunction with **Your Insurance Schedule**, as together they form the basis of **Your** insurance contract.

Cancellation Rights

If **You** decide that, for any reason, this policy does not meet **Your** insurance needs then please tell **Us** within 14 days of issue. On the condition that no claims have been made or are pending, **We** will then refund **Your** premium in full. Thereafter, **You** may terminate this insurance at any time. If **You** cancel the policy prior to the renewal date, **You** will receive a pro rata return of premium provided that no claim has been made or is pending during the current **Period Of Insurance**.

If a claim has been submitted or there has been any incident likely to give rise to a claim during the current **Period Of Insurance** a premium refund may not be given. If **You** are paying **Your** premium by monthly instalments and a claim is made, pending or likely, **You** will be required to continue with these until the premium is paid in full.

For further details on **Your** cancellation rights, please refer to Section 5 of the Policy Wording.

Section 1 – Definitions

Words shown in ***Bold Italics*** type have the same meaning wherever they appear in this policy. The words defined below are used throughout this policy. Any other definitions are shown in the section to which they apply.

- 1.1 ***Breakdown*** – means a mechanical, constructional, electron or electrical fault, and/or derangement, or a defect in operation, which stops the ***Property Insured*** fulfilling its intended purpose.
- 1.2 ***Collection*** – means more than 5 items of the same type which are made up of either CDs, vinyl records, tapes, mini disks, DVDs or karaoke tapes.
- 1.3 ***Commencement Date*** – means the date ***Your*** cover shall start as shown on ***Your Insurance Schedule*** as the “Commencement Date”.
- 1.4 ***Depreciation*** – means for ***Laptops*** and ***Laptop Accessories*** the following deductions will be made from the ***Sum Insured*** for wear and tear for items that are older than 18 months from the date of original purchase new:
Up to 18 months = Nil
Over 18 months and up to 36 months = 25%
Over 36 months = 50%
- 1.5 ***Domiciled*** – means ***You*** have been a ***United Kingdom*** resident for a minimum of 12 months at the time of inception of ***Your*** policy, ***You*** have a permanent residential address in the ***United Kingdom*** and ***You*** have not been travelling abroad continuously for more than 12 months.
- 1.6 ***Endorsement*** – means any terms and conditions additional to ***Your*** insurance policy and specified on ***Your Insurance Schedule***.
- 1.7 ***Evidence Of Ownership*** – means original purchase receipt, showing the date, price paid, details of the ***Property Insured*** and name and address of seller, or other evidence which clearly demonstrates ownership.
- 1.8 ***Excess*** – means the amount you must pay as the first part of each agreed claim as shown on ***Your Insurance Schedule***.
- 1.9 ***Forcible and/or Violent Entry*** – means entry evidenced by visible damage to the fabric of the building, or room.
- 1.10 ***Insurance Schedule*** – means the document issued to ***You*** which details ***Your*** name, address, cover selected and ***Sum Insured*** which should be read in conjunction with this policy.
- 1.11 ***Insured Location*** – means the brick or stone building of standard construction with a slate, tiled or multi layered roof where the ***Property Insured*** is usually kept, as stated on ***Your Insurance Schedule*** unless otherwise specified in an ***Endorsement***.
- 1.12 ***Laptops*** – means portable Laptop computers and notebooks used in conjunction with ***Your*** music related activity.
- 1.13 ***Laptop Accessories*** – means adaptors, cards, cases, data storage devices, input devices, networking accessories, docking stations, security devices and webcams that are used with ***Your Laptop***.
- 1.14 ***Loss*** – means any incident or event not otherwise specifically excluded in ***Your*** insurance policy, which results in the ***Property Insured*** being permanently lost.
- 1.15 ***Loss Of Limb*** – means the physical separation of a hand at or above the wrist, or of a foot at or above the ankle and shall include the total and irrecoverable loss of use of one or both hands, or feet respectively.
- 1.16 ***Loss Of Sight*** – means the total and irrecoverable Loss Of Sight in an eye.
- 1.17 ***Period Of Insurance*** – means the period specified on ***Your Insurance Schedule***.
- 1.18 ***Permanent Total Disablement*** – means a disability lasting at least 12 calendar months which entirely prevents ***You*** from attending to any business or occupation of any kind and at the end of that period being beyond the hope of improvement.
- 1.19 ***Policy Associate*** – means fellow musicians, music teachers, sound or lighting engineers, entertainers, and disc or visual jockeys who are named on ***Your Insurance Schedule*** other than ***You***, and who have paid an additional premium to extend the benefits of cover under Sections 2.5 and 2.6 only.
- 1.20 ***Property Insured*** – music related equipment belonging to ***You*** or for which ***You*** are responsible including guitars (acoustic and electric), drum kits (excluding accidental damage to cymbals), electronic music equipment, mixing desks, effects units and rack mounted equipment, mixers recorders and decks, pa systems, lighting and stage effects, costumes, cables (over £100), amplification equipment, microphones and stands, synthesisers and keyboards, pianos stringed or electric, stringed equipment including electric, woodwind, brass, percussion instruments, CD’s, vinyl records, tapes, mini disks, DVD’s or karaoke tapes, desktop computing equipment, ***Laptops***, ***Laptop Accessories*** and other music related accessories or equipment.
- 1.21 ***Removable Items*** – any ***Property Insured*** removed from the ***Insured Location***, subject to the limit shown on ***Your Insurance Schedule*** under “Cover outside of the ***Insured Location***” and which will be 25% or 50% of ***Your Sum Insured***, dependant on the limit that ***You*** have chosen.
- 1.22 ***Sum Insured*** – means the amount set out on ***Your Insurance Schedule***.
- 1.23 ***Territorial Limits*** – means as a ***United Kingdom*** resident ***Domiciled*** in the ***United Kingdom***, cover is applicable anywhere in the world.
- 1.24 ***Terrorism*** – any loss, or damage, or cost or expense of whatsoever nature directly or indirectly caused or occasioned by or happening through or in consequence of Terrorism or any action taken in controlling, preventing or suppressing any acts of Terrorism or in any way relating to this.
For the purpose of this exclusion “Terrorism” means the use of biological, chemical and/or nuclear force, contamination and/or threat thereof to any person, or group 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 in fear.
- 1.25 ***United Kingdom*** – means England, Scotland, Wales, the Channel Islands, Isle of Man and Northern Ireland.
- 1.26 ***Unoccupied Insured Location*** – means an ***Insured Location*** which is a furnished dwelling, but has not been lived in for more than 30 consecutive days.

1.27 **Value** – means

- (a) the usual new undiscounted replacement cost (including VAT) from a reputable dealer as at the **Commencement Date** of the **Period Of Insurance**; or
- (b) for collectable, rare or vintage instruments/items having a Value greater than usual replacement cost new, a sum as evidenced by a valuation by a competent reputable source undertaken not more than 12 months before the **Commencement Date** of the initial **Period Of Insurance** of the item and thereafter every three years.

1.28 **Voluntary Excess** – means any amount shown on **Your Insurance Schedule** which shall be payable by **You** towards a claim, but not applicable to Sections 2.5 – Personal Accident, 2.6 – Public Liability, 2.7 – Hire of Equipment and 2.9 **Breakdown**.

1.29 **We/Us/Our** – means UK General Insurance Limited on behalf of Great Lakes Insurance SE and Thistle Insurance Services Limited as administrator.

1.30 **You/Your** – means the insured person or any **PolicyAssociate** named on Your **Insurance Schedule** who is a resident of and **Domiciled** in the **United Kingdom**.

Section 2 – What is automatically covered and specific exclusions

The Security Requirements, General Exclusions and Conditions which apply to **Your** insurance policy are shown in sections 3, 4 and 5.

2.1 Theft of the *Property Insured* from the *Insured Location*

What is covered

We will at **Our** option, replace, or pay the cost of replacing the item of **Property Insured**, with a similar article of like kind, functionality and quality.

What is not covered

1. Any claim under £100.
2. Any **Excess** and/or **Voluntary Excess** as shown on **Your Insurance Schedule**.
3. Theft when the **Property Insured** is at the **Insured Location** unless involving **Forcible and/or Violent Entry** and **You** have complied with Security Requirement 3.2.
4. Theft from an **Unoccupied Insured Location**.
5. Theft by a person or persons to whom the **Property Insured** is entrusted.
6. Theft when hired out by **You** to any other person, unless **You** are in attendance.
7. Theft from any building at the **Insured Location** which is not of brick or stone built construction with a tiled or multi-layer roof and securely locked, unless specified in an **Endorsement**.
8. The matching of any parts of a set or **Collection**, not the subject of theft.
9. Unexplained theft.
10. **Depreciation** on **Laptops** and **Laptop Accessories** over 18 months old.
11. Theft of mobile phones, smartphones or e-books.

2.2 Theft of the *Removable Items* (when not from a vehicle)

What is covered

Within the **Territorial Limits**, **We** will at **Our** option, replace, or pay the cost of replacing the **Removable Items**, with a similar article of like kind, functionality and quality.

What is not covered

1. Any claim under £100.
2. Any **Excess** and/or **Voluntary Excess** as shown on **Your Insurance Schedule**.
3. Theft when the **Removable Items** are in a locked room or locked cupboard away from the **Insured Location** unless access is by **Forcible and/or Violent Entry** and **You** have complied with Security Requirements 3.1 (b) or 3.1 (c) as applicable.
4. Theft when the **Removable Items** are **Unattended**.
5. Theft by a person or persons to whom the **Removable Items** are entrusted.
6. Theft when hired out by **You** to any other person, unless **You** are in attendance.
7. The matching of any parts of a set or **Collection**, not the subject of theft.
8. Unexplained theft.
9. **Depreciation** on **Laptops** and **Laptop Accessories** over 18 months old.
10. Theft of mobile phones, smartphones or e-books.
11. Any claim higher than the **Removable Items** limit shown on **Your Insurance Schedule**.

2.3 Accidental damage to the *Property Insured*

What is covered

Within the *Territorial Limits*, *We* will at *Our* option, repair to its prior level of functionality or replace, any part, or, if beyond economic repair, replace the *Property Insured* with a similar article of like kind, functionality and quality. 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

1. Any claim under £100.
2. Any *Excess* and/or *Voluntary Excess* as shown on *Your Insurance Schedule*.
3. When accidental damage is sustained in transit to *Removable Items*, when handed to a recognised transport provider, unless securely packaged in a purpose designed *Rigid Bodied Case*.
4. Instruments and fragile electronic items being part of *Removable Items* in any vehicle accompanied by *You* or *Your* representative, unless in a *Rigid Bodied Case*.
5. When hired out by *You* to any other person, unless *You* are in attendance.
6. When *Removable Items* are *Unattended*.
7. Accidental damage to leads and cables.
8. Wear and tear, gradually operating causes, wet or dry rot, atmospheric or climatic conditions, frost, insect and vermin.
9. Marring, scratching, and denting other than to musical instruments.
10. Corrosion, rust, change in temperature, dampness, dryness, shrinkage, evaporation, contamination, change in colour or finish, dust, chemical action or reaction.
11. Mechanical, electronic or electrical *Breakdown* and/or derangement unless fire ensues immediately.
12. Defects in operation.
13. Failure to use or maintain the *Property Insured* in accordance with the manufacturer's instructions.
14. Faulty or defective design, materials or workmanship or latent defect.
15. The matching of any undamaged parts of set or *Collection*.
16. *Depreciation* on *Laptops* and *Laptop Accessories* over 18 months old and beyond economical repair.
17. Accidental damage to mobile phones, smartphones or e-books.
18. Any claim higher than the *Removable Items* limit shown on *Your Insurance Schedule*.

2.4 Loss

What is covered

Within the *Territorial Limits*, *We* will at *Our* option replace, or pay the cost of replacing the item of *Property Insured* with a similar article of like kind, functionality and quality.

What is not covered

1. Any claim under £100.
2. Any *Excess* and/or *Voluntary Excess* as shown on *Your Insurance Schedule*.
3. Unexplained *Loss*.
4. When hired out by *You* to any other person, unless *You* are in attendance.
5. When the *Removable Items* are *Unattended*.
6. The matching of any parts of a set, or *Collection* not forming part of the *Loss*.
7. *Depreciation* on *Laptops* and *Laptop Accessories* over 18 months old.
8. Loss of mobile phones, smartphones or e-books.
9. Any claim higher than the *Removable Items* limit shown on *Your Insurance Schedule*.

2.5 Personal Accident

What is covered

We will pay the amount shown below if at any time whilst **You** are using an item of musical, entertainment, sound or lighting equipment, **You** are involved in an accident, which shall solely and independently of any other cause, cause bodily injury which results in either **Your** death, **Loss Of Limb**, **Loss Of Sight** or **Permanent Total Disablement**.

The amounts **We** will pay under this section are:

- **Loss Of Limb** £5,000
- **Loss Of Sight** £5,000
- **Permanent Total Disablement** £10,000
- Death £10,000

Benefit under this section shall be payable to **You** or **Your** nominees, and shall be limited to a maximum of £10,000 per person. This cover is provided for **You**.

What is not covered

1. When **You** are under 16.
2. **Permanent Total Disablement** benefit when over 65.
3. Suicide, attempted suicide or intentional self-injury or deliberate exposure to exceptional danger (except in an attempt to save human life), or insanity or **Your** own criminal act.
4. When directly or indirectly resulting from stress, trauma or psychiatric illness.
5. Any benefit when **Your** death, injury or **Loss** does not occur within 180 days of the accident.
6. Any benefit when **You** cannot prove to **Us** that the **Permanent Total Disablement** has continued for 12 months from the date of the accident and in all probability will continue for the remainder of **Your** life.
7. More than one benefit under this section.
8. Any accident not involving the use of an item of musical, entertainment, sound or lighting equipment.

2.6 Public Liability

What is covered

Within the **Territorial Limits**, **We** will, in respect of the amount shown on **Your Insurance Schedule** which **You** become legally liable for, pay for accidental bodily injury, death, disease, or accidental damage to any person or accidental damage to third party property which arises from **Your** use of or ownership of musical, entertainment, sound or lighting equipment providing **You** are a resident of the **United Kingdom**. The total amount payable includes reasonable defence costs and expenses incurred by **You** with **Our** written consent in connection with any liability insured under this insurance policy.

The maximum limit of Public Liability cover automatically included within **Your** policy is £1 million.

What is not covered

1. When **You** are under 16.
2. An **Excess** of £500 for each and every claim arising from damage to third party property.
3. Liability arising from **Loss** or damage to property which belongs to **You** or is in **Your** care custody or control.
4. Where **You** are entitled to indemnity from another source.
5. When punitive, exemplary or aggravated damages are awarded against **You**.
6. Indemnity under this section in respect of injury, **loss**, damage, cost or expense of whatsoever nature directly or indirectly caused by, or resulting from or in connection with any act of **Terrorism**.
7. Any liability for bodily injury, **Loss** or damage:
 - (a) To **Your** employees or members of **Your** family or household or to their property.
 - (b) Arising out of or in connection with **Your** trade, profession or business, or assumed under contract other than that of musician, music teacher, sound or lighting engineer, entertainer, disc or visual jockey.
 - (c) Arising out of the ownership, possession, use or occupation of land or buildings.
 - (d) Arising out of the ownership, possession or use of motorised vehicles, yachts or motorised waterborne craft, airborne craft, unmanned aerial vehicles or drones of any description, animals or firearms and weapons.
8. Any liability not involving the use of musical, entertainment, sound or lighting equipment.

2.7 Hire of Equipment

What is covered

We will pay for the hire of alternative equipment from a recognised reputable dealer whilst awaiting repair or replacement of **Property Insured** when the subject of an approved claim.

What is not covered

1. More than 10% of the **Sum Insured** or £250 whichever is the lesser for each item to a maximum of £3,000 during any one **Period Of Insurance**.
2. When the claim has not been approved.
3. Where **Our** prior authority has not been obtained.
4. Where the hire costs are greater than a normal charge through a recognised supplier of temporary replacement equipment.

Optional Covers

These sections only apply if the required additional premium has been paid and the cover is shown on **Your Insurance Schedule**.

2.8 Theft of the **Removable Items** when from a vehicle

What is covered

Within the **Territorial Limits**, **We** will at **Our** option, replace, or pay the cost of replacing the **Removable Items**, with a similar article of like kind, functionality, and quality.

When at the **Insured Location**, the **Property Insured**, must be removed from **Your** vehicle and stored within the **Insured Location**.

What is not covered

1. Any claim under £100.
2. Any **Excess** and/or **Voluntary Excess** as shown on **Your Insurance Schedule**.
3. Theft by a person or persons to whom the **Removable Items** are entrusted.
4. Theft when **You** have not complied with Security Requirement 3.3.
5. Theft when access has not been made by **Forcible and/or Violent Entry**.
6. Theft of a rigid bodied trailer containing the **Removable Items** unless the vehicle is stolen at the same time and subject to security requirement 3.3 (j).
7. When an additional premium has not been paid.
8. The matching of any parts of a set or **Collection**, not the subject of Theft.
9. Unexplained Theft.
10. **Depreciation** on **Laptops** and **Laptop Accessories** over 18 months old.
11. Theft when the **Removable Items** are not in a **Locked Luggage Compartment** of a vehicle.
12. Theft of mobile phones, smartphones and e-books when from a vehicle.
13. Theft from a vehicle which is at the **Insured Location**.

2.9 Breakdown

What is covered

Within the **Territorial Limits** covering any electronic item up to seven years old from date of manufacture, and all guitars and basses (including electric) and all music instruments where covered by this section.

We will, at **Our** option, repair to the previous level of functionality or replace if beyond economic repair, where the **Property Insured** has failed due to a mechanical, constructional, electronic or electrical **Breakdown**, and/or derangement, or a defect in operation, and pay the cost of transport to and from **Our** appointed repair specialists.

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

1. An **Excess** of £50 for each and every item.
2. Where the **Property Insured** is still the subject of a manufacturer's warranty.
3. Failure to use or maintain the **Property Insured** in accordance with the manufacturer's instructions.

4. The use of faulty computer software (other than firmware), accessories, computer tapes, floppy disks and computer viruses, and non-proprietary expansion cards.
5. Faulty or defective design, materials or workmanship, or latent defect.
6. When an additional premium has not been paid.
7. Damage to non-working parts such as cabinet trim and fittings and change in colour of finish.
8. Damage caused by foreign objects or substances not normally associated with the product.
9. Repairs carried out by persons not authorised by **Us** or without **Our** prior approval.
10. Any routine maintenance, cleaning, blockage removal, tuning, realignment, modification or installation.
11. Charges where a fault covered by warranty cannot be found with the product.
12. **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**.
13. Any electronic items (excluding electric guitars and basses) aged over 7 years from date of manufacture.
14. Failure of leads and cables.
15. Wear and tear, gradually operating causes, wet or dry rot, atmospheric or climatic conditions, frost, insect and vermin.
16. Corrosion, rust, change in temperature, dampness, dryness, shrinkage, evaporation, contamination, change in colour or finish, dust, chemical action or reaction.
17. **Depreciation** on **Laptops** and **Laptop Accessories** over 18 months old and beyond economical repair.
18. Mobile phones, smart phones and e-books.

2.10 Territorial Limits – extended cover abroad

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

As a **United Kingdom** resident **Domiciled** in the **United Kingdom**, cover can be extended outside these **Territorial Limits**. Subject to the payment of the required additional premium and the cover shown on **Your Insurance Schedule**, cover is extended to:

- a) Anywhere in the European Union at any time and a total of up to 30 days Worldwide during any one **Period Of Insurance**; or
- b) Worldwide at any time during the **Period Of Insurance**.

Refer to “What is covered” throughout each specific element of cover in Section 2 of **Your** Policy Wording as this will remain in place. This applies to cover that is automatically applicable and any Optional Covers that **You** have chosen.

What is not covered

1. Refer to “What is not covered” throughout each specific element of cover in Section 2 of **Your** Policy Wording as this will remain in place. This applies to cover that is automatically applicable and any Optional Covers that **You** have chosen.

2.11 Public Liability and Personal Accident – extension of cover

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

What is covered

Within the **Territorial Limits**, **We** will extend the cover beyond that defined in Section 2.5 and 2.6 of **Your** Policy Wording to include the following:

- Increased levels of Public Liability cover, dependant on the amount chosen by **You** and/or
- Cover to include any **Policy Associate** named on **Your Insurance Schedule** and up to the maximum level of Public Liability cover shown on **Your Insurance Schedule**

Personal Accident cover is automatically included within **Your** Public Liability cover.

The levels of cover included within **Your** Personal Accident cover remain the same as those defined in Section 2.5, regardless of the limit of liability level of Public Liability cover shown on **Your Insurance Schedule**.

What is not covered

1. Refer to “What is not covered” throughout each specific element of cover in Section 2.4 and 2.5 of **Your** Policy Wording as this will remain in place and will apply to **You** and any **Policy Associate** named on **Your Insurance Schedule**.

Section 3 – Security Requirements

3.1 Security Requirements for Removable Items

Accidental Damage, Theft or **Loss** of the **Removable Items** whilst away from the **Insured Location** shall only be covered in circumstances where:

- (a) The **Removable Items** are not left **Unattended**; or
- (b) The **Removable Items** are inside a locked room or locked cupboard, and any security devices have been made operational.
- (c) The **Removable Items** are kept temporarily for a period of not more than 72 hours at any one time in a place of entertainment, and have been handed to a proprietor or manager for safekeeping, and kept in a secure locked room, with security devices having been made operational.

3.2 Security Requirements at the Insured Location

Accidental Damage, Theft or **Loss** whilst the item of **Property Insured** is at the **Insured Location** shall only be covered in circumstances where:

For Property Insured with an aggregate Value of over £15,000

- (a) The security at the **Insured Location** shall be a minimum of a 5 lever mortice deadlock conforming to BS3621, 5 lever padlock or 5 lever locking device on all external doors; and
- (b) Key operated window locks to all accessible windows at the **Insured Location**; or
- (c) Such locks be fitted to the doors and windows of room(s) in which the **Property Insured** is kept; and
- (d) All security devices must be in operation when there is no adult in the **Insured Location**.

For Property Insured with an aggregate Value of over £30,000

In addition to 3.2 (a) to (d) above:

- (e) A minimum of a NSI approved alarm.

For Property Insured with an aggregate Value of over £50,000

In addition to 3.2(a) to (e) above:

- (f) The alarm referred to in 3.2(e) must be maintained under an agreement with a NSI approved installer or another contractor approved by **Us** in writing.
- (g) The alarm must be connected to a police station and an alarm receiving central station by Redcare or another central monitoring system approved by **Us** in writing.
- (h) The alarm must be in full and effective working order and in the event of notification of activation a key holder shall attend without delay.
- (i) In the event of any notification from the police, alarm installer/maintenance company, local authority or central monitoring station, that their services are withdrawn or suspended, **You** must notify **Us** within one working day, and comply with any requirements stipulated by **Us** in order to ensure the continuance of cover.

Any further additional security requirements at the **Insured Location** as may be required and specified by an **Endorsement** on **Your Insurance Schedule**.

3.3 Security Requirements for vehicles

Theft whilst **Removable Items** are in a vehicle shall only be covered in circumstances where:

- (a) The **Removable Items** are stored in a **Locked Luggage Compartment**.
- (b) All doors, windows and other openings of the vehicle are left closed, securely locked and properly fastened.
- (c) Access to the vehicle must be by **Forcible and/or Violent Entry**.
- (d) All security devices installed in the vehicle are in operation; and
- (e) When **Removable Items** exceed £15,000 in the aggregate or an individual item exceeding £3,000, the vehicle must be fitted with a Thatcham Category 1 or 2 alarm/immobiliser.
- (f) If the alarm/immobiliser is not factory fitted, it must have been installed by an approved installer, and evidence of such must be provided in the event of a claim.
- (g) When **You** are outside of the **United Kingdom** and it is impossible to comply with the Thatcham Security Requirements specified in 3.3(e), 3.3(k) or 3.3(l) in respect of loaned, hired or borrowed vehicles Theft shall only be covered if the vehicle is fitted with a factory fitted alarm or immobiliser and evidence of its existence must be provided in the event of a claim.

- (i) Any vehicle used must have:
- a valid motor insurance;
 - a valid MOT certificate where applicable;
 - current road tax where applicable; and
 - all windows and locks that are capable of rendering the vehicle secure.

Requirements in addition to 3.3 (a) to (i) for:

- (j) Trailers - where in a locked rigid bodied trailer it must be attached to the vehicle by a shackle bolt.
- (k) Hatchback, four wheeled drive, estate car, MPV or SUV - where in a rear storage area of a hatchback, four wheel drive, estate car, MPV or SUV a factory fitted cover must be in place and if not available, the **Removable Items** must be out of sight, and if the **Value** is less than referred to in 3.3(e) **You** must have a Thatcham approved Category 3 steering lock immobiliser fitted to the vehicle unless 3.3(e) security is installed whether required or not.
- (l) Van, mini bus or campervan - where in a rigid bodied van, mini bus or campervan, the windows must be obscured and the **Removable Items** must be in a compartment not accessible from the driver's area or where the compartment is accessible, the **Removable Items** must be out of sight, and if the **Value** is less than referred to in 3.3(e) **You** must have a Thatcham approved Category 3 steering lock immobiliser fitted to the vehicle unless 3.3(e) security is installed whether required or not.

Section 4 – General Exclusions applicable to the *Your* insurance

- 4.1 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.
- 4.2 Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.
- 4.3 Any direct or indirect consequence of irradiation, or contamination by nuclear material; or the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.
- 4.4 Pressure waves from aircraft or other aerial devices travelling at supersonic speeds.
- 4.5 Wilful, self-inflicted injury or illness, suicide or an attempt to commit suicide.
- 4.6 Wilful exposure to danger (except in an attempt to save a human life), solvent abuse, being under the influence of alcohol or drugs, except those prescribed by a registered Doctor and not those drugs prescribed for drug addiction, or **You** engaging in any illegal or criminal act or intentional causes at the direction of, or with **Your** knowledge.
- 4.7 Any Liability in excess of the **Sum Insured**, or **Value**, whichever is the lesser.
- 4.8 The **Property Insured** where **Evidence Of Ownership** has not been provided.
- 4.9 Any additional claims costs resulting from supply of equipment from outside the **United Kingdom**, when items are unavailable in the **United Kingdom** or delivery is required to addresses outside of the **United Kingdom**.
- 4.10 Any individual item of **Property Insured** with a **Value** over £10,000 unless **We** have agreed cover and included the item on **Your Insurance Schedule** and specified any applicable **Endorsement**.
- 4.11 Any consumable items such as strings, leads, cables, reeds, drum skins and accidental damage to cymbals, valves, speaker cones, bulbs, fuses, wiring failure, disks and software (unless the software is purchased new as a standard software package used exclusively for the production of music, and providing that it cannot be reinstated from a backup disk (any such back up disk must be kept in a separate location), and that any code (a record of which must be kept by **You**) or protection device is no longer available or will operate, and sound cards (unless installed as part of the **Property Insured**).
- 4.12 Any **Laptops** and **Laptop Accessories** purchased second hand from any source, including eBay, and which were not new at the time of **Your** purchase of the items.
- 4.13 **Collections** of CDs, vinyl records, dats, mini disks, DVDs and karaoke tapes, except when there is a **Loss** of the entire **Collection** as a result of fire, flood or theft, when **We** will at **Our** discretion replace all or part of any **Loss** and any un-replaced items be compensated by payment.
- 4.14 Any consequence, howsoever caused, including but not limited to Computer Virus in Electronic Data being lost, destroyed, distorted, altered, or otherwise corrupted. 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. 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.

Section 5 – Conditions

5.1 Amendments

Mid-term amendments to **Your** policy, excluding changes to personal details are subject to payment of any additional cost of cover and, when made by telephone or by post, an administration charge. Amendments made via **Our** online amendment process are not subject to an administration charge. No refunds are payable for reductions in cover resulting from mid-term amendments made to **Your** policy by **You**.

5.2 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 equipment upon confirmation from **You** of the new property to be insured without change to the **Insurance Schedule** renewal date. Following a claim, **We** reserve the right to decline cover under the terms and conditions of this policy or apply special terms.

5.3 Cancellation

If **You** decide that, for any reason, this policy does not meet **Your** insurance needs then please tell **Us** within 14 days of issue. On the condition that no claims have been made or are pending, **We** will then refund **Your** premium in full. Thereafter, **You** may terminate this insurance at any time. If **You** cancel the policy prior to the renewal date, **You** will receive a pro rata return of premium provided that no claim has been made or is pending during the current **Period Of Insurance**.

If a claim has been submitted or there has been any incident likely to give rise to a claim during the current **Period Of Insurance** a premium refund may not be given. If **You** are paying **Your** premium by monthly instalments and a claim is made, pending or likely, **You** will be required to continue with these until the premium is paid in full.

We shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document 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** known address. Valid reasons may include, but are not limited to:

- a) Fraud
- b) Non-payment of premium
- c) Threatening and abusive behaviour
- d) Non-compliance with policy terms and conditions.

Provided the premium has been paid in full **You** shall be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance.

5.4 Contracts (Rights of Third Party) Act 1999

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

5.5 Data Sharing

Under the terms of the Memorandum of Understanding in respect of information sharing between the Police Service and the Insurance industry, **We** will ask for **Your** consent that personal data can be shared with the relevant Police Constabulary to assist in the validation of **Your** claim. Failure to give **Your** consent may prejudice **Your** claim.

5.6 Entitlement to policy benefits

The benefits detailed in this policy in respect of the **Property Insured** are only payable to the named policyholder and any claim may only be presented by the named policyholder.

5.7 False/Fraudulent claims

If any claim made under this policy by the insured or anyone acting on behalf of the insured is fraudulent or intentionally exaggerated or if any false declaration or statement shall be made in support thereof, all benefit under this policy shall be forfeited.

We will, at our discretion, terminate the policy from the date of claim, or alleged claim, or **We** will not pay the claim if:

- i. a claim the insured person has made to obtain benefit under this policy is fraudulent or intentionally exaggerated, or
- ii. a false declaration or statement is made in support of a claim.

In such circumstances, we will be entitled to retain the premium paid by the insured and to demand the return of any sums paid in respect of the claim.

5.8 Important Changes

The cover under **Your** insurance policy is based on information **You** have given **Us** and confirmed on **Your Insurance Schedule**. **You** must tell **Us** as soon as possible if any of this information changes, as **Your** cover will be affected.

5.9 Consumer Insurance Act

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

5.10 Other Insurance

If at the time of any claim covered under this insurance policy, **You** have any other insurance or guarantee which covers the same theft, accidental damage, **Loss**, damage or personal accident, **We** will only pay a rateable share of the claim. In respect of Public Liability cover under Section 2.5 no cover is available under **Your** insurance policy if **You** have indemnity from any other source.

5.11 Reasonable Care

You must take care to prevent any accidental damage, theft or **Loss** and keep **Your Property Insured** and the **Insured Location** 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.

5.12 Subrogation

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

5.13 Under Insurance

A proportionate reduction in any claims settlement will be made should **You** under insure (i.e. the **Sum Insured** is less than **Value**).

5.14 Several Liability

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

Section 6 – Claims

On the happening of any event which may give rise to a claim:

6.1 **You** shall give immediate notice, as soon as **You** become aware to:

- a) the police in respect of any theft or malicious damage and
- b) **Us** via

**Claims Department,
Thistle Insurance Services Limited,
Southgate House,
Southgate Street,
Gloucester,
GL1 1UB
0333 004 1999**

Failure to comply with either or both clause 6.1 (a) or (b) may result in a claim being rejected.

6.2 Within 30 days of notifying **Us**, **You** shall supply, at **Your** own expense, full details of the claim in writing together with any supporting information, **Evidence Of Ownership** and proofs which **We** may reasonably require.

Failure to comply with clause 6.2 may result in a claim being rejected.

6.3 No claim shall be paid until **You** have complied with clause 6.1 and 6.2.

6.4 **We** have the right, without thereby incurring any liability and without diminishing **Your** right to rely on any condition of **Your** insurance policy, to take and keep possession of the **Property Insured** and to deal with salvage in a reasonable manner, but **You** shall not abandon any **of the Property Insured to Us**.

6.5 **You** shall give such information and assistance as **We** may reasonably require, to substantiate any claim and where requested, provide proof of **Your** identity prior to settlement of any claim.

6.6 In respect of Public Liability claims, **You** must send **Us** any claim, writ or summons as soon as **You** receive it. Do not negotiate, pay or settle, admit or deny any claim without **Our** written permission. **You** must also notify **Us** in writing of any impending prosecution inquest or fatal accident enquiry.

6.7 UK General Insurance Limited is an agent of Great Lakes Insurance SE and in the matters of a claim act on behalf of the insurer.

Section 7 – What to do if you have a complaint

It is the intention to give **You** the best possible service but if **You** do have any questions or concerns about this insurance or the handling of a claim **You** should follow the Complaints Procedure below:

If **Your** complaint is about the sale of **Your** policy, please

email: info@musicguard.co.uk

call: 0333 004 3888

or write to:

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

If **Your** complaint is about a claim, please

email: guardclaims@thistleinsurance.co.uk

call: 0333 004 1999

or write to:

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

In all correspondence please state that **Your** insurance is provided by UK General Insurance Limited.

If **Your** complaint is about a claim and it cannot be resolved by the end of the third working day it will be passed to:

**Customer Relations Department,
UK General Insurance Limited,
Cast House,
Old Mill Business Park,
Gibraltar Island Road,
Leeds,
LS10 1RJ**

Tel: **0345 218 2685**

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

If it is not possible to reach an agreement about either the sale of **Your** policy or a claim, **You** have the right to make an appeal to the Financial Ombudsman Service. This also applies if **You** are insured in a business capacity and have an annual turnover of less than €2million and fewer than ten staff. **You** may contact the Financial Ombudsman Service at:

**The Financial Ombudsman Service,
Exchange Tower,
London,
E14 9SR**

Tel: **0300 123 9 123**

Email: **complaint.info@financial-ombudsman.org.uk**

The above complaints procedure is in addition to **Your** statutory rights as a consumer. For further information about **Your** statutory rights contact **Your** local authority Trading Standards Service or Citizens Advice Bureau.

Section 8 – Compensation Scheme

Great Lakes Insurance SE is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme, if Great Lakes Insurance SE cannot meet its obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. **You** can get more information about compensation scheme arrangements from the FSCS or visit www.fscs.org.uk

Section 9 – UK General Insurance Ltd Privacy Notice

We are UK General Insurance Ltd, referred to as “we/us/our” in this notice. Our data controller registration number issued by the Information Commissioner’s Officer is Z7739575.

This privacy notice is relevant to anyone who uses our services, including policyholders, prospective policyholders, and any other individuals insured under a policy. We refer to these individuals as “you/your” in this notice.

We are dedicated to being transparent about what we do with the information that we collect about you. 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.

For specific types of insurance policies, for example when offering you a travel insurance policy, we may process some special categories of your personal data, such as information about your health.

We have a legitimate interest to 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.

UK General's full privacy notice

This notice explains the most important aspects of how we use your data. You can get more information about this by viewing our full privacy notice online at <http://ukgeneral.com/privacy-notice> or request a copy by emailing us at dataprotection@ukgeneral.co.uk.

Alternatively, you can write to us at: **Data Protection, UK General Insurance Ltd, Cast House, Old Mill Business Park, Gibraltar Island Road, Leeds, LS10 1RJ.**

Section 10 – Great Lakes Insurance SE 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.munichre.com/en/service/privacy-statement/index.html>.

Section 11 – Information about *Your* insurance providers

Musicguard is a registered trading style of Thistle Insurance Services Limited, Lloyd's Broker. Authorised and regulated by the Financial Conduct Authority. Registered office:

**Rossington's Business Park,
West Carr Road,
Retford,
Nottinghamshire,
DN22 7SW**

Registered in England No. 00338645.

UK General Insurance Limited whose registered office is at:

**Cast House,
Old Mill Business Park,
Gibraltar Island Road,
Leeds,
LS10 1RJ**

The company is authorised and regulated by the Financial Conduct Authority.

This can be checked on the Financial Services Register at www.fca.org.uk/firms/systems-reporting/register or by calling them on **0800 111 6768**.

Great Lakes Insurance SE is a German insurance company with its headquarters at Königinstrasse 107, 80802 Munich. UK Branch office: Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ.

Great Lakes Insurance SE, UK Branch, is authorised by Bundesanstalt für Finanzdienstleistungsaufsicht and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Details about the extent of their regulation by the Financial Conduct Authority and Prudential Regulation Authority are available on request.

How to contact *Us*

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

For Claims call: **0333 004 1999**

Email: info@musicguard.co.uk

Website: www.musicguard.co.uk

Our address:

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

Law applicable to the contract

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

This document can be made available in other formats on request.

Musicguard

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

T: 0333 004 3888

E: info@musicguard.co.uk

W: www.musicguard.co.uk