

Please read this insurance document, together with any **endorsements** and the schedule, very carefully. If anything is not correct, please return it immediately.

Our promise to you

In return for the premium **you** have paid, **we** agree to insure **you** in accordance with the terms and conditions of the **policy**.

Signed for and on behalf of Hiscox Underwriting Limited:



Steve Langan
CEO, Hiscox Insurance Company

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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
TN1 1XP

Telephone: 0845 072 8535
Fax: 01892 547120
Email: complaints@Newmooninsurance.com

If **your** complaint cannot be resolved satisfactorily by Newmoon Insurance, please contact **our** Customer Relations Manager:

Hiscox Customer Relations
3rd Floor,
Mallard House,
Kings Pool,
3 Peasholme Green,
York,
YO1 7PX

telephone: +44 (0)1904 681 198
email: customer.relations@hiscox.com

You may also, in accordance with the rules of the Financial Services Authority, be able to refer **your** complaint to the Financial Ombudsman Service without affecting **your** legal rights. The address is:

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

Telephone: 0845 080 1800

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.

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| Basis of insurance | <p>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.</p> <p>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.</p> |
| Change of circumstances | <p>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.</p> |
| Due diligence | <p>3. You must take reasonable steps to protect all insured equipment against damage. This includes:</p> <ul style="list-style-type: none"> a. only using your insured equipment in the manner recommended by the maker or manufacturer; and b. 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 | <p>4. We will not make any payment under this policy unless you have paid the premium.</p> |
| Cancellation | <p>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.</p> <p>If you decide to cancel this policy at any time, we will give you a refund for the remaining period.</p> <p>If we cancel the policy, we will give you 30 days' written notice and we will give you a refund for the remaining period.</p> |
| Multiple insureds | <p>6. The most we will pay is the relevant amount shown in the schedule.</p> <p>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.</p> <p>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.</p> |
| Rights of third-parties | <p>7. You and we are the only parties to this policy. Nothing in this policy is intended to give any person any right to enforce any term of this policy which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.</p> |
| Other insurance | <p>8. 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.</p> |
| Recovered Property | <p>9. 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:</p> <ul style="list-style-type: none"> a. The amount that we paid for your claim, plus interest and loss adjustor expenses and recovery expenses; or b. the fair market value of the item at the time we recover it. |

Natural for musical instruments

Policy wording

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| Replaced property | 10. 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 | 11. Unless some other law is agreed in writing, this policy will be governed by the laws of England. |
| Arbitration | 12. 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**.

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| Your obligations | 1. We will not make any payment under this policy unless you : a. 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 ; b. 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 ; c. 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; d. 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. |

Definitions

Words shown in **bold** type have the same meaning wherever they appear in this **policy**.

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| Accidental damage | Damage to your insured equipment as a result of an accident. |
| Amateur performance | The act of playing your instrument to members of the public for which you do not receive any form of remuneration or benefits in kind and for which you are not required to hold public liability insurance. |
| 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. |
| Damage | Accidental damage, theft or loss. |
| 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. |
| Insured location | Your private residence at the address shown in the schedule and your school, music tutor's premises, venue for amateur performance and any friend's private residence all within 30 miles of the address shown in the schedule and any school concert venue and music examination premises within the geographical limits . |

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| Loaned | The temporary transfer of insured equipment 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 £75. This does not include replaceable items including strings, reeds and drumheads. |
| Nuclear risks | <ul 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. |
| Player | Any person under 18 years of age on whose behalf you have purchased this policy . |
| Policy | This insurance document and the schedule, including any endorsements . |
| Terrorism | <p>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:</p> <ul style="list-style-type: none"> a. is committed for political, religious, ideological or similar purposes; and b. is intended to influence any government or to put the public, or any section of the public, in fear; and c. <ul style="list-style-type: none"> i. involves violence against one or more persons; or ii. involves damage to property; or iii. endangers life other than that of the person committing the action; or iv. creates a risk to health or safety of the public or a section of the public; or v. 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. |
| 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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| What is covered | <p>We will insure you against damage occurring within the geographical limits during the period of insurance to insured equipment whilst.:</p> <ul style="list-style-type: none"> 1. being used or stored by you or the player at an insured location; 2. being transported by you or the player to and from the site of any insured location; 3. loaned. |
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Additional Cover

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| 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 providing that you tell us the additional value within seven days and pay the appropriate premium. The most we will pay for additional musical instruments during the period of insurance is £250. |
| Alternative hire costs | <p>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.</p> <p>We will only pay hire costs if the instrument is required so that you or the player can participate in a lesson or performance scheduled before the damage occurred. The most we will pay for alternative hire costs during the period of insurance is £100.</p> |
| Musical accessories | We will also insure you against damage occurring within the geographical limits during the period of insurance to musical accessories providing that payment has been made or liability admitted by us for damage to your insured equipment occurring at the same time. The most we will pay for musical accessories is £150 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 £50. |

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 **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** which has 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 the **insured equipment** has been **loaned** by **you** or the **player**;
 6. **damage** to **your insured equipment** while stored at any private residence which is rented, let or sublet by **you** or the **player** to another person, unless it involves entry to, or exit from the premises by forcible and violent means;
 7. **damage** to **your insured equipment** while stored at any property which has been left unoccupied for more than 60 consecutive days;
 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** while being worked on, maintained, repaired, inspected or cleaned;
 10. **damage** occurring during transit unless the **insured equipment** is packed securely in a protective case designed to be used with the **insured equipment** or is 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** by **you** or the **player**;
21. **damage** arising from **your** failure or the failure of the **player** to follow the maker's or manufacturer's guidelines and instructions for the proper care and use of **your insured equipment**;
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** 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**;
27. **damage** arising from customisation or upgrades made to **your insured equipment**;
28. any cost incurred in preparing or submitting a claim under this **policy**;
29. **damage** to any **insured equipment** that has been **loaned** by **you** or the **player** for a fee;

How much we will pay

We will pay up to the **amount insured** shown in the schedule unless limited below. The most **we** will pay for any one item is £1,500 and the most **we** will pay for all **insured equipment** is £2,000.

Cover for **additional instruments, alternative hire costs, musical accessories** and **travel** is subject to separate limits as shown in the respective **Additional cover** clauses under **What is covered**. These limits are in addition to the **amount insured** shown in the schedule.

Repair or payment

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

1. for **insured equipment** that can be economically repaired, the cost of the repairs;
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** immediately prior to the **damage**, the amount **we** pay will be reduced in the same proportion as the under insurance.

Your obligations

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| Proof of ownership | <p>We will not make any payment for any insured equipment under this policy unless you provide one of the following at our request:</p> <ol style="list-style-type: none">1. a purchase receipt; or2. a valuation less than five years old by a suitably qualified valuer; or3. other suitable evidence of ownership or legal responsibility. |
| If any damage occurs | <p>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.</p> <p>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.</p> <p>In the case of damaged insured equipment you must retain the damaged item for our inspection before we will make any payment.</p> |
| How to make a claim | <p>If you need to make a claim then you will need to complete a claim form. Please call Newmoon Insurance on 0845 072 8535 and a claim form will be either emailed or posted to you.</p> |