



Harmonic for musical instruments

Section 1 – general terms and conditions

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Section 1 – general terms and conditions

Thank you for insuring with Ecclesiastical and we welcome you as a policyholder. We are a specialist financial services group, with a strong portfolio of insurance businesses in Ireland, the UK, Canada and Australia. All are underpinned by a reputation for delivering an outstanding service for customers, with firmly established roots as a socially responsible general insurer.

Policy information

The policy is divided into a number of sections. Your schedule will show which sections are in force and for how much you are insured.

Please read the policy and schedule carefully. If you have any queries or wish to change your cover, contact us or your insurance intermediary.

We will send you an updated schedule whenever the cover is changed and at each annual renewal date. The most recent schedule will provide the details of your current cover. Please retain this with your policy booklet, together with any special notices we send you about the policy.

Please also retain all other schedules so you may check what cover applied on any specific date should you need to do so.

If your needs change, please tell us or your insurance intermediary.

Data Privacy Notice

Your privacy is important to us. We will process your personal data in accordance with data protection laws.

Ecclesiastical Insurance Office plc ("**we**", "**us**", "**our**") is the data controller in respect of any personal data which you provide to us or which we hold about you and any personal data which is processed in connection with the services we provide to you.

Where you provide us with personal data about a person other than yourself (such as a dependant or named person under a policy), you must inform them that you are providing their personal data to us and refer them to this notice.

To provide our insurance related services, we will collect and process your personal data such as your name, contact details, financial information and any information which is relevant to the insurance policy we are providing. In order to provide your insurance policy or when making a claim, we may also need to collect or process 'special categories of personal data' such as information relating to your health. We may also collect and process information which is likely to reveal your religious beliefs where you have manifestly made that information public or by communicating with us using a title or honorific which indicates a religious belief. We may also collect data relating to any previous unspent criminal convictions that you may have where that data is necessary to facilitate the provision of insurance services in connection with you, or related activities.

We process your personal data and your special category personal data relating to health and religious affiliation for the purposes of offering and carrying out insurance related services to you or to an organisation or other persons which you represent. Your personal data is also used for business purposes such as fraud prevention, business management, systems development and carrying out statistical and strategic analysis.

Providing our services will involve sharing your personal data with, and obtaining information about you from, our group companies and third parties such as brokers, loss adjusters, credit reference agencies, fraud prevention agencies, our service providers and professional advisors or business partners and our regulators.

In some circumstances we may transfer your personal data to countries outside of the European Economic Area. We will put appropriate safeguards in place to ensure that your personal data is protected.

Where we have your consent, we may market our services to you or provide your personal data to our related companies or business partners for marketing purposes. You can opt out of marketing communications at any time by contacting us.

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Fraud Prevention

We need to carry out fraud and anti-money laundering checks, and this will involve sharing your personal data (such as your name, contact details and financial information) with credit reference and fraud prevention organisations. If you make a claim, we will share your information (where necessary) with other companies to prevent fraud. For the purposes of deciding whether to accept and pay a claim or any part of it, we may appoint loss adjusters or external investigation services to act on our behalf.

We may also use information from other sources such as the Companies Registration Office, Financial Credit Agencies and Insurance Link (a central claims database for the insurance industry) to obtain additional details and to independently verify information you have provided to us. You can find more information about Insurance Link at www.inslink.ie.

If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information.

Please note that when carrying out any fraud prevention activities, we may need to process your special categories of data such as criminal offence information and share it with fraud prevention agencies.

Further information

For further information on how your personal data is used and your rights in relation to your personal data please refer to our Privacy Policy at www.ecclesiastical.ie/privacy-policy or contact our Compliance Associate, by post at Ecclesiastical Insurance Office Plc, 2nd Floor, Block F2, EastPoint, Dublin 3, D03 T6P8, or by telephone on (01) 619 0300 or by email at compliance@ecclesiastical.com.

Complaints procedure

We pride ourselves on providing a first class, reliable and efficient service to all of **our** customers. Complaints are a key to monitoring **our** service and wherever possible, **we** seek to take action to prevent recurrence of a problem.

We define a complaint as any expression of dissatisfaction, whether oral or written, and whether justified or not, about a service or activity provided by **us**.

If **you** have a complaint, please contact Newmoon Insurance in the first instance:

Newmoon Insurance Services
The Pantiles Chambers
85 High Street

Royal Tunbridge Wells
Kent, United Kingdom
TN1 1XP

Telephone: +44 (0) 1892 506884
Email: complaints@Newmooninsurance.com

If **your** complaint cannot be resolved satisfactorily by Newmoon Insurance, you can complain in writing or verbally to Ecclesiastical Insurance Office at any time to:

Ecclesiastical Insurance Office plc
2nd Floor
Block F2
EastPoint
Dublin 3
D03 T6P8
Tel: **01 619 0300**
Email: complaints@ecclesiastical.com



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Ecclesiastical - Our promise to you

We will aim to resolve your complaint within one business day.

- We will investigate your complaint and provide you with the name of your point of contact in relation to your complaint.
- We will keep you informed of the progress of your complaint with regular written updates on the progress of our investigation at intervals no greater than 20 business days.
- We shall attempt to investigate and fully resolve your complaint within 40 business days and will furnish you with the findings of our investigation into your complaint within five business days of completion of our investigation.
- We will use feedback from your complaint to improve our service.

If you're not entirely satisfied with our handling of and final response to your complaint, or if we have not completed our investigation in 40 business days, we'll inform you of your right to take your complaint to the Financial Services and Pensions Ombudsman.

The Financial Services and Pensions Ombudsman,
Lincoln House,
Lincoln Place,
Dublin 2,
D02 VH29

Tel: **01 567 7000**
Email: info@fspo.ie
Website: www.fspo.ie

The Financial Services and Pensions Ombudsman can investigate complaints from all customers, except limited liability companies which have a turnover of €3m and above.

This complaints handling procedure does not affect your right to take legal proceedings.

The Insurance Compensation Fund & the Financial Services Compensation Scheme (FSCS)

Irish resident policyholders of Ecclesiastical Insurance Office plc may be in a position to claim from either the Insurance Compensation Fund or the FSCS. Brief details of each of these is outlined below:

The Insurance Compensation Fund

This was established under the Insurance Act 1964 amended by the Insurance (Amendment) Act 2011. The fund is designed to facilitate payments to policyholders in relation to risks in Ireland where an Irish-authorized non-life insurer or a non-life insurer authorised in another EU Member State goes into liquidation or administration. Not all policyholder liabilities are covered by the fund. A sum due to a commercial policyholder may not be paid out of the fund unless the sum is due in respect of the liability to an individual.

For further information on the scheme you can visit the Central Bank website at www.centralbank.ie

The Financial Services Compensation Scheme

This scheme was set up under the terms of the United Kingdom Financial Services and Markets Act 2000.

It extends to include policies issued by the Republic of Ireland branches of United Kingdom insurers, provided they are authorised by the PRA.

The Financial Services Compensation Scheme (FSCS) is an independent body, set up by the UK Government, which may be able to compensate you in the unlikely event we are unable to meet our obligations to you. Some restrictions apply to the FSCS and further information is available



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from their website; www.fscs.org.uk

or by writing to:

Financial Services Compensation Scheme
10th Floor Beaufort House
15 St Botolph Street
London EC3A 7QU
Tel: **0044 207 741 4100**
Fax: **0044 207 741 4101**
Email: enquiries@fscs.org.uk



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Insuring clause

This policy document and the schedule including all clauses applied to the policy shall together form the policy and be considered as one document

In consideration of payment of the premium **we** will provide insurance against loss destruction damage injury or liability (as described in and subject to the terms conditions limits and exclusions of this policy or any section of this policy) occurring or arising during the **period of insurance**

Insurance Act 1936

All moneys which become payable by **us** under the policy shall in accordance with Section 93 of the Insurance Act 1936 be payable and paid in the Republic of Ireland

Stamp Duty

The appropriate stamp duty has been or will be paid to the Revenue Commissioners in accordance with Schedule 1 of the Stamp Duties Consolidation Act 1999

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Conditions precedent

General conditions two, three and four below, general claims condition one and the conditions shown under the heading **your obligations** are all conditions precedent to **our** liability. **We** will not make any payment under this insurance unless **you** comply with all the requirements of those conditions.

General conditions

The following conditions apply to the whole of this policy.

- Basis of insurance
1. Because of its importance, all information which **you** or anyone on **your** behalf provided before **we** agreed to insure **you** is incorporated into and forms the basis of this **policy**.
All facts and matters which might be relevant to **our** consideration of **your** proposal must be disclosed and all material representations made to **us** must be true, otherwise **we** are entitled to treat this insurance as if it had never existed.
- Change of circumstances
2. **You** must tell **us** as soon as reasonably possible of any change in circumstances during the **period of insurance** which may materially affect this **policy**. (A material fact or circumstance is one which might affect **our** decision to provide insurance or the conditions of that insurance.) **We** may then change the terms and conditions of this **policy**.
- Due diligence
3. **You** must take reasonable steps to protect all **insured equipment** against **damage**. This includes:
- only using **your insured equipment** in the manner recommended by the maker or manufacturer; and
 - ensuring that **your insured equipment** is kept in good condition and repair in accordance with the maker's or manufacturer's guidelines and instructions.
- Premium payment
4. **We** will not make any payment under this **policy** unless **you** have paid the premium.
- Cancellation
5. If within the first 14 days of the **period of insurance** **you** decide that **you** do not wish to take this **policy** then **we** will give **you** a full refund of the premium and treat this **policy** as if it never existed.
If **you** decide to cancel this **policy** at any time, **we** will give **you** a refund for the remaining period.
If **we** cancel the **policy**, **we** will give **you** 30 days' written notice and **we** will give **you** a refund for the remaining period.
- Multiple insureds
6. The most **we** will pay is the relevant amount shown in the schedule.
If more than one insured is named in the schedule, the total amount **we** will pay will not exceed the amount **we** would be liable to pay to any one of **you**.
You agree that the insured named in the schedule, or if there is more than one insured named in the schedule the first of them, is authorised to receive all notices and agree any amendments to the **policy**.
- Other insurance
7. This **policy** does not cover any loss or claim where **you** would be entitled to be paid under any other insurance if this **policy** did not exist.
- Recovered property
8. If any of **your** property is recovered after **we** have paid a claim, **we** will write to **you** at **your** correspondence address shown in the schedule and **you** can buy it back from **us** within 60 days. **We** will charge the lesser of the following:
- The amount that **we** paid for **your** claim, plus interest and loss adjustor expenses and recovery expenses; or
 - the fair market value of the item at the time **we** recover it.

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- Replaced property
9. If **we** pay the **amount insured** for any item, pair or set, **we** will have the right to take possession of that item, pair or set.
We will also have the right to take possession of damaged items, parts and materials that have been replaced by **us**.
- Governing law
10. Unless some other law is agreed in writing, this **policy** will be governed by the law of the Republic of Ireland.
- Arbitration
11. Any dispute arising out of or relating to this insurance, including over its construction, application and validity, will be referred to a single arbitrator in accordance with the Arbitration Act then in force.

General claims conditions

The following claims conditions apply to the whole of this **policy**.

- Your obligations
1. **We** will not make any payment under this **policy** unless **you**:
- give **us** prompt notice of anything which is likely to give rise to a claim under this **policy**, in accordance with the conditions shown under the heading **Your obligations**;
 - give **us**, at **your** expense, any information which **we** may reasonably require and co-operate fully in the investigation of any claim under this **policy**;
 - make every reasonable effort to minimise any loss, damage or liability and take appropriate emergency measures immediately if they are required to reduce any claim;
 - give **us** all assistance which **we** may reasonably require to pursue recovery of amounts **we** may become liable to pay under this **policy**, in **your** name but at **our** expense.
- Fraud
2. If **you**, or anyone on **your** behalf, tries to deceive **us** by deliberately giving **us** false information or making a fraudulent claim under this **policy** then **we** will treat this **policy** as if it had never existed.

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Section 2 – Policy definitions

Definitions	Words shown in bold type have the same meaning wherever they appear in this policy .
Accidental damage	Damage to your insured equipment as a result of an accident.
Amount insured	The most we will pay as shown in the schedule. Unless we say otherwise, the amounts apply to each incident of loss and will be automatically restored to the full amount after we pay a claim provided you carry out our recommendations to prevent further loss or damage.
Bodily injury	Death, or any bodily or mental injury or disease of any person.
Damage	Accidental damage, theft or loss.
Defence costs	Costs incurred with our prior written agreement to investigate, settle or defend a claim against you .
Endorsement	A change to the terms of the policy .
Excess	The amount you must bear as the first part of each agreed claim.
Geographical limits	The geographical area shown in the schedule.
Insured equipment	Any musical instrument or musical equipment specified in the schedule which is your own property and which is normally kept at the address shown in the schedule.
Loaned	The temporary transfer of insured equipment with a single article limit of less than €25,000 into the care, custody or control of any person with your permission.
Loss	All or part of your insured equipment that is lost. Where only part of your insured equipment is lost we will only pay for the replacement of that part.
Musical accessories	Items used to play or tune the insured equipment with an individual replacement value between €10 and €350. This does not include replaceable items including strings, reeds and drumheads.
Nuclear risks	<ol style="list-style-type: none">a. Any sort of nuclear material, nuclear reaction, nuclear radiation or radioactive contamination;b. any products or services which include, involve or relate in any way to anything in a. above, or the storage, handling or disposal of anything in a. above.
Period of insurance	The time for which this policy is in force as shown in the schedule.
Policy	This insurance document and the schedule, including any endorsements .
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: <ol style="list-style-type: none">a. is committed for political, religious, ideological or similar purposes; andb. is intended to influence any government or to put the public, or any section of the public, in fear; andc.<ol style="list-style-type: none">i. involves violence against one or more persons; orii. involves damage to property; oriii. endangers life other than that of the person committing the action; oriv. creates a risk to health or safety of the public or a section of the public; orv. is designed to interfere with or to disrupt an electronic system.
Theft	All or part of your insured equipment that is stolen. Where only part of your insured equipment is stolen we will only pay for the replacement of that part.
Third party property damage	Physical loss of or injury to or destruction of tangible property including the resulting loss of use of such property.



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Section 2 – Policy definitions

War	War, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power.
We / us / our	The insurers named in the schedule.
You / your	The insured person over 18 years of age, band, organisation or orchestra named in the schedule.

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Section 3 – Property damage

The general terms and conditions, policy definitions and the following terms and conditions all apply to this section.

What is covered **We** will insure **you** against **damage** occurring within the **geographical limits** during the **period of insurance** to **insured equipment** whilst being used, stored or transported by **you** or whilst **loaned**.

Additional Cover

Additional instruments **We** will also insure **you** against **damage** occurring within the United Kingdom and the Republic of Ireland during the **period of insurance** to any additional musical instruments not insured under any other insurance policy that **you** become legally responsible for, whilst being used, stored or transported by **you** providing that **you** tell **us** the additional value within 14 days and pay the appropriate premium. The most **we** will pay for additional musical instruments during the **period of insurance** is €3,500.

Alternative hire costs **We** will also insure **you** for the necessary and reasonable cost of hiring an equivalent alternative musical instrument where **your insured equipment** is awaiting repair or replacement following **damage** for which payment has been made or liability admitted by **us** under this **policy**.

We will only pay hire costs if the instrument is required so that **you** can participate in a scheduled lesson or performance scheduled before the **damage** occurred. The most **we** will pay for alternative hire costs during the **period of insurance** is €1,000.

Musical accessories **We** will also insure **you** against **damage** occurring within the **geographical limits** during the **period of insurance** to **musical accessories** whilst being used, stored or transported by **you**. The most **we** will pay for **musical accessories** is €750 for any one claim.

Travel **We** will also insure **you** for the necessary and reasonable costs of travel, postage or courier fees to transport **your insured equipment** to and from a repairer following **damage** for which payment has been made or liability admitted by **us** under this **policy**. The most **we** will pay for travel, postage or courier fees during the **period of insurance** is €250.

What is not covered **We** will not make any payment for:

1. the amount of the **excess**.
2. **damage** to replaceable items including strings, reeds and drumheads.
3. **damage** to any computer equipment or laptop other than **insured equipment** or **musical accessories**.
4. **theft** from any unattended premises unless all doors and all ground and basement level opening windows and any upper floor opening windows or skylights accessible from roofs, balconies, fire escapes, canopies, downpipes and other features of the building have been securely locked and the **theft** involves entry to, or exit from the premises by forcible and violent means. This does not apply to **your insured equipment** or **your musical accessories** which have been left at any school, classroom or storeroom under the direction of an educational authority or rehearsal room, concert hall, examination room or music venue under the direction of the music organiser, conductor or examiner for less than 24-hours.
5. **theft** by any person to whom **you** have **loaned** the **insured equipment** or **musical accessories**.
6. **damage** to **your insured equipment** or **your musical accessories** while stored at any private residence which is rented, let or sublet by **you** to another person, unless it involves entry to, or exit from the premises by forcible and violent means.
7. **damage** to **your insured equipment** or **your musical accessories** while stored at any property which has been left unoccupied for more than 60 consecutive days.

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Section 3 – Property damage

8. **damage** caused by wear and tear, rot, fungus, mould, vermin or infestation, or any gradually operating cause;
9. **damage** caused to **your insured equipment** or **your musical accessories** while being worked on, maintained, repaired, inspected or cleaned.
10. **damage** occurring during transit unless the **insured equipment** and **musical accessories** are packed securely in a protective case designed to be used with the **insured equipment** and **musical accessories** or are packed by a professional transit company.
11. **damage** caused by any computer virus.
12. **damage** caused by dryness, humidity, dampness, condensation, frost, dust, pollution, contamination, shrinkage or being exposed to light or extreme temperatures.
13. any reduction in the value of an item that has not suffered **damage** because it forms part of a pair or set.
14. **damage** to any electrical or mechanical equipment directly resulting from its own breakdown, explosion or collapse.
15. any failure by any equipment (including any hardware or software) to correctly recognise any given date or to process any data or to operate properly due to any failure to correctly recognise any given date.
16. confiscation, nationalisation, requisition or destruction of or **damage** to property by or under the order of any government or public or local authority.
17. **damage** caused to **your insured equipment** while left in any unattended vehicle.
18. **damage** caused by earthquake or volcanic eruption.
19. **damage** caused by **war**, **terrorism** and **nuclear risks**.
20. deliberate damage to or neglect of **your insured equipment** or **your musical accessories** by **you**.
21. damage arising from **your** failure to follow the maker's or manufacturer's guidelines and instructions for the proper care and use of **your insured equipment** or **your musical accessories**.
22. loss or damage other than **accidental damage**, **theft** or **loss**.
23. any repair or replacement following **damage** that was not authorised by **us**.
24. the cost of any routine repair, inspection, maintenance, cleaning or adjustment where no **damage** has occurred.
25. any loss of use or expense incurred through not being able to use **your insured equipment** or **your musical accessories** following **damage** but this clause does not apply to the cover provided under this **policy** for **alternative hire costs**.
26. **damage** arising from any manufacturing or design fault or inherent defect in **your insured equipment** or **your musical accessories**.
27. **damage** arising from customisation or upgrades made to **your insured equipment** or **your musical accessories**.
28. any cost incurred in preparing or submitting a claim under this **policy**.
29. **damage** to any **insured equipment** that have been **loaned** by **you** for a fee.
30. **damage** to any **insured equipment** with a single article limit in excess of 0 that has been **loaned**.

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Section 3 – Property damage

How much we will pay

Repair or payment

We will pay up to the **amount insured** shown in the schedule unless limited below.

At **our** option **we** will repair or pay for any lost or damaged items on the following basis:

1. for **insured equipment** and **musical accessories** that can be economically repaired, the cost of the repairs. In the event of partial **damage to any insured equipment or musical accessories, we** will pay the cost of repair and any resulting depreciation in value, but **we** will not pay more than the value shown in the schedule for that item;
2. for **insured equipment** and **musical accessories** that cannot be economically repaired, the market value of the **insured equipment** and **musical accessories** immediately prior to the **damage**, but **we** will not pay more than the value shown in the schedule for that item.

Under insurance

If, at the time of **damage**, the **amount insured** is less than 85% of the market value of the **insured equipment** and **musical accessories** immediately prior to the **damage**, the amount **we** pay will be reduced in the same proportion as the under insurance.

Your obligations

Proof of ownership

We will not make any payment for any **insured equipment** or **musical accessories** under this **policy** unless you provide one of the following at our request:

1. a purchase receipt; or
2. a valuation less than five years old by a suitably qualified valuer; or
3. other suitable evidence of ownership or legal responsibility.

If any damage occurs

We will not make any payment under this **policy** unless **you** notify **us** promptly of any **damage** which might be covered. If **you** think a crime has been committed **you** must also report it to the police within 24-hours after **you** become aware of it.

You must retain the crime or lost property reference number and the address of the police station which **you** will be asked to supply on the claim form.

In the case of damaged **insured equipment** and **musical accessories** **you** must retain the damaged item for **our** inspection before **we** will make any payment.

Airline damage

We will not make any payment under this **policy** unless **you** also notify the relevant airline staff promptly of any **damage** which might be covered and comply with any instructions they give **you**.

You must obtain a property irregularity report or damage report from the airline and retain this along with **your** baggage check tickets and tags which **you** will be asked to supply on the claim form.

How to make a claim

If **you** need to make a claim then you will need to complete a claim form. Please call NewMoon Insurance on +44 (0) 1892 506884 and a claim form will be either emailed or posted to **you**.

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Section 4 – Public liability

The general terms and conditions, policy definitions and the following terms and conditions all apply to this section.

What is covered

Claims against you If, as a direct result of **your** ownership or use of **your insured equipment** or **your musical accessories**, any party brings a claim against **you** for **bodily injury** or **third party property damage** occurring within the **geographical limits** and during the **period of insurance**, we will indemnify **you** against the sums **you** have to pay as compensation, providing that **you** are resident or domiciled in the United Kingdom or the Republic of Ireland.

We will also pay **defence costs** but **we** will not pay costs for any part of a claim not covered by this section.

What is not covered

- A. **We** will not make any payment for any claim or loss:
- 1. unless resulting directly from **your** ownership or the use of **your insured equipment** or **your musical accessories**.
 - 2. directly or indirectly arising from **bodily injury** or **third party property damage** occurring outside of the **geographical limits**.
 - 3. directly or indirectly arising from the ownership, possession, maintenance or use by **you** of any land, buildings, animals, weapons, aircraft or other aerial device, watercraft, motor vehicle or other mechanically propelled vehicles and their trailers.
 - 4. directly or indirectly arising from any act, breach, omission or infringement **you** deliberately, spitefully, dishonestly or recklessly commit, condone or ignore which could reasonably be expected to cause injury or damage to another party even if such injury or damage is of a different degree or type than could reasonably have been anticipated.
 - 5. directly or indirectly due to the transmission of a computer virus.
 - 6. directly or indirectly due to designs, plans, specifications, formulae, tuition, directions or advice prepared or given by **you**.
 - 7. arising from **war, terrorism** or **nuclear risks**.
- B. **We** will not make any payment for:
- 1. loss of or damage to or destruction of or loss of use of any property belonging to **you**, or which at the time of the loss or damage is in **your** care, custody or control.
 - 2. **bodily injury** to any of **your** employees or any member of your family.
 - 3. that part of any claim where **your** right of recovery is restricted by any contract.
 - 4. fines and contractual penalties, punitive or exemplary damages.
 - 5. any claim, including arbitration, brought outside the United Kingdom or the Republic of Ireland.

This applies to proceedings in the United Kingdom or the Republic of Ireland to enforce, or which are based on, a judgment or award from outside the United Kingdom or the Republic of Ireland.
 - 6. **your** liability under any contract which is greater than the liability **you** would have at law without the contract.

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Section 4 – Public liability

- | | |
|-----------------|---|
| Other insurance | 7. your liability where you would be entitled to be paid under another more specific insurance. |
| Excess | 8. the excess . |

How much we will pay

We will pay up to the limit of indemnity shown in the schedule for each actual or threatened claim, unless limited below. **We** will also pay for **defence costs**. However, if a payment greater than the limit of indemnity has to be made for a claim **our** liability for **defence costs** will be limited to the same proportion that the limit of indemnity bears to the amount paid. **You** must pay the **excess** for each claim.

All claims which arise from the same single or original cause or source will be regarded as one claim.

Special limits

Paying out the limit of indemnity

At any stage **we** can pay **you** the applicable limit of indemnity or what remains after any earlier payment from that limit. **We** will pay **defence costs** already incurred at the date of **our** payment. **We** will then have no further liability for those claims or their **defence costs**.

Your obligations

We will not make any payment under this section:

1. unless **you** notify **us** promptly of any claim or threatened claim against **you**;
2. if, when dealing with a third party, **you** admit that **you** are liable for what has happened or make any offer, deal or payment, unless **you** have **our** prior written agreement. **You** must also not reveal the amount of cover available under this insurance, unless **you** have **our** prior written agreement.

Control of defence

We have the right, but not the obligation, to take control of and conduct in **your** name, the investigation, settlement or defence of any claim. If **we** think it necessary **we** will appoint an adjuster, solicitor or any other appropriate person to deal with the claim. **We** may appoint **your** own solicitor but on a similar fee basis as **our** solicitor and only for work done with **our** prior written approval. Proceedings will only be defended if there is a reasonable prospect of success and taking into account the commercial considerations of the costs of defence.

This contract is underwritten by:
Ecclesiastical Insurance Office plc.

Our FCA register number is 113848.
Our permitted business is general insurance.

**You can check this on the
FCA's register by visiting the
FCA's website**

www.fca.org.uk/register

or by contacting the FCA on
0044 207 066 1000

If you would like this booklet in large print, braille,
on audio tape or computer disc, please call us on

01 619 0300

You can also tell us if you would like to always
receive literature in another format.

