Musicguard - Home and Studio

Your Documents

- **Policy Wording**

www.musicguard.co.uk

musicguard
insuring the UK's musicians

Policy Wording

Musicguard Home & Studio

Certificate Of Insurance

Arranged by Thistle Insurance Services Limited with UK General Insurance Ltd on behalf of Ageas Insurance Ltd.

Introduction
Musicguard is underwritten by UK General Insurance Ltd on behalf of Ageas Insurance Ltd. This certificate of insurance gives **You** a full explanation of **Your** cover. Please read this carefully to avoid any misunderstanding and check all the details are correct and that **You** have the protection **You** need and know what to do should **You** need to claim. Please notify **Us** of any change in **Your** circumstances. Failure to do so may invalidate **Your** cover. **We** have tried to make this document easy to understand, but if **You** have any questions please call **Us** on 0844 8261 880, or write to **Us** at the address shown in Section 10.

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.

How to Read Your Musicguard certificate of insurance
You need to be aware that all insurance certificates are 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 with an initial capital letter so as to remind **You** of their importance.

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

Signed on Behalf of UK General Insurance Ltd.

Karen Beales
Technical Director
UK General Insurance Ltd

Section 1

DEFINITIONS

1.1 Accident - means a sudden and unexpected event which happens by chance during the **Period Of Insurance.**
1.2 Accidental Damage - means the sudden and unforeseen **Accidental Damage** to the item of **Property Insured** or third party property not otherwise specifically excluded from this certificate of insurance.
1.3 Bodily Injury - means death or identifiable physical injury.
1.4 Breakdown - means a mechanical, constructional, electronic or electrical fault, and/or derangement, or a defect in operation, which stops the **Property Insured** fulfilling its intended purpose.
1.5 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.
1.6 Commencement Date - means the date **Your** cover shall start as shown on **Your Insurance Schedule** as the "**Commencement Date**".
1.7 Depreciation – means for **Laptops** 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%
1.8 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.
1.9 Endorsement - means any terms and conditions additional to this certificate of insurance and specified on **Your Insurance Schedule.**
1.10 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.
1.11 Excess – means:
a) any compulsory amount shown on **Your Insurance Schedule** by **Endorsement**; and/or
b) the first £50 for each and every item where an additional **Premium** has been paid to extend cover under Section 2.7 for **Breakdown**; and/or
c) the first £500 of each and every claim arising from damage to third party property under Section 2.5 for Public Liability Such amounts shall be payable by **You.**
1.12 Forcible and/or Violent Entry - means entry evidenced by visible damage to the fabric of the building, or room.
1.13 Insurance Schedule - means the document issued to **You** which details **Your** name, address, cover selected and **Property Insured** which should be read in conjunction with this policy.
1.14 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.**
1.15 Laptops – means portable laptop computers and notebooks.
1.16 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.**
1.17 Loss - means any incident or event not otherwise specifically excluded in this certificate of insurance, which results in the **Property Insured** being permanently lost.
1.18 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.
1.19 Loss Of Sight - means the total and irrecoverable **Loss Of Sight** in an eye.
1.20 Period Of Insurance - means the period specified on **Your Insurance Schedule.**
1.21 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.
1.22 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 2.4 and 2.5 only.
1.23 Premium - means the amount referred to as such on **Your Insurance Schedule.**
1.24 Property Insured - means the items listed on **Your Insurance Schedule.**
1.25 Sum Insured - means the amount set out on **Your Insurance Schedule.**
1.26 Territorial Limits - means as a **United Kingdom** resident **Domiciled** in the **United Kingdom**, cover is applicable anywhere in the world.
1.27 Terrorism - means an act - whether involving violence or the use of force or not - or the threat or the preparation thereof, of any person or group(s) of persons - whether acting alone or on behalf of or in connection with any organisation(s) or government(s) which is designed to, or does intimidate or influence a de jure or de facto government or the public or a section of the public, or disrupt any segment of the economy and from its nature or context is done in connection with political, social, religious, ideological or similar causes or objectives.
1.28 Theft - means the unauthorised dishonest appropriation or attempted appropriation of the **Property Insured** by another person with the intention of permanently depriving **You** of it.
1.29 United Kingdom - means England, Scotland, Wales, the Channel Islands, Isle of Man and Northern Ireland.
1.30 Unoccupied Insured Location - means an **Insured Location** which is a furnished dwelling, but has not been lived in for more than 30 consecutive days.
1.31 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.
1.32 Voluntary Excess - means any amount shown on **Your Insurance Schedule** which shall be payable by **You** towards a claim, but not applicable to Sections 2.4 – Personal Accident, 2.5 – Public Liability, 2.6 – Hire of Equipment and 2.7 Breakdown.
1.33 We/Us/Our - means UK General Insurance Ltd on behalf of Ageas Insurance Limited.
1.**34 You/Your** - means the insured person or any **Policy Associate** named on **Your Insurance Schedule** who is a resident of and **Domiciled** in the **United Kingdom.**

Section 2

WHAT IS COVERED AND SPECIFIC EXCLUSIONS

The Security Requirements, General Exclusions and Conditions which apply to **Your** Musicguard certificate of insurance are shown in Sections 3, 4 & 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 3.1.
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.

2.2 Accidental Damage to the Property Insured at the Insured Location

What is Covered
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 hired out by **You** to any other person, unless **You** are in attendance.
4. **Accidental Damage** to leads and cables.
5. Wear and tear, gradually operating causes, wet or dry rot, atmospheric or climatic conditions, frost, insect and vermin.
6. Marring, scratching, denting other than to musical instruments.
7. Corrosion, rust, change in temperature, dampness, dryness, shrinkage, evaporation, contamination, change in colour or finish, dust, chemical action or reaction.
8. Mechanical, electronic or electrical **Breakdown** and/or derangement unless fire ensues immediately.
9. Defects in operation.
10. Failure to use or maintain the **Property Insured** in accordance with the manufacturer's instructions.
11. Faulty or defective design, materials or workmanship or latent defect.
12. The matching of any undamaged parts of set or **Collection.**
13. **Depreciation** on **Laptops** and **Laptop Accessories** over 18 months old and beyond economical repair.

2.3 Loss 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. Unexplained Loss.
4. When hired out by **You** to any other person, unless **You** are in attendance.
5. When the **Property Insured** is **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.

2.4 Personal Accident

What is Covered
We will pay the amount shown below if at any time whilst **You** or any **Policy Associate** named on **Your Insurance Schedule** 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, **Our 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 our person. This cover is provided for **You** and any **Policy Associate** named on **Your Insurance Schedule.**

What is Not Covered
1. When **You** are under 16 or over 85.
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 **Our 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.

2.5 Public Liability

What is Covered

Within the **Territorial Limits.**
We will, in respect of the amount shown on **Your Insurance Schedule** which **You** and any **Policy Associate** named on **Your Insurance Schedule** 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 **Our** 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 certificate of insurance.

What is Not Covered
1. When **You** are under 16 or over 85.
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 of any description, animals or firearms and weapons.
8. Any liability not involving the use of musical, entertainment, sound or lighting equipment.

2.6 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.

2.7 Breakdown of the Property Insured

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** covering any electronic item up to seven years old from date of manufacture, and all guitars and basses (including electric) and all musical instruments specified on **Your Insurance Schedule**.
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. When products have been purchased outside of 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.

Section 3

SECURITY REQUIREMENTS

3.1 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 3.1 (a) to (d) above:
(e) A minimum of a Nacoss approved alarm.

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

In addition to 3.1(a) to (e) above:
(f) The alarm referred to in 3.1(e) must be maintained under an agreement with a Nacoss 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.

Section 4

GENERAL EXCLUSIONS APPLICABLE TO THE CERTIFICATE OF INSURANCE

4.1 This certificate of insurance does not cover any **Accidental Damage, Loss** or **Theft** or any expense whatsoever or any legal liability of whatsoever nature, directly or indirectly caused contributed to by or happening through or in consequence of:
(a) any act of fraud or dishonesty by **You** or anyone acting on **Your** behalf;
(b) delay, confiscation, nationalisation or detention by **Customs** or other government or public authority;
(c) **Depreciation** of any kind;
(d) intentional causes at the direction of, or with **Your** knowledge;
(e) • war or invasion; or
• **Terrorism**; or
• acts of foreign enemies; or
• hostilities (whether or not war has been declared); or
• civil war; or
• rebellion, revolution, insurrection; or
• military or usurped power.
• ionising radiation or contamination by radioactivity from any nuclear fuel, or from any nuclear waste from burning of nuclear fuel, or
• the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
• pressure waves from aircraft or other aerial devices travelling at supersonic speeds.
• wilful, self inflicted injury or illness; or
• suicide or an attempt to commit suicide; or
• wilful exposure to danger, except in an attempt to save a human life;
• solvent abuse; or
• 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.

4.2 Any individual item not specified on **Your Insurance Schedule** as **Property Insured.**

4.3 Any **Liability** in excess of the **Sum Insured**, or **Value**, whichever is the lesser.

4.4 The **Property Insured** where **Evidence Of Ownership** has not been provided.

4.5 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.**

4.6 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.**

4.7 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 back up 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** and referred to on **Your Insurance Schedule**).

4.8 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.

4.9 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.

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 return it to Thistle Insurance Services Limited 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. In addition you may cancel between 15 and 28 days and **You** will receive a refund of **Your Premium** less an administration fee of 20% of the **Premium**, subject to a minimum of £5 and a maximum of £25, and a time on risk charge apportioned as a percentage of the **Premium**. Thereafter **You** may cancel the insurance cover at any time by informing Thistle Insurance Services Limited however no refund of **Premium** will be payable. **We** shall not be bound to accept renewal of any Insurance and may at any time cancel any insurance document by sending 14 days notice to **You** at **Your** last known address. Provided the **Premium** has been paid in full **You** shall be entitled to a proportionate rebate of **Premium** in respect of the unexpired period showing on the insurance.

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 **You** or anyone acting on **Your** behalf makes a claim under this certificate of insurance and know the claim is false or fraudulent in any way, the cover is void and the claim will not be paid, and all monies received by **You** or **Your** representatives, shall be immediately repaid.

5.8 Important Changes
The cover under this certificate of insurance 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
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 certificate of insurance, **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 this certificate of insurance if **You** have indemnity from any other source.

5.11 Reasonable Care
You must take all reasonable 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 all reasonable 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**).

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 of Thistle Insurance Services Limited,
Southgate House, Southgate Street, Gloucester. GL1 1UB.
Telephone (CLAIMS DEPARTMENT) 0844 249 1904

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 **Yo**u 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 this certificate of insurance, to take and keep possession of any of the **Property Insured** and to deal with salvage in a reasonable manner, but **You** shall not abandon any **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 Ltd is an agent of Ageas Insurance Limited and in the matters of a claim act on behalf of the insurer.

Section 7

WHAT TO DO IF YOU HAVE A COMPLAINT

If for any reason **You** are unhappy with **Us**, **We** would like to hear from **You**. Making a complaint will not prejudice **Your** right to take legal proceedings.
If **You** have a complaint about any aspect of this policy, **Our** service or a claim, please

email to: musiccomplaints@thistleonline.co.uk

or call **Us** on:0844 8261 880 ,

or write to:The Executive Manager of Customer Complaints, Musicguard, Thistle Insurance Services Limited, Southgate House, Southgate Street, Gloucester. GL1 1UB.

If the complaint is still not resolved to your satisfaction, you can approach The Financial Ombudsman Service at:

Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London, E14 9SR.

Telephone: 0800 023 4567 or 0300 123 9123.

Website: http://www.financial-ombudsman.org

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

Ageas Insurance Limited is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme, if they cannot meet their obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim. **You** can get more information about compensation scheme arrangements from the FSCS or visit www.fscs.org.uk.

Section 9

DATA PROTECTION ACT

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

Section 10

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. A member of the Jardine Lloyd Thompson Group. Registered office: The St Botolph Building, 138 Houndsditch, London. EC3A 7AW. Registered in England No. 01679424.

UK General Insurance Ltd
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.

Ageas Insurance Ltd
whose registered office is at: Ageas house, Tollgate, Eastleigh, Hampshire, S053 3YA.
The company is registered in England – registration number 354568.
The company is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority

This can be checked on the Financial Services Register by visiting the Financial Conduct Authority's website at www.fca.org.uk

Contact us

You can contact Musicguard by phone:

For Sales and Administration call: 0844 8261 880
For Claims please call: 0844 249 1904

Fax 0844 371 0021

Email music@thistleonline.co.uk
Web site www.musicguard.co.uk

Our address:
Thistle Insurance Services Limited
Southgate House
Southgate Street
Gloucester
GL1 1UB

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

TISL/MGHS/2012

musicguard

insuring the UK's musicians

www.musicguard.co.uk

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