



## **POLICY DOCUMENT**



## Welcome to Guardcover

### Thank you for insuring with us.

We have designed the musicGuard policy to provide cover for musicians, music teachers, DJs, producers, sound engineers, entertainers and composers, who play, teach or work at home, school or at venues and studios in the UK and Worldwide.

Please take time to read your policy documents in full to make sure you understand the cover provided.

In return for the payment of your premium we will provide the insurance cover detailed in your policy schedule and this policy document, subject to the terms and conditions, and exclusions shown in this document for all claims occurring during the period of insurance.

Your policy is valid for the period of insurance as shown on your policy schedule.

Please refer to the policy documents provided to you when the policy was purchased or amended, for details of the type and level of cover your policy provides.

## Contact Us

If you would like to talk to us about your policy, please call us on **0333 004 3888**.

## How to make a claim

If you need to make a claim, please download a claim form from your online account and if you have any enquiries, please call us on **0333 004 3888**.

You can also refer to the claims section for further details.

## Your Cancellation Rights

You have the right to cancel this policy within 14 days of the date you purchased the policy or when you received the policy documents, if this is later. You do not need to provide a reason for cancellation, and we will provide a full refund of any premium paid, unless you have made a claim or there has been an incident likely to result in a claim.

If you wish to cancel the policy after 14 days we will provide a refund, less a proportionate charge for any cover already provided and the cancellation fee of £10, unless a claim has been made or there has been an incident likely to result in a claim.

Where a claim has occurred or there has been an incident likely to result in a claim no refund of premium will be provided.

**Important:** If you pay for your policy by monthly instalments you must pay the remainder of your monthly instalments or pay the remainder of the annual premium in full.

Thank you for choosing musicGuard.

We hope you are pleased with your cover and the service that we provide.

## The Guardcover Team



<b>Welcome to Guardcover</b>	<b>2</b>
Contact Us	2
How to make a claim	2
Your Cancellation Rights	2
<b>Definitions</b>	<b>4</b>
<b>Important Information</b>	<b>6</b>
Requirements: At Your Insured Location	6
Requirements: Temporary Performance Storage	6
Requirements: Away from Your Insured Location	6
Requirements: In-Vehicle Cover	6
Public Liability Only Cover	6
Details of Your Excess	6
<b>Section 1 - Your Cover</b>	<b>7</b>
Insured Items Cover	7
Replacement Equipment Hire	8
Loss of Earnings	9
Public Liability	9
Personal Accident	10
<b>Section 2 - Optional Covers</b>	<b>12</b>
Global Travel	12
Public Liability – extended cover option or Public Liability Only	13
Mechanical Breakdown	15
<b>General Exclusions applicable to Your Cover</b>	<b>16</b>
<b>General Conditions applicable to Your Cover</b>	<b>18</b>
<b>Watford Insurance Company Europe Limited Information Notice</b>	<b>21</b>
<b>How to make a claim</b>	<b>22</b>
Claims for Insured Items	22
Public Liability Claims	22
All Claims	22
<b>What to do if You have a complaint</b>	<b>23</b>
Policy Sales	23
Policy Claims	23
Financial Ombudsman Service	23
<b>Information about Your Insurance Providers</b>	<b>24</b>
<b>How to Contact Us</b>	<b>24</b>
<b>Financial Services Compensation Scheme</b>	<b>24</b>
<b>Law Applicable to this Contract</b>	<b>24</b>



Here are the explanations of the key words **we** have used within **your** documentation. The key words are printed in bold type throughout this document and the meanings of these words are set out below.

<b>Agreed Value</b>	- an agreed amount, that reflects the replacement value without any adjustment for depreciation or appreciation; for rare, collectable or vintage items only.
<b>Bodily Injury</b>	- identifiable injury to <b>your</b> physical body.
<b>Collection</b>	- means more than 5 items of the same type which are made up of CD's, vinyl records, tapes, mini disks, DVD's or karaoke tapes.
<b>Computer Virus</b>	- a set of corrupting, harmful, or otherwise, unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.
<b>Electronic Data</b>	- facts, concepts and information stored to form useable data for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware.
<b>Diminution of Value</b>	- means the difference in <b>value/market value</b> following a repair for accidental damage.
<b>Endorsement</b>	- any additional terms and conditions specified on <b>your</b> Insurance Schedule.
<b>Equipment Case</b>	- a purpose designed, instrument or equipment case.
<b>Excess</b>	- the first amount of each valid claim which <b>you</b> must pay.
<b>Insured Item(s)</b>	- all property included within <b>your sum insured</b> consisting of <b>your property insured, technological equipment and technological accessories</b> .
<b>Insured Location</b>	<p>- where the <b>insured items</b> are usually kept and at the address stated in <b>your</b> Insurance Schedule. This must be a building of standard brick or stone construction and either <b>your</b> main place of residence or <b>your</b> music business premises or studio as described below:</p> <ol style="list-style-type: none"> <li>Private house, <b>your</b> music business premises or studio - the main structures within the immediate private property boundaries;</li> <li>Flat, apartment, or shared house – the self-contained room(s) in which <b>you</b> live;</li> <li>Halls of Residence – the self-contained, lockable private room(s) in which <b>you</b> live.</li> <li>Temporary cover for items kept at a place of entertainment, where you are performing.</li> </ol> <p><b>We</b> also include holiday properties – any secure holiday home, caravan/motorhome, guesthouse room or hotel room being used by <b>you</b> as a temporary travel residence.</p>
<b>Market Value</b>	- The <b>value</b> of the <b>insured item</b> being claimed for considering its age, type, and general condition immediately before the damage occurred.
<b>Mechanical Breakdown</b>	- a mechanical, constructional, electronic or electrical fault and/or derangement, or a defect in operation to electrical <b>property insured</b> which stops the <b>property insured</b> fulfilling its intended purpose.
<b>Period of Insurance</b>	- the period, from the start date of <b>your</b> policy, as detailed on <b>your</b> Insurance Schedule.
<b>Policy Partner(s)</b>	- means fellow musicians, teachers, engineers, entertainers, and DJs who assist <b>you</b> in your music related activity and who <b>you</b> have included under the Public Liability Extension section of this Policy Wording, and who must be a resident of and domiciled in the <b>United Kingdom</b> .
<b>Principal</b>	- any public authority, government body, company, firm, organisation or person for whom <b>you</b> are undertaking a contract.
<b>Property Insured</b>	- music related equipment belonging to <b>you</b> or for which <b>you</b> are responsible.



<b>Sum Insured</b>	<ul style="list-style-type: none"><li>the amount set out on <b>your</b> Insurance Schedule representing the <b>value</b> or <b>agreed value</b> of the <b>insured items</b> covered by <b>your</b> policy.</li></ul>
<b>Technological Equipment</b>	<ul style="list-style-type: none"><li>means desktop computing systems, printers, scanners, portable laptop computers, notebooks, e-Readers and tablets used in conjunction with <b>your</b> music activity.</li></ul>
<b>Technological Accessories</b>	<ul style="list-style-type: none"><li>means adaptors, cards, cases, data, headphones, storage devices, input devices, networking accessories, docking stations, security devices and webcams used with <b>your technological equipment</b>.</li></ul>
<b>Territorial Limits</b>	<ul style="list-style-type: none"><li>anywhere in the <b>United Kingdom</b> and up to 30 days worldwide, in total, during <b>your period of insurance</b>.</li></ul>
<b>Theft</b>	<ul style="list-style-type: none"><li>the unlawful taking of <b>insured item(s)</b> by way of either:<ul style="list-style-type: none"><li>a) Unauthorised access to a vehicle, <b>insured location</b> or storage location; or</li><li>b) Forceable and/or violent means, entry or exit.</li></ul></li></ul>
<b>Unattended</b>	<ul style="list-style-type: none"><li>if the <b>insured item</b> is either not:<ul style="list-style-type: none"><li>a) being held or used by <b>you</b>;</li><li>b) where <b>you</b> or an adult who is responsible for its safe keeping, are in a position to prevent interference with the <b>insured item</b>;</li><li>c) at the <b>insured location</b>;</li><li>d) in a locked room or locked cupboard; or</li><li>e) secured out of sight, in a vehicle with the specified security requirements in place.</li></ul></li></ul>
<b>United Kingdom</b>	<ul style="list-style-type: none"><li>England, Scotland, Wales, Northern Ireland and Isle of Man.</li></ul>
<b>Unoccupied</b>	<ul style="list-style-type: none"><li>an <b>insured location</b>, other than a temporary travel residence, that has not been lived in for more than 30 consecutive days.</li></ul>
<b>Value</b>	<ul style="list-style-type: none"><li>the usual new, undiscounted replacement cost (including VAT) from a reputable retailer.</li></ul>
<b>We/Us/Our</b>	<ul style="list-style-type: none"><li>Thistle Insurance Services Limited (on behalf of the PIB Group Limited), as the administrator, and UK General Insurance Limited (on behalf of Watford Insurance Company Europe Limited), as the Underwriter.</li></ul>
<b>You/Your</b>	<ul style="list-style-type: none"><li>the person named on your Insurance Schedule who lives in the <b>United Kingdom</b> on a permanent basis as a domiciled <b>United Kingdom</b> resident.</li></ul>

## Important Information

Please remember that each area of cover is subject to the terms and conditions detailed throughout this Policy Wording and on **your** Insurance Schedule, including any **endorsements**.

Cover only applies if **you** are a permanent, domiciled resident of the **United Kingdom**.

**We** do not cover mobile or smart phones.

The maximum individual or aggregate **value of insured items** is shown on **your** Insurance Schedule.

## Requirements: At Your Insured Location

For cover to apply, please be aware that **your** items must be kept within the main structures of **your insured location**.

## Requirements: Temporary Performance Storage

**We** will provide up to 72 hours temporary storage cover for **insured items** that are kept at a place of entertainment, where **you** are performing. The **insured items** must have been handed to the manager or proprietor for safekeeping and kept in a securely locked room.

## Requirements: Away from Your Insured Location

When **you** are away from **your insured location**, cover will not apply if the **insured item** has been left **unattended**.

## Requirements: In-Vehicle Cover

**Theft** or attempted **theft** from a vehicle will only be covered if **your insured item** is stored out of sight, in an enclosed storage compartment, boot or luggage space. All vehicle doors and windows must be closed and securely locked and all vehicle security systems activated.

Accidental damage that occurs in a vehicle is only covered if the **insured item** is in a purpose-designed **equipment case**.

Accidental damage that occurs whilst in transit with a transport provider is only covered if the **insured item** is in a rigid-bodied, purpose-designed **equipment case**.

In-vehicle cover does not apply when the vehicle is at **your insured location**. All **insured items** need to be removed and stored within **your insured location**.

## Public Liability Only Cover

If **you** have purchased cover for Public Liability only, please see the Public Liability details of cover in 'Section 2 – Optional Covers' of this Policy Wording.

## Details of Your Excess

All claims are subject to the following **excess** unless otherwise stated on **your** Insurance Schedule:

Claim type	Excess payable
Cover for Insured Items	£75
Mechanical Breakdown for Insured Items	£75
Public Liability Property claims	£500
Public Liability Injury claims	Nil



This section details the covers automatically included within **your** policy.

### Insured Items Cover

#### What is covered

**Your insured items** are covered for loss or damage caused by **theft**, attempted **theft**, accidental damage, malicious damage, vandalism, storm damage, flood and fire.

This policy will only cover **insured items** that are **your** own property or for which **you** are legally responsible. **We** will cover **you** within the **territorial limits**, and during the **period of insurance**.

**Your** cover includes cover for **your** music **collection**, where damage to the **collection** is as a direct result of theft, fire, flood or storm. **We** will, at **our** discretion, cover all or part of any loss.

Claims in respect of **your insured items** are settled on the following basis:

- New for old on **insured items** included within **your sum insured** at their new, replacement **value**;
- **Market value**, if **you** are unable to demonstrate the **insured items** original **value**;
- **Agreed value**, a sum that is evidenced by a valuation from a competent reputable source and dated within 12 months of the commencement date of **your period of insurance**, and thereafter every three years.

**We** will, at **our** option either replace the **insured item**, pay the cost of replacing the **insured item** or repair an **insured item** to its prior level of functionality.

If the item cannot be repaired, or the costs of repair exceed 80% of the costs of replacement, then **we** will replace the damaged part or **insured item** with a similar new article of like kind, functionality and quality. **We** may use specialist suppliers for repair or replacement chosen by **us**.

In the event of an approved claim to an **insured item** for **theft** or attempted **theft** from **your** vehicle, **we** will pay up to £300 for any damage caused to **your** vehicle at the time of the claim incident.

In the event of an approved claim to an **insured item** for **theft** or attempted **theft** from **your insured location**, **we** will pay up to £200 for any damage caused to the door or window locks of **your insured location** at the time of the incident.

**Diminution of value** - in the event of accidental damage to a specific instrument, **we** will at **our** option either replace the item, pay the cost of replacing the item or repair the item. If **we** choose to repair, **we** will pay **you** the difference between the **market value** before the repair, and the **market value** after the repair. The difference will be determined by a written assessment from a dealer approved by **us**. If the **insured item** is a **value** defined as a collectable, rare or vintage item, **we** will pay the difference between the valuation before the repair and a valuation following repair as determined by a written valuation from a dealer approved by **us**.

#### What is not covered

- The **excess**.
- Any claim where the normal security protections of the vehicle, **insured location** or storage location were not fully operative and in force.
- Mobile phones or smart phones.
- Any claim where evidence of ownership of the **insured item** has not been provided.
- Any claim from a vehicle which is at the **insured location**.
- Any claim when the **insured item** is kept, temporarily, at a place of entertainment, where **you** are performing, and it has not been handed to a manager or proprietor for safekeeping in a securely locked room.



- Any claim when the **insured item** is kept, temporarily, at a place of entertainment, where **you** are performing for a period in excess of 72 hours.
- Any costs associated with providing supporting claims information, including damage assessments.
- Any claim where **you** have not complied with the requirements, above, in the 'Important Information' section.
- **Theft** by a person to whom the **insured item** has been entrusted.
- **Theft** of an **insured item** that was under the responsibility of a transport provider.
- **Theft** from an **unoccupied insured location**.
- Any loss or damage caused through deliberate acts by **you**, **your** family or persons known to **you**.
- Accidental damage to an **insured item** sustained in transit unless the **insured item** is handed to a recognised transport provider, securely packaged in a rigid-bodied **equipment case**, and a receipt obtained.
- Failure to use or maintain the **insured item** in accordance with the manufacturer's instructions.
- Any claim outside of the **territorial limits**.
- Mechanical, electronic or electrical breakdown and/or derangement unless fire ensues immediately.
- Wear and tear, gradually operating causes, wet or dry rot, atmospheric or climatic conditions, frost, insect and vermin, marring, scratching, denting or any cosmetic change which does not impair the function and performance, corrosion, rust, change in temperature, dampness, dryness, shrinkage, evaporation, contamination, change in colour or finish, dust, chemical action or reaction.
- Any consumable items such as strings, leads, cables, reeds, drum skins, valves, speaker cones, bulbs, fuses and disks.
- Any software not purchased from new and/or any software where a backup disk or code is available.
- Faulty or defective design, materials or workmanship or latent defect and defects in operation.
- The matching of any parts of a set or **collection**.
- Accidental damage to any **collection** or part of a **collection**.
- Any **insured item** that is lost.
- Any liability more than the **sum insured**.
- **Diminution of value** for items other than musical instruments.
- Any loss or damage where **you** are entitled to cover under any other policy.

## Replacement Equipment Hire

### What is covered

Within the **United Kingdom** only, **we** will pay for the reasonable cost of the hire of alternative musical instrument or equipment for **you**, from a recognised reputable music retailer, whilst awaiting repair or replacement of **your insured item**, when the subject of an approved claim.

### What is not covered

- When the costs of hire have not been agreed with **us**.
- Hire costs that exceed either, the **value** of the **insured items**, the repair costs or £2,000 during any one **period of insurance**.
- Hire costs prior to **our** approval of the claim.



- Hire costs where evidence of expenditure cannot be provided.
- Hire costs for anyone other than **you**.
- Any equipment hires outside of the **United Kingdom**.

## Loss of Earnings

### What is covered

Within the **territorial limits** and **period of insurance**, **we** will pay for the loss of up to £800 or 75% of **your** pre-accident earnings (whichever is the lesser) per 7 day period, from the date of the accident, where the loss is a direct result of any accident that causes a **bodily injury** which entirely prevents **you** from attending to **your** usual music related profession, events or lessons.

The maximum period that **we** shall pay for is 42 days from the date of the accident.

### What is not covered

- The **excess**.
- Any loss of earnings that relate to **your** usual occupation which is not music related.
- Any loss of earnings resulting from any pre-existing illness or injury at the time of the accident.
- Any accident not resulting in a **bodily injury** that also prevents **you** from attending to **your** music related profession, business or occupation.
- Any wilful exposure to risk (other than in an attempt to save human life).
- Any accident outside of the **territorial limits** shown on **your** Insurance Schedule.
- Any self-inflicted injury.
- Cosmetic or plastic surgery unless necessitated by an accident occurring during the **period of insurance**.
- If **you** are aged under 16 or over 65 at the time of the accident.
- Any **bodily injury** not identified by a qualified doctor or medical practitioner and confirmed with a suitable medical certificate clearly detailing the **bodily injury** and identifying **you** as the person to whom the illness or injury relates to.
- All claims arising out of unreasonable failure to seek or follow medical advice.
- If the injury arises from sickness, disease or disorder of any kind.
- Any loss of earnings relating to any musical events or lessons where **you** are unable to prove that a booking was made with **you** prior to the date of the accident.

## Public Liability

Cover under this section of Public Liability is only valid if **you** have **insured items** included within **your** policy and shown on **your** Insurance Schedule.

If **you** have chosen 'Public Liability Only' cover, please refer to the Public Liability cover in 'Section 2 – Optional Covers'.

### What is covered

Within the **territorial limits**, **we** will pay up to £1 million to indemnify **you** against legal liability for accidental **bodily injury** or death to any person; or accidental damage to third party property which arises from **your** use of or ownership of



musical, entertainment, sound or lighting related equipment.

The total amount payable includes reasonable legal defence costs and expenses incurred by **you** and agreed with **our** written consent.

Indemnity to **principal**: **we** will indemnify any **principal** in respect of legal liability of such **principal** arising out of work carried out by **you** under a contract or agreement providing **we** retain sole conduct and control of any claim and:

- an indemnity would have been provided under this policy had the claim been made against **you**;
- the **principal** complies with and is subject to the terms and conditions of this policy in so far as they can apply.

### What is not covered

- If **you** are under 16 at the time of the incident.
- The **excess**.
- Any legal liability incurred in North America.
- Any legal liability arising out of the ownership, possession or use of drones/UAVs, motorised vehicles, waterborne craft, airborne craft, animals, or firearms and weapons.
- Any legal liability arising out of or in connection with **your** trade, profession or business, or assumed under contract, other than that which is involved in music related activity.
- If legal liability arises from loss or damage to property which belongs to **you/your** family or is in **your** care, custody or control.
- If **you** are entitled to indemnity from another source.
- When punitive, exemplary or aggravated damages are awarded against **you**.
- Any legal liability where the other party involved is **your** employee or a member of **your** family or household.
- Any legal liability not involving the use of musical, entertainment, sound or lighting related equipment and/or outside of the **territorial limits** shown on **your** Insurance Schedule.

## Personal Accident

### What is covered

Within the **territorial limits**, **we** will pay the amount shown below if at any time whilst **you** are using musical, entertainment, sound or lighting related equipment, and are involved in an accident which shall, solely and independently of any other reason, cause a **bodily injury** as detailed below. **We** will pay for one amount in any one **period of insurance**.

**Permanent total disablement** – **You** suffer total and permanent disablement and are subsequently unable to engage in or attend to any profession, business or occupation whatsoever. The benefits shall not be payable until such disablement has continued for a period of 12 calendar months and is confirmed as permanent by a qualified medical practitioner.

**Loss of use of limbs** – **You** suffer total and irrecoverable loss of use of one hand or foot.

Injury	Maximum amount payable
Loss of use of limbs	£5,000
Loss of sight	£5,000
Permanent total disablement	£10,000
Death	£10,000

All benefits will be payable to **you**, **your** family or **your** nominees.



### What is not covered

- If **you** are under 16 at the time of the incident.
- If the **bodily injury** is directly or indirectly caused by a drone/UAV.
- Permanent total disablement benefit if over the age of 65 at the time of the incident.
- Suicide, attempted suicide, intentional self-injury, deliberate exposure to exceptional danger (except to save human life), insanity, **your** own criminal act, when under the influence of drugs or alcohol; and when directly or indirectly resulting from stress, trauma or psychiatric illness.
- Any amount when death, injury or loss does not occur within 180 days of the accident.
- Any amount when it cannot be proven to us that the permanent total disablement has continued for 12 months from the date of the accident and will continue for the remainder of **your** life.
- More than one amount under this section.
- Any accident not involving the use of musical, entertainment, sound or lighting related equipment and/or outside of the **territorial limits** shown on **your** Insurance Schedule.



### Optional Covers

The covers in this section only apply if the required additional premium has been paid and the cover is shown on **your** Insurance Schedule. These Optional Covers can extend the Section 1 'Insured Items Cover' & 'Public Liability Cover', and the exclusions detailed under 'What is not covered' will still apply unless shown in the Optional Cover sections below.

### Global Travel

This section only applies if the required additional premium has been paid and the cover is shown on **your** Insurance Schedule.

#### What is covered

For the following cover sections in this Policy Wording, the **territorial limits** are extended to anywhere in the world:

- Insured Items Cover
- The following Optional Covers, if shown on **your** Insurance Schedule:
  - Public Liability (excluding North America) & Personal Accident
  - **Mechanical Breakdown**

In the event of an approved claim in respect of an **insured item** damaged during transit abroad, with a transit provider, **we** will pay up to £300 for any damage caused to a purpose-designed **equipment case** that the **insured item** was being transported in at the time of the claim incident. The damage must have been caused whilst in transit with **your** transit provider.

In the event of an approved claim in respect of an **insured item** (where the claim incident occurred outside of the **United Kingdom**), **we** will pay for equipment hire costs incurred by **you** when hiring the same type of **insured item** that has been claimed for. Equipment must be hired from a recognised, reputable music retailer abroad; and the maximum payable is £250 during any one **period of insurance**.

#### What is not covered

- Costs of equipment hire abroad exceeding £250 during any one **period of insurance** or costs that are more than the **insured item value** or repair costs.
- Where evidence of equipment hire expenditure cannot be provided.
- "Replacement Equipment Hire" cover is not extended beyond the **United Kingdom**.



### Public Liability – extended cover option or Public Liability Only

This section only applies if the required additional premium has been paid and the cover is shown on **your** Insurance Schedule, or if **you** have purchased 'Public Liability Only' cover.

#### Public Liability

##### What is covered

Within the **territorial limits**, **we** will pay up to £5million to indemnify **you** and any **policy partners** named on **your** Insurance Schedule against legal liability for accidental **bodily injury**; death to any person; or accidental damage to third party property, which arises from **your** or any **policy partners** use of or ownership of musical, entertainment, sound or lighting related equipment.

The total amount payable includes reasonable legal defence costs and expenses incurred by **you** and any **policy partners** and agreed with **our** written consent.

Indemnity to **principal**: **we** will indemnify any **principal** in respect of legal liability of such **principal** arising out of work carried out by **you** under a contract or agreement providing **we** retain sole conduct and control of any claim and:

- a) an indemnity would have been provided under this policy had the claim been made against **you**;
- b) the **principal** complies with and is subject to the terms and conditions of this policy in so far as they can apply.

##### What is not covered

- When **you** or any **policy partner** are under 16 at the time of the incident.
- The **excess**.
- Any legal liability in North America.
- Any legal liability arising out of the ownership, possession or use of drones/UAVs, motorised vehicles, waterborne craft, airborne craft, animals, or firearms and weapons.
- Any legal liability arising out of or in connection with **your** trade, profession or business, or assumed under contract, other than that which is involved in music related activity.
- If legal liability arises from loss or damage to property which belongs to **you/your** family, any **policy partner** or is in **your** or any **policy partners** care, custody or control.
- If **you** or any **policy partner** are entitled to indemnity from another source.
- When punitive, exemplary or aggravated damages are awarded against **you** or any **policy partner**.
- Any legal liability where the other party involved is **your** employee, **policy partner** or a member of **your** family or household.
- Any legal liability not involving the use of musical, entertainment, sound or lighting related equipment and and/or outside of the **territorial limits** shown on **your** Insurance Schedule.



### Personal Accident

This cover is included as part of **your** Public Liability cover.

#### What is covered

Within the **territorial limits**, **we** will pay the amount shown below if at any time whilst **you** are using musical, entertainment, sound or lighting related equipment and are involved in an accident which shall, solely and independently of any other reason, cause a **bodily injury** as detailed below. **We** will pay for one amount in any one **period of insurance**.

**Permanent total disablement** – **You** suffer total and permanent disablement and are subsequently unable to engage in or attend to any profession, business or occupation whatsoever. The benefits shall not be payable until such disablement has continued for a period of 12 calendar months and is confirmed as permanent by a qualified medical practitioner.

**Loss of use of limbs** – **You** suffer total and irrecoverable loss of use of one hand or foot.

Injury	Maximum amount payable
Loss of use of limbs	£5,000
Loss of sight	£5,000
Permanent total disablement	£10,000
Death	£10,000

All benefits will be payable to **you**, **your** family or **your** nominees.

#### What is not covered

- If **you** are under 16 at the time of the incident.
- If the **bodily injury** is directly or indirectly caused by a drone/UAV.
- Permanent total disablement benefit if over the age of 65 at the time of the incident.
- Suicide, attempted suicide, intentional self-injury, deliberate exposure to exceptional danger (except to save human life), insanity, **your** own criminal act, when under the influence of drugs or alcohol; and when directly or indirectly resulting from stress, trauma or psychiatric illness.
- Any amount when death, injury or loss does not occur within 180 days of the accident.
- Any amount when it cannot be proven to **us** that the permanent total disablement has continued for 12 months from the date of the accident and will continue for the remainder of **your** life.
- More than one amount under this section.
- Any accident not involving the use of musical, entertainment, sound or lighting related equipment and/or outside of the **territorial limits** shown on **your** Insurance Schedule.



### Mechanical Breakdown

This section only applies if the required additional premium has been paid and the cover is shown on **your** Insurance Schedule.

#### What is covered

**Mechanical breakdown** to electrical items, and all guitars and basses, that **you** have included within **your property insured**, up to 5 years from the date of purchase, and which **you** have owned from new. Where the **property insured** is economical to repair but the parts required are obsolete, **we** will pay a cash settlement equivalent to the cost of the repair of the **property insured**.

#### What is not covered

- The **excess**.
- Failure to use or maintain the **property insured** in accordance with the manufacturer's instructions.
- Drones/UAVs.
- **Technological equipment** and **technological accessories**.
- Mobile phones and smart phones.
- Any **property insured** that is the subject of an existing warranty.
- The use of faulty computer software (other than firmware), accessories, computer tapes, floppy disks and computer viruses and non-proprietary expansion cards.
- Faulty workmanship, or latent defect.
- Damage to non-moving parts such as cabinet trim and fittings.
- Damage caused by foreign objects or substances not normally associated with the **property insured**.
- Any routine maintenance, cleaning, blockage, removal, tuning, realignment, modification or installation.
- **Property insured** purchased second hand from any source.
- Failure of leads, cables, batteries, bulbs, fuses, disks and memory cards.
- Corrosion, rust, change in temperature, dampness, dryness, shrinkage, evaporation, contamination, change in colour or finish, dust, chemical action or reaction, atmospheric or climatic conditions, frost, insect and vermin.
- Reinstatement of **electronic data**.
- **Property insured** which is purchased outside of the **United Kingdom**, unless the same equipment is sold, or has been previously sold within the **United Kingdom**.



We will not provide any cover for:

## War

Any direct or indirect consequence of war, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority.

## Terrorism

Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.

## Radiation

Any direct or indirect consequence of:

Irradiation, or contamination by nuclear material; or

The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or

Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.

## Electronic Data

Any consequence, howsoever caused, including but not limited to **computer virus** or **electronic data** being lost, destroyed, distorted, altered, or otherwise corrupted.

For the purposes of this policy, **electronic data** shall mean facts, concepts and information stored to form usable data for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware.

For the purposes of this policy, **computer virus** shall mean a set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.

## Infectious or contagious disease

Notwithstanding any other provision herein, this insurance does not cover any actual or alleged loss, damage, liability, injury, sickness, cost or expense, regardless of any other cause contributing concurrently or in any sequence, in any way caused by or resulting directly or indirectly:

- (a) Infectious or contagious disease;
- (b) any fear or threat of (a) above; or
- (c) any action taken to minimise or prevent the impact of (a) above.

Infectious or contagious disease means any disease capable of being transmitted from an infected person, animal or species to another person, animal or species by any means.

## UK Residency

Notwithstanding any other provision herein, this insurance does not cover anyone that is not a resident of the **United Kingdom** and has not been living permanently in the **United Kingdom** six months prior to the purchase of this policy.



## Prior Loss/Damage

Notwithstanding any other provision herein, this insurance does not cover any loss or damage which occurred prior to the commencement of this insurance.

## Intentional Actions

This policy does not provide cover for claims, contributed to or caused by;

1. **You** engaging in any illegal or criminal act.
2. **You** being under the influence of drugs, solvents or alcohol, or the injection or ingestion of any substance except those prescribed by a registered medical doctor.
3. Suicide, attempted suicide or deliberate injury to **you** or putting yourself in unnecessary danger (unless trying to save human life).

## Pressure Waves

This policy does not provide cover for claims, contributed to or caused by pressure waves from aircraft or other aerial devices travelling at supersonic speeds.

## Riot, Civil Commotion or Strikes

This policy does not provide cover for claims, contributed to or caused by riot, civil commotion or strikes.



## Amendments

Mid-term amendments to **your** policy, excluding changes to personal details, are subject to payment of any additional cost of cover and an administration fee. Optional covers that **you** might have chosen can only be added or removed at new business inception or renewal and not during the policy term.

## Automatic Reinstatement of Cover

In the event of a claim resulting in a total loss and subsequent replacement or cash payment, **we** will automatically reinstate cover on **your** replacement **insured item** upon confirmation from **you** of the new property to be insured, without change to the Insurance Schedule renewal date. If the **value** of **your** replacement **insured item** is higher than the **sum insured**, **you** will be asked to pay the proportionate additional premium. Following a claim, **we** reserve the right to decline cover under the terms and conditions of this policy or apply special terms.

## Cancellation

**You** have the right to cancel this policy within 14 days of the date **you** purchased the policy or when **you** received the policy documents, if this is later. **You** do not need to provide a reason for cancellation, and **we** will provide a full refund of any premium paid, unless **you** have made a claim or there has been an incident likely to result in a claim.

If **you** wish to cancel the policy after 14 days, **we** will provide a refund, less a proportionate charge for any cover already provided and the £10 cancellation fee, unless a claim has been made or there has been an incident likely to result in a claim.

Where a claim has occurred or there has been an incident likely to result in a claim no refund of premium will be provided. If **you** pay for **your** policy by monthly instalments **you** must pay the remainder of **your** monthly instalments or pay the remainder of the annual premium in full.

**We** may at any time cancel any insurance policy by giving 14 days notice in writing, where there is a valid reason for doing so. A cancellation letter will be sent to **you** at **your** last known address. Valid reasons may include but are not limited to:

- a) non-payment of premium
- b) threatening and abusive behaviour
- c) failure to provide documents
- d) non-compliance with policy terms and conditions
- e) a change in **your** circumstances that means **we** can no longer provide cover
- f) where **we** identify **your** involvement in, or association with, insurance fraud or financial crime
- g) where **you** have misrepresented or provided false information to the questions asked when **you** purchased, renewed or amended **your** policy.

If **we** cancel your **policy**, **we** will provide a refund of **your** premiums less a charge for the cover already provided, unless the reason for cancellation relates to fraud, which is detailed on page 19.

## Renewal of Your Policy

**We** reserve the right not to invite the renewal of **your** policy. In this event **we** will notify you in writing to let **you** know.



## Policy Limits

All sections of the policy have limits to the amount that **we** will pay under that section. Sometimes there are limits within the section for specific items. Full details are contained within this policy document and on **your** policy schedule.

## Policy Excess

**You** will have to pay any excess shown on **your** policy schedule. **We** will only deduct one excess for each claim. If **we** have asked a supplier to deal with all or part of **your** claim, **we** may ask them to collect the excess from **you**.

## Your responsibility

**You** must take reasonable care to provide accurate and complete answers to all the questions **you** are asked when **you** take out, make changes to, or renew this policy.

**You** must notify **your** administrator as soon as possible if any of the information in **your** policy documents is incorrect or if **you** wish to make a change to **your** policy.

If **you** do not provide accurate and complete answers to the questions **you** are asked, or **you** fail to notify **your** administrator of any incorrect information or changes **you** wish to make, **your** policy may not operate in the event of a claim, **we** may charge **you** an additional premium, **we** may not pay any claim in full or **your** policy could be invalid.

### Changes that may affect your cover

**You** must tell **us** as soon as possible about any changes to the information **you** provided when **you** purchased or renewed this policy, for example:

- Change of **insured location**
- Change of equipment

This is not an exhaustive list and any changes **you** tell **us** about may affect **your** cover or result in a change to **your** premium. If **you** are unsure whether a change may affect **your** cover, please contact **your** administrator.

## Data Sharing

Under the terms of the Memorandum of Understanding in respect of information sharing between the Police Service and the Insurance industry, **we** will ask for **your** consent that personal data can be shared with the relevant Police Constabulary to assist in the validation of **your** claim. Failure to give **your** consent may prejudice **your** claim.

## Entitlement to Policy Benefits

The benefits detailed in this policy are only payable to the named policyholder and any claim may only be presented by the named policyholder or **your** family in the event of **your** death.

## Fraud

If **you** or anyone acting for **you** makes a false or fraudulent claim, which includes but is not limited to;

- making a statement to **us** or anyone acting on **our** behalf, knowing the statement to be false;
- sending **us** or anyone acting on **our** behalf a document, knowing the document to be forged or false;
- making a claim for any loss or damage **you** caused deliberately or
- acting dishonestly or exaggerating a claim



**We;**

- a) are not liable to pay the claim; and
- b) may recover from **you** any sums paid by **us** to **you** in respect of the claim; and
- c) may by notice to **you** treat the contract as having been terminated with effect from the time of the fraudulent act.

If **we** exercise **our** right under (c) above, **we** shall not be liable to **you** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **our** liability under the insurance contract, such as the occurrence of a loss, the making of a claim, or the notification of a potential claim.

**We** will not return any of the premiums paid.

This information may also be shared with the police and other insurers for fraud prevention purposes.

## Other Insurance

If there is any other insurance policy covering the same loss, damage or liability **we** will not pay more than **our** rateable share.

## Reasonable Care

**You** must take care to prevent any accidental damage, malicious damage or **theft** and keep **your insured item(s)** in accordance with the security requirements and maintain them in a good state of repair and condition. **You** must take care to comply with all statutory obligations and regulations imposed by any statutory, regulatory, or government authority.

## Subrogation

If a third party is believed to be responsible for any claim, **we** may take over, defend or settle the claim, or take up any claim in **your** name for **our** own benefit. This is known as exercising **our** right of subrogation. **You** must give **us** all the help and information **we** reasonably require for the purpose of exercising this right. **You** will take no action or make any agreements that may weaken or remove **our** rights under this clause without **our** prior written permission. **We** will pay any costs or expenses involved in exercising **our** right of subrogation.

## Under-insurance

If the insured **value** **you** have chosen is less than the full replacement **value** of **your insured items**, **we** will reduce any payment in line with the insured **value** shortfall.

For example, if **your insured value** was 75% of what it would have been if the insured **value** was equal to the replacement cost of **your insured item**, **we** will pay no more than 75% of **your** claim.

This does not apply to rare, vintage or antique instruments, which are of particular value due to their age, style or collectability, provided that you supply a valuation:

- a) that is less than 12 months old from the start of **your** first policy and then updated every three years; and
- b) has been provided by a reputable instrument retailer or other suitably qualified valuer; and
- c) values **your** instrument at the insured value **you** have chosen.



Personal Data provided in connection with this policy will be used and processed in line with the Information Notice. A copy of this is available at <https://www.watfordre.com/privacy-policy/>

**We** are UK General Insurance Limited, **our** data controller registration number, issued by the Information Commissioner's Officer, is **Z7739575**.

This information is relevant to anyone who uses **our** services, including policyholders, prospective policyholders, and any other individuals insured under a policy.

**We** are dedicated to being transparent about what **we** do with the information that **we** collect about **you** and **we** process **your** personal data in accordance with the relevant data protection legislation.

## Why do we process your data?

The provision of **your** personal data is necessary for **us** to administer **your** insurance policy and meet **our** contractual requirements under the policy. **You** do not have to provide **us** with **your** personal data, but **we** may not be able to proceed appropriately or handle any claims if **you** decide not to do so.

## What information do we collect about you?

Where **you** have purchased an insurance policy through one of **our** agents, **you** will be aware of the information that **you** gave to them when taking out the insurance. The agent will pass **your** information to **us** so that **we** can administer **your** insurance policy and fulfil **our** contract of insurance.

For specific types of insurance policies, for example when offering **you** a travel insurance policy, **we** may process some special categories of **your** personal data, such as information about **your** health.

**We** collect this data as **we** are required to use this information as part of **your** insurance quotation or insurance policy with **us**. **We** may also process the data where it is necessary for a legal obligation, or as part of the establishment or defence of a legal claim.

**We** also process special categories of **your** personal data as it is in the substantial public interest and it is necessary: i) for administering **your** insurance policy; or ii) to prevent and detect an unlawful act (e.g. fraud).

## Privacy Notice

**You** can get more information about this by viewing **our** full Privacy Notice online at <http://ukgeneral.com/privacy-notice> or request a copy by emailing us at [dataprotection@ukgeneral.co.uk](mailto:dataprotection@ukgeneral.co.uk). Alternatively, **you** can write to **us** at: Data Protection, UK General Insurance Limited, Brookfield Court, Selby Road, Leeds, LS25 1NB.



## Claims for Insured Items

You can download **your** claim form from **your** online account. The Claims Department can be contacted on **0333 004 3888** should **you** have any further queries or are unable to download a claim form.

UK General Insurance Limited is an agent of Watford Insurance Company Europe Limited and in the matters of a claim act on behalf of the insurer. Claims in respect of **your insured items** are settled on the following basis:

- New for old on **insured items** included within **your sum insured** at their new, replacement **value**.
- **Market value**, if **you** are unable to demonstrate the **insured items** original **value**.

On the happening of any event which may give rise to a claim:

- **You** shall give notice, as soon as **you** become aware, to:
  - the police in respect of any **theft**, vandalism or malicious damage and
  - **us** via submission of a claim form, available from **your** online account & emailed to **claims@Guardcover.co.uk**
- In order to progress **your** claim as quickly as possible, **we** will need **you** to supply, at **your** own expense, full details of the claim in writing together with any supporting information (including damage assessments, local authority, medical and police reports), evidence of ownership and proofs which **we** may reasonably require.
- **We** will not pay for any additional claims costs resulting from the supply of **insured items** from outside the **United Kingdom**, when items are unavailable in the **United Kingdom** or delivery is required to addresses outside the **United Kingdom**.
- **We** have the right, without thereby incurring any liability and without diminishing **your** right to rely on any condition of **your** insurance, to take and keep possession of any part or all the **insured items** and to deal with salvage in a reasonable manner; but **you** shall not abandon any **insured item** to **us**.
- **We** do not share any responsibility for recovering any third party claims costs or expenses.

## Public Liability Claims

In respect of Public Liability claims, **you** must send **us** any claim, writ or summons as soon as **you** receive it. Do not negotiate, pay or settle, admit or deny any claim without **our** written permission. **You** must also notify **us** in writing of any impending prosecution inquest or fatal accident enquiry.

## All Claims

**You** shall give such information and assistance as **we** may reasonably require, substantiating any claim and where requested, providing proof of **your** identity prior to settlement of any claim.

Information required may include, but is not limited to, supporting information, including damage assessments, local authority, medical and police reports, evidence of ownership and proofs which **we** may reasonably require.

**Important if you are paying monthly:** If **you** pay **your** premium by monthly instalments and a claim is made or is pending, **you** must continue to pay the instalments until the premium is paid in full.

Any claim where the damage to the **insured item** deems it to be beyond economical to repair, and the insurer replaces the **insured item**, the damaged **insured item** becomes the property of the insurer.



It is **our** intention to give **you** the best possible service however if **you** do have any cause for complaint about this insurance or the handling of any claim **you** should follow the complaints procedure below:

## Policy Sales

If **your** complaint is about the sale of **your** policy, please email: [complaints@Guardcover.co.uk](mailto:complaints@Guardcover.co.uk)  
call: **0333 004 3888**

or write to:

**musicGuard, Thistle Insurance Services Limited, Southgate House, Southgate Street, Gloucester, GL1 1UB**

## Policy Claims

If **your** complaint is about a claim, please email: [claims@Guardcover.co.uk](mailto:claims@Guardcover.co.uk)  
call: **0333 004 3888**

or write to:

**Claims Department, Thistle Insurance Services Limited, Southgate House, Southgate Street, Gloucester, GL1 1UB**

**In all correspondence please state that your insurance is underwritten by UK General Insurance and quote your unique policy number from your policy schedule.**

Following **our** complaints procedure does not affect **your** legal rights as a consumer. For further information **you** can contact the Citizens Advice Bureau or Trading Standards.

## Financial Ombudsman Service

If **we** have not completed **our** investigations into **your** complaint within 8 weeks of receiving **your** complaint or if **you** are not happy with **our** Final Response, **you** may ask the Financial Ombudsman Service (FOS) to look at **your** complaint. If **you** decide to contact them, **you** should do so within 6 months of receiving **our** Final Response Letter.

For more information regarding the scope of the Financial Ombudsman Service please refer to [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

**The Financial Ombudsman Service,  
Exchange Tower, London E14 9SR  
Tel: 0800 023 4567**

Get in touch online: <https://www.financial-ombudsman.org.uk/contact-us/complain-online>



## The Administrator

musicGuard is a trading style of Thistle Insurance Services Limited.

Thistle Insurance Services Limited is authorised and regulated by the Financial Conduct Authority. FRN 310419. Registered in England No. 00338645.

Registered office: Rossington's Business Park, West Carr Road, Retford, Nottinghamshire, DN22 7SW

Thistle Insurance Services Limited is part of the PIB Group.

## The Underwriter

This insurance is underwritten by UK General Insurance Limited on behalf of Watford Insurance Company Europe Limited. Watford Insurance Company Europe Limited is a Gibraltar based insurance company with its registered office at; PO Box 1338, First Floor, Grand Ocean Plaza, Ocean Village, Gibraltar.

UK General Insurance Limited is authorised and regulated by the Financial Conduct Authority. Firm Reference No. 310101. **You** can check **our** details on the Financial Services Register <https://register.fca.org.uk/>

Watford Insurance Company Europe Limited is authorised and regulated by the Gibraltar Financial Services Commission under incorporation number 112869. This can be checked by visiting the Gibraltar FSC website at <https://www.fsc.gi/>

As an insurance company authorised in Gibraltar, Watford Insurance Company Europe Limited is permitted under the Financial Services and Markets Act 2000 (Gibraltar) Order 2001 to conduct business in the United Kingdom under FCA reference 714197. **You** can check this by visiting the Financial Services Register on the FCA website at <https://register.fca.org.uk>

Details about the extent of its regulation by the Financial Conduct Authority are available on request.

## How to Contact Us

For Sales and Administration call: **0333 004 3888**

For Claims call: **0333 004 3888**

Email: [support@Guardcover.co.uk](mailto:support@Guardcover.co.uk)

Website: [www.musicGuard.co.uk](http://www.musicGuard.co.uk)

Our address:

musicGuard, Thistle Insurance Services Limited, Southgate House, Southgate Street, Gloucester, GL1 1UB

## Financial Services Compensation Scheme

If Watford Insurance Company Europe Limited cannot meet their obligations, **you** may be entitled to compensation from the Financial Services Compensation Scheme (FSCS). **You** can get more information about compensation scheme arrangements from the FSCS or visit [www.fscs.org.uk](http://www.fscs.org.uk)

## Law Applicable to this Contract

This policy is governed by English law.

## This document can be made available in other formats on request.

musicGuard is a trading style of Thistle Insurance Services Limited. Thistle Insurance Services Limited is authorised and regulated by the Financial Conduct Authority. FRN 310419. Registered in England No. 00338645. Registered office: Rossington's Business Park, West Carr Road, Retford, Nottinghamshire, DN22 7SW. Thistle Insurance Services Limited is part of the PIB Group.