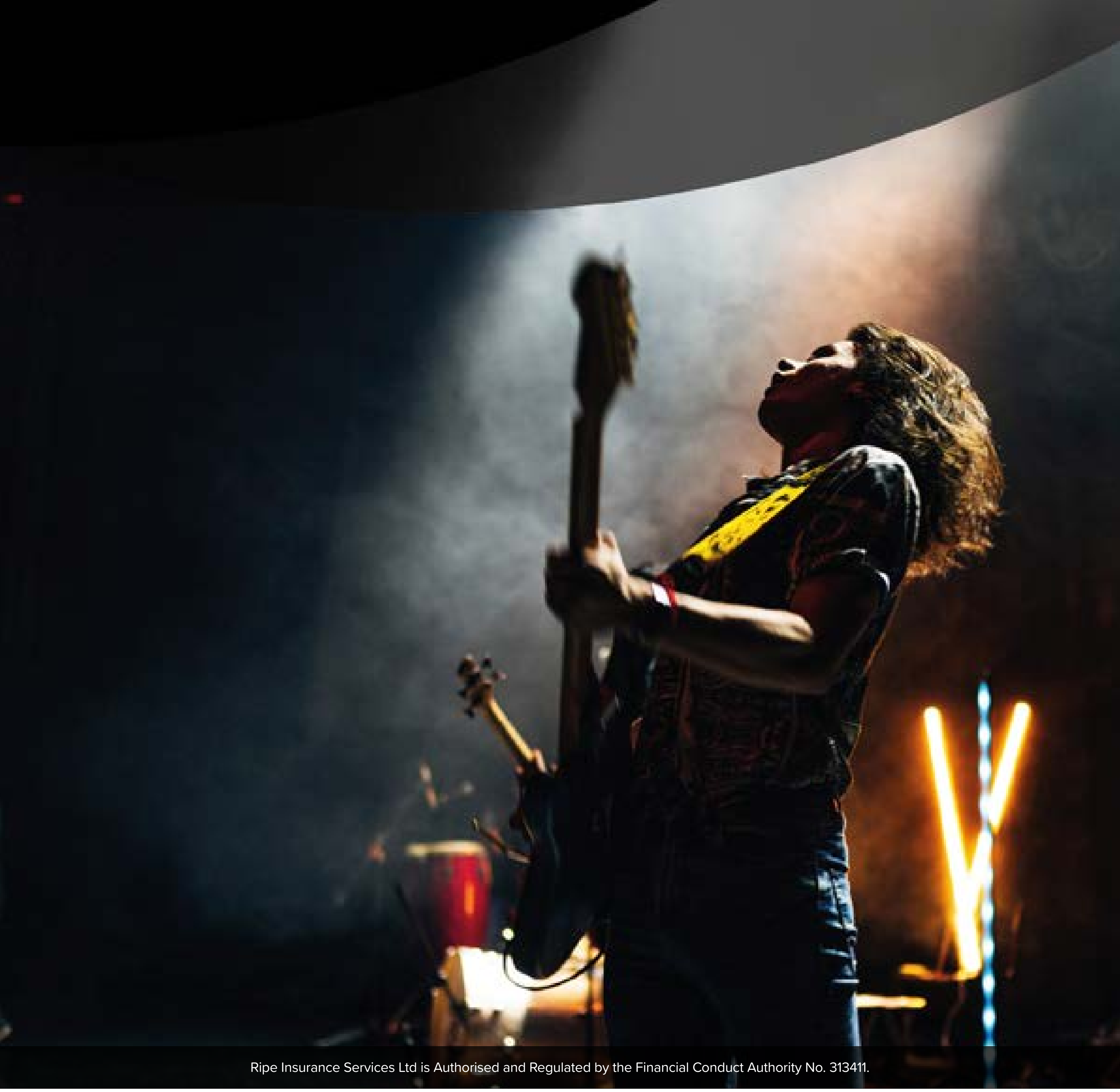
ripe | insure4music

Insurance Booklet



Underwritten by HISCOX

CONTENTS

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 INSURER

This **Policy** is underwritten by Hiscox Underwriting Ltd (Registered in England and Wales number 02372789. Registered address: 22 Bishopsgate, London, EC2N 4BQ) on behalf of Hiscox Insurance Company Limited (Registered in England and Wales number 00070234. Registered address: 22 Bishopsgate, London, EC2N 4BQ). Hiscox Underwriting Ltd is authorised and regulated by the Financial Conduct Authority (registration number 308922). Hiscox Insurance Company Ltd is Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (registration number 113849) and the Prudential Regulation Authority.

You can check this information on The Financial Conduct Authority register by visiting the FCA's website www.fca.gov.uk/register or by contacting the Financial Conduct Authority on 0800 111 6768. Information relating to the Prudential Regulation Authority can be found at www.bankofengland.co.uk/pra

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 Insurance Booklet, **Insurance Schedule**, Statement of Fact 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:

Insurance Booklet	Insurance Schedule
• What is covered and what isn't in conjunction with the **Insurance Schedule** • How to make a claim and how **We** will settle that claim • **Our** obligations to **You** • The terms and conditions **You** must comply with	• The sections of the **Policy** that apply to **You** and the dates from which cover is in force • The various limits and sums insured that apply to **Your** cover • Any special terms that apply to **Your Policy** including any **Endorsements** • **Your Policy** number
Statement of Fact	**Notice to Policy Holders**
• The information **You** have provided, on which the **Policy** is based • Any declarations which **You** have agreed to	• Provides information about any changes to **Your** renewal terms and cover

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

- 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** receipt or invoice 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, cancel **Your** insurance or increase the premium.

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:

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;
   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 **We** will not make any payment in respect of such claim.
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 and/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

CUSTOMERS WITH DISABILITIES

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

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; and
- take reasonable care of **Your** property

EXCLUSIONS

Exclusions will apply to each section and general exclusions 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 on the amount **We** will pay 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

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 advice committed or alleged to have been committed in connection with **Music Activity.**
- 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.

YOUR RIGHT TO CANCEL

If **You** are not happy with it and choose to cancel **Your Policy** within the first 14 days of the inception date 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. If **You** don't exercise **Your** right to cancel **Your Policy**, it will continue in force and **You** will be required to pay the premium.

You may cancel after the 14 days have expired. **You** may be entitled to a refund of the premium paid subject to a proportionate deduction for the time on cover. There will be no return of premium where the premium refund due is less than £10.

Where a claim has occurred within the **Period of Insurance** no refund of premium will be paid. In addition, a cancellation charge will be made by Insure4Music as outlined in their Terms of Business, if **You** wish to cancel **Your Policy** please contact Insure4Music.

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 Schedule** unless the reason for cancellation is fraud and/or **We** are legally entitled to keep the premium.

Where a claim or an incident which **You** are aware of and is likely to give rise to a claim has occurred within the **Period of Insurance** no refund of premium will be paid.

In addition, a cancellation charge will be made by Insure4Music as outlined in their Terms of Business

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.

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 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.

USE OF LANGUAGE

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

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 inception or receipt of documentation, whichever is the latter for a full refund.

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

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**.

Abuse or molestation

1. Physical, mental or financial abuse, assault, battery, mistreatment or maltreatment
2. sexual exploitation or any actual or attempted sexual relations, sexual contact or intimacy;
3. discrimination, victimisation, harassment, voyeurism, invasion of privacy or any use or distribution of images, in whatever manner, without the consent of any person shown; or
4. any other act of a sexual nature or undertaken with a sexual motive.

Abuse or molestation retroactive date

The original inception date of **Your Policy** or the earliest date from which **You** have held uninterrupted cover for **Abuse or molestation** on a claims made basis, whichever is the earlier.

Accident

Damage caused suddenly and unexpectedly by an outside force

Accidental Damage

Damage caused suddenly and unexpectedly by an outside force.

Artificial intelligence

Any machine learning, logical, statistical or other algorithm in **computer or digital technology** that can:

1. perform tasks or generate outputs, including but not limited to, actions, content, decisions, predictions or recommendations; or
2. adapt or vary its operation proactively, or in response to inputs.

Asbestos risks

1 The mining, processing, manufacturing, use, testing, ownership, sale or removal of asbestos, asbestos fibres or material containing asbestos; or

2. exposure to asbestos, asbestos fibres or materials containing asbestos; or
3. the provision of instructions, recommendations, notices, warnings, supervision or advice given, or which should have been given, in connection with asbestos, asbestos fibres or structures or materials containing asbestos.

Bodily Injury

For Section 4. PERSONAL ACCIDENT and Section 6. LOSS OF EARNINGS: Identifiable physical injury to **Your** body.

For all other Sections: Injury to the body caused by accidental, violent, visible and external means.

Civil commotion

Where 12 or more persons are present together, whether in a public or private place, with a common purpose (which may be inferred from conduct):

1. to use, or threaten to use, physical force to inflict personal injury on any person or to damage property; or
2. which causes a person of reasonable firmness, had such person been present at the scene, to fear for their safety. For the purposes of this definition, no person of reasonable firmness need actually be, or be likely to be, present at the scene.

Collections

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

Computer or digital technology

Any **Programs**, computer network, hardware, software, operational technology, internet-connected device, network-connected device, electronic device, information technology, communications system, including but not limited to any internet-of-things devices, email system, intranet, extranet, website or cloud computing services.

Computer or digital technology error

Any negligent act, error or omission by anyone in the:

1. creation, handling, entry, modification or maintenance of; or
2. on-going operation, maintenance (including but not limited to installation, upgrading or patching) or development of,

any **computer or digital technology**.

Communicable disease

Any communicable, infectious or contagious disease, including any related variation, strain, virus, complex or syndrome.

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; or
- A rigid full bodied enclosed trailer attached to a vehicle by a closed shackle bolt.

Cyber attack

Any digital attack or interference, whether by a **hacker** or otherwise, attempting or resulting in:

1. access to;
2. extraction of information from;
3. disruption of access to or the operation of; or
4. damage to:

any data or **computer or digital technology**, including but not limited to any:

a. **Programs** designed to damage, disrupt, extract data from, or gain access to any data or **computer or digital technology** including, but not limited to, malware, wipers, worms, trojans, rootkits, spyware, dishonest adware, crimeware, ransomware, crypto-jacking and other malicious software or viruses; or

b. denial of service attack of distributed denial of service attack.

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.

Hacker

Any **Artificial intelligence**, entity or person, including any employee of Yours, who gains or attempts to gain unauthorised access to or use of any:

1. **Computer or digital technology**; or
2. data held electronically by **You** or on **Your** behalf.

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, tiled, concrete, asbestos or metal roof with no more than 25% other materials; or
2. A privately accessed brick, stone or concrete outbuilding or garage with a slate, tiled, concrete, asbestos or metal roof with no more than 25% other materials which is attached to or within the boundaries of a private dwelling house.

Indemnity Value

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

Insurance Schedule

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

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.

Personal Data

Any information about an individually identifiable natural person, including any information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual, including but not limited to any information protected by the Data Protection Act 2018, General Data Protection Regulation (EU) 2016/679, or any related, similar or successor legislation or regulation in any jurisdiction.

Policy

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

Program(s)

Code or instructions which tell **Computer or digital technology** how to process data or interact with ancillary equipment, systems or devices.

Social Engineering communication

Any request directed to **You** or someone on **Your** behalf by any **Artificial intelligence**, entity or person improperly seeking to obtain possession or the transfer to a third-party of virtual currency, money, securities, data or property to which such third-party is not entitled.

Solar weather

Solar flares, solar eruptions or bursts including plasma bubbles or ejections, magnetic field or magnetosphere fluctuations or disruptions.

Territorial Limits

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

Terrorism

An act, or the threat of an act, by any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government, that:

1. is committed for political, religious, ideological, racial or similar purposes; and
2. is intended to influence any government or an international governmental organisation or to put the public, or any section of the public, in fear; and
    a. involves violence against one or more persons; or
    b. involves damage to property; or
    c. endangers life other than that of the person committing the action; or
    d. creates a risk to health or safety of the public or a section of the public; or
    e. is designed to interfere with or to disrupt an electronic system.

United Kingdom

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

United Kingdom Resident

Means resident in the **United Kingdom** for a minimum of 6 months in a 12-month period

We/Our/Us

Hiscox Insurance Company Ltd.

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 apply 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:

We will not cover:

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, concrete, metal or asbestos roof with no more than 25% other materials. The building must be 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

    there must be 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. damage to **Music Equipment** caused solely by pollution or contamination. This does not apply to damage caused by accidental discharge during the **Period of Insurance** of oil or water from any storage tank, appliance or connected pipework unless the accidental discharge results from mechanical breakdown.
18. **We** will not pay for any clean-up or decontamination costs or expenses arising from pollution or contamination.
19. marring, scratching denting or any cosmetic change which does not impair the function of the **Music Equipment**.
20. any damage to money, or any electronic, online or crypto currency, including but not limited to Bitcoin, even where such currency exists in physical form.
21. damage to, or any loss, cost or expense arising in respect of any item of **Computer or digital technology** which is directly caused by:
    a. a **Cyber attack** or fear or threat of a **Cyber attack**;
    b. a **Hacker** or fear or threat of a **Hacker**;
    c. a **Computer or digital technology error**;
    d. its digital connectivity to any other item of **Computer or digital technology** which has been directly affected by a **Cyber attack**, **Hacker** or **Computer or digital technology error.**

    We will however cover any other damage, loss, cost or expense insured under this section which is caused by the **Cyber attack**, **Hacker** or **Computer or digital technology error**.

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** other than **Abuse or molestation** to any third parties; and
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**.

ABUSE OR MOLESTATION

If, as a result of **Your Music Activity**, any party brings a claim against **You** during the **Period of Insurance** for **Abuse or molestation** committed after the **Abuse or molestation retroactive date**, **We** will indemnify **You** against the sums **You** have to pay as compensation. This includes a claim against any employee when they are acting on **Your** behalf in whatever capacity.

However, **We** will not in any event provide cover:

1. in respect of any allegation of slavery or people trafficking; or
2. to any party who commits, condones or ignores any **Abuse or molestation**.

We will also pay costs and expenses but **We** will not pay costs for any part of a claim not covered by this section. The most **We** will pay for all claims made during the **Period of Insurance** is £1,000,000

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

We will not cover:

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. any liability or loss contributed to by, resulting from or in connection with any:
    a. **Cyber attack**;
    b. **Hacker**;
    c. **Social engineering communication**;
    d. **Computer or digital technology error**;

e. any fear or threat of a. to d. above; or

f. any action taken in controlling, preventing, suppressing, responding or in any way relating to a. to e. above.

20. any claim or loss relating to the actual or alleged processing, acquisition, storage, destruction, erasure, loss, alteration, disclosure, use of or access to **Personal Data**.

    However, this does not apply to any covered claim or part of a covered claim made against **You** by a client which arises directly from **Your Music Activity** for that client and which is not otherwise excluded by What is not covered: Exclusion 19. above.

    The most **We** will pay for the total of all claims or parts of claims against **You** by a client including defence costs, which arise directly from **Your Music Activity** for that client relating to **Personal Data** is £250,000 during any **Period of Insurance**, which is included within, and not in addition to, the overall limit of indemnity for this section.

21. liability arising from the sale or supply of goods by or on behalf of **You**.

22. contributed to by, resulting from or in connection with any Perfluoroalkyl and polyfluoroalkyl substances, including any fear or threat of, or any action taken in controlling, preventing, suppressing, responding or in any way relating to it.

23. **Asbestos risks**.

24. a. any pollution or contamination; or

    b. bodily injury or property damage directly or indirectly caused by any pollution or contamination,

    unless the pollution or contamination is caused by a sudden, identifiable, unintended and unexpected incident which occurs in its entirety at a specific time and place during the **Period of Insurance**. **We** will not provide cover for any pollution or contamination occurring in the United States of America or Canada.

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

1. **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:
    a. made against **You** during the **Period of Insurance** specified in the **Insurance Schedule**;
    b. notified as soon as possible in writing to **Us** by **You** during the **Period of Insurance**;
    c. arising out of any act, error or omission which occurred after the retroactive date specified in the **Insurance Schedule**; and
    d. arising out of any acts, errors or omissions occurring in the **Territorial Limits** stated in **Your Insurance Schedule**.
2. **We** will indemnify **You** against any claim or claims made against **You** during the **Period of Insurance** in respect of libel, slander, defamation which occurred after the retroactive date specified in the **Insurance Schedule** up to but not exceeding the limit of indemnity specified in the **Insurance Schedule**.
3. 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**.
4. **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

We will not cover:

1. this insurance does not indemnify **You** against any claim or claims:
    a. made or threatened or in any way intimated prior to the inception date of the insurance; or
    b. 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).
2. 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**.
3. claims arising from the conduct of any business not conducted for the benefit of or on behalf of **You**.
4. claims as a result of the insolvency, bankruptcy or liquidation.
5. claims arising from the sale or supply of goods by or on behalf of **You**.
6. any liability or loss contributed to by, resulting from or in connection with any:
    a. **Cyber attack**;
    b. **Hacker**;
    c. **Social engineering communication**;
    d. **Computer or digital technology error**;
    e. any fear or threat of a. to d. above; or
    f. any action taken in controlling, preventing, suppressing, responding or in any way relating to a. to e. above.
7. liability to pay:
    a. liquidated, punitive, exemplary or aggravated damages;
    b. any fines and/or penalties imposed by law; or
    c. any trading debts.
8. 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.
9. liability arising from any breach of copyright.
10. claims to any of **Your** employees or immediate family (spouse, children, parents, siblings and their families).
11. liability arising out of the use, ownership, possession of land or buildings, animals, firearms or weapons.
12. liability in respect of the ownership, maintenance, operation or use of any aircraft, motorised watercraft, automobiles or vehicles of any kind.
13. any form of performance, surety, credit or financial guarantee.

14. economic or pecuniary loss where no personal injury or damage to tangible property occurs.
15. property damage to any property belonging to **You** or is in **Your** custody, care or control.
16. liability not involving the use of musical, entertainment, sound or lighting equipment.
17. liability arising from a contract or agreement unless **You** would have been liable in the absence of such contract or agreement.
18. any claim or loss relating to the actual or alleged processing, acquisition, storage, destruction, erasure, loss, alteration, disclosure, use of or access to **Personal Data**.

    However, this does not apply to any covered claim or part of a covered claim made against **You** by a client which arises directly from **Your** breach of professional duty in connection with the **Music Activity** for that client and which is not otherwise excluded by What is not covered: Exclusion 6. above.

    The most **We** will pay for the total of all claims or parts of claims against **You** by a client including defence costs, which arise directly from **Your** breach of professional duty in connection with the **Music Activity** relating to **Personal Data** is £250,000 during any **Period of Insurance**, which is included within, and not in addition to, the overall limit of indemnity for this section.
19. liability to any of **Your** employees.
20. any liability arising from pollution or contamination, unless the pollution or contamination is caused by a sudden, identifiable, unintended and unexpected incident which occurs in its entirety at a specific time and place during the **Period of Insurance**.

    We will not in any event provide cover for:

    a. any pollution or contamination occurring in the United States of America or Canada;
    b. liability arising solely out of any land or property being identified as contaminated land under Section 78B or 78C of the Environmental Protection Act 1990, or the service of a remediation notice under Regulation 20 of the Environmental Damage (Prevention and Remediation) (England) Regulations 2015 or any related, similar or successor legislation or regulation in any jurisdiction;
    c. liability for any claim or part of a claim made by or on behalf of any governmental or regulatory body or agency; or
    d. pollution or contamination which is authorised by a valid environmental permit issued or regulated under the Environmental Permitting (England and Wales) Regulations 2016 or any related, similar or successor legislation or regulation in any jurisdiction.
21. claims or losses directly or indirectly caused by or contributed to by the failure or interruption of service provided by an Internet Service Provider, cloud services provider, telecommunications provider, utilities suppler or other infrastructure provider.

SECTION 4 - PERSONAL ACCIDENT

Provides cover for accidental death, **Loss of Limbs**, permanent **Loss of Sight**, partial **Loss of Sight**, and permanent total disability.

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 any one **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 or older 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

We will not cover:

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).
8. **Asbestos risks**.
9. any claim or loss for **Bodily Injury** arising directly or indirectly from, or in connection with, or contributed to by, any:
    a. **Cyber attack**;
    b. **Hacker**;
    c. **Social engineering communication**;
    d. **Computer or digital technology error**;
    e. any fear or threat of a. to d. above; or
    f. any action taken in controlling, preventing, suppressing, responding or in any way relating to a. to e. above.
10. Any claim or loss for **Bodily Injury** from any pollution or contamination, including noise, electromagnetic fields, radiation and radio waves, if the total area affected by pollution or contamination is greater than ten miles across at its widest point.

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:

We will not cover:

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**.
10. any claim or loss arising directly or indirectly from, or in connection with, or contributed to by, any:
    a. **Cyber attack**;
    b. **Hacker**;
    c. **Social engineering communication**;
    d. **Computer or digital technology error**;
    e. any fear or threat of a. to d. above; or
    f. any action taken in controlling, preventing, suppressing, responding or in any way relating to a. to e. above.
11. **Asbestos risks**.
12. any claim or loss arising directly or indirectly from any pollution or contamination, including noise, electromagnetic fields, radiation and radio waves, if the total area affected by pollution or contamination is greater than ten miles across at its widest point.

SECTION 6 – LOSS OF EARNINGS

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

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 any one **Period of Insurance**.

WHAT IS NOT COVERED:

We will not cover:

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.
7. **Asbestos risks**.
8. any claim, loss, damage, cost or expense arising directly or indirectly from, or in connection with, or contributed to by, any:
    a. **Cyber attack**;
    b. **Hacker**;
    c. **Social engineering communication**;
    d. **Computer or digital technology error**;
    e. any fear or threat of a. to d. above; or
    f. any action taken in controlling, preventing, suppressing, responding or in any way relating to a. to e. above.
9. any claim or loss arising directly or indirectly from any pollution or contamination, including noise, electromagnetic fields, radiation and radio waves, if the total area affected by pollution or contamination is greater than ten miles across at its widest point.

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 any one **Period of Insurance**.

WHAT IS NOT COVERED:

We will not cover:

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-propriety 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.
12. any claim, loss, damage, cost or expense arising directly or indirectly from, or in connection with, or contributed to by, any:
    a. **Cyber attack**;
    b. **Hacker**;
    c. **Social engineering communication**;
    d. **Computer or digital technology error**;
    e. any fear or threat of a. to d. above; or
    f. any action taken in controlling, preventing, suppressing, responding or in any way relating to a. to e. above.
13. any claim, loss, damage, cost or expense to, from, in connection with or contributed to by any biomass or biogas heater, any electricity or power generating equipment or any item used in connection with them, other than emergency back-up power equipment.

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

We will not cover:

1. any claim where there is not a valid claim under Section 1 for loss or damage to **Music Equipment**.
2. any claim, loss, damage, cost or expense arising directly or indirectly from, or in connection with, or contributed to by, any:
    a. **Cyber attack**;
    b. **Hacker**;
    c. **Social engineering communication**;
    d. **Computer or digital technology error**;
    e. any fear or threat of a. to d. above; or
    f. any action taken in controlling, preventing, suppressing, responding or in any way relating to a. to e. above.
3. any damage to money, or any electronic, online or crypto currency, including but not limited to Bitcoin, even where such currency exists in physical form.

GENERAL CONDITIONS

These are the conditions of the insurance **You** will need to meet as **Your** part of this contract. If **You** do not comply with these conditions **We** may take one or more of the actions outlined below, depending on the nature and seriousness of the breach;

We may not pay a claim

We may reduce the amount paid in respect of a claim

We may cancel **Your Policy** from a specified date

In cases of deliberate or reckless misrepresentation **We** may treat the **Policy** as void from inception.

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 anyone acting for **You**:

   a. Make a claim under the **Policy** knowing the claim to be false or fraudulently exaggerated in any respect; or

   b. Make a statement in support of a claim knowing the statement to be false in any respect, or submit a document in support of a claim knowing the document to be forged or false in any respect

   Then:

   We will not pay the claim

   We will not pay any other claims made under the Policy relating to events occurring after the date of a fraudulent act

   We may cancel the **Policy** from the date the fraudulent act took place

   We shall be entitled to recover from **You** the amount of any claim already paid under the **Policy** relating to events occurring after the fraudulent act was committed

   We will not provide any return of premium

   We may share information about **Your** behavior with other organisations to prevent further dishonesty, exaggeration, or fraud

   We may inform the Police of the circumstances
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. This **Policy** is exclusively governed by the laws of England and Wales and jurisdiction of the courts of England and Wales.
6. Where **You**, including anyone within the meaning of **You** in any section of the **Policy** are entitled to cover under more than one section of the **Policy** in respect of the same claim or loss, or any part of a claim or loss, **We** shall only provide cover under one section of the **Policy**, being the section that provides the most advantageous cover to **You** or the party entitled to cover.
7. Where more than one insurer and/or Lloyd's syndicate is party to this **Policy**, the liability of an insurer or syndicate under this **Policy** is several and not joint with any other insurers or syndicates party to this **Policy**. An insurer is liable only for the proportion of liability it has underwritten. **We** will provide **You**, on request, with details of the insurers/syndicates who are party to this **Policy** and the proportions of liability they have underwritten.
8. If there is any other insurance covering the same claim, or which would have covered the claim but for the existence of this **Policy**, **We** will not make any payment until the amount that would have been payable under such other insurance if this **Policy** did not exist is exhausted.

   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.
4. **Terrorism**. This exclusion does not apply to the Public Liability section of the **Policy** however the most **We** will pay under that section in respect of claims arising from **Terrorism** is the lesser of the Public Liability limit stated in the **Insurance Schedule** or £2,000,000 in total during the **Period of Insurance**.
5. any damage, loss, cost or expense directly or indirectly caused by, contributed to by, resulting from or in connection with **Civil commotion** occurring outside of England, Scotland or Wales.
6. 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.
7. any damage, injury, illness, loss, cost or expense directly or indirectly caused by, contributed to by, resulting from or in connection with:
   a. **Communicable disease**;
   b. fear or threat of **Communicable disease**; or
   c. any action taken in controlling, preventing, suppressing or in any way responding to a. or b. above.

   This exclusion does not apply to the Public Liability section of this **Policy**.
8. ionising radiation or contamination by radioactivity from any nuclear fuel, or from any nuclear waste from burning nuclear fuel.
9. radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
10. pressure waves from aircraft or other aerial devices travelling at supersonic speeds.
11. 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**.
12. any claim resulting from **Your**:
    a. suicide, attempted suicide, or deliberate self-inflected 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); or
    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.
13. consequence of or in any way involving reckless disregard and/or wilful breach of duty of any kind.
14. any claims brought against **You** in any country or jurisdiction outside of the **United Kingdom**.
15. 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.
16. loss due to confiscation, detention by Customs or other authority.
17. any claims brought against **You** in the courts of any jurisdiction outside of England and Wales.
18. anything which occurred before the **Period of Insurance**. This does not apply to claims for **Abuse or molestation** which occurred after the **Abuse or molestation retroactive date**.
19. **Solar weather** including any fear or threat of, or any action taken in controlling, preventing, suppressing, responding or in any way relating to it.
20. any loss caused or contributed to by, resulting from or in connection with the use, sale, promotion, manufacture, supply, distribution, delivery, transport, transfer, possession or prescription of any opioid, opioid product or product derived from or containing opium or opiates.

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: • Email: customer.care@davies-group.com • Post: Davies Managed Systems Limited, PO BOX 2801, Hanley, Stoke on Trent, ST4 5DN • Phone: 0344 856 3015 Details of the Davies Group internal complaint-handling procedures are available on request.
All other matters	Please contact Insure4Music: • Email: complaints@ripeinsurance.co.uk • Post: Insure4Music, One Stockport Exchange, Railway Road, Stockport, SK1 3SW • Phone: 0333 400 6980

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

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** compliant 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.

USING YOUR PERSONAL INFORMATION

Hiscox is a trading name of a number of Hiscox companies. The specific company acting as a data controller of **Your** personal information will be listed in the documentation **We** provide to **You**. If **You** are unsure **You** can also contact **Us** at any time by telephoning 01904 681198 or by emailing **Us** at dataprotectionofficer@hiscox.com.

We collect and process information about **You** in order to provide insurance policies and to process claims. **Your** information is also used for business purposes such as fraud prevention and detection and financial management. This may involve sharing **Your** information with, and obtaining information about **You** from, **Our** group companies and third parties such as brokers, loss adjusters, credit reference agencies, service providers, professional advisors, **Our** regulators or fraud prevention agencies.

We may record telephone calls to help **Us** monitor and improve the service **We** provide. For further information on how **Your** information is used and **Your** rights in relation to **Your** information please see **Our** privacy policy at www.hiscox.co.uk/cookies-privacy

a fresh approach to insurance

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