

## INTRODUCTION

Welcome to **Your** Musical Equipment and Instrument cover. Here **You** will find all the relevant information for the cover **You** have chosen. **We** are delighted to be **Your** provider of choice and detailed below **We've** outlined exactly how **We** can help look out for **You**. Don't hesitate to contact **Us** if there is any way **We** can help.

**This is a master policy wording showing all sections of cover available. Some sections may not be applicable to Your chosen insurance product. Please check Your policy schedule carefully (Your Policy Cover and Elective Benefits) to ensure You understand which sections apply to You.**

### What You should do

Please read the policy as soon as **You** receive it. If this is a renewal, **We** recommend **You** read the policy carefully as it may contain new benefits, terms and conditions. If **You** do not keep to the conditions, **Your** policy could become void or **We** may not accept liability for a claim.

It is up to **You** to make sure that the entire policy and policy schedule meet **Your** needs; **You** must tell **Us** immediately if this is not the case.

### Material Facts

**You** are obliged to inform **Us** of any event, fact or occurrence which may influence **Our** decision to enter into or renew this contract of insurance. If **You** are in any doubt whether a fact is material, **You** should disclose it.

## PARTICULAR POINTS ABOUT COVER

**We** provide insurance under the policy for events that occur anywhere within the United Kingdom, Channel Islands or Isle of Man during the **Policy Term**. **We**, as the insurer and **You**, as the insured, are entitled to choose the law applicable to this contract of insurance. **We** propose English law and in the absence of any agreement to the contrary, English law will apply.

**Your** Policy Schedule is important. It lists the cover **You** have chosen, it is proof of **Your** insurance and it may be needed if **You** have a claim. The policy depends on the warranties (promises), conditions and exclusions shown in it. **We** are liable only up to the limit of cover shown in **Your** Policy Schedule. **Your** intermediary will not be or become **Our** intermediary for giving notice about any claims or any other matter. If **You** ask, **We** may agree to change any part of the policy.

**We** will not be liable for any mistakes or omissions by an intermediary who has arranged the insurance on **Your** behalf.

**We** reserve the right, upon each renewal of **Your** policy, to make changes to the scope of **Your** insurance cover including, but not limited to, **Excess** and premium levels. **You** have to renew the policy and make each premium payment for cover to remain in force.

**We** may choose not to renew **Your** insurance for any valid reason including but not limited to **Your**

displaying an aggressive attitude towards **Our** employees, fraud or attempted fraud on **Your** part or anyone acting on **Your** behalf, **Your** failure to abide by any request from **Us** to take specified precautionary measures. **We** may, for business reasons, cease to underwrite the policy at any time.

## RENEWALS

These terms and conditions include a provision that **Your** insurance cover will automatically renew at the end of the insured term unless **You** specifically tell **Us** that **You** do not wish for **Your** insurance to renew.

By agreeing to these terms and conditions, **You** are also confirming that upon each renewal of **Your** policy, unless **You** tell **Us** otherwise, **You** want **Us** to make the following changes to the terms of **Your** insurance:

- (a) Such changes as **We** believe, in good faith:
- (i) are appropriate for the type of policy **You** hold with **Us**; and
  - (ii) will produce an overall benefit for **You**.

Those changes may include changes to the scope of the insurance cover (i.e. what is insured), the benefits which **Your** policy provides, and associated changes to the cost of insurance.

- (b) Such other changes which **We** believe, in good faith, **We** have a valid reason to make.

Those changes may include:

- (i) changes made to clarify the terms of the policy;
- (ii) changes which are necessary to reflect changes in applicable laws and regulations; and
- (iii) changes to the cost of the insurance cover to reflect changes in **Our** own costs and other economic considerations.

**We** do appreciate, however, that when the time comes **You** may not want **Us** to make those changes, and **We** explain below the protections **We** will put in place to ensure that **You** have an opportunity to consider those changes and to refuse them, should **You** wish to do so, before **Your** insurance is renewed.

**We** will always provide **You** with full written details of any changes which **We** intend to make to the terms of **Your** insurance cover at least 21 days before **Your** policy is due for renewal, which is when those changes would be due to take effect. **We** will not be entitled to make any changes unless **We** provide **You** with those details within that time-frame.

**You** will then have the right to tell **Us**, within 14 days of receiving those written details, that **You** do not wish **Your** policy to be changed in the manner notified to **You**. If **You** exercise that right, **We** will give **You** the opportunity to either:

- (a) renew **Your** policy without any changes;
- (b) renew **Your** policy subject to any alternative changes which **We** may offer to **You**; or
- (c) not renew **Your** policy at all.

**You** can also cancel **Your** policy at any time in any case; full details relating to **Your** cancellation rights are set out in the policy terms and conditions.

#### **Fraud prevention and the sharing of information**

If **We** are in possession of information which **We** believe to be untrue, misleading or potentially fraudulent, **We** will pass the information to the relevant legal / statutory bodies. **We** may also share information with other organisations in the prevention of fraudulent claims.

#### **How We Use Your Information**

Please be aware that telephone calls may be recorded for training and monitoring purposes. **Your** details are stored on **Our** computer system to administer **Your** policy but will not be kept longer than necessary. **You** have the right to request a copy of the personal data **We** hold about **You**; a small charge will apply. **We** can only discuss **Your** personal details with **You**. If **You** would like anyone else to act on **Your** behalf please let **Us** know. **We** may pass **Your** information to **Our** veterinary advisors, loss adjusters and/or suppliers for the purpose of administering **Your** claims or providing elected benefits.

Unless **You** advise otherwise, **We** may use **Your** details to support the development of **Our** business by including them in customer surveys and keeping **You** informed by email, post or telephone of **Our** products and offers. If **You** do not want this to happen please just let **Us** know.

### GEOGRAPHICAL LIMITS

This policy does not cover any damage, loss or liability arising outside of the United Kingdom, Channel Islands or Isle of Man except as where indicated.

### DEFINITIONS

**'Accidental(ly) Damage(d)'** sudden and unexpected damage that is not deliberate and caused by violent external means which makes the **Musical Equipment** or **Musical Instrument** unusable.

**'Cosmetic Damage'** non-structural damage that does not affect usage, including but not limited to dents, marks or scratches.

**'Depreciation'** the following **Depreciation** for wear and tear will be deducted:-

- 3 years from new - 10%
- 4 years from new - 20%
- 5 years from new - 30%
- 6 years from new - 35%
- 7 years from new - 40%
- 8 years from new - 45%
- 9+ years from new - 50%

The age of the **Musical Equipment** or **Musical Instrument** will be determined by the date of manufacture.

**'Equipment Case'** (a) a purpose designed hard case, where the interior has been specifically formed to fit the **Musical Equipment** or **Musical Instrument** contained therein or (b) a purpose designed proprietary padded case bought from a recognised supplier of **Musical Equipment** or **Musical Instruments**.

**'Excess'** the amount **You** must pay towards each and every claim; this amount is deducted from the maximum level of cover. If claims are made under more than one section of cover, an **Excess** will apply to each section of cover under which a claim is made.

**'Family'** husband, wife, civil partner, partner, parents, grandparents, brothers, sisters, children and grandchildren.

**'Forcible and Violent Entry'** entry to a property that clearly shows damage to the lock, building, room or vehicle, caused as a direct result of **Theft**.

**'Home Address'** where **You** normally live.

**'Immediate Family'** spouse or person living with **You**, children or parents.

**'Loss' 'Lost' 'Lose'** that the **Musical Equipment** or **Musical Instrument** has been accidentally left by **You** in a location and **You** are permanently deprived of its use.

**'Market Value'** the cost of replacement with one of similar type, age and condition as the **Item** was in immediately before the loss or damage. Where **We** are unable to estimate the **Market Value** **We** will use the nearest market equivalent for comparison.

**'Material Fact'** any event, fact or occurrence which would influence a decision, made by any party, as to whether or not to enter into a contract of insurance either at inception or policy review.

**'Musical Accessories'** bags, batons, brass mutes, covers, drum mats, drum pads, ear protection, footstools, grips and gloves, headphones, metronomes, pedals, picks, plectrums, reeds, seats, shoulder rests, stands straps, trolleys and tuners.

**'Musical Equipment'** (*single item limit £10,000*) amps, audio and professional audio equipment, DJ Equipment and PA Equipment, the **Equipment Case** and **Musical Accessories**. Laptops and desktop computers on condition they are primarily used in conjunction with the above equipment.

**'Musical Instrument'** (*single item limit £10,000*) brass, drums and percussion, guitar and bass, piano and keyboard, strings and woodwind, the **Equipment Case** and **Musical Accessories**.

#### **'Policy Term'**

*Yearly* - runs for 365 days from the commencement date and time shown on **Your** policy schedule; automatically renews annually.

*Lunar Monthly* - runs for and premiums are collected on equal periods of 28 days; automatically renews every 28 days.

*Calendar Monthly* - runs for and premiums are collected each calendar month; automatically renews every calendar month.

Automatic renewal is subject to receipt of premium. However, cover under the policy will lapse on the earliest of the following:-

- (a) **Your Musical Equipment** or **Musical Instrument** is damaged beyond economical repair or is **Stolen**;

- (b) the expiry of the current period of insurance (i) if **You** fail to renew **Your** policy or (ii) if **We** choose not to renew **Your** policy for whatever reason;
- (c) the date **You** fail to pay **Your** premium;
- (d) the date **You** cancel **Your** policy;
- (e) the date **We** cancel **Your** policy for whatever reason.

**'Proof of Purchase'** the original purchase receipt and any other documentation required to prove ownership.

**'Reasonable Precautions'** all measures that it would be deemed appropriate to expect a person to take in the circumstances to prevent loss, damage or **Theft** of the **Musical Equipment** or **Musical Instrument**.

**'Replacement Value'** the cost of replacing **Your Musical Equipment** or **Musical Instrument**, as new in the event **Your Musical Equipment** or **Musical Instrument** is **Stolen** or damaged beyond repair.

**'Security Requirements'** set out at Appendix 1 and 2 at the end of this wording.

**'Stolen'** **'Theft'** the unlawful taking of **Your Musical Equipment** or **Musical Instrument** against **You** will by another party, with the intention of permanently depriving **You** of it.

**'We'** **'Our'** **'Us'** The Insurance Emporium

**'You'** **'Your'** the person named in the Schedule.

## SECTION 1 - THEFT

### Cover

In the event **Your Musical Equipment** or **Musical Instrument** is **Stolen** and not found within 28 days of being reported to **Us**; settlement is assessed on the price paid less **Depreciation**, sum insured or **Market Value** whichever is less.

## SECTION 2 - LOSS OR ACCIDENTAL DAMAGE

### Cover

In the event **Your Musical Equipment** or **Musical Instrument** is **Lost** or **Accidentally Damaged**; settlement is assessed on the price paid less **Depreciation**, sum insured or **Market Value** whichever is less.

## SECTION 3 - NEW FOR OLD

### Cover

If, within the New for Old period stipulated in **Your** policy schedule, **Your Musical Equipment** or **Musical Instrument** is **Lost**, **Stolen** or **Accidentally Damaged**, **We** will pay **You** the cost of replacing **Your Musical Equipment** or **Musical Instrument** with one of the same make or model or, if this is not available, one of a similar make or model or equivalent value and specification.

**IMPORTANT NOTE** – it is **Your** responsibility to ensure the sum insured shown on **Your** policy schedule for **Your Musical Equipment** or **Musical Instrument** is enough to replace it as new. If the amount is insufficient at the time of any loss or damage New for Old cover will not apply and the maximum amount payable will be the **Market Value** up to the sum insured.

### Exclusions

1. New for Old if **Your Musical Equipment** or **Musical Instrument** sum insured as shown in **Your** policy schedule is less than the **Replacement Value** of **Musical Equipment** or **Musical Instrument**.

## SECTION 4 - UNATTENDED VEHICLE

### Cover

Cover provided in Sections 1, 2, 4 and 5 is extended to include unattended vehicles provided **You** have complied with **Our Security Requirements**.

## SECTION 5 - WORLDWIDE COVER

### Cover

Cover provided in Sections 1, 2, 3 and 4 is geographically extended to locations outside of the United Kingdom, Channel Islands and Isle of Man (up to time limit shown in **Your** policy schedule) provided **You** have complied with **Our Security Requirements**.

## CONDITIONS APPLYING TO SECTIONS 1 TO 5

1. **We** have the right to choose which action to take in the case of a claim and **We** may arrange to:
  - repair the damage
  - replace what was **Lost** or **Stolen** or damaged beyond economical repair
  - pay **You** cash for the amount of loss or damage
2. **We** may decide to appoint an independent assessor to consider **Your** claim.

## EXCLUSIONS APPLYING TO SECTIONS 1 TO 5

1. Any claim where the **Security Requirements** in **Appendix 1** have not been complied with.
2. **Theft** unless involving **Forcible and Violent Entry** and **You** have complied with the **Security Requirements**.
3. Any amount over £10,000 for any single item of **Musical Equipment** or a **Musical Instrument**.
4. Any form of **Cosmetic Damage**.
5. **Theft** when the **Musical Equipment** or **Musical Instrument** is loaned or hired out by **You** to any person other than a member of **Your Immediate Family**.
6. Unexplained **Theft**.
7. **Theft** unless (i) **You** have reported the **Theft** to the nearest police authority as quickly as possible, preferably within 24 hours of discovery (ii) **You** have obtained a police crime reference number and details of the police station the crime was reported to (iii) **You** did everything **You** reasonably could to recover the **Stolen** property.
8. **Theft** by a person or persons to whom the **Musical Equipment** or **Musical Instrument** was entrusted.
9. Loss or damage that is not at a known place or that cannot be identified as occurring within a definite 24-hour period.

10. Loss or damage resulting from **You** not following the manufacturer's instructions, abusing or neglecting the **Musical Equipment** or **Musical Instrument**.

11. The **Excess** as shown in **Your** policy schedule.

## SECTION 6 - REPLACEMENT HIRE

### Cover

Up to the amount shown in **Your** policy schedule; the hire of replacement **Musical Equipment** or a **Musical Instrument** of the same or similar specification whilst **Your Musical Equipment or Musical Instrument** is awaiting repair or replacement following its **Loss, Theft** or **Accidental Damage**.

### Conditions

1. You must obtain **Our** written permission before incurring any hire costs.

### Exclusions

- The hire of musical equipment or a musical instrument from any person that lives with **You**, any member of **Your Family**, **Your** agent or licensee, any person in the course of their employment or under a contract of service or apprenticeship with **You**, guest, employer or any person with whom **You** have a contractual or business relationship.
- Costs incurred where a claim for **Loss, Theft** or **Accidental Damage** under Sections 1 – 5 is declined.
- Costs not supported by a receipt/invoice showing full details of the costs incurred.
- The **Excess** as shown in **Your** policy schedule.

## SECTION 7 - DATA RECOVERY

### Cover

Where data relating solely to **Your Musical Equipment** or **Musical Instrument** is stored on a hard drive or removable media such as a CD Rom, DVD, memory card or flash drive is corrupted, **We** will pay up to the amount shown in **Your** policy schedule for the services of a professional data recovery specialist.

**You** can make 1 claim every 365 days.

### Exclusions

- Costs not supported by a receipt/invoice showing full details of the costs incurred.
- Corruption resulting from **You** not following the manufacturer's instructions, abusing or neglecting the hard drive or removable media.
- The **Excess** as shown in **Your** policy schedule.

## SECTION 8 - PUBLIC LIABILITY

### Cover

**We** insure **You** up to the amount shown in **Your** policy schedule in respect of:-

- amounts **You** become legally liable to pay and/or
- costs and expenses of defending litigation incurred with **Our** written consent

for claims made against **You** for death or bodily injury or loss or damage to property arising from one event

or all events of a series consequent on one original cause happening during the **Policy Term** and caused by or through **Your** ownership or use of **Your Musical Equipment** or **Musical Instrument**.

### Conditions

- You** must not admit responsibility, offer, promise, pay or agree to pay any claim or negotiate with any other persons following an incident.
- You** must inform **Us** immediately of any impending prosecution inquest or fatal inquiry or civil proceedings. **You** must send **Us** every piece of correspondence and document **You** receive without replying to it.
- You** must allow **Us** to:
  - take over and conduct in **Your** name the defence or settlement of any claim for **Our** own benefit;
  - take proceedings in **Our** name, at **Our** own expense and for **Our** own benefit, to recover compensation or secure an indemnity from any third party;

**You** shall give all information and assistance **We** require.
- For any claim or series of claims **We** may at any time pay **You** the amount of the limit of indemnity or any lower amount which the claim(s) can be settled for; thereafter
  - We** will have no further liability in the claim(s) except for the third party's costs and expenses incurred up to the date of payment; up to the limit of the indemnity specified in **Your** policy schedule.

### Exclusions

This policy shall not apply to liability in respect of:-

- Death or bodily injury to **You**, any person handling the **Musical Equipment** or **Musical Instrument** with **Your** permission or consent, any members of **Your** household, any member of **Your Family**, **Your** agent or licensee, any person in the course of their employment or under a contract of service or apprenticeship with **You**, guest, employer or any person with whom **You** have a contractual or business relationship.
- Loss or damage to any property owned, held in trust, in the charge of or under the control of **You**, any person handling the **Musical Equipment** or **Musical Instrument** with **Your** permission or consent, any members of **Your** household, any member of **Your Family**, **Your** agent or licensee, any person in the course of their employment or under a contract of service or apprenticeship with **You**, guest, employer or any person with whom **You** have a contractual or business relationship.
- Pollution or contamination of water, buildings or structures, land, or the atmosphere and death or bodily injury, loss or damage to property caused by such pollution or contamination other than caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time.

4. Any event which results from **Your** deliberate act or omission and which could reasonably have been expected by **You** having regards to the nature and circumstances of such act or omission.
5. Death or bodily injury, loss or damage to property as a result of any person handling the **Musical Equipment** or **Musical Instrument** without **Your** permission or consent.
6. Liability created by an agreement which would not have existed in the absence of that agreement.
7. Death of bodily injury, loss or damage to property as a result of animals.
8. Death or bodily injury, loss or damage to property as a result of **Your** ownership, use or occupation of land or buildings.
9. Death or bodily injury, loss or damage to property arising out of **Your** profession, trade or business.
10. The **Excess** as shown in **Your** policy schedule.

## SECTION 9 - PERSONAL ACCIDENT

**'Bodily Injury'** injury which is sustained by **You** during the period of insurance and is caused by an accident solely and independently of any other cause.

**'Dangerous Activities'** any dangerous activity (dangerous activities are activities entailing a foreseeable risk of death or bodily injury, loss or damage to property unless reasonable precautions are taken or activities for which a disclaimer signed by participant(s) is appropriate), activities including, but not limited to, ballooning, BASE jumping, bungee jumping, bobsleighting, bouncy castles or other inflatable Equipment, canoeing, caving, circus acts, deep sea diving, fairground rides, fireworks or other pyrotechnic devices or effects, flying (other than as a fare paying passenger on a scheduled flight), gliding, go-karts or motorsports of any kind, hang-gliding, high diving, hunting, ice hockey, it's a knockout competitions, jet skiing or jet biking, microlight, motorcycling as a rider or passenger, motor rallying, mountaineering, off-piste skiing, parachuting, paragliding, parascending, polo, pot-holing, professional sports, quad bikes, racing of any kind other than on foot, rock climbing, rodeo bulls, scuba diving, show jumping, skiing, ski racing, snowboarding, skating, sledding, solo sea sailing, stunt acts, tobogganing, trampolining or white water rafting.

**'Loss of Hearing'** complete and irrecoverable loss of hearing in both ears.

**'Loss of Limbs'** physical severance or complete irrecoverable loss of use of one or both hands at or above the elbow or of one or both feet at or above the knee.

**'Loss of Sight'** complete and irrecoverable loss of sight in one or both eyes.

**'Pre-Existing Condition'** an injury or illness which first showed clinical signs, happened or existed before the commencement date/time shown on **Your** policy

schedule or is the same as or has the same diagnosis as or is caused by, related to or results from an injury, illness or clinical signs displayed before the commencement date/time shown on **Your** policy schedule.

**'Total Permanent Disablement'** disablement lasting 365 days that prevents **You** from continuing in **Your** studies or from following any and every occupation.

### Cover

**We** will pay up to the amount shown in **Your** policy schedule where **You** sustain accidental **Bodily Injury** whilst using **Your Musical Equipment** or **Musical Instrument** and such an injury shall, within 12 months, be the sole cause of death, total and irrecoverable **Loss of Hearing, Loss of Sight** or **Loss of Limbs** or **Total Permanent Disablement**.

### Conditions

1. **We** will require a Doctor's Certificate or letter confirming the **Bodily Injury** from a practicing qualified medical practitioner in the UK; to be obtained at **Your** own expense.
2. A medical advisor may be appointed by **Us** shall be allowed as often as may be deemed necessary to examine **You**.

### Exclusions

1. Any claim in relation to death which is not supported by a death certificate.
2. Any claim arising as a result of a **Pre-Existing Condition**.
3. Any claim directly or indirectly consequent upon or contributed to by:
  - a. neurosis, psychoneurosis, psychopathic or mental diseases or disorders of any type.
  - b. AIDS or AIDS related complex however the syndrome has been acquired or may be named.
  - c. **Your** committing or attempting to commit suicide or intentional self-inflicted injury.
  - d. **Your** deliberate exposure to exceptional danger except in an attempt to save human life.
  - e. **Your** own criminal act.
  - f. **Your** being wholly or partly under the influence of alcohol.
  - g. **Your** being wholly or partly under the influence of drugs other than those taken in accordance with treatment prescribed and directed by a qualified registered medical practitioner, but not for the treatment of drug addiction.
  - h. pregnancy or childbirth.
  - i. participation in **Dangerous Activities**.
  - j. any naturally occurring condition or degenerative process or any gradual decline in physical health.
  - k. any form of operational duties as a member of the armed forces or Territorial Army.
4. The **Excess** as shown in **Your** policy schedule.

## ELECTIVE BENEFITS

## SECTION 10 – GADGETS AND MOBILE PHONES

**'Accessories'** any Item **You** may attach to a **Gadget** or **Mobile Phone** including but not limited to, carrying cases, chargers, data cables, protective cases, speakers and stands.

**'Cosmetic Damage'** non-structural damage that does not affect usage, including but not limited to dents, marks or scratches.

**'Gadget'** electronic Item which is or can be battery powered and is designed to be portable: eReaders, portable audio players, satnav and GPS devices, wearables (including smart watches and fitness trackers) and tablets.

**'Mobile Phone'** **Your** mobile or smartphone; its primary function being to make or receive calls and which uses a SIM card supplied in the UK (but not including the SIM).

**'Unattended'** not within **Your** sight at all times and out of **Your** arms-length reach.

**Cover – Gadgets**

If, **You Lose Your Gadget** or it is **Stolen**, or if it is **Accidentally Damaged** or damaged by coming into contact with liquid, **You** may claim for:

- the **Gadget**
- any **Accessories**

Settlement for the **Gadget** is assessed on the price paid less **Depreciation**, sum insured or **Market Value** whichever is less.

Settlement for **Accessories** is up to the amount shown in **Your** policy schedule.

**You** can make up to 2 claims every 365 days.

**Cover – Mobile Phones**

If, **You Lose Your Mobile Phone** or it is **Stolen**, or if it is **Accidentally Damaged** or damaged by coming into contact with liquid, **You** may claim for:

- the **Mobile Phone**
- any **Accessories**

Settlement for the **Mobile Phone** is assessed on the price paid less **Depreciation**, sum insured or **Market Value** whichever is less.

Settlement for **Accessories** is up to the amount shown in **Your** policy schedule.

**You** can make 1 claim every 365 days.

**Conditions**

1. **We** have the right to choose which action to take in the case of a claim and **We** may arrange to:
  - repair the damage
  - replace what was **Stolen, Lost** or damaged beyond economical repair
  - pay **You** cash for the amount of loss or damage

2. **We** may decide to appoint an independent assessor to consider **Your** claim.

**Exclusions**

1. Any claim where the **Security Requirements** in **Appendix 2** have not been complied with.
2. Any **Gadget** or **Mobile Phone** more than 3 years old when cover for it begins.
3. Any claim where the **Gadget** or **Mobile Phone** is **Unattended**.
4. Any claim where the **Mobile Phone** is attached to a selfie-stick.
5. Any claim where the **Gadget** or **Mobile Phone** has not been used.
6. Any **Gadget** or **Mobile Phone** not in full working order when **You** purchased it.
7. Any claim where **You** cannot provide **Proof of Purchase** which must include the date the product was purchased / date the contract started, be in **Your** name and have the serial / IMEI number of the product.
8. Any claim for **Gadgets** or **Mobile Phones** purchased from an online auction site without a receipt as new from a VAT registered company.
9. Any claim for a SIM.
10. Any form of **Cosmetic Damage**.
11. Any **Gadget** or **Mobile Phone** used for business, trade or professional purposes.
12. **Theft** when the **Gadget** or **Mobile Phone** is loaned or hired out by **You** to any person other than a member of **Your Immediate Family**.
13. **Theft** unless involving **Forcible and Violent Entry** and **You** have complied with the **Security Requirements**.
14. Unexplained **Theft**.
15. **Theft** unless (i) **You** have reported the **Theft** to the nearest police authority and **Your Network Provider** as quickly as possible, preferably within 24 hours of discovery (ii) **You** have obtained a police crime reference number and details of the police station the crime was reported to (iii) **You** did everything **You** reasonably could to recover the **Stolen** property.
16. **Theft** by a person or persons to whom the **Gadget** or **Mobile Phone** was entrusted.
17. Loss or damage that is not at a known place or that cannot be identified as occurring within a definite 24-hour period.
18. Loss or damage resulting from **You** not following the manufacturer's instructions, abusing or neglecting the **Gadget** or **Mobile Phone**.

The **Excess** as shown in **Your** policy schedule.

## SECTION 11 – SHEET MUSIC

'**Sheet Music**' a handwritten or printed representation of music.

### Cover

This extends cover in Sections 1 and 2 to include **Sheet Music**.

**You** can make up to 2 claims every 365 days.

## SECTION 12 – RECORD / CD COLLECTION

### Cover

This extends cover in Sections 1 and 2 to include **Your** record or CD collection.

**You** can make up to 2 claims every 365 days.

## SECTION 13 – NEW FOR OLD FOR LIFE

### Cover

Cover provided in Section 3 is extended for the useful life of **Your Musical Equipment** or **Musical Instrument** subject to the relevant premiums having been received by **Us**.

### Exclusions

1. Any amount shown in **Your** policy schedule for New for Old cover under Section 3.

## SECTION 14 – FAMILY MEMBER COVER

### Cover

Cover under Sections 1 to 5 includes any **Family** member.

### Exclusions

1. Any hired use.

## SECTION 15 – EXTENDED WORLDWIDE COVER

### Cover

Worldwide Cover provided in Section 5 is extended up to the amount shown in **Your** policy schedule.

### Exclusions

1. Any amount shown in **Your** policy schedule for Worldwide Cover under Section 5.

## SECTION 16 – EXTENDED PUBLIC LIABILITY

### Cover

Public Liability cover provided in Section 8 is extended up to the amount shown in **Your** policy schedule.

### Exclusions

1. Any amount shown in **Your** policy schedule for Public Liability cover under Section 8.

## SECTION 17 – PREMIUM WAIVER

**Bodily Injury**' injury which is sustained by **You** during the period of insurance and is caused by an accident solely and independently of any other cause.

'**Pre-Existing Condition**' an injury or illness which first showed clinical signs, happened or existed before the

commencement date/time shown on **Your** policy schedule or is the same as or has the same diagnosis as or is caused by, related to or results from an injury, illness or clinical signs displayed before the commencement date/time shown on **Your** policy schedule.

### Cover – hospitalisation

In the event **You** are hospitalised for more than 7 days where **You** sustain an accidental **Bodily Injury**, **We** will waive **Your** insurance policy premium up to the amount shown in **Your** policy schedule.

### Cover – accident

In the event **You** are unable to work for more than 7 days where **You** sustain an accidental **Bodily Injury** (but are not hospitalised), **We** will waive **Your** insurance policy premium up to the amount shown in **Your** policy schedule.

### Cover – death

In the event of **Your** death following an accidental **Bodily Injury**, **We** will waive **Your** insurance policy premium (payable by your estate) up to the amount shown in **Your** policy schedule.

### Cover – unemployment

In the event of **Your** becoming unemployed, **We** will waive **Your** insurance policy premium up to the amount shown in **Your** policy schedule.

### Conditions

1. Any claim for Premium Waiver must be received within 28 days of the above insured event.
2. **Your** insurance policy premium is waived in periods of 28 days; **You** must advise **Us** at the end of each 28 day period whether **You** need to continue to claim. In the event **We** do not receive this notification, **We** will assume Premium Waiver is no longer required and recommence collection of **Your** insurance policy premium.
3. **We** will require a Doctor's Certificate or letter confirming the accidental **Bodily Injury** from a practicing qualified medical practitioner in the UK; to be obtained at **Your** own expense.
4. A medical advisor may be appointed by **Us** shall be allowed as often as may be deemed necessary to examine **You**.

### Exclusions

1. If **You** are unable to work but receive your normal wages or salary.
2. Voluntary unemployment.
3. If **You** were on notice of the potential for unemployment prior to commencing this cover.
4. Any claim in relation to death which is not supported by a death certificate.
5. Any claim arising as a result of **Pre-Existing Condition**.

## SECTION 18 - LEGAL HELPLINE

**Our** Legal Department will provide telephone advice up to the amount shown in **Your** policy schedule concerning **Your Musical Equipment** or **Musical Instrument**.

If **You** would like telephone legal advice, please call **Our** Legal Department on 03300 244 040.

### Exclusions

1. Any commercial legal problems.
2. Consideration of any documentation or correspondence pertaining to **Your** dispute.
3. Undertaking litigation.

## CONDITIONS OF SETTLING CLAIMS

1. All losses must be substantiated by **Proof of Purchase**. **You** must provide valuations, reports, information etc. at **Your** own expense if **We** request them.
2. **You** must provide all such information, explanations, proof of ownership and other such evidence as **We** may reasonably require.
3. **You** must not dispose of any damaged **Musical Equipment** or **Musical Instrument** until **We** have had a chance to inspect them.
4. If any information is provided in a foreign language **You** will be responsible for any costs involved in translating the information provided.
5. If **Your** policy renews or is upgraded after the start of a claim but prior to settlement, **We** will assess the settlement amount on the cover level shown in **Your** policy schedule as applicable at the date of the incident. **You** cannot increase the level of cover applicable to **Your** policy after the occurrence of the incident.
6. In the event of claims settlement becoming due **We** will issue settlement by BACS transfer. Where bank account details have not been provided or this is not possible settlement will be despatched by cheque. Settlement will be issued to **You** unless otherwise requested. **You** can request an alternative payee by ticking the relevant box on the claim form **You** fill in and by providing the third party name.

## GENERAL CONDITIONS

1. **You** must take all **Reasonable Precautions** to prevent loss, damage or accidents and maintain any property covered under the policy in a sound condition.
2. Anyone claiming insurance under this policy must comply with its terms as far as they can apply.
3. **You** must co-operate fully and truthfully to give **Us** any information **We** may need.
4. Where **You** maliciously and / or recklessly fail to disclose a **Material Fact** at policy inception, review

or when making a claim **We** may (i) reject **Your** claim (ii) endorse **Your** policy (iii) void **Your** policy and/or (iv) retain **Your** premium.

5. **You** must observe and fulfil all the terms, conditions and endorsements of the policy otherwise **We** may not be liable under the policy.
6. **You** must notify **Us** as soon as possible of any change in circumstances relevant to this policy. Failure to do so may invalidate **Your** policy. **We** reserve the right to alter the terms of **Your** policy immediately after **We** are notified of such changes.
7. When **We** invite **You** to renew **Your** policy **We** may, at **Our** discretion alter premiums, cover, terms and conditions as **We** deem necessary for any reason including such factors as an **Item's** age.
8. If any loss, damage or liability is insured by any other policy (or would be insured if this policy did not exist) **We** will not be liable for the whole claim. **We** will only pay anything over the amount which should have been paid under that policy (or policies) if this insurance had not been taken out.
9. **We** are liable only if **We** have received the correct premium before the start of each **Policy Term** or within the credit period if **We** have allowed one to a broker or intermediary.
10. If **You** pay **Your** premiums by direct debit or credit/debit card and **You** default on any payment, **We** will add a charge of £3.99 to **Your** next payment.
11. **We** will deduct any amount due to **Us** from any claim settlement.
12. If any insured **Musical Equipment** or **Musical Instrument** consists of articles in a pair or set, the policy will not cover more than the value of any particular part or parts that are lost, destroyed, or damaged. **We** do not insure any special value that the article or articles may have as part of a pair or set, nor more than a proportionate part of the insured value of the pair or set.
13. If any dispute arises as to the amount to be paid under the policy, it may be referred to an arbiter to be appointed by the parties in accordance with the statutory provisions in force at the time. The provision for arbitration adds to **Your** legal rights and does not replace them.
14. This insurance will stop covering any item as soon as **You** sell it or part with any interest in it, whether temporarily or permanently.

## GENERAL EXCLUSIONS

This policy does not cover the following:

1. Any losses which are not expressly covered by the terms and conditions of this policy.
2. Any claim made, or any event causing the need for a claim to be made, that occurs before **Your** policy began.



3. Business use, hiring or lending out unless specifically endorsed in **Your** policy schedule.
4. **We** will not pay a claim that is in any way untrue or fraudulent, or arises from a malicious, wilful or criminal act by:
  - a. **You** or someone acting on **Your** behalf; or
  - b. someone caring for or in control of **Your Musical Equipment, Musical Instrument** or insured item; or
  - c. one of **Your Family**, relations, agents, employees, licensees, paying guest, someone living with **You** or any other person in a contractual relationship with **You**.
5. Any amount greater than the amount shown in **Your** policy schedule for **Your Musical Equipment, Musical Instrument** or insured item.
6. The cost of any repair or replacement which improves **Your Musical Equipment** or **Musical Instrument** beyond the condition they were in before they were **Accidentally Damaged** or **Stolen**.
7. Any reduction in the **Market Value** of **Your Musical Equipment** or **Musical Instrument** following any repair whether or not undertaken as a result of any claim under this policy.
8. Loss or damage because **You** or a member of **Your Family** are not the rightful owner.
9. Loss or damage caused by domestic pets.
10. Property more specifically insured elsewhere.
11. The cost of replacing any undamaged **Musical Equipment** or **Musical Instrument** or parts of **Musical Equipment** or **Musical Instrument** forming part of a set where the remaining **Musical Equipment** or **Musical Instrument** is still usable and the loss or damage occurs within a clearly identifiable area or to a specific part and replacements cannot be matched.
12. Deliberate loss or damage caused by **You** or any user of **Your Musical Equipment, Musical Instrument** or insured item.
13. **Depreciation**, deterioration, mechanical or electrical breakdown, breakages, manufacturing defects, wear and tear, damage or loss caused by moth, vermin, rot, mildew, water leakage of any cause, or any gradually operating process or deliberate damage by **You** or any user of **Your Musical Equipment, Musical Instrument** or insured item.
14. Faulty workmanship, defective design or the use of defective materials, repairing, restoring, renovating, cleaning or dyeing.
15. Loss or damage by fraud, trick, false pretences, use of stolen, forged or invalid cheques/drafts/bank notes and the like or someone pretending to be a buyer or an agent.
16. Any liability that arises only because of an agreement.

17. Any loss, injury, damage, illness, death or legal liability caused by or arising from the failure of any computer hardware or software or any other electrical Equipment.
18. Any legal liability or consequence associated with or caused by war, invasion, act of foreign enemy or hostilities (whether war was declared or not), civil war, rebellion, revolution or insurrection, riot, civil commotion, looting in connection with any of these, strikes or lock-outs, military power or coup.
19. Any legal liability or consequence associated with or caused by nuclear or radioactive escape, accident, explosion, waste or contamination.
20. Loss, destruction or damage directly occasioned by pressure waves caused by aircraft and other aerial devices.
21. Any loss, damage, liability, cost or expense of any kind directly or indirectly caused by, resulting from or in connection with any act of terrorism. For the purposes of this exclusions, 'terrorism' means the use, or threat of use, of biological, chemical and/or nuclear form or contamination by any person(s), whether acting alone or on behalf of or in connection with any organisations(s) or governments(s), committed for political, religious, ideological or similar purposes, including the intention to influence any government(s) or put any section of the public in fear.
22. **We** do not cover any loss, injury, damage, illness, death or legal liability, directly or indirectly, caused by, happening through, in consequence of or contributed to by:
  - a) Influenza or any derivation or variant thereof;
  - b) arising from any fear or threat (whether actual or perceived) of such Influenza;
  - c) any action taking in controlling, preventing, suppressing or in any way relating to any outbreak of such Influenza.
 If **We** allege that, by reason of this exclusion, any claim is not covered by this insurance the burden of proving the contrary shall be upon the policyholder.
23. Any claims as a result of any notifiable disease.

## MAKING A CLAIM

On discovering any event giving rise or likely to give rise to a claim under the policy, **You** must immediately notify and give full details to: The Insurance Emporium, Thorpe Underwood Hall, Ouseburn, York, North Yorkshire, YO26 9SS by completing and returning a claim form. It is **Your** responsibility to ensure that all the information submitted is correct.

**We** cannot make any decision regarding **Your** claim without a claim form. The quickest and easiest way to obtain a claim form is on **Our** website. Log on to [www.theinsuranceemporium.co.uk](http://www.theinsuranceemporium.co.uk) and **You** will be able to download a claim form from the Claims section. If **You** do not have access to the internet please contact **Us** either by email at [claims@emporium.co.uk](mailto:claims@emporium.co.uk) or by phone on 03300 244 006 and **We** will be able to send **You** a claim form through the post. If **You** need any assistance with any aspect of **Your** claim please either email or call **Us**.

Once **We** have received **Your** claim form **We** will send an acknowledgement of receipt. **We** will then only contact **You** again if **We** require any further information to process **Your** claim; **We** ask that **You** cooperate fully and truthfully to give **Us** any information **We** may need. Once the claim has been completed **We** will notify **You** of **Our** decision. If **You** have not had any contact from **Us** within 5 working days of sending the claim form please contact **Us** either by email at [claims@emporium.co.uk](mailto:claims@emporium.co.uk) or by phone on 03300 244 006.

If **You** wish to appeal against a decision made regarding **Your** claim (including the assessment or the outcome), please write to the Claims Manager. If **You** wish to submit a formal complaint, please refer to **Our** Complaint Handling Procedure.

### POLICY ALTERATION OR REINSTATEMENT & DUPLICATE DOCUMENTS

If **You** wish to make a change to **Your** policy after the first 14 days of policy inception or, if for any reason **We** reinstate **Your** policy, a £10 administration fee applies to any amendments made. Any increase or improvement in cover will be subject to a 14 day deferment period.

Should **You** request additional copies of **Your** policy documentation to be issued by post, there will be a £10 replacement documents charge in respect of this.

### CANCELLATION RIGHTS

**You** can cancel at any time.

If **You** cancel within the first 14 days of policy inception, and no claim has been made, **You** will receive a full refund of any premium paid.

If **You** have a monthly policy, cover will be cancelled with effect from the date **Your** next policy premium is due.

If **You** have an annual policy and have not made a claim, a return of premium will be issued in accordance with **Our** cancellation rates, as follows:

Time on risk	Percentage of premium returned
One month	80% less £10
Two months	70% less £10
Three months	60% less £10
Four months	50% less £10
Five months	40% less £10
Six months	30% less £10
Seven months	25% less £10
Eight months	20% less £10
Over nine months	Nil

If **You** have made a claim, **You** will not be entitled to any refund.

**We** may cancel this insurance at any time, for valid reason, in which case, **We** will return the premiums paid, in accordance with the above table. Valid reasons include, but are not limited to **Your** displaying an

aggressive attitude towards **Our** employees, fraud or attempted fraud on **Your** part or anyone acting on **Your** behalf, **Your** failure to abide by any request from **Us** to take specified precautionary measures. **Our** liability then ceases immediately but without affecting **Your** or **Our** rights under the policy up to the cancellation date. Notice will be treated as sufficiently given if sent to either of the email or postal addresses **You** provided to **Us**. Following the cancellation charge, no refund will be made of any amount equal to or less than £25.

Should **You** wish to alter **Your** policy or cancel it please contact **Our** office. This can be done in writing at the address noted below, by phone on 03300 244 005, fax 03300 242 971 or email [hello@emporium.co.uk](mailto:hello@emporium.co.uk).

For alterations and cancellation at renewal please write to the address noted below, telephone 03300 244 005, fax 03300 242 971 or email [hello@emporium.co.uk](mailto:hello@emporium.co.uk). If **You** have not received an acknowledgement from **Us** within 14 days of sending details, **You** must post the details by recorded delivery.

If **You** wish to appeal against any decision regarding the administration of **Your** policy (new business, mid-term or renewal), please write to the Customer Contact Manager. If **You** wish to submit a formal complaint, please refer to **Our** Complaint Handling Procedure.

### PREMIUM AND EXCESS REVIEW

- The premium and **Excess** for this policy is reviewed at least once a year.
- When reviewing **Your** premium and **Excess We** will consider any future impact to one or more of the following:
  - Changes due to new information arising from **Our** own experience suggesting that **Our** future claims experience is likely to be better or worse than previously assumed. This information includes changes to the number and types of claims **We** expect to pay or changes to the average expected amount paid per claim.
  - Changes due to new information arising from external sources such as general industry population or reinsurer experience suggesting that **Our** future claims experience is likely to be better or worse than previously assumed.
  - Changes to **Your** circumstances such as any change to **Your** address.
  - Changes due to legislative, tax or regulatory requirements such as:
    - expenses related to providing the insurance
    - policy lapse rates which means the average time policies are held
    - interest rates
    - tax rates
    - the cost of any legal or regulatory requirements
- As a result of the premium and **Excess** review, **Your** premium and/or **Excess** may go up, stay the same

or go down and there is no limit to the amount of any change.

4. If **We** change **Your** premium and/or **Excess** and **You** do not wish to continue **Your** cover, **You** should contact **Us** to cancel.

## COMPLAINT HANDLING PROCEDURE

If **You** are unhappy with any aspect of **Our** service and wish to make a formal complaint, please put **Your** complaint in writing and address **Your** complaint to the Chief Executive Officer. **We** will issue a response within 8 weeks from the date **We** receive **Your** complaint.

All correspondence should be addressed to The Insurance Emporium, Thorpe Underwood Hall, Ouseburn, York YO26 9SS.

If **You** do not receive satisfaction through **Our** internal complaint handling procedure, **You** may refer **Your** complaint to the Financial Ombudsman Service within 6 months of the date of the Chief Executive Officer's response:

- address: Exchange Tower, London, E14 9SR
- tel: 0800 023 4 567 or 0300 123 9 123
- email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)
- website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

**The Insurance Emporium**  
**Thorpe Underwood Hall**  
**Ouseburn**  
**York**  
**YO26 9SS**  
**t: 03300 244 005**  
**f: 03300 242 971**  
**e: [hello@emporium.co.uk](mailto:hello@emporium.co.uk)**  
**[www.theinsuranceemporium.co.uk](http://www.theinsuranceemporium.co.uk)**

## APPENDIX 1 - SECURITY REQUIREMENTS FOR MUSICAL EQUIPMENT OR MUSICAL INSTRUMENT

**You** must adhere to the following **Security Requirements** otherwise **Your** insurance may be invalid and **We** may reject a claim:

### HOUSE / APARTMENT / MUSICAL VENUE

- brick, concrete or stone private house of standard construction with a slate, tiled or multi-layered roof
- a self-contained apartment within the above
- brick, concrete or stone building of standard construction with a slate, tiled or multi-layered roof within which music is played

#### Up to £19,999 (total sum insured)

The **Musical Equipment** or **Musical Instrument** must be kept inside with security devices in operation.

#### £20,000 + (total sum insured)

The **Musical Equipment** or **Musical Instrument** must be kept inside with security devices in operation PLUS a National Security Inspectorate (NSI) approved and maintained alarm.

#### £30,000 + (total sum insured)

The **Musical Equipment** or **Musical Instrument** must be kept inside with security devices in operation PLUS a National Security Inspectorate (NSI) approved and maintained alarm which must be connected to a Police station and an Alarm Receiving Central station (ARC)

### UNATTENDED VEHICLE

1. All doors, windows and other openings of the vehicle are left closed, securely locked and fastened; AND
2. Any security devices installed in the vehicle are in operation; AND
3. The **Musical Equipment** or **Musical Instrument** must be stored out of sight; AND
4. Vehicle must have (i) valid motor insurance (ii) valid MOT where applicable (iii) current Vehicle Excise Duty where applicable and (iv) all windows and locks capable of rendering the vehicle secure.

#### AND: SINGLE ITEM INSURED £3,000 + / TOTAL SUM INSURED £10,000+

5. Vehicle must be fitted with a Thatcham category 1 alarm / immobiliser OR category 2 immobiliser OR category 3 steering lock. If any category 1 or 2 device is not factory fitted, it must have been installed by an approved installer and evidence of this must be provided in the event of a claim,

## APPENDIX 2 - SECURITY REQUIREMENTS FOR GADGETS AND MOBILE PHONES

**You** must adhere to the following **Security Requirements** otherwise **Your** insurance may be invalid and **We** may reject a claim:

### HOUSE / APARTMENT / MUSICAL VENUE

- brick, concrete or stone private house of standard construction with a slate, tiled or multi-layered roof
- a self-contained apartment within the above
- brick, concrete or stone building of standard construction with a slate, tiled or multi-layered roof within which music is played

The **Gadget** or **Mobile Phone** must be kept inside with security devices in operation.

### UNATTENDED VEHICLE BETWEEN 6AM AND 9PM

1. All doors, windows and other openings of the vehicle are left closed, securely locked and fastened; AND
2. Any security devices installed in the vehicle are in operation; AND
3. The **Gadget** or **Mobile Phone** must be stored out of sight AND
4. Vehicle must have (i) valid motor insurance (ii) valid MOT where applicable (iii) current Vehicle Excise Duty where applicable and (iv) all windows and locks capable of rendering the vehicle secure.

### UNATTENDED VEHICLE BETWEEN 9PM AND 6AM

1. All doors, windows and other openings of the vehicle are left closed, securely locked and fastened; AND
2. Any security devices installed in the vehicle are in operation; AND
3. The **Gadget** or **Mobile Phone** must be stored out of sight AND
4. Vehicle must be fitted with a Thatcham category 1 alarm / immobiliser OR category 2 immobiliser OR category 3 steering lock. If any category 1 or 2 device is not factory fitted, it must have been installed by an approved installer and evidence of this must be provided in the event of a claim; AND
5. Vehicle must have (i) valid motor insurance (ii) valid MOT where applicable (iii) current Vehicle Excise Duty where applicable and (iv) all windows and locks capable of rendering the vehicle secure.