



LARK MUSIC

INSURANCE

Part of **HOWDEN**

*Musical
Instrument
Wording*

Guide to sections

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Musical instrument insurance

This policy wording, along with the **Schedule**, and any **endorsement** attached form **your** contract of insurance.

This insurance has been specifically designed to give cover for musical instruments and accessories. It is intended to be clear in language and layout but it is important that **you** understand the extent of cover provided by **us** and **your** own obligations in order to receive the full benefit of this insurance.

Please read this policy wording, together with any **endorsements** and **your Schedule**, very carefully. If it is incorrect, return it immediately for alteration.

If **you** have any questions or concerns about **your** contract of insurance or the handling of a claim **you** should, in the first instance, contact Lark Music whose contact details are shown in the **Schedule**.

If **you** are unable to resolve any questions or concerns with Lark Music please refer to the complaints procedure shown in **your Schedule**.

The written authority under the agreement numbers(s) stated on **your Schedule** allows Lark Music to issue this certificate on **our** behalf.

COOLING OFF PERIOD

You have a 14 day cooling off period from the inception date shown on **your Schedule**, or the date on which you receive **your** insurance documents whichever is the later. If **you** wish to cancel within the cooling off period, providing **you** have made no claims **we** will return **your** premium in full.



Definitions

Amount Insured	The maximum we will pay as shown on your Schedule .
Computer Virus(es)	A corrupting instruction from an unauthorised source that propagates itself via a computer system or network.
Endorsements	Any variation or addition to the terms of this insurance agreed by us in writing.
Excess	The first amount of a claim which you must pay as shown on your Schedule .
Period of Insurance	The length of time for which this policy is in force as shown on your Schedule .
Schedule	The document showing your name, your address, the item(s) insured, the amount insured , and the period of insurance .
Terrorism	An act, including using or threatening to use force or violence, which: i. is committed by a person or group of people, whether acting alone or in connection with an organisation or government; and ii. is for political, religious, ideological or similar reasons. This includes trying to influence a government or to frighten the public or any section of the public
We/Us/Our	The insurer(s) as shown on your Schedule .
You/Your	The person named as the policy holder on your Schedule .



What is covered

In return for payment of the premium shown on **your Schedule**, **we** agree to insure the instrument(s) and accessories specified on **your Schedule** against physical loss or physical damage occurring during the **period of insurance** while anywhere in the world, subject to the terms, conditions and exclusions contained in this policy wording.

We also agree to insure instrument(s) and accessories that **you** do not own, but that **you** are legally liable for, for up to 60 days and up to GBP50,000 (or currency equivalent) sum insured.

HOW MUCH WE WILL PAY

We will at **our** option, where it is economical to do so, repair, replace or pay for the lost or damaged insured item(s), limited to the amount specified on **your Schedule** for each item lost or damaged.

In the event of total physical loss or total physical damage of any item beyond reasonable repair, **we** will pay the full value of that insured item as specified on **your schedule**.

In the event of partial loss of or damage to any insured item, **we** will pay the cost and expense of restoration plus any resulting depreciation but not exceeding the full value of that insured item as specified on **your Schedule**.

In no event will we be liable for more than the **amount insured**.

In addition to the above, **we** will also pay the reasonable and necessary additional costs associated with the settlement of **your** claim, such as travel expenses, subject to **our** prior written agreement. **We** will only pay these costs if **we** deem them to be essential in settling **your** claim.



What is not covered

This insurance does not cover:

- A. Any **excess** and/or voluntary **excess** as stated on **your Schedule**.
- B. Breakage of strings, reeds or drumheads while the instrument is being played.
- C. Loss of or damage to any insured instrument whilst in or on any motor vehicle which is left unattended unless shown as included on **your Schedule**.
- D. Loss, destruction, or damage to, any property whatsoever, or any loss or expenses whatsoever resulting or arising directly or indirectly from:
 - i. **computer virus** or hoax of a **computer virus**;
 - ii. erasure, loss, damage or corruption of electronic data (for example files or images) wherever it is stored;
 - iii. the deliberate or accidental use of any application, software or program or hoax of such use;
 - iv. the inability to use any application, software or program.
- E. Damage from electrical or mechanical faults in, or breakdown of, the insured item(s)
- F. Loss or damage caused by corrosion, rust, dampness, dryness, dust, evaporation, shrinkage, change in colour or finish, chemical action or reaction, moth, vermin, woodworm, wear and tear or any gradually operating cause
- G. Damage or deterioration of any insured item caused by cleaning, dyeing, renovation or whilst being worked upon
- H. Loss, destruction, or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising directly or indirectly from:
 - i. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - ii. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear component
 - iii. nuclear reaction, nuclear radiation or radioactive contamination.
- I. Loss or damage as a consequence of earthquake.
- J. Any loss or damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation or nationalisation or requisition or deliberate destruction to property by or under the order of any government or public or local authority.
- K. Damage to internal mechanisms including but not limited to valves and transistors unless caused by a single identifiable external event.
- L. Loss or damage caused by aridity, humidity, exposure to light or extreme temperature unless such loss or damage is caused by storm or fire.
- M. Loss, destruction, or damage to, any property whatsoever, or any loss or expenses whatsoever resulting or arising directly or indirectly by biological or chemical contamination arising from:
 - i. **terrorism**
 - ii. steps taken to prevent, suppress, control or reduce the consequences of any actual, attempted, threatened, suspected or perceived act of **terrorism**
- N. Loss or damage to insured item(s) whilst in the course of transit by air or postal or similar transit unless the insured item(s) is securely packed in a suitable protective hard case or container, or has been packed by a professional transit or removal company.
- O. Loss or damage to insured item(s) as a result of inherent defects, manufacturing faults or misuse.
- P. Loss or damage arising out of deliberate acts by **you** or by anyone acting on **your** behalf.
- Q. Loss or damage that is not directly associated with the incident that caused **you** to claim, unless expressly stated in this insurance.
- R. Theft by any person or persons to whom the insured item is entrusted.



General policy conditions

INFORMATION

In deciding to accept this insurance and in setting the terms and premium, **we** have relied on the information **you** have given us. **You** must take care when answering any questions **we** ask by ensuring that all information provided is accurate and complete. **You** must tell **us**, as soon as possible, if there are any changes to the information **you** have given **us** or in the Statement of Fact on **your schedule**. If **you** are in any doubt, please contact **us** or **your** insurance agent.

When **we** are notified of a change **we** will tell **you** if this affects **your** policy. For example **we** may cancel **your** policy in accordance with the cancellation condition, amend the terms of **your policy** or require **you** to pay more for **your** insurance.

If **you** do not inform **us** about a change it may affect any claim **you** make or could result in **your** insurance being invalid.

MISREPRESENTATION

If **we** establish that **you** deliberately or recklessly provided **us** with false information **we** will treat this insurance as if it never existed and decline all claims. If **we** establish that **you** were careless in providing **us** with the information **we** have relied upon in accepting this insurance and setting its terms and premium **we** may:

- treat this insurance as if it had never existed and refuse to pay all claims and return the premium paid. **We** will only do this if **we** provided **you** with insurance cover which **we** would not otherwise have offered;
- amend the terms of **your** insurance. **We** may apply these amended terms as if they were already in place if a claim has been adversely impacted by **your** carelessness;
- charge **you** more for **your** insurance or reduce the amount **we** pay on a claim in the proportion that the premium **you** have paid bears to the premium **we** would have charged **you**;
- cancel **your policy** in accordance with the cancellation condition.

We or **your** insurance agent will write to **you** if **we**:

- intend to treat this insurance as if it never existed;
- need to amend the terms of **your** policy; or
- require **you** to pay more for **your** insurance.

CANCELLATION

We reserve the right to cancel this insurance by sending **you** 30 days notice in writing to **your** correspondence address shown in the **Schedule**. **We** will return any premium **you** have paid for any **period of insurance** that is left.

If **you** have not paid the due premium within 30 days of the inception date **we** may cancel this insurance from the inception date by sending **you** 7 days notice in writing to **your** correspondence address shown in the **Schedule**

If **you** pay the premium by instalments and an instalment remains unpaid after 14 days, **we** may cancel this insurance from the date the last instalment was due by sending **you** 7 days notice to your correspondence address shown in the Schedule

You can cancel this insurance at any time by writing to Lark Music. **You** are entitled to a proportionate refund of premium, but not if **you** have a claim in the current **period of insurance**.

PROTECTIONS AND MAINTENANCE

You must:

- A. take all reasonable precautions for the safety of the item(s) insured.
- B. ensure that all protections provided for the item(s) covered under this insurance are:
 - i. maintained in good working order, and
 - ii. in full and effective operation whenever the premises where the insured items are located is left unoccupied.

If you fail to comply with this condition we will not have to pay any related claim.



HIRE CHARGES

If the item(s) insured suffers from insured physical damage or is lost or stolen **we** will pay up to 20% of the individual **amount insured** for each item or GBP 3,000 (or currency equivalent) whichever is the lower in respect of hire costs.

UNATTENDED VEHICLES

If unattended vehicle cover is included on **your Schedule**, the following clause will apply.

You must ensure that all items left in an unattended vehicle are kept out of sight and:

- i. all windows, windscreens, doors and other openings of the vehicle(s) are closed, securely locked and properly fastened;
- ii. any security protections on the vehicle are in full and effective operation.

If **you** fail to comply with this condition **we** will not have to pay any related claim.

LAW AND JURISDICTION

This contract of insurance shall be governed by the laws of the country shown in the **Schedule** and subject to the exclusive jurisdiction of the courts of the country shown in the **Schedule**.

MINIMUM ADDITIONAL PREMIUMS

There will be no charge of premium if the amount due is equal to or less than £10 (or currency equivalent) excluding Insurance Premium Tax.

CLAIMS CONDITIONS

What to do when a Loss Occurs

You must:

- tell Lark Music as soon as reasonably possible of any incident which may result in a claim under this insurance, and give all necessary assistance **we** may require. If **you** think a crime has been committed **you** must also report this to the Police and obtain a crime reference number from them.
- allow **us** the right to inspect the damaged item(s) before any disposal of or any repair work begins. **We** will tell **you** if **we** wish to do so.
- prove that the loss or damage has occurred and give **us** all the co-operation **we** need.
- have paid the annual premium.

If **you** fail to comply with this condition **we** will not have to pay any related claim.

NEW INSTRUMENTS AND BOWS

We will allow an increase in the total amounts insured of up to £100,000 or 100% of the policy amount insured (whichever is the lesser) to cover any items **you** acquire during the **period of insurance**. **We** will only do this if **you** tell **us** about the new possession within 30 days of acquisition and pay any additional premium due.

INCREASES FOR EXISTING INSTRUMENTS AND BOWS

We will allow an increase of up to 100% of the total amount insured or £100,000, whichever the lesser, for any specified items that **you** have had valued within the last 90 days. **We** will only do this if **you** provide **us** with a valuation from a reputable professional source within 90 days of this being undertaken and pay any additional premium due.

APPLICATION OF AVERAGE

You must ensure that the **amount insured** represents the full value of the item(s) insured. Full value is the current market value. If **you** fail to keep the **amount insured** at full value **we** may reduce the amount **we** pay for each claim in proportion with the level of under insurance. This clause does not apply if the "increases for existing instruments and bows" clause is applicable.



SUBROGATION

We can take over and deal with, in **your** name (but at **our** expense), the defence or settlement of any claim. **We** can also start proceedings in **your** name to recover for **our** benefit the amount of any payment made under this insurance.

FULL PAYMENT

If **we** pay the full **amount insured** for any item(s) insured, **we** will become the full owners and reserve the right to take possession of such item(s).

RECOVERED INSTRUMENTS

You will have the right to purchase from **us** any instrument or accessory recovered for which the full amount insured has been paid in settlement of a claim at a lesser of:

- i. the amount of the settled claim plus interest from the date of settlement at a relevant prevailing bank base rate plus loss adjustment and recovery expenses;
- ii. the fair market value at the time of recovery.

We will notify **you** by post at **your** last known address of the right to purchase the instrument recovered and **you** will have 60 days from the date of notice to exercise the right to repurchase.

FALSE CLAIMS

If **you** have tried to deceive **us** by deliberately giving **us** false information or making a fraudulent claim under this policy then:

- **we** shall be entitled to give **you** notice of termination of the policy with effect from the date of any fraudulent act or claim or the provision of such false information;
- **we** shall be entitled to refuse to make any payment under the policy in respect of any claim made or any loss occurring after the date of any fraudulent act or claim or the provision of such false information;
- **you** must reimburse all payments already made by **us** relating to claims made or losses occurring after the date of any fraudulent act or claim or the provision of such false information; and
- **we** shall be entitled to retain all premiums paid.

This does not affect your rights in relation to any claim made or loss occurring before the date of any fraudulent act or claim or the provision of such false information.

OTHER INSURANCE

We will not pay any claim if any loss or damage covered under this insurance is also covered wholly or in part under any other insurance except in respect of any **excess** beyond the amount which would have been covered under such other insurance had this insurance not been effected.

SANCTIONS LIMITATION

No (re)insurer shall be deemed to provide cover and no (re) insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re) insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

SEVERAL LIABILITY

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999 CLARIFICATION

A person who is not a party to this contract has no right under the contracts (Rights of Third parties) Act 1999 to enforce any term of this contract but this does not affect any right or remedy of a third party which exists or is available apart from that act. This clause only applies if the contract is subject to English Law.



DATA PROTECTION SHORT FORM INFORMATION NOTICE (LAYER 1)

Your privacy notice

Applicable to Lloyd's underwriters only

We are Lloyd's Insurance Company S.A. (hereafter referred to as "Lloyd's Brussels") found in the contract of insurance and/or in the certificate of insurance.

The basics

We collect and use relevant information about **you** to provide **you** with the insurance cover or the insurance cover that benefits **you**, and to meet our legal obligations and the obligations of others in the insurance chain.

This information includes details such as **your** name, address and contact details and any other information that we collect about **you** in connection with the insurance cover, or the cover from which **you** benefit. This information may include special categories of personal data details such as information about your health and any criminal convictions **you** may have.

In certain circumstances, **we** need your consent to process certain categories of information about **you** (including special categories of personal data details as mentioned above). Where **we** need **your** consent, **we** will ask **you** for it separately. **You** do not have to give **your** consent and **you** may withdraw **your** consent at any time by sending an e-mail to data.protection@lloyds.com (without however affecting the lawfulness of processing based on consent prior to its withdrawal). Nevertheless, if **you** do not give your consent, or **you** withdraw your consent, this may affect our ability to provide the insurance cover from which **you** benefit and may prevent us from providing cover for **you** or handling **your** claims.

The way insurance works means that your information may be shared and used by a number of third parties in the insurance sector (both inside and outside Belgium, and inside and outside the EU). For example, insurers, insurance agents or insurance brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. **We** will only disclose **your** personal information in connection with the insurance cover that is provided, and to the extent that it is needed or allowed by law.

We keep your personal details for no longer than is necessary in offering the insurance arranged or to comply with our legal or regulatory requirements.

Other people's details you provide to us

Where **you** provide us (or your insurance agent or insurance broker) with details about other people, **you** must ensure that this short form privacy notice is provided to them.

Want more details?

For more information about how **we** use your personal information please see our full privacy notice, which is available in the Privacy section of our website www.lloydsbrussels.com or in other formats on request.

Complaints, contacting us and the regulator, and your rights

You have rights in relation to the information **we** hold about **you**, including the right to access **your** information. If **you** wish to exercise **your** rights, discuss how **we** use **your** information or see a copy of our full privacy notice, please contact us or go to the Privacy section of our website www.lloydsbrussels.com where **we** have full details.

Alternatively, you may contact the insurance agent or insurance broker that arranged your insurance at:

Howden Insurance (Ireland) Limited, 10 The Courtyard, Kilcarbery Park, Nangor Road, Dublin 22, Ireland.

Tel: 353 (01) 4611 500

Email: compliance@howdeninsurance.ie

You have the right to lodge a complaint with the competent data protection authority, but we encourage **you** to contact us before doing so.

Language declaration clause

The insured has declared their understanding of, and has requested for the contract of insurance to be provided in, the English language. The insured confirms they understand such contract and agree to be bound by its terms and conditions.





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Part of **HOWDEN**

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For the love of music.