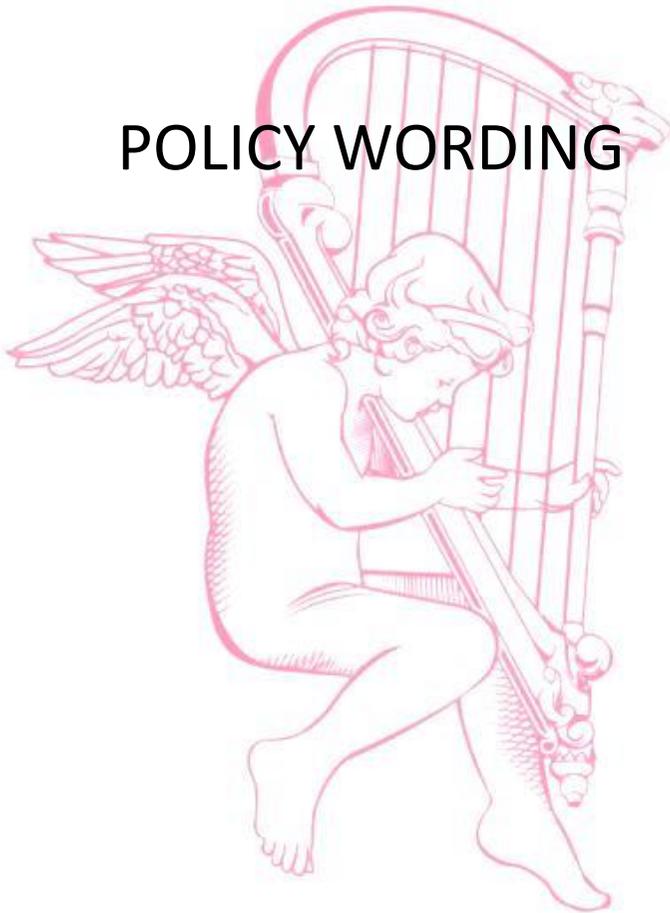


POLICY WORDING



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POLICY WORDING

INTRODUCTION

The information provided on the proposal form and the declaration that YOU have signed, together with any other information given to US by you, or on YOUR behalf, has been relied upon by US in deciding whether to accept the proposal and in determining the premium to be charged.

Jack Hayward Insurance Services should be informed of any material information which may influence the risk as soon as it becomes known, as failure to do so could invalidate YOUR insurance. Please contact Jack Hayward Insurance Services if YOU are in any doubt whether it is material.

This insurance certificate and any operative endorsements are to be read together as one contract as they describe the cover provided and YOU must comply with these terms and conditions.

Jack Hayward Insurance Services is an Appointed Representative of NBJ London Markets Ltd, which is authorised and regulated by the Financial Conduct Authority (FCA).

Please keep these documents in a safe place as YOU may need to refer to them if YOU make a claim.

DEFINITIONS

The wording in the Policy statement includes the following definitions which carry the same meaning wherever they appear. For ease of reading the definitions are highlighted in CAPITALS.

WE/OUR/US

The insurer as stated in the SCHEDULE

YOU/YOUR

The person(s) named as the policyholder in the SCHEDULE and members of YOUR family (and any other person(s) agreed by US in writing) who normally reside with YOU.

SCHEDULE

The schedule is part of the policy. It shows details of the policyholder, the property insured, the PERIOD OF INSURANCE.

ENDORSEMENT

Any variations or additions to the terms of this insurance.

PERIOD OF INSURANCE

The length of time for which this insurance is in force as shown IN THE SCHEDULE

THE COVER PROVIDED

This insurance covers the property described in the SCHEDULE within the territorial limits and for amounts not exceeding the respective sums insured, all of which are shown in the SCHEDULE.

In return for payment of the premium shown in the SCHEDULE, WE agree to indemnify YOU against physical loss or damage to the items specified in the schedule occurring during the PERIOD OF INSURANCE.

EXCLUSIONS

This insurance does NOT cover:

1. The first £15.00 of every claim.
2. Faulty manipulation. Faulty Manipulation occurs when reasonable care and skill is not exercised by the Policyholder or their authorised agent in the normal adjustment and/or regulation of the instrument.
3. Loss or damage caused by wear, tear, gradual deterioration, moth, vermin, scratching or bruising, depreciation in value, contamination or any gradual operating cause.
4. Loss or damage caused by climatic or atmospheric conditions or extremes of temperature, unless as a direct result of storm, flood or fire which involved the presence of a naked flame.
5. Loss or damage caused by any process of repairing, renovating, maintaining or cleaning.
6. Loss or damage caused by any fault or defect in the design, manufacture, workmanship or materials.
7. Any loss and/or damage which YOU may suffer by reasons of claims by Third Parties due to YOUR failure to fulfil any contract.
8. Breakage of strings, from any cause.
9. Loss or damage to property while left in an unattended vehicle unless -
 - a) the vehicle is fully enclosed (ie not a convertible) and the items are placed out of sight within the boot (where practicable).
 - b) all doors, windows and other openings are closed, securely locked and properly fastened.
 - c) YOU have activated the vehicle alarm system and/or immobiliser (if fitted).
10. Loss or damage caused deliberately by YOU.
11. Loss or damage to any piece of equipment or working part caused by its own mechanical breakdown or failure, except where the damage results from a clearly identifiable cause originating outside of the appliance or item.
12. Any legal liability to third parties.
13. Loss, destruction or damage to property or legal liability directly or indirectly caused by, or contributed to, or arising from War, invasion, acts of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
14.
 - 1) Loss or destruction of, or damage to, any property whatsoever, or any loss or expenses whatsoever, resulting or arising therefrom.
 - 2) Any legal liability of whatsoever nature. Directly or indirectly caused or contributed to, by, or arising 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 n nuclear assembly or components.

15. Confiscation, nationalisation or destruction by order of any government, public or local authority.

ELECTRONIC DATA EXCLUSION CLAUSE

WE will not pay for

- 1) Loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom;
- 2) Or any legal liability of whatsoever nature.

Directly or indirectly caused by or contributed to by or arising from:-

- Computer viruses, erasure or corruption of electronic data;
- The failure of any equipment to correctly recognise the date or change of date;

For the purposes of this exclusion computer virus means a corrupting instruction from an unauthorised source that propagates itself via a computer system or network.

YOUR DUTIES

1. PROTECTION MAINTENANCE CLAUSE

YOU must ensure that all protections provided for the items covered under this insurance

- are maintained in good working order and
- are in full and effective operation whenever YOU are absent from the premises.

2. REASONABLE CARE

YOU must take all reasonable steps to prevent accidents, loss, destruction or damage and must maintain the property insured in a sound condition and in good repair.

3. CHANGES IN YOUR CIRCUMSTANCES

YOU must notify Jack Hayward Insurance Services as soon as possible of any change of address, any changes in YOUR sums insured or if YOU, or any person living with YOU, are convicted of any offence (other than driving offences) or are declared bankrupt.

4. YOU must ensure that all insured items are adequately packed in suitable carrying cases to provide protection when removed from YOUR normal place of residence.

If YOU fail to comply with the above duties, this insurance may become invalid.

CANCELLATION

CANCELLATION RIGHT

If YOU take out a personal insurance policy through US YOU may have a right to cancel the policy up to 14 days from the later of:

- the policy start date or the date YOU receive full policy documentation from US or YOUR insurers

- the renewal date or the date YOU receive full renewal documentation from US or YOUR insurers

Should YOU decide to exercise the Cancellation Right YOU will be entitled to a refund of premium less an appropriate pro rata charge for the period of cover given before the cancellation right was invoked. If the premium has not been paid, a charge may be made for the period of cover given prior to the exercise of the Cancellation Right.

Should any claim occur prior to the exercise of the Cancellation Right where the claim terminates the insurance cover, YOUR insurers may not allow a refund of any of the premium paid.

If this Cancellation Right is not exercised within the time period stated above, and YOU decide to cancel the policy at a later date, the amount of any premium refund will depend upon the cancellation terms of YOUR insurance policy.

To exercise the Cancellation Right YOU should contact US at our normal address or YOUR insurers at the address shown on YOUR policy.

CANCELLATION OF POLICIES

If YOU wish to cancel YOUR policy in circumstances other than as described in the section headed Cancellation Right, YOU may be entitled to a refund of part of YOUR premium as long as no claims have occurred during the time YOU have been on cover. The refund due may not necessarily be proportionate to the remaining period of cover. Additionally YOU should note the following:

- Cancellation may not be possible until YOU return YOUR certificate of insurance to US or YOUR insurers

When YOUR policy ends or is cancelled, WE will send YOU any documentation and information that YOU are entitled to on request.

CLAIMS CONDITIONS

1. Please ensure that YOU report all incidents which could give rise to a claim, as soon as YOU become aware of them, by contacting us.
2. YOU will be advised if YOU need to complete a claim form or produce documentation to support YOUR claim. In certain circumstances late notification may result in YOUR claim being rejected.
3. YOU must notify the police as soon as it is reasonably possible in the event of any loss, destruction or damage by theft, attempted theft or malicious damage.
4. Automatic re-instatement of cover, following a claim being made, is included hereunder without any additional premium becoming payable.
5. Following loss or damage, WE will be entitled at OUR sole option to repair, replace or pay for any item covered by this insurance.

For total loss or destruction of any article, WE will pay YOU the cost of replacing the item as new, as long as:

- the new item is as close as possible to, but not an improvement on, the original item when it was new; and
- YOU have paid or WE have authorised the cost of replacement.

6. In the event of a claim, WE will not pay more than the sum insured specified in the Schedule.

7. **DEFENCE OF CLAIMS**

WE may –

- take full responsibility for conducting, defending or settling any claim in YOUR NAME
- take any action WE may consider necessary to enforce YOUR rights or OUR rights under this insurance.

8. If the total value of the items, at the time of loss or damage, is more than YOUR sum insured for such items, then WE will only pay for a proportion of the claim.

For example – if YOUR sum insured only represents one half of the total value of items WE will only pay one half of the cost of repair or replacement.

9. If the claim relates to damage to YOUR musical instrument, please do not authorise repair work until WE or YOUR insurers advise that YOU can.

10. YOU should be aware that a claim arising after renewal of YOUR policy has been invited might affect the assessment and acceptance of renewal by YOUR insurers.

OTHER INSURANCES

WE will not pay any claim if any loss, damage or liability 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.

PUBLIC LIABILITY COVER

What is Covered

Within the Territorial Limits

WE will, in respect of the amount shown on YOUR Schedule which YOU and any Policy Associate named on YOUR Schedule become legally liable for, pay for Accidental Bodily Injury, death, disease, or Accidental Damage to any person or Accidental Damage to third party property which arises from YOUR use of or ownership of musical, entertainment, sound or lightning equipment providing YOU are a resident of the United Kingdom. The total amount payable

includes reasonable defence costs and expenses incurred by YOU with OUR written consent in connection with any liability insured under this certificate of insurance.

General Exclusions Applicable:

This Policy does not apply to or include legal liability:

1. arising out of any activities undertaken by the Assured within the United States of America or Canada
2. directly or indirectly caused by or contributed to by or arising from:
 - a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
3. for any award of punitive or exemplary damages whether as fines, penalties, multiplication of compensatory awards or damages, or in any other form whatsoever
4. for the Excess stated in the Schedule in respect of the first amount of each claim arising out of Damage
5. which forms the subject of insurance by any other Policy and this Policy shall not be drawn into contribution with such other insurance.
6. arising out of the deliberate, conscious or intentional disregard by the Assureds technical or administrative management of the need to take all reasonable steps to prevent Injury or Damage
7. arising out of liquidated damages clauses, penalty clauses or performance warranties unless proven that liability would have attached in the absence of such clauses or warranties
8. arising out of Pollution of the atmosphere or of any water, land, buildings or other tangible property except to the extent that the Assured demonstrates that such Pollution;
 - a) was the direct result of a sudden, identifiable, unintended and unexpected incident occurring in its entirety at a specific time and place during the Period of this Insurance
 - b) was not the direct result of the Assured failing to take reasonable precautions to prevent such PollutionProvided always that all such Pollution which arises out of one incident shall be considered for the purposes of this Policy to have occurred at the time such incident takes place and that Underwriters total liability to pay damages (including claimants' costs, fees and expenses) under this clause shall not exceed the Limit of Indemnity stated in the Schedule in the aggregate in respect of the Period of this Insurance.
9. directly or indirectly occasioned by, happening through or in consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
10. directly or indirectly occasioned by, happening through, arising out of, resulting from or in connection with an act of Terrorism. These Sections also exclude legal liability

directly or indirectly occasioned by, happening through, in consequence of, arising out of, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of Terrorism.

11.
 - a) directly or indirectly occasioned by, happening through, arising out of, resulting from or in connection with any fungus of any kind whatsoever, including but not limited to mildew, mould, spore(s) or allergens; or
 - b) any costs or expenses associated, in any way, with the abatement, mitigation, remediation, containment, detoxification, neutralization, monitoring, removal, disposal, or any obligation to investigate or assess the presence or effects of any fungus of any kind whatsoever, including but not limited to mildew, mould, spore(s) or allergens; or
 - c) any obligation or duty to defend any actions directly or indirectly occasioned by, happening through, arising out of, resulting from or in connection with any fungus of any kind whatsoever, including but not limited to mildew, mould, spore(s) or allergens

Irrespective of the cause of such fungus, mildew, mould, spore(s) or allergens, and whenever or wherever occurring.

For the purpose of this exclusion, Injury shall include mental anguish, mental injury and/ or emotional distress.
12. Any Liability for Bodily Injury, loss or damage
 - a) To YOUR employees or members of YOUR family or household or to their property
 - b) Arising out of or in connection with YOUR trade, profession or business, or assumed under contract other than that of musician or music teacher
 - c) Arising out of the ownership, possession, use or occupation of land or buildings
 - d) Arising out of the ownership, possession or use of motorised vehicles, yachts or motorised waterborne craft, airborne craft of any description, animals or firearms and weapons
13. Liability arising from loss or damage to property which belongs to YOU or is in YOUR care custody or control.

FRAUD

All benefit under this policy will be forfeited if any claim is in any respect fraudulent, or if any fraudulent means are used by YOU or anyone on YOUR behalf to obtain benefit under this policy.

CONTRACTS (RIGHTS OF THIRD PARTIES) Act 1999 CLARIFICATION CLAUSE

A person who is not a party to this insurance has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this insurance, but this does not affect any right or remedy of a third party which exists or is available apart from the Act.

SPECIAL CONDITIONS

1. It is agreed (if required) to extend this insurance to cover additional expenses necessarily incurred in hiring alternative equipment up to 2.5% of the total sum insured. Additional cost of hiring replacement equipment subject to a maximum of £200 per unit. The number of units are limited to 10.
2. Transportation cost for repair is limited to £750.00 for any one claim.

EU DISCLOSURE (U.K.)

The parties are free to choose the law applicable to this Insurance Contract, Unless specifically agreed to the contrary, this insurance shall be subject to English law.

DATA PROTECTION ACT 1998

It is understood by YOU that any information provided to US regarding YOU will be processed by US in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling of claims, if any, which may necessitate providing such information to third parties.

HOW TO COMPLAIN ABOUT OUR SERVICE

WE recognise the importance of service and set ourselves high standards. Should there be an occasion when WE do not meet YOUR expectations, WE are equally committed to dealing with any complaint in a thorough and professional manner.

If YOU wish to register a complaint please contact Iain Hayward in any of the following ways:

- By post to 75 Victoria Road, Mortimer Common, Reading RG7 3SL
- By telephone to 0118 384 2025
- By email to Insure@Jackhayward.co.uk

In the event that YOU do not receive a satisfactory response, please contact the Compliance Director, NBJ London Markets, NBJ House, Southlands Rd, Bromley, Kent, BR2 9QP, telephone 020 8290 6900.

If YOU cannot settle YOUR complaint with US YOU may be entitled to refer it to the Financial Ombudsman Service.

YOU can request a copy of OUR procedures for dealing with complaints at any time.

FINANCIAL SERVICES COMPENSATION SCHEME

Lloyd's are members of the Financial Services Compensation Scheme (FSCS). This provides compensation in case any of its members go out of business or into liquidation and are unable to meet any valid claims under its policies. The first £2,000 of a claim is protected in full. Above this threshold, 90% of the remainder of the claim will be met. Further information can be obtained from the FSCS website at www.fscs.org.uk.

TERMS OF BUSINESS

Effective from 1st April 2014 and supersedes all Terms of Business previously issued by us. It sets out the terms upon which WE agree to act for OUR clients and contains details of OUR regulatory and statutory responsibilities. It also sets out some of YOUR responsibilities. Please read it carefully.

Please contact US immediately if there is anything in these Terms of Business which YOU do not understand or with which YOU disagree.

ABOUT OUR COMPANY

Iain Hayward trading as Jack Hayward Insurance Services is an Appointed Representative of NBJ London Markets Ltd, Suite 402/403, 1 Alie Street, London, E1 8DE which is authorised and regulated by the Financial Conduct Authority (FCA). NBJ London Markets Ltd FCA Registration number is 305740. You can check this information on the FCA's Register by visiting the FCA's website at <http://www.fca.gov.uk/register> or by contacting the FCA on 0800 111 6768.

OUR PRODUCTS AND SERVICES

WE specialise in arranging musical instrument insurance. WE only offer one policy which is underwritten for US by an insurer with whom WE have a special scheme.

The policy is intended to meet the demands and needs of musicians who wish to insure one or more specified musical instruments and accessories against the risks of physical loss or damage. WE do not give advice or make recommendations in connection with this or any other type of insurance product. WE will ask YOU questions in order to provide YOU with a quotation, leaving YOU to make YOUR own decision as to how YOU wish to proceed.

In addition to arranging cover, OUR service includes help with making policy changes and assistance with claims.

METHODS OF COMMUNICATION

WE will normally communicate with YOU by post, telephone and, where available, fax or email, in addition to any meetings WE have with you. Please let US know if YOU would prefer not to receive communications by any particular medium.

INSURER SECURITY

Whilst OUR Principal, NBJ London Markets Ltd monitors the financial strength of the insurer with whom WE place business, it should be noted that the claims-paying ability of even the strongest insurers could be affected by adverse business conditions. WE cannot, therefore, guarantee the solvency of any insurer or underwriter.

A liability for the premium, whether in full or pro rata, may arise under policies where a participating insurer becomes insolvent.

DISCLOSURE

The terms of any insurance that WE arrange on YOUR behalf will be based upon the information provided by YOU to US or to YOUR insurers.

YOU must take reasonable care to answer all questions put to YOU about YOUR proposed insurance fully, honestly and to the best of YOUR knowledge. If YOU do not understand the meaning of any question, or if YOU do not know the answer, it is vital that YOU tell us. Once cover has been arranged, YOU must immediately notify US or YOUR insurer of any changes to the information that has been previously provided. The most serious consequence of failing to provide full and accurate information before YOU take out insurance, or when YOUR circumstances change, could be the invalidation of YOUR cover. In that instance it would mean that a claim will be rejected.

YOU are advised to keep copies of any correspondence YOU send to US or direct to YOUR insurers.

CHARGES

All fees and charges are included in the total premium WE quote. However, there are a number of additional charges WE make as detailed below

Fee/Charge	Amount
Debit & Credit Card Charge	FREE
Change of details/address	FREE
Documentation Charge: - Email Documents - Paper Policy Booklet 2 nd Class post - Paper Policy booklet 1 st Class post - Duplicate documents	FREE £5 £6 Fees as above
Mid-Term Adjustments - Additional instrument < £1,000 in value - Change of Instrument <£1,000 in difference - Addition/Change of instrument >£1,000 in value/difference	FREE FREE Pro-rata premium
Cancellation Fees - Within 14 days 'cooling off' - After 14days	FREE £10

All policies include a small policy fee (which excludes insurance premium tax (IPT)) to cover the creation of the base policy. This fee is related to the premium payable and has a maximum cost of £11.

METHODS OF PAYMENT

WE accept payments by cheque or by credit/debit card. If YOU elect to pay US by credit/debit card, please note that: YOUR credit/debit card statement will show NBJ London Markets name,

not ours, as the payee as NBJ London Markets is responsible for insurance premiums (see below)

SETTLEMENT TERMS

YOU are responsible for the prompt settlement of insurance premiums so that NBJ London Markets can make the necessary payments to YOUR insurers.

WE will not fund any premiums on YOUR behalf and cannot be held responsible for any loss which YOU may suffer as a result of a policy being cancelled or otherwise prejudiced due to the late payment of a premium.

HANDLING CLIENT AND INSURER MONEY

Insurance premiums for onward transmission to insurers, or return premiums and claim payments due to clients from insurers, will be collected and held by NBJ London Markets in a Client Bank Account, under a Non-statutory Trust in accordance with FCA rules. The Deed of Trust permits NBJ London Markets to use the account to make advances of credit from time to time to clients, in order to fund their premiums, subject to strict conditions. In dealing with us, YOU agree to NBJ London Markets holding client money in this way. A copy of the Deed of Trust is available on request.

Where NBJ London Markets collect or hold money as agent of the insurer they may also hold that money in the same Client Bank Account.

Client money will be deposited with one or more approved banks, a list of which is available on request. Please notify US immediately if YOU do not wish NBJ London Markets to place premiums in any bank or banks on this list.

Interest will not be paid to clients in respect of money held in client bank accounts.

CONFIDENTIALITY

All information provided by OUR clients is treated as confidential and only disclosed in the normal course of negotiating, arranging and administering YOUR insurance. This may include disclosing information to agents and service providers, such as loss adjusters and approved contractors.

With a few exceptions, for example information requested by a court, a regulatory body, or information which is already in the public domain, WE will not release information to any other party without YOUR consent.

WE may also use the data WE hold about YOU to provide YOU with information about other products and services which WE feel are appropriate. YOU are requested to let US know if YOU do not want to receive this information.

WE are registered under the Data Protection Act 1998 and undertake to comply with the Act in all OUR dealings with personal data.

QUOTATIONS

Unless stated otherwise in the documentation YOU are sent, all quotations provided for new insurances are valid only for a period of 30 days from the date of issue.

YOU should be aware that quotations may change or be withdrawn if the information given to US or YOUR insurers in an application form differs from that provided at the time the quotation was issued.

CHANGES TO YOUR COVER

WE will normally deal with any requests to increase or amend cover on the day YOUR instructions are received, or the next working day if a weekend or public holiday. Sometimes changes cannot be processed without obtaining additional information. If additional information is required WE will contact YOU as quickly as possible.

WE will confirm changes to YOUR policy, once agreed, in writing. WE will also advise YOU of any extra premiums YOU must pay or premiums WE must return to you.

RECEIPT OF INSTRUCTIONS

WE do not consider instructions to arrange or change cover which are sent to US by post, electronic mail or facsimile, or left on answering equipment, to have been received until they reach the relevant personnel in OUR offices.

WE do not accept responsibility for instructions which do not reach US at all due to failures in the postal, electronic or telecommunications systems.

DOCUMENTATION

Our aim is to produce documentation and issue correspondence in a clear and understandable format. In the event of any uncertainty WE would ask YOU to let US know immediately. OUR staff are always happy to clarify the cover provided.

YOU should check all policy documentation to ensure that the details are correct and the cover provided meets with YOUR requirements. Any errors should be notified to US immediately.

All policies contain conditions and exclusions and some contain warranties and excesses. It is YOUR responsibility to examine the document to familiarise yourself with these. A breach of a policy condition may result in non-payment of a claim and breach of a warranty may invalidate the cover if it is not complied with precisely. If, for any reason, YOU have any concern with compliance with or understanding of a warranty, please advise US in order that the matter can be taken up with YOUR Insurers.

WE recommend that YOU keep policy documents for as long as a claim is possible under the policy.

CONFLICTS OF INTEREST

Jack Hayward Insurance Services are independent insurance brokers and act as the agent of OUR client. WE are subject to the law of agency which imposes certain duties on us. WE also have proper regard for the interests of others, including the insurers for whom WE also act.

Where WE become aware of any actual or potential conflict of interest WE will inform YOU of the situation, the options available to YOU and obtain YOUR consent before WE carry out YOUR instructions.

COMPENSATION

WE are covered by the Financial Services Compensation Scheme (FSCS). YOU may be entitled to compensation from the FSCS if WE cannot meet OUR obligations. This depends on the type of business and the circumstances of the claim.

Insurance advising and arranging is covered for 90% of the claim, without any upper limit. For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim without any upper limit.

Further details about compensation scheme arrangements are available from the FSCS.

TERMINATION OF AUTHORITY

YOU may terminate OUR authority to act on YOUR behalf with 14 days' written notice or as otherwise agreed. Notice of this termination must be given in writing and will take effect from the date of receipt. Termination is without prejudice to any transactions already initiated unless otherwise agreed in writing. YOU will be liable to pay for any transactions or adjustments effective prior to termination and WE will be entitled to retain any and all fees or brokerage payable in relation to policies placed by US prior to the date of termination.

LAW AND JURISDICTION

These Terms of Business shall be governed by and construed in accordance with English Law. In relation to any legal action or proceedings arising out of or in connection with these Terms of Business WE both irrevocably submit to the exclusive jurisdiction of the English courts.

OUR LIABILITY TO YOU

Unless WE have otherwise agreed with YOU in writing, WE shall treat YOUR instructions to US to place or renew YOUR insurance as acceptance of the limitation of OUR liability to you, and to any other person with an interest in YOUR insurance, as follows.

Other than in respect of any claim:-

- resulting from OUR breach of the FCA's rules; or
- resulting from OUR fraudulent acts or any of OUR acts which are deliberately contrary to OUR agreement with you; or
- in relation to any liability for death or personal injury resulting from OUR negligence;
or
- in relation to any liability which cannot lawfully be excluded or limited

Our liability in contract, tort (including without limitation negligence) or otherwise will be limited to £10 million in respect of all services WE provide to YOU over any twelve month period.

YOU ARE DEEMED TO HAVE ACCEPTED THESE TERMS OF BUSINESS AND GIVE YOUR CONSENT FOR US TO OPERATE IN THE WAYS DESCRIBED, UNLESS YOU ADVISE US OTHERWISE WITHIN 7 DAYS OF RECEIPT.

FSA KEY FACTS

THIS SUMMARY DOES NOT FORM PART OF THE INSURANCE CONTRACT



JACK HAYWARD MUSICAL INSURANCE SCHEME

Listed below is a summary of the cover available together with details of any significant exclusions. It does **NOT** contain the full terms, conditions, excesses and exclusions which can be found in the certificate wording a copy of which is available on request.

ALL RISKS COVER

INCLUDES COVER AGAINST PHYSICAL LOSS OR DAMAGE TO THE ITEMS THAT HAVE BEEN SPECIFIED BY YOU AND DETAILED IN THE SCHEDULE OF COVER THAT WILL BE ISSUED TO YOU ON COMPLETION OF THE CONTRACT.

SIGNIFICANT EXCLUSIONS TO THE ALL RISKS POLICY

- The first £15.00 of every claim.
- Faulty manipulation.
- Loss or damage caused by wear, tear, gradual deterioration, moth, vermin, scratching or bruising, depreciation in value, contamination or any gradual operating cause.
- Loss or damage caused by climatic or atmospheric conditions or extremes of temperature, unless as a direct result of storm, flood or fire which involved the presence of a naked flame.
- Loss or damage caused by any process of repairing, renovating, maintaining or cleaning.
- Loss or damage caused by any fault or defect in the design, manufacture, workmanship or materials.
- Any loss and/or damage which YOU may suffer by reasons of claims by Third Parties due to YOUR failure to fulfil any contract

- Breakage of strings, from any cause.
- Loss or damage to property while left in an unattended vehicle unless -
 - the vehicle is fully enclosed and the items are placed out of sight within the boot (where practicable).
 - all doors, windows and other openings are closed, securely locked and properly fastened.
 - YOU have activated the vehicle alarm system and/or immobiliser (if fitted).
- Loss or damage caused deliberately by YOU.
- Loss or damage to any piece of equipment or working part caused by its own mechanical breakdown or failure, except where the damage results from a clearly identifiable cause originating outside of the appliance or item.
- Any legal liability to third parties.
- Loss, destruction or damage to property or legal liability directly or indirectly caused by, or contributed to, or arising from War, invasion, acts of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
- Loss or destruction of, or damage to, any property whatsoever, or any loss or expense whatsoever, resulting or arising therefrom;
- Any legal liability of whatsoever nature.
 - Directly or indirectly caused or contributed to, by, or arising from:-
 - Ionising radiations or contamination by radioactivity from any NUCLEAR FUEL or from any nuclear waste from the combustion of nuclear fuel;
 - The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or components.
 - Confiscation, nationalisation or destruction by order of any government, public or local authority.

**Jack Hayward Insurance Services is an
Appointed Representative of NBJ London
Markets Limited who are authorised and
regulated by the Financial Conduct Authority**

DURATION OF THIS INSURANCE

The period of Insurance will be for 12 months unless otherwise agreed by Underwriters. The period of Insurance will be shown in the schedule of insurance.

RENEWING YOUR POLICY

At least 21 days before each policy renewal date, YOU will be advised of the premium and terms and conditions that will apply for the following year. All premiums quoted are inclusive of Insurance Premium Tax. Please note in normal circumstances, YOUR premium is due to be paid in full by the inception date of the policy, unless YOU have specifically agreed alternative payment methods with YOUR insurance broker. Failure to pay within the terms may result in YOUR Insurance being cancelled.

CANCELLATION RIGHTS

WE allow YOU a period of 14 days in which to consider the cover provided by this insurance. During this period should YOU decide YOU no longer wish to continue with this insurance YOU may cancel this insurance and WE will refund YOUR premium in full subject to YOU not having made a claim. Should YOU wish to cancel this insurance at any time after this period please refer to the cancellation clause shown in the certificate wording.

HOW TO MAKE A CLAIM

Please ensure that YOU report all incidents which could give rise to a claim, as soon as YOU become aware of them by contacting us.

HOW TO MAKE A COMPLAINT

WE are dedicated to providing YOU with a high standard of service and WE want to ensure WE maintain these standards at all times. If YOU feel that WE have not offered YOU a first class service please write and tell US and WE will do OUR best to resolve the problem.

If YOU have any questions or concerns about YOUR insurance or the handling of a claim YOU should, in the first instance, contact US on 0118 384 2025

If YOU are unable to resolve the matter with YOUR broker and wish to make a complaint YOU may do so at any time by asking the Policyholder and Market Assistance Department at Lloyd's. to review YOUR case without prejudice to YOUR rights in law. Their address is:

Policyholder and Market Assistance Department

Tel: 020 7327 5693

Lloyd's

Fax: 020 7327 5225

One Lime Street

e-mail Complaints@Lloyds.com

London

EC3M 7HA

Complaints that cannot be resolved by the Complaints Department may be referred to the Financial Ombudsman Service. Further details will be provided at the appropriate stage of the complaints process.

In all communications the policy/certificate number as shown on YOUR schedule of insurance should be quoted.

This insurance is underwritten by Certain Underwriters at Lloyd's of London. Certain Underwriters at Lloyd's are authorised and regulated by the Financial Conduct Authority. The Financial Conduct Authority website, which includes a register of all regulated firms can be visited at www.fsa.gov.uk/register, or the Financial Conduct Authority can be contacted on 0845 606 1234

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