



# INSURANCE BOOKLET

Insure4Music is a trading name of Ripe Insurance Services Limited which is Authorised and Regulated by the Financial Conduct Authority. No. 313411

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## Thank you for choosing Insure4Music.

Insure4Music is a trading name of Ripe Insurance Services Limited which is authorised and regulated by the Financial Conduct Authority.

We have tried to make this document easy to read. However, we have still had to use some words that have a special meaning these are listed and explained in 'definitions'. From now on wherever a word with a definition is used it will be printed in **bold** type.

## IMPORTANT FEATURES

### NAME OF THE UNDERWRITER

Aviva Insurance Limited (Registered in Scotland No. 2116. Registered office: Pitheavlis, Perth, PH2 0NH. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Firm Reference Number 202153.

Effected with Aviva Insurance Limited (Registered in Scotland No. 2116. Registered office: Pitheavlis, Perth, PH2 0NH. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Firm Reference Number 202153.) by Ripe Insurance Services Ltd, The Royals, Altrincham Road, Manchester M22 4BJ.

If **You** shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this **Policy** shall become void and all claims hereunder shall be forfeited.

**We** must draw **Your** attention to a number of important features of this insurance:

- This document provides details of **Your Policy** and the terms and conditions that apply. The **Policy** is a legal contract between **You** and **Us**. The **Policy** wording, **Insurance Schedule** and any Notice to Policy Holders provided to **You** make one document and must be read together. Please keep them together
- The contract is based on the information **You** gave **Us** when **You** applied for the insurance
- **Your Policy** is in the following parts:

POLICY	SCHEDULE	NOTICE TO POLICYHOLDERS
<ul style="list-style-type: none"><li>• What is covered and what isn't in conjunction with the <b>Schedule</b></li><li>• How to make a claim and how <b>We</b> will settle that claim</li><li>• <b>Our</b> obligations to <b>You</b></li><li>• The terms and conditions <b>You</b> must comply with</li></ul>	<ul style="list-style-type: none"><li>• The sections of the <b>Policy</b> that apply to you and the dates from which cover is in force</li><li>• The various limits and sums insured that apply to <b>Your</b> cover</li><li>• Any special terms that apply to <b>Your Policy</b> including <b>Endorsements</b></li><li>• <b>Your</b> premium</li><li>• <b>Your Policy</b> number</li></ul>	<ul style="list-style-type: none"><li>• Provides information about any changes to <b>Your</b> renewal terms and policy cover</li></ul>

**Our** part of the contract is that **We** will provide the cover set out in this **Policy** wording:

- for those sections which are shown on **Your Insurance Schedule**
- for the insurance period set out on the same **Insurance Schedule**.

**Your** part of the contract is:

- **You** must pay the Premium as shown on **Your Insurance Schedule** for each insurance period
- **You** must comply with all the terms and conditions set out in this **Policy**.

If **You** do not meet **Your** part of the contract, **We** may turn down a claim or increase the premium.

- **Insurance Booklet:** **You** should read this document carefully in conjunction with the **Insurance Schedule**. It gives details of what is and is not covered by the insurance and the Conditions and Exclusions of the cover
- **Conditions and Exclusions:** Conditions and exclusions will apply to individual sections of the insurance while general exclusions and conditions will apply to the whole insurance
- **Limits:** All sections have limits on the amount **We** will pay under that section. Some sections also include inner limits for example for one item
- **Excesses:** Claims under certain sections will be subject to an **Excess**. Where there is an **Excess**, **You** will be responsible for paying the first part of a claim
- **Reasonable Care:** **You** are required to take all reasonable care to protect yourself and **Your Music Equipment** and to act as though **You** are not insured
- **Complaints:** This insurance includes a complaints procedure which tells **You** what steps **You** can take if **You** wish to make a complaint
- **'Cooling Off' Period:** This insurance booklet contains a 'cooling off' period as shown in '**Your** right to cancel'.

### PLEASE READ THESE FEATURES, YOUR INSURANCE SCHEDULE AND THE WHOLE OF THIS DOCUMENT CAREFULLY.

If the insurance does not meet **Your** requirements please cancel it within 14 days from receipt of documentation.

Please note that this insurance is only available to individuals who are resident in the **United Kingdom**.

# CLAIMS

## OUR CLAIMS DEPARTMENT

In the event you need to make a claim, our claims service is provided by Davies Group who are our nominated claims handlers.

## HOW TO MAKE A CLAIM

If an event giving rise to a claim under this insurance occurs **You** shall:

Notify Davies Group as follows:

- a. As soon as reasonably possible but within 30 days of the date of the incident being discovered
- b. Within 7 days of the date of becoming aware of any loss for any claim in respect of riot, civil commotion, strikers or locked out workers.

Give details of **Your** claim by either:

- Telephone: +44 (0)333 400 9375
- Post: Music Insurance Claims Department, Davies Group, PO BOX 2801, Hanley, Stoke on Trent, ST4 5DN
- Email: newclaim.insure4music@davies-group.com

## CLAIMS CONDITIONS

These are the claims conditions **You** will need to keep to as **Your** part of this contract. If **You** do not, a claim may be rejected or payment could be reduced or **Your Policy** might be invalid.

1. If an event giving rise to a claim under this insurance occurs **You** shall:
  - (a) take immediate action to minimise the loss, destruction, damage, injury, illness or disease
  - (b) pass every letter claim writ summons and process to **Us** immediately upon receipt.
2. **We** shall have sole control of all claims procedures and settlements.
3. We will be entitled, at **Our** cost, but in **Your** name, to:
  - a. Take legal proceedings for **Our** own benefit in respect of the cost of the claim, damages or otherwise; or
  - b. Take over and conduct the defence or settlement of any claim
4. No admission, offer, promise, payment, or indemnity shall be made or given by **You** or on **Your** behalf without **Our** written consent.
5. If **You** or anyone acting on **Your** behalf does not comply with **Our** requirements or hinders or obstructs **Us** in carrying out any of the above mentioned acts then all benefit under this insurance shall be forfeited.
6. Salvage - Following a valid claim, **We** may, without incurring any further liability and without diminishing **Your** right to rely on any condition of this insurance, take and keep possession of any of the **Music Equipment** insured under Section 1 and to deal with salvage in a reasonable manner, but **You** may not abandon any property insured to **Us**.
7. **We** may at any time at **Our** sole discretion pay to **You** the maximum sum payable hereunder or any lesser sums for which any claim or claims can be settled. **We** shall not be under any further liability except for payment of costs and expenses which may have been incurred prior to such payment, provided that in the event of a claim or series of claims resulting in **Your** liability to pay a sum in **Excess** of the sum insured or limit of indemnity. **Our** liability for such costs and expenses shall not exceed an amount being in the same proportion as **Our** payment to **You** bears to the total payment made by **You** or on **Your** behalf in settlement of the claim or claims.
8. If **You** are abroad at the time of an incident leading to a claim, **We** will not replace any **Music Equipment** until you return to the **United Kingdom**
9. If an event giving rise to a claim under this insurance occurs **You** shall:
  - (a) ensure the Police are notified in respect of malicious damage &/or theft incidents as soon as reasonably practicable and certainly within 24 hours of discovery. A crime reference number must also be obtained
  - (b) provide **Us** with all proofs and information in relation to a claim that **We** may reasonably require together with (if required) a statutory declaration of the truth of the claim and any connected matters
  - (c) depending on the type of claim, **You** may be required to attend medical assessment(s) as often as **We** deem reasonably necessary, these will be carried out by a suitable health professional appointed by **Us**
10. In the event of claims in respect of Third Party Property Damage:
  - (a) **You** shall substantiate that the damage occurred
  - (b) The claim shall be presented in the first instance to the Third Party's own insurers with a request that payment shall be made under any other insurance which may be in operation. If no such insurance shall be in force or if such request be refused, **You** must obtain written confirmation of such from the Third Party and submit it with full information to **Us**
  - (c) There is satisfactory evidence of the damage being **Your** responsibility and that settlement shall be considered without legal liability or negligence being proven.

# IMPORTANT INFORMATION

## INSURANCE BOOKLET

**You** should read this document carefully in conjunction with the **Insurance Schedule**. It gives details of what is and is not covered by the insurance and the conditions and exclusions of the cover

## CONDITIONS

**Your Policy** describes certain things which **You** are required to do to make sure that **You** are protected and that **Your Policy** cover operates fully. For example, **You** must:

- Tell us about changes which could affect **Your Policy**
- Make sure that **Your** sums insured are high enough to cover the **Music Equipment** to be insured
- Take reasonable care of **Your** property

## EXCLUSIONS

Exclusions will apply to each section and general exclusions will apply to the whole insurance.

## STATEMENT OF DEMANDS AND NEEDS

This policy meets the needs of an individual who requires insurance for:

- Theft, loss and **Accidental Damage** to **Music Equipment**
- Public Liability as a result of **Your** ownership or use of **Music Equipment**
- Professional Indemnity following negligent acts, errors or omissions in respect of advise
- Personal Accident, loss of earnings or dental treatment following an accident whilst using **Music Equipment**
- Replacement **Music Equipment** whilst awaiting the repair or replacement of **Your Music Equipment** following an approved claim
- **Music Equipment** breakdown

## REASONABLE CARE

It is **Your** responsibility to look after and regularly maintain **Your Music Equipment**. **Your Policy** is intended to cover **You** against unforeseen events like **Accidental Damage** or theft. It does not cover wear and tear or damage which happens gradually over a period of time.

## YOUR DUTY TO PREVENT LOSS OR DAMAGE

**You** and any other person this insurance applies to must take all reasonable precautions to prevent accidents, loss or damage. **You** must keep property that is insured under **Your Policy** in good condition.

## 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 the declaration 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 allows the insurer to cancel the **Policy**, sometimes back to its start date and to keep any premiums paid .

## KEEPING US INFORMED

This **Policy** is based on the information **You** have given **Us** about **You**.

**You** must tell **Us** immediately about the following changes:

- Any changes to the levels of cover **You** require
- Any changes to **Your** contact information
- Any criminal convictions or if **You** have had any other insurance declined, cancelled or had special terms imposed

If **You** fail to disclose all relevant information or makes a misrepresentation, **We** may:

- Cancel **Your** policy and refuse to pay any claim, or
- **We** may not pay the claim in full, or
- **We** may revise the premium and/or change any **Excess**, or
- The extent of cover may be affected

## YOUR RIGHT TO CANCEL

If **You** are not happy with it and choose to cancel **Your** policy within the first 14 days days of the purchase or renewal of the policy or the day on which **You** receive **Your** policy documentation, whichever is the later. **You** will be entitled to a full refund of **Your** policy insurance premium including any insurance premium tax and policy fees paid, on condition that no claims have been made or are pending. **You** must send a signed letter of cancellation via post or fax or send an email. If **You** have spoken to **Us** to arrange **Your** policy, **We** may deduct an administration fee of up to £10 but this charge will not be made if **You** have arranged **Your** policy online without speaking to **Us**.

**You** may cancel after the 14 days have expired. **We** may provide **You** with a refund of premium less the administration cancellation fee of up to £30.00. There will also be no return of premium where the premium refund due is less than £10. **You** must send a signed letter of cancellation via post or fax, or send an email.

## OUR RIGHT TO CANCEL

**We** may at any time cancel any insurance document by sending at least 14 days notice to **You** at **Your** last known email and/or postal 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.

Valid reasons include but are not limited to:

- Non-payment of premium. If payment is not paid when due **We** will write to **You** requesting payment by a specific date. If **We** receive payment by the date set out in the letter **We** will take no further action. If **We** do not receive payment by this date **We** will cancel the insurance from the cancellation date shown on the letter.
- Where **We** reasonably suspect fraud
- Where **You** fail to co-operate with **Us** or provide **Us** with information or documentation **We** reasonably require, and this affects **Our** ability to process a claim or defend **Our** interests. See the 'Claims' section in this policy booklet
- Where **You** have not taken reasonable care to provide complete and accurate answers to the questions **We** ask. See the 'Keeping **Us** Informed' section of this policy booklet.

If **We** cancel the policy **You** will be entitled to a proportionate refund of the premium less the administration cancellation fee of up to £30.00. There will also be no return of premium where the premium refund due is less than £10. Unless the reason for cancellation is fraud and/or **We** are legally entitled to keep the premium.

## GOVERNING LAW

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 UK in which **Your** main residence is situated.

## FRAUD PREVENTION AND DETECTION

In order to prevent and detect fraud **We** may at any time:

1. Share information about **You** with other organisations and public bodies including the police;
2. Check and/or file your details with fraud prevention agencies and databases, and if **You** give false or inaccurate information and **We** suspect fraud, **We** will record this. **We** can supply on request further details of the databases **We** access or contribute to. If **You** require further details please contact **Us** at:

Policy Investigation Unit, Aviva,  
PO Box 3596  
Surrey Street  
Norwich  
NR1 3EB  
Telephone: 0800 068 3254  
Email: consumerfraud\_IB@aviva.com

## DATA PROTECTION

Please note that any information provided to **Us** will be processed by **Us** and **Our** agents in compliance with the provisions of data protection legislation (including the General Data Protection Regulation from the 25th May 2018), for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties. Under the General Data Protection Regulation **You** have a right of access to see personal information about **You** that is held in **Our** records, whether electronically or manually. **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. If this happens, **We** will ensure that anyone to whom **We** pass **Your** information agrees to treat **Your** information with the same level of protection as if **We** were dealing with it. **We** and other organisations may also search these agencies and databases to:

1. Help make decisions about the provision and administration of insurance and related services for **You**
2. Trace debtors or beneficiaries, recover debt, prevent fraud and to manage **Your** accounts or insurance policies; and
3. Check **Your** identity to prevent money laundering, unless **You** provide other satisfactory proof of identity.

## TELEPHONE CHARGES

Calls are charged at national call rates (charges may vary dependent on **Your** network provider) and are usually included in inclusive minute plans from landlines and mobiles. For **Our** joint protection telephone calls may be recorded and/or monitored

## REINSTATEMENT OF THE SUM INSURED

In the event of partial loss, theft or damage to the **Music Equipment** insured the sum insured will be automatically reinstated from the date of the damage unless **You** have written to **Us** or **We** have written to **You**, to the contrary. In accordance with the automatic reinstatement of the sum insured **You** will undertake to pay the necessary premium as **We** may require for such reinstatement from that date.

In the event of a total loss or constructive total loss of **Your Music Equipment** then all cover is cancelled, the policy is considered spent and **We** will not be able to reinstate the policy for any time left on cover. **You** will not be entitled to any refund in premium for any remaining policy period.

## CUSTOMERS WITH DISABILITIES

This policy and other associated documentation are also available in large print. If **You** require this please contact Insure4Music.

## USE OF LANGUAGE

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be in English.

## DEFINITIONS

This part of the **Policy** sets out the words which have a special meaning. Each word is listed with the meaning explained below and is printed in Bold Type whenever it appears in the **Policy, Insurance Schedule** and **Endorsements**.

### Accident

An external, sudden, unexpected, specific event occurring at a definable time and place.

### Accidental Damage

Damage caused suddenly and unexpectedly by an outside force.

### Bodily Injury

Injury to the body caused by accidental, violent, visible and external means.

### Collections

The same type of CD's, vinyl records, tapes, mini disks, DVD's or karaoke tapes of 5 or more items.

### Covered Luggage Area

- Locked boot
- Locked rear storage area of a motor car where a factory fitted cover is in place
- A van with a secure bulkhead with no direct access between the front cab and the back storage area and where the storage area is not visible through the vehicles windows
- A rigid full bodied enclosed trailer attached to a vehicle by a closed shackle bolt.

### Dental Injury

An **Accident** causing damage to whole, sound teeth only.

### Endorsement(s)

Any terms and conditions made separately to the terms of the policy and specified on **Your Insurance Schedule**.

### Evidence of Ownership

Original sale purchase or till receipt or other evidence which clearly demonstrates ownership. This may include but is not limited to bank/ credit card statement, dealer valuation including a photograph of the **Music Equipment**. The evidence should clearly show date, price paid and details of the **Music Equipment**.

### Excess

The first part or amount **You** will be responsible for paying in the event of a claim.

### Indemnity Value

The value of the item immediately prior to loss or damage.

### Insurance Schedule

The insurance schedule issued to **You** including any **Endorsements**.

### Home

Location stated in **Your Insurance Schedule** where **Your Music Equipment** is usually kept and must be one of the following:

1. A house of standard construction built of brick, stone or concrete with a slate, tiles or multi layered roof
2. A privately accessed brick, stone or concrete outbuilding or garage with a slate, tiled or multi layered roof which is attached to or within the boundaries of a private dwelling house.

### Loss of Limb(s)

The physical separation of a hand above the wrist and a foot above the ankle, or the total and irrevocable loss of use of one or both hands, or feet.

### Loss of Sight

The total and irrecoverable loss of sight in an eye as measured by the Snellen Scale.

### Music Activity

Activities connected to performing, rehearsing, auditioning, composing or teaching music.

### Music Equipment

Equipment used directly in connection with the **Music Activity** including audio and visual equipment, instruments, clothing, accessories, baggage, and trophies up to the sum insured noted in the **Insurance Schedule**.

### Period of Insurance

The period cover is effective as detailed in **Your Insurance Schedule**.

### Permanent Total Disablement

A disability that lasts longer than 12 months which entirely prevents **You** from attending any business or occupation of any kind and at the end of that period being beyond hope of improvement.

**Policy**

The policy wording (along with the **Insurance Schedule**) which forms part of the legal contract between **You** and **Us**.

**Territorial Limits**

The territorial limits as defined in **Your Insurance Schedule**.

**United Kingdom**

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

**United Kingdom Resident**

Means resident in the U.K. for a minimum of 6 months in a 12-month period

**We/Our/Us**

Aviva Insurance Limited

**You/Your**

The insured person/persons or groups named on the **Insurance Schedule** who is/are a **United Kingdom Resident**.



## SECTION 1 MUSIC EQUIPMENT

Provides cover for theft, loss or damage to **Music Equipment**.

### WHAT IS COVERED:

**We** agree to pay for repair or replacement, up to the limit stated in your **Insurance Schedule**, of **Music Equipment** owned by **You** that has been stolen, lost or sustained **Accidental Damage** or malicious damage occurring within the **Period of Insurance** within the **Territorial Limits** detailed in the **Insurance Schedule**. The maximum amount **We** will insure for **Music Equipment** away from the **Home** is £30,000.

**We** will pay the cost of replacement as new for the lost or damaged article providing the article was not more than 3 years old (laptops and computers not more than 18 months old) at the date of the loss and provided it was purchased new at the time. **Evidence of Ownership** will be required.

Where **Evidence of Ownership** cannot be provided or the article was more than 3 years old (laptops and computers not more than 18 months old) or was not purchased new at the time, then **We** will deal with the claim on an **Indemnity Value** basis or cost of repair whichever the lesser. Any replacement **Music Equipment** will be supplied from a preferred supplier approved by **Us**.

If the article is proven to be beyond economical repair, a claim will be dealt with as if the article had been lost.

In the event of a claim in respect of a pair or set of articles **We** shall only be liable in respect of the value of that part of the pair or set which is lost, stolen or damaged.

Single article limits:

as stated in the **Insurance Schedule**

If the **Territorial Limits** shown in the **Insurance Schedule** is worldwide then cover will apply anywhere in the world up to 180 days in anyone **Period of Insurance**.

Cover is extended to hired in **Music Equipment** of third parties, or non-owned **Music Equipment** providing there is a hiring agreement in place.

### WHAT IS NOT COVERED:

1. Any **Excess** that may be applicable;
2. Theft of **Music Equipment** unless substantiated by **Evidence of Ownership**;
3. Theft from **Your Home** unless:
  - a. The **Music Equipment** is kept inside the **Home** and any security devices in operation; and
  - b. there is clear evidence of forcible and violent entry or exit
4. Theft away from the **Home** unless:
  - a. the **Music Equipment** is kept inside a building of standard construction built of brick, stone or concrete with a tiled, slate or multi layered roof and securely locked with the final exit door being fitted with either:
    - i. a minimum 5 lever deadlock with matching boxed striking plate
    - ii. a cylinder key operated mortice lock
    - iii. a multi-point locking device having three or more locking points
  - or
  - b. the **Music Equipment** is stored in a securely locked locker or similar place of storage and
  - c. there is clear evidence of forcible and violent entry or exit to the building, securely locked locker or similar place of storage
5. Theft from a motor vehicle unless:
  - a. the **Music Equipment** is out of sight in either a locked boot or **Covered Luggage Area**
  - b. the motor vehicle is securely locked; and
  - c. the theft is substantiated by a police report
6. Theft when the property is left unattended in the open
7. Theft by a person to whom the **Music Equipment** is entrusted
8. Theft, loss or damage to **Music Equipment** whilst hired out or loaned by **You** to any other person unless **You** are in attendance
9. Matching parts, sets or **Collections** that were not also lost, stolen or damaged
10. Scratching, denting or any cosmetic change which does not impair the function of the **Music Equipment**
11. Loss where the **Music Equipment** has suffered damage as a result of a manufacturing fault which is still covered under a manufacturing warranty
12. Theft of **Music Equipment** whilst outside of the UK unless **Worldwide** is shown on **Your Insurance Schedule**,
13. Any damage or theft of **Music Equipment** in transit which has not been reported to the carrier and a written report obtained or where **You** were not travelling with the **Music Equipment**. In the case of an airline a Property Irregularity Report will be required
14. Theft or malicious damage of **Music Equipment** where a crime reference number cannot be provided
15. **Accidental Damage** to any leads, cables, strings, reeds and/or drumheads.
16. Mobile phones
17. Marring, scratching denting or any cosmetic change which does not impair the function of the **Music Equipment**

## SECTION 2 - PUBLIC LIABILITY

Provides indemnity for third party **Bodily Injury** and third party property damage.

### WHAT IS COVERED

**We** will indemnify **You** up to the limit stated in the **Insurance Schedule** (which is inclusive of all costs and expenses) against legal liability for:

1. **Bodily Injury** to any third parties
2. Damage to property belonging to others

arising from an **Accident** from **Your** use or ownership of music, entertainment, sound or lighting equipment occurring during **Period of Insurance** within the **Territorial Limits**.

If the **Territorial Limits** shown in the **Insurance Schedule** are worldwide then cover will apply anywhere in the world up to 180 days in anyone **Period of Insurance**.

### Indemnity to Principals

**We** will at **Your** request indemnify any principal to the extent required by the contract between **You** and the principal in respect of liability arising from **Your Music Activity**

Provided that:

- (a) **We** shall retain sole conduct and control of any claim
- (b) the principal shall observe fulfil and be subject to the terms conditions exclusions and limits of this section insofar as they can apply

### WHAT IS NOT COVERED

1. The amount of the **Excess** in respect of damage belonging to others
2. Liability arising from **You** performing at a venue or concert hall where the crowd/audience exceeds 5,000 people for a classical performance or 1,000 people for all other performances unless agreed by **Us** in writing.
3. Liability arising from any breach of copyright
4. Liability to any of **Your** employees
5. Liability to a member of **Your** immediate family (spouse, children, parents, siblings and their families)
6. Any property belonging to **You** or in **Your** care, custody or control
7. Any wilful, malicious or unlawful act
8. Any liability arising from a contract or agreement unless **You** would have been liable in the absence of such contract or agreement
9. Punitive, exemplary or aggravated damages
10. Liability arising out of the ownership or use of land or building, animals, firearms or weapons
11. Liability arising out of the ownership, possession or use of vehicles, aircraft or watercraft
12. Any form of performance, surety, credit or financial guarantee
13. Economic or pecuniary loss where no personal injury or damage to tangible property occurs
14. Any liability to pay any trading debts
15. Any liability of **Yours** or any principal of **Yours** arising solely from **Your** duties or such principals as a director or legal officer of any company
16. Liability where **You** are entitled to indemnity from another more specific source
17. Any liability not involving the use of musical, entertainment, sound or lighting equipment
18. Liability as a result of **Your** insolvency, bankruptcy or liquidation
19. Liability arising from the sale or supply of goods by or on behalf of **You**

## SECTION 3 – PROFESSIONAL INDEMNITY

Provides indemnity for compensation sought following negligent act, error or omission in respect of advice or services provided for which **You** have received a fee in consideration up to the limit defined in **Your Insurance Schedule**.

This **Section** of the insurance is a claims made wording. It only covers claims made against **You** and notified to **Us** during the **Period of Insurance**. However, provided **You** give **Us** notice in writing of any facts that might give rise to a claim against **You**, as soon as was reasonably practicable after **You** became aware of those facts and before the expiry date of this insurance, then this insurance may respond, notwithstanding the fact that no claim has actually been made against **You** prior to the expiry date.

### WHAT IS COVERED

- We** will indemnify **You** against any claim or claims (including all legal costs and expenses which **You** shall become liable to the claimant) up to but not exceeding in the aggregate for all claims under this insurance, the total sum insured specified in the **Insurance Schedule** arising from breach of professional duty whether such duty is owed in contract or otherwise in respect of **Your** legal liability arising from negligent acts, errors or omissions whenever or wherever committed or alleged to have been committed in connection with the **Music Activity**, provided that the claim or claims are:
  - Made against **You** during the **Period of Insurance** specified in the **Insurance Schedule** and
  - Notified as soon as possible in writing to **Us** by **You** during the **Period of Insurance**
  - Arising out of any act, error or omission which occurred subsequent to the retroactive date specified in the **Insurance Schedule**
  - Arising out of any acts, errors or omissions occurring in the **Territorial Limits** stated in **Your Insurance Schedule**.
- We** will indemnify **You** against any claim or claims arising in respect of libel, slander, defamation up to but not exceeding the limit of indemnity specified in the **Insurance Schedule**.
- The liability of **Us** under this insurance in respect of any one claim or aggregate for all claims in any one **Period of Insurance** shall not exceed the limit of liability specified in the **Insurance Schedule**.
- We** will pay all costs, fees and expenses incurred with the prior consent of **Us** by **You** in the defence of settlement of a claim or claims made against **You** but not exceeding in total the limit of indemnity referred to in the **Insurance Schedule**.

If the **Territorial Limits** shown in the **Insurance Schedule** are worldwide then cover will apply anywhere in the world up to 180 days in anyone **Period of Insurance**.

### WHAT IS NOT COVERED

- This insurance does not indemnify **You** against any claim or claims:
  - Made or threatened or in any way intimated prior to the inception date of the insurance.
  - Arising from any known circumstance of which **You** had become aware prior to the insurance inception and which **You** or a reasonable person of **Your** profession would at any time prior to the insurance inception have considered may give rise to a claim or claim(s).
- Claims brought about or contributed to by any dishonest, fraudulent, criminal or malicious act or omission of **You** or of any person at any time employed by **You**.
- Claims arising from the conduct of any business not conducted for the benefit of or on behalf of **You**.
- Claims as a result of the insolvency, bankruptcy or liquidation.
- Claims arising from the sale or supply of goods by or on behalf of **You**.
- Liability to pay:
  - liquidated, punitive, exemplary or aggravated damages
  - any fines and/or penalties imposed by law
  - any trading debts.
- Liability of **You** or any principal of **You** arising solely from the duties of **You** or such principals as a director or legal officer of any company
- Liability arising from any breach of copyright
- Claims to any of **Your** employees or immediate family (spouse, children, parents, siblings and their families)
- Liability arising out of the use, ownership, possession of land or buildings, animals, firearms or weapons
- Liability in respect of the ownership, maintenance, operation or use of any aircraft, motorised watercraft, automobiles or vehicles of any kind
- Any form of performance, surety, credit or financial guarantee
- Economic or pecuniary loss where no personal injury or damage to tangible property occurs
- Property damage to any property belonging to **You** or is in **Your** custody, care or control
- Liability not involving the use of musical, entertainment, sound or lighting equipment
- Liability arising from a contract or agreement unless **You** would have been liable in the absence of such contract or agreement
- Liability to any of **Your** employees

## SECTION 4 - PERSONAL ACCIDENT

Provides cover for accidental death, loss of limbs, permanent loss of sight, partial loss of sight, and permanent total disability.

### DEFINITIONS

For the purposes of this section the following definition applies. Each word is listed with the meaning explained below and is printed in CAPITALS whenever it appears in this section.

### BODILY INJURY

Identifiable physical injury to **Your** body.

### WHAT IS COVERED

**BODILY INJURY** caused by an **Accident** from **Your** use of music, entertainment, sound or lighting equipment within the **Period of insurance** occurring within the **Territorial Limits** which shall solely and independently of any other cause within 180 days result in:

1. **Your** death
2. Loss of one or more of **Your** limbs by physical separation at or above the wrist or ankle
3. The total irrecoverable loss of sight of both eyes as measured by the Snellen scale
4. The total irrecoverable loss of sight of one eye or the partial irrecoverable loss of sight of one or both eyes as measured by the Snellen scale. Partial irrecoverable loss of sight shall be deemed to be the loss of 50% or more of vision of one eye
5. **Permanent Total Disablement** that prevents **You** from engaging in any occupation.

If the **Territorial Limits** shown in the **Insurance Schedule** are worldwide then cover will apply anywhere in the world up to 180 days in anyone **Period of Insurance**.

**We** shall pay to **You** or **Your** heirs and executors the amount stated in the **Insurance Schedule** applicable to each item.

Note: For persons under 18 years of age the death benefit is limited to £1,000.

For persons aged 80 and over benefits 1 - 4 are limited to £5,000 and there is no cover under 5. **We** shall not pay for more than one lump sum benefit under this Section.

### WHAT IS NOT COVERED

1. Any claim where at the time of taking out this insurance **You** were aware of any medical condition or set of circumstances that could reasonably be expected to give rise to a claim
2. Accidental **Bodily Injury** to any person aged under 16 or over 85
3. **Permanent Total Disablement** benefit to any person over 65
4. Claims arising directly or indirectly from any activities other than the use of music, entertainment, sound or lighting equipment
5. Any claim caused by sickness, disease, nervous shock or naturally occurring condition or degenerative process
6. Any pre-existing defect, infirmity, sickness or disease at the time of the **Accident**
7. Any claim arising from medical or surgical treatment (unless rendered necessary by accidental BODILY INJURY which is covered by this insurance).

### CONDITIONS

1. Payment of permanent disability benefit shall be made on certification by a medical referee that **You** are totally disabled from engaging in any gainful occupation for 12 months and at the end of that time **You** are beyond hope of improvement.
2. **We** shall not pay for more than one lump sum benefit under this Section.

## SECTION 5 – DENTAL TREATMENT

Provides cover in respect of accidental **Dental Injury**.

### WHAT IS COVERED:

**We** will pay **You** the amount stated in **Your Insurance Schedule** if at any time **You** are involved in an **Accident** within the **Territorial Limits** whilst using music, entertainment, sound or lighting equipment which shall solely and independently of any other cause, cause a **Dental Injury** to **You** requiring:

1. Dental, surgical and specialist fee's; or
2. Hospital, surgical and medical requisites.

Expenses shall only be those necessarily and reasonably incurred within 12 months of the date of the **Dental Injury**.

If the **Territorial Limits** shown in the **Insurance Schedule** are worldwide then cover will apply anywhere in the world up to 180 days in anyone **Period of Insurance**.

### WHAT IS NOT COVERED:

1. The amount of the **Excess**
2. Cosmetic or plastic surgery unless necessitated by a **Dental Injury** occurring during the **Period of Insurance**
3. Examinations, x-rays, extractions, fillings and general dental care except as a result of a **Dental Injury**
4. Examination for check-up purposes not incidental to the **Dental Injury**
5. Any condition which originated prior to the **Period of Insurance**
6. Damage to dentures, bridges or other forms of dental prosthetics
7. Normal wear and tear
8. **Dental Injury** caused by foodstuffs including foreign bodies therein
9. **Dental Injury** which is not apparent within 7 days of the date of the **Accident**.

## SECTION 6 – LOSS OF EARNINGS

Provides cover for loss of earnings following an **Accident**.

### DEFINITIONS

For the purposes of this section the following definition applies. Each word is listed with the meaning explained below and is printed in CAPITALS whenever it appears in this section.

### BODILY INJURY

Identifiable physical injury to **Your** body.

### WHAT IS COVERED:

**BODILY INJURY** caused by an **Accident** from **Your** use of music, entertainment, sound or lighting equipment within the **Period of Insurance** within the **Territorial Limits** which entirely prevents **You** from attending to **Your** usual profession, business or occupation up to the sums insured specified in the **Insurance Schedule** or 75% of pre **Accident** earning, whichever is the lesser. The maximum benefit period **We** shall pay is 52 weeks after the date of the **Accident**.

If the **Territorial Limits** shown in the **Insurance Schedule** are worldwide then cover will apply anywhere in the world up to 180 days in anyone **Period of Insurance**.

### WHAT IS NOT COVERED:

1. The amount of the **Excess**;
2. Any loss of earnings resulting from any pre-existing defect or infirmity at the time of an **Accident**
3. Any **Accident** outside of the **Territorial Limits** shown in the **Insurance Schedule**
4. Cosmetic or plastic surgery unless necessitated by an **Accident** occurring during the **Period of Insurance**
5. Accidental **Bodily Injury** to any person aged under 16 or over 85
6. Any broken bones.

## SECTION 7 – EQUIPMENT BREAKDOWN

Provides cover in respect of failure of **Your Music Equipment**

### WHAT IS COVERED:

Failure of the **Music Equipment** within the **Period of Insurance** occurring within the **Territorial Limits** as a result of:

1. Mechanical, constructional, electronic or electrical breakdown
2. Derangement or a defect in operation
3. Costs of transportation to and from any appointed repairer.

**We** will, at **Our** option, repair to the previous level of functionality or replace if beyond economical repair. Where the insured property is economically repairable but any parts required are no longer available **We** will pay a cash settlement equivalent to the cost of the repair of the insured property.

If the **Territorial Limits** shown in the **Insurance Schedule** are worldwide then cover will apply anywhere in the world up to 180 days in anyone **Period of Insurance**.

### WHAT IS NOT COVERED:

1. Any electronic equipment over seven years old from the date of manufacture
2. Any equipment already covered under a manufacturer's warranty
3. Any damage as a result of failure to use or maintain the insured property 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. Damage to non-working parts
6. Damage caused by foreign objects or substances not normally associated with the equipment
7. Cost of repairs carried out by persons not authorised by **Us** or without **Our** consent
8. Any routine maintenance, cleaning, unblocking, tuning, realignment, modification or installation
9. Equipment purchased outside of the United Kingdom
10. Failure of leads and cables
11. Depreciation on laptops and laptop accessories over 18 months old and beyond economical repair.

## SECTION 8 – EQUIPMENT HIRE

Provides indemnity for hire of **Music Equipment** following a loss under Section 1 (**Music Equipment**).

### WHAT IS COVERED

In the event of loss of or damage to the **Music Equipment** insured under Section 1 **We** will pay to **You** the cost of temporary hire of equipment up to the limit stated in the **Insurance Schedule** provided always that such equipment hired shall be of a comparable kind to and not substantially better than that lost or damaged.

Provided that proof is supplied that can be one of the following:

1. An original sales purchase or till receipt
2. Bank or credit card statement showing evidence of hire.

### WHAT IS NOT COVERED

1. Any claim where there is not a valid claim under Section 1 for loss or damage to **Music Equipment**.



## GENERAL CONDITIONS

These are the conditions of the insurance **You** will need to meet as **Your** part of this contract. If **You** do not a claim may be rejected or payment could be reduced. In some circumstances **Your** policy might be invalid.

1. **You** must exercise reasonable care to prevent **Accident**, injury, loss or damage and at all times act as if uninsured
2. **You** shall reimburse to **Us** any expenses not covered by this insurance, which are incurred by **Us** on **Your** behalf
3. If **You** or any person acting on **Your** behalf shall make any claim or statement knowing the same to be false or fraudulent as regards the amount or otherwise, then this insurance shall become void and all claims hereunder shall be forfeited
4. Under insurance - A proportionate reduction in any claims settlement will be made should **You** under insure (i.e. the insured value **You** have chosen is less than the **Indemnity Value** of the **Music Equipment**).
5. If there is any other insurance covering the same claim, or would have covered the claim but for the existence of this policy, **We** will not make any payment under Public Liability until all cover under that other insurance is exhausted. For all other claims **We** will not pay more than our share of the claim, even if the other insurer refuses the claim

### Important note

This condition will not have the effect of leaving you without cover for any claim and operates where there is any other insurance covering the same claim (or would have in the absence of this policy) and determines how those insurance policies apply.

## GENERAL EXCLUSIONS

The following exclusions apply to the whole of this **Policy**. Any other exclusions are shown in the Sections to which they apply.

This **Policy** does not provide cover for any **Accidental Damage**, loss or theft or any legal liability of whatsoever nature, directly or indirectly caused, contributed to, by or happening through or in the consequence of:

1. Anything which occurred before the **Period of Insurance**
2. Any act of fraud or dishonesty by **You** or anyone acting on **Your** behalf
3. War  
Any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event:  
war, invasion, act of foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, mutiny, rebellion, revolution, military rising, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power.
4. Terrorism  
Any consequence whatsoever which is directly or indirectly caused by nuclear and/or chemical and/or biological and/or radiological means, or anything connected with those means, and which is the direct or indirect result of Terrorism, or anything connected with Terrorism, whether or not such consequence has been contributed to by any other cause or event.  
Terrorism is defined as any act or acts including, but not limited to:
  - a. the use or threat of force and/or violence and/or
  - b. harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to, harm or damage by nuclear and/or chemical and/or biological and/or radiological means caused or occasioned by any person(s) or group(s) of persons in whole or in part for political, religious, ideological or similar purposes including, but not limited to, the intention to influence any government and/or to put the public or any section of the public in fear, or is claimed to be caused or occasioned in whole or in part for such purposes.
5. Other Actions  
Any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event:  
any action taken in controlling, preventing, suppressing or in any way relating to 3) War or 4) Terrorism above.
6. Ionising radiation or contamination by radioactivity from any nuclear fuel, or from any nuclear waste from burning nuclear fuel
7. Radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
8. Pressure waves from aircraft or other aerial devices travelling at supersonic speeds
9. Any loss or damage:
  - a. deliberately caused by; or
  - b. arising from a criminal act caused by;  
**You** or any other person living with **You**.
10. Any claim resulting from **Your**:
  - a. Suicide, attempted suicide, or deliberate self-inflicted injury
  - b. Reckless and deliberate exposure to known danger (except in an attempt to save life),
  - c. Consumption of drugs (other than drugs taken under medical supervision and not for treating alcohol addiction)
  - d. Consumption of alcohol to an extent that **You** suffer mental or physical impairment, which is the principal cause of the claim, or results in **You** doing something uncharacteristically reckless or dangerous.
11. Consequence of or in any way involving reckless disregard and/or wilful breach of duty of any kind
12. Any claims brought against **You** in any country or jurisdiction outside of the **United Kingdom**
13. Claims arising out of the discharge, dispersal, release or escape of smoke, vapours, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, but this exclusion does not apply if such discharge, dispersal, release or escape is caused by a sudden unexpected and unintended happening. It is further agreed that expenses for the prevention of any contamination or pollution shall also form part of this exclusion and shall not be recoverable under this insurance
14. Loss or damage caused by decay, wear and tear, moth, vermin, atmospheric or climatic conditions, manufacturing fault, inherent defect, deterioration or mechanical derangement of any kind
15. Loss due to confiscation, detention by Customs or other authority.

## SANCTION LIMITATION AND EXCLUSION CLAUSE

**We** shall not provide cover nor shall **We** be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim 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.

## COMPLAINTS PROCEDURE

Our commitment to customer service

We are committed to going the extra mile for our customers. If you believe that we have not delivered the service you expected, we want to hear from you so that we can try to put things right. We take all complaints seriously and following the steps below will help us understand your concerns and give you a fair response.

If you are unhappy with any element of the cover we provide or any aspect of our service or have a cause for complaint, please contact:

Subject	Contact
A claim	Please contact Davies Group Customer Relations: <ul style="list-style-type: none"><li>• Email - <a href="mailto:customer.care@davies-group.com">customer.care@davies-group.com</a></li><li>• Post – Davies Managed Systems Limited, PO BOX 2801, Hanley, Stoke on Trent, ST4 5DN</li><li>• Phone – 01782 339128</li></ul> Details of the Davies Group internal complaint-handling procedures are available on request.
All other matters	Please contact Insure4Music: <ul style="list-style-type: none"><li>• Email – <a href="mailto:complaints@ripeinsurance.co.uk">complaints@ripeinsurance.co.uk</a></li><li>• Post – Insure4Music, The Royals 353 Altrincham Road, Manchester, M22 4BJ</li><li>• Phone – 0333 400 6980</li></ul>

## COMPLAINTS PROCESS

We will:

- Acknowledge all complaints promptly
- Investigate quickly and thoroughly
- Keep you informed of progress
- Do everything possible to resolve your complaint
- Use the information from your complaint to proactively improve our service in the future.

Once we have reviewed your complaint we will issue our final decision in writing within 8 weeks of the date we received your complaint.

## IF YOU ARE STILL NOT HAPPY

If you are still unhappy after our review, or you have not received a written offer of resolution within 8 weeks of the date we received your complaint, you may be eligible to refer your case to the Financial Ombudsman Service (FOS). The FOS is an independent body that arbitrates on complaints. They can be contacted at:

- Post: Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London, E14 9SR
- Telephone: 0800 0234567 (Calls from UK landlines and mobiles are free) or 0300 1239123 (for mobile users)
- Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

You have the right to refer your complaint to the Financial Ombudsman, free of charge, but you must do so within six months from the date of the final response letter. If you do not refer your complaint in time, the Ombudsman will not have our permission to consider your complaint and so will only be able to do so in very limited circumstances.

## YOUR RIGHTS

Your rights as a customer to take legal action remain unaffected by the existence or use of any complaint procedures referred to above. However, the Financial Ombudsman Service will not adjudicate on any cases where litigation has commenced.

## THANK YOU FOR YOUR FEEDBACK

We value your feedback and at the heart of our brand we remain dedicated to treating our customers as individuals and giving them the best possible service at all times. If we have fallen short of this promise, we apologise and aim to do everything possible to put things right.

## THE FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)

We are covered by the FSCS. If we are unable to meet our financial obligations you may be entitled to Compensation from the scheme, depending on the type of insurance and the circumstances of the claim.

For this type of insurance 90% of your claim is covered, without any upper limit. Further information about Compensation scheme arrangements is available at [www.fscs.org.uk](http://www.fscs.org.uk).

## DATA PROTECTION – PRIVACY NOTICE

The below information is how **We** deal with **Your** data protection as **Your** insurer. For further information on how **Your** broker handles **Your** data please refer the terms of business and privacy policy issued by them.

### PERSONAL INFORMATION

**We** collect and use personal information about **You** so that **We** can provide **You** with a policy that suits **Your** insurance needs. This notice explains the most important aspects of how **We** use **Your** information but **You** can get more information about the terms **We** use and view **Our** full privacy policy at [www.aviva.co.uk/privacypolicy](http://www.aviva.co.uk/privacypolicy) or request a copy in writing to us at Aviva, Freepost, Mailing Exclusion Team, Unit 5, Wanlip Road Ind Est, Syston, Leicester, LE7 1PD.

**We** are the data controller responsible for this personal information as the insurer of the product. Additional controllers include your broker who are responsible for the sale and distribution of the product, and any applicable insurers, reinsurers or brokers we use.

### PERSONAL INFORMATION WE COLLECT AND HOW WE USE IT

**We** will use personal information collected from **You** and obtained from other sources:

- to provide **You** with insurance: **We** need this to decide if **We** can offer insurance to **You** and if so on what terms and also to administer **Your** policy, handle any claims and manage any renewal.
- to support legitimate interests that **We** have as a business. **We** need this to:
- manage arrangements **We** have with **Our** insurers, reinsurers and brokers **We** use, and for the detection and prevention of fraud,
- help **Us** better understand **Our** customers and improve **Our** customer engagement. This includes profiling and customer analytics which allows **Us** to make certain predictions and assumptions about **Your** interests, make correlations about **Our** customers to improve **Our** products and to suggest other products which may be relevant or of interest to customers,
- to meet any applicable legal or regulatory obligations: **We** need this to meet compliance requirements with **Our** regulators (e.g. Financial Conduct Authority), to comply with law enforcement and to manage legal claims, and
- to carry out other activities that are in the public interest: for example **We** may need to use personal information to carry out anti-money laundering checks.

The personal information **We** collect and use will include name, address, date of birth and financial information. If a claim is made **We** will also collect personal information about the claim from **You** and any relevant third parties. **We** may also need to ask for details relating to the health or any unspent offences or criminal convictions of **You**. **We** recognise that information about health and offences or criminal convictions is particularly sensitive information. **We** will ensure that **We** only use that information where **We** need to for **Our** insurance purposes (including assessing the terms of **Your** insurance contract, dealing with changes to **Your** policy and/or dealing with claims).

There may be times when **We** need consent to use personal information for a specific reason. If this happens **We** will make this clear to **You** at the time. If **You** give **Us** consent to using personal information, **You** are free to withdraw this at any time by contacting **Us** – refer to the “Contacting Us” details below. Please note that if consent to use this information is withdrawn **We** will not be able to continue to process the information **You** gave **Us** for this/these purposes(s). This would not affect **Our** use of the information where consent is not required.

Of course, **You** don't have to provide **Us** with any personal information, but if **You** don't provide the information **We** need **We** may not be able to proceed with **Your** application or any claim **You** make.

Some of the information **We** use as part of this application may be provided to **Us** by a third party. This may include information already held about **You** within the Aviva group, including details from previous quotes and claims, information **We** obtain from publicly available records, **Our** trusted third parties and from industry databases, including fraud prevention agencies and databases.

### CREDIT REFERENCE AGENCY SEARCHES

To ensure the **We** have the necessary facts to assess **Your** insurance risk, verify **Your** identity, help prevent fraud and provide **You** with **Our** best premium and payment options, **We** may need to obtain information relating to **You** at quotation, renewal and in certain circumstances where policy amendments are requested. **We** or **Our** agents may undertake checks against publicly available information (such as electoral roll, county court judgments, bankruptcy orders or repossession(s)). Similar checks may be made when assessing claims.

The identity of **Our** Credit Reference Agency and the ways in which they use and share personal information, are explained in more detail at [www.transunion.co.uk/crain](http://www.transunion.co.uk/crain).

### AUTOMATED DECISION MAKING

**We** carry out automated decision making to decide whether **We** can provide insurance to **You** and on what terms. In particular, **We** use an automated underwriting engine to process the personal information **You** provide as part of this application process. This will include **Your** age and the level of cover **You** choose. **We** do this to calculate the insurance risk and how much the cover will cost **You**. Without this information **We** are unable to provide a price that is relevant to **Your** individual circumstances and needs. **We** regularly check the way **Our** underwriting engine works to ensure **We** are being fair to **Our** customers. After the automatic decision has been made, **You** have the right to speak to someone from Aviva who may review the decision and provide a more detailed explanation. If **You** wish to invoke this right please contact **Us** at [dataprt@aviva.com](mailto:dataprt@aviva.com).

### HOW WE SHARE YOUR PERSONAL INFORMATION WITH OTHERS

**We** may share **Your** personal information:

- with the Aviva group, **Our** agents and third parties who provide services to **Us**, and **Your** intermediary and other insurers (either directly or via those acting for the insurer such as loss adjusters or investigators) to help **Us** administer **Our** products and services,
- with regulatory bodies and law enforcement bodies, including the police, e.g. if **We** are required to do so to comply with a relevant legal or regulatory obligation,
- with other organisations including insurers, public bodies and the police (either directly or using shared databases) for fraud prevention and detection purposes,

- with reinsurers who provide reinsurance services to Aviva and for each other in respect of risks underwritten by Aviva, with insurers who cover Aviva under its group insurance policies and with **Our** brokers who arrange and manage such reinsurance and insurance arrangements. They will use **Your** data to decide whether to provide reinsurance and insurance cover, arrange and manage such cover, assess and deal with reinsurance and insurance claims under such cover and to meet legal obligations. They will keep **Your** data for the period necessary for these purposes and may need to disclose it to other companies within their group, their agents and third party service providers, law enforcement and regulatory bodies.

Some of the organisations **We** share information with may be located outside of the European Economic Area (“EEA”). **We** will always take steps to ensure that any transfer of information outside of Europe is carefully managed to protect **Your** privacy rights. For more information on this please see **Our** Privacy Policy or contact **Us**.

## HOW LONG WE KEEP YOUR PERSONAL INFORMATION FOR

**We** maintain a retention policy to ensure **We** only keep personal information for as long as **We** reasonably need it for the purposes explained in this notice. **We** need to keep information for the period necessary to administer **Your** insurance and deal with claims and queries on **Your** policy. **We** may also need to keep information after **Our** relationship with **You** has ended, for example to ensure **We** have an accurate record in the event of any complaints or challenges, carry out relevant fraud checks, or where **We** are required to do so for legal, regulatory or tax purposes.

## YOUR RIGHTS

**You** have various rights in relation to **Your** personal information, including the right to request access to **Your** personal information, correct any mistakes on **Our** records, erase or restrict records where they are no longer required, object to use of personal information based on legitimate business interests, including profiling and marketing, ask not to be subject to automated decision making if the decision produces legal or other significant effects on **You**, and data portability. For more details in relation to **Your** rights, including how to exercise them, please see **Our** full privacy policy or contact **Us** – refer to the “Contacting Us” details below.

## CONTACTING US

If **You** have any questions about how **We** use personal information, or if **You** want to exercise **Your** rights stated above, please contact **Our** Data Protection team by either emailing them at [dataprt@aviva.com](mailto:dataprt@aviva.com) or writing to the Data Protection Officer, Level 5, Pitheavlis, Perth PH2 0NH.

If **You** have a complaint or concern about how **We** use **Your** personal information, please contact **Us** in the first instance and **We** will attempt to resolve the issue as soon as possible. **You** also have the right to lodge a complaint with the Information Commissioners Office at any time.

The Royals, Altrincham Road, Manchester M22 4BJ

**Telephone:** 0333 400 6980

**email:** [admin@Insure4Music.co.uk](mailto:admin@Insure4Music.co.uk)

**[www.Insure4Music.co.uk](http://www.Insure4Music.co.uk)**

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