

Musical Instruments Insurance

POLICY DOCUMENT

UNDERWRITTEN BY



IN ASSOCIATION WITH:



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Introduction

Thank you for insuring with Ecclesiastical and we welcome you as a policyholder. We are a specialist financial services group, with a strong portfolio of insurance businesses in Ireland, the UK, Canada and Australia. All are underpinned by a reputation for delivering an outstanding service for customers, with firmly established roots as a socially responsible general insurer.

Policy information

The policy is divided into a number of sections. Your schedule will show which sections are in force and for how much you are insured.

Please read the policy and schedule carefully. If you have any queries or wish to change your cover, contact your insurance intermediary immediately.

We will send you an updated schedule whenever the cover is changed and at each annual renewal date. The most recent schedule will provide the details of your current cover. Please retain this with your policy booklet, together with any special notices we send you about the policy.

Please also retain all other schedules so you may check what cover applied on any specific date should you need to do so.

If your needs change, please tell your insurance intermediary.

Data Privacy Notice

Your privacy is important to us. We will process your personal data in accordance with data protection laws.

Ecclesiastical Insurance Office plc ("**we**", "**us**", "**our**") is the data controller in respect of any personal data which you provide to us or which we hold about you and any personal data which is processed in connection with the services we provide to you.

Where you provide us with personal data about a person other than yourself (such as a dependant or named person under a policy), you must inform them that you are providing their personal data to us and refer them to this notice.

To provide our insurance related services, we will collect and process your personal data such as your name, contact details, financial information and any information which is relevant to the insurance policy we are providing. In order to provide your insurance policy or when making a claim, we may also need to collect or process 'special categories of personal data' such as information relating to your health. We may also collect and process information which is likely to reveal your religious beliefs where you have manifestly made that information public or by communicating with us using a title or honorific which indicates a religious belief. We may also collect data relating to any previous unspent criminal convictions that you may have where that data is necessary to facilitate the provision of insurance services in connection with you, or related activities.

We process your personal data and your special category personal data relating to health and religious affiliation for the purposes of offering and carrying out insurance related services to you or to an organisation or other persons which you represent. Your personal data is also used for business purposes such as fraud prevention, business management, systems development and carrying out statistical and strategic analysis.

Providing our services will involve sharing your personal data with, and obtaining information about you from, our group companies and third parties such as brokers, loss adjusters, credit reference agencies, fraud prevention agencies, our service providers and professional advisors, or business partners and our regulators.

In some circumstances we may transfer your personal data to countries outside of the European Economic Area.

We will put appropriate safeguards in place to ensure that your personal data is protected.

Where we have your consent, we may market our services to you or provide your personal data to our related companies or business partners for marketing purposes. You can opt out of marketing communications at any time by clicking on the link at the bottom of any email or by contacting us.

Fraud Prevention

We need to carry out fraud and anti-money laundering checks, and this will involve sharing your personal data (such as your name, contact details and financial information) with credit reference and fraud prevention organisations. If you make a claim, we will share your information (where necessary) with other companies to prevent fraud. For the purposes of deciding whether to accept and pay a claim or any part of it, we may appoint loss adjusters or external investigation services to act on our behalf.

We may also use information from other sources such as the Companies Registration Office, Financial Credit Agencies and Insurance Link (a central claims database for the insurance industry) to obtain additional details and to independently verify information you have provided to us. You can find more information about Insurance Link at www.inslink.ie.

If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information.

Please note that when carrying out any fraud prevention activities, we may need to process your special categories of data such as criminal offence information and share it with fraud prevention agencies.

Further information

For further information on how your personal data is used and your rights in relation to your personal data please refer to our Privacy Policy at www.ecclesiastical.ie/privacy-policy or contact our Compliance Associate, by post at Ecclesiastical Insurance Office plc, 2nd Floor, Block F2, EastPoint, Dublin 3, D03 T6P8, or by telephone on **(01) 619 0300** or by email at compliance@ecclesiastical.com.

Claims service and contact numbers

At Ecclesiastical, we like to keep claims simple.

When you claim, we'll look at your cover to see how we can best help you. We'll work swiftly, and deal with your claim fairly. If we can resolve your claim when you first contact us, we will. But if it's a little more complicated, we'll make sure you always know what's going on. We'll also give you direct access to the expert claims handler dealing with your claim, who will be able to make key decisions about your claim.

We'll take a proactive approach to protecting your interests against third party legal liability claims, and we'll always consult you before making any admission of liability.

Making your claim

If you wish to report a new claim or discuss an existing claim during office hours (Monday to Friday 9am to 5pm) please call

01 619 0300

Outside of business hours please call

1890 252 877

(this 24 hour claims helpline is managed by ProAdjust limited)

Please note that charges for Lo-call numbers may vary if you call from a mobile phone.

The action to be taken by the policyholder in the event of any incident which may give rise to a claim is shown in the Claims conditions.

General information

Complaint handling procedures

If you are unhappy with our products or service, please contact us as soon as possible.

You can complain in writing or verbally at any time to:

Ecclesiastical Insurance Office plc,
2nd Floor,
Block F2,
Eastpoint,
Dublin 3,
D03 T6P8

Tel: 01 619 0300

Email: complaints@ecclesiastical.com

Ecclesiastical - Our promise to you

- We will investigate your complaint and provide you with the name of your point of contact in relation to your complaint.
- We will keep you informed of the progress of your complaint with regular written updates on the progress of our investigation at intervals no greater than 20 business days.
- We shall attempt to investigate and fully resolve your complaint within 40 business days and will furnish you with the findings of our investigation into your complaint within five business days of completion of our investigation.
- We will use feedback from your complaint to improve our service.

If you're not entirely satisfied with our handling of and final response to your complaint, or if we have not completed our investigation in 40 business days, we'll inform you of your right to take your complaint to the Financial Services and Pensions Ombudsman.

The Financial Services and Pensions Ombudsman,
Lincoln House,
Lincoln Place,
Dublin 2
D02 VH29

Tel: 01 567 7000

Email: info@fspoi.ie

Website: www.fspoi.ie

The Financial Services and Pensions Ombudsman can investigate complaints from all customers, except limited liability companies which have a turnover of €3m and above.

This complaints handling procedure does not affect your right to take legal proceedings.

The Insurance Compensation Fund

This was established under the Insurance Act 1964 amended by the Insurance (Amendment) Act 2011. The fund is designed to facilitate payments to policyholders in relation to risks in Ireland where an Irish-authorized non-life insurer or a non-life insurer authorised in another EU Member State goes into liquidation or administration. Not all policyholder liabilities are covered by the fund. A sum due to a commercial policyholder may not be paid out of the fund unless the sum is due in respect of the liability to an individual.

For further information on the scheme you can visit the website at www.centralbank.ie

Definitions

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

Amount insured

means the most **we** will pay as shown in the schedule.

Damage

means physical loss, destruction or damage, including theft.

Endorsement

means a change to the terms of the **policy**, endorsements will be shown in the schedule.

Excess

means the amount **you** must bear as the first part of each agreed claim.

Geographical limits

means Republic of Ireland Northern Ireland England Scotland Wales the Channel Islands and the Isle of Man.

Insured equipment

means any

- a. musical instrument or musical equipment or
 - b. collection of vinyl records, CD's or music related memorabilia
- specified in the schedule, which **you** own or are responsible for and which are normally kept at the address shown in the schedule.

Loaned

means the temporary transfer of **insured equipment** up to the value of €25,000 into the care, custody or control of any person with **your** permission.

Musical accessories

means items used to play or tune the **insured equipment** with an individual replacement value between €10 and €350. This does not include replaceable items including strings, reeds and drumheads attached to the instrument.

Period of insurance

means the period when the **policy** is in force. This is shown in the schedule.

Policy

means this insurance document, including the schedule and any **endorsements**.

We/us/our/company

means Ecclesiastical Insurance Office plc.

You/your

means the insured person over 18 years of age, band, organisation or orchestra named in the schedule.

Insuring clause

This policy document and the schedule including all clauses applied to the **policy** shall together form the **policy** and be considered as one document

In consideration of payment of the premium **we** will provide insurance against loss destruction damage injury or liability (as described in and subject to the terms conditions limits and exclusions of this **policy** or any section of this **policy**) occurring or arising in connection with **your insured equipment** during the **period of insurance** or any subsequent period for which **we** agree to accept a renewal premium

Insurance Act 1936

All moneys which become payable by the **Company** under the policy shall in accordance with Section 93 of the Insurance Act 1936 be payable and paid in the Republic of Ireland

Stamp Duty

The appropriate stamp duty has been or will be paid to the Revenue Commissioners in accordance with Schedule 1 of the Stamp Duties Consolidation Act 1999

General conditions

The following conditions apply to the whole of this **policy**.

1 Information about you

We have based this **policy** on the information provided to **us** by **you**. It is therefore important that **you** take reasonable care to provide **us** with correct information if **we** ask **you** a question.

2 Incorrect information

If **you** do give **us** information that is incorrect:

- a. **we** can avoid the **policy** if **you** deliberately or recklessly gave **us** incorrect information. This means **we** can treat the **policy** as if it never existed and refuse to pay all claims. **You** will have to pay back any payment **we** have already made. **We** can keep the premium; or
- b. if **you** were careless in giving **us** the information, **we** can:
 - i. avoid the **policy** if **we** would not have entered into the **policy**. This means **we** can treat the **policy** as if it never existed and refuse to pay all claims. **You** will have to pay back any payment **we** have already made. However, **we** will return the premium;
 - ii. amend the terms of the **policy** if **we** would only have entered into it on different terms if **you** had given **us** accurate information. Those terms will apply from the start of the **period of insurance**; or
 - iii. reduce the amount **we** pay for a claim if **we** would have charged a higher premium. The amount **we** pay will be the same proportion that the actual premium charged bears to the premium **we** would have charged. For example, if **we** would have charged twice the premium, **we** will pay half of any claim.

We may apply both **ii.** and **iii.** above.

3 Changes to your information

We will provide **you** with a document entitled 'Statement of Fact'. **You** must tell **us** if any of the information **you** have provided changes

This includes any changes to the following:

- (a) any amount or limit in the schedule
- (b) the criminal record of anyone insured under the **policy**

We will then let **you** know if **we** need to make any changes to the terms of the **policy** or the premium

If **you** do not let **us** know about any changes **we** can apply the remedies set out above in condition 2 Incorrect information.

4 Cancellation

(a) Your right to cancel in the cooling-off period

You have 14 working days from receiving the policy to write to the sender confirming that **you** do not wish to continue. No charge will be made and any premium **you** have already paid will be refunded

(b) Your right to cancel after the cooling-off period

If **you** do not cancel the policy within the 14 day cooling-off period mentioned above the policy is in force and **you** are committed to pay the premium

However **you** can still cancel the policy providing **you** give **us** notice in writing

As long as **you** have not made a claim **you** will receive a refund of the part of **your** premium which covers the cancelled period providing this exceeds €15

If **you** have made a claim then the full annual premium is due

(c) Our right to cancel

(1) Non-payment of premium

(i) If you do not pay your premium by instalments

Unless otherwise agreed with **us we** will not provide cover under this policy unless **you** pay the premium by the due date.

If **you** do not pay the premium by the due date **we** will send notice of the outstanding premium to **you** and give **you** a further period of at least 14 working days from the due date in which to pay the outstanding amount

If payment is still not received in the timescale **we** have advised the policy is cancelled from the outset

(ii) If you pay your premium by instalments

Unless otherwise agreed with **us we** will not provide cover under this policy unless **you** pay the first instalment of premium when requested

If the first instalment of premium is not received the policy is cancelled from the outset

If **you** pay the first instalment of premium but default on any subsequent instalments **we** may cancel the policy with effect from the date the first outstanding instalment was due by notifying **you** in writing

If **your** instalment plan is provided by **us we** will send notice of any outstanding instalment to **you** and advise the date when **we** will re-present **our** payment request to the bank

This will not be less than 14 working days from the date on which **our** payment request was originally presented

We will not cancel the policy for failure to pay the premium or any instalment of premium if such failure is due to error on **our** part or on the part of **your** insurance intermediary bank or building society

(2) Other cancellation rights

In addition to **our** rights under

- (i) Non-payment of premium above and
- (ii) Incorrect information and Fraudulent claims conditions

we have the right to cancel **your** policy at any time by giving **you** at least 14 working days' notice in writing sent by Registered post to **your** last known address where **we** have a valid reason for doing so

Our cancellation letter will set out the reason why **we** are cancelling **your** policy

Valid reasons for cancelling **your** policy may include but are not limited to

- (a) circumstances which are outside **our** reasonable control for example
 - where the law requires that **we** cancel your policy
 - where the continuation of **your** policy would result in **us** breaching any applicable law or regulation that applies to **your** policy
- (b) **you** receiving a criminal conviction which results in a custodial sentence

If **we** cancel your policy for a valid reason in accordance with **our** rights under (2) above and **you** do not pay **your** premium by instalments **we** will refund the part of **your** premium which relates to the period remaining under **your** policy which has been cancelled by **us**

5 Assignment

You shall not assign any of the rights or benefits under this **policy** or any section of this **policy** without **our** prior written consent

We will not be bound to accept or be affected by any notice of trust charge lien or purported assignment or other dealing with or relating to this **policy** or any section of this **policy**.

6 Sanctions

We shall not provide any cover under this **policy**, or be liable to pay any claim or provide any benefit, to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **us** to

- a. any sanction, prohibition or restriction under United Nations resolutions, or
- b. the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

If any such sanction prohibition or restriction takes effect during the **period of insurance you** or **we** may cancel that part of this **policy** which is affected with immediate effect by giving such notice in writing.

In such circumstances **we** shall return a proportionate premium for the unexpired period of cover provided no claims have been paid or are outstanding.

7 Multiple policyholders

The most **we** will pay is the relevant amount shown in the schedule.

If more than one insured is named in the schedule, the total amount **we** will pay will not exceed the amount **we** would be liable to pay to any one of **you**.

You agree that the insured named in the schedule, or if there is more than one insured named in the schedule the first of them, is authorised to receive all notices and agree any amendments to the **policy**.

8 Preventing Damage

You must take reasonable care to:

- a. maintain any property covered under the **policy** in good condition and repair; and
- b. prevent or minimise any **damage** that would be covered under the **policy**.

We will not cover any **damage** arising while **you** are not in compliance with this condition. This does not apply if **you** can prove that the non-compliance had no impact on the **damage**.

9 Arbitration

If any difference shall arise under this **policy** such difference shall be referred to an Arbitrator to be appointed by the parties in accordance with the statutory provisions in force at the time.

Where any difference is by this condition to be referred to arbitration the making of an award shall be a condition precedent to any right of action against **us**.

Claims not referred to arbitration within 12 calendar months from the date of disclaimer of liability shall be deemed to have been abandoned.

10 Law applicable

This **policy** shall be governed by and construed in accordance with the law of the Republic of Ireland.

11 Changes to premium

If **you** make a change in the **policy** cover and this results in a charge or a refund for the period up to the renewal date of the **policy** then such charge or refund will only be made by **us** if it exceeds €15.

General exclusions

This policy does not cover the following:

1 Other insurances

Property or liability more specifically insured under another policy.

2 Radioactive contamination

Loss damage liability or expense directly or indirectly caused by or contributed to by or arising from:

- (a) ionising radiation from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
- (b) the radioactive toxic explosive or other hazardous or contaminating properties of any nuclear installation reactor or other nuclear assembly or nuclear component thereof;
- (c) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
- (d) the radioactive toxic explosive or other hazardous or contaminating properties of any radioactive matter; Part (d) does not extend to radioactive isotopes other than nuclear fuel or nuclear waste when such isotopes are on the property insured and are being prepared stored or used in the normal course of operations by **you** for the commercial agricultural medical scientific or other similar peaceful purposes for which they were intended;
- (e) any chemical biological bio-chemical or electromagnetic weapon.

However this exclusion does not apply to losses arising from naturally occurring radioactive gases released from the earth such as Radon.

3 War

Loss or damage 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.

4 Terrorism

Definition specific to this exclusion

Act of terrorism

means an act including but not limited to the use of force or violence and/or the threat thereof of any person or group(s) of persons whether acting alone, or on behalf of or in connection with, any organisation(s) or government(s) committed for political, religious, ideological or similar purposes, including the intention to influence any government and/or to put the public or any section of the public in fear.

Any loss damage cost or expense directly or indirectly caused by contributed to by resulting from or arising out of or in connection with any **act of terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

This insurance also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any **act of terrorism**.

If **we** allege that by reason of this exclusion any loss, damage cost or expense is not covered by this **policy** the burden of proving the contrary shall be upon **you**.

5 Electronic data

Any claim where the **damage** or liability is caused electronically or digitally, including by any hack, computer virus or other form of cyber attack.

Claims conditions

The following claims conditions apply to the whole of this **policy**.

1 Telling us

If **you** need to make a claim, it is important that **you** let us know as soon as possible. If **you** need to make a claim, please call the number on page (5).

2 Telling the Gardaí

If the loss or **damage** has been caused by theft, vandalism or any illegal act, **you** must tell the Gardaí as soon as is reasonably possible.

3 Liability for injury or property damage

If **you** receive any letter or legal document claiming **you** are liable for causing:

- a. an injury to someone else; or
- b. damage to someone else's property;

you must let **us** know immediately.

4 Admitting liability

We will not cover **your** liability to anyone else if **you** admit **you** are liable, make any offer or enter into negotiations without **our** agreement.

5 Controlling claims

If a claim is made against **you** that is covered under the **policy**, **we** can take over the handling of that claim. This includes deciding on any settlement or how to defend the claim.

6 Providing information

- a. For any individual instruments insured for more than €25,000 **you** must provide a written valuation, this must be dated less than 5 years before the start of the **period of insurance**. **You** must provide this at **your** expense.
- b. For other items, **we** might ask **you** to provide reasonable evidence of the value of any items lost or damaged, or for any other information relating to a claim. This could include, for example, receipts, invoices, valuations or photographs as proof of ownership. **We** will pay the reasonable costs of providing any such evidence or information.

We can refuse to cover a claim unless **you** provide **us** with any information or evidence **we** reasonably ask for.

7 Damaged insured equipment

You must retain any **insured equipment** that has been damaged to allow **us** to inspect it.

8 Salvage

Where **we** have covered any property that has been damaged **we** can keep the damaged item (known as salvage). **You** cannot abandon any property to **us**.

9 Recovering from others

Sometimes it may be possible to recover amounts **we** have paid under the **policy** from a third party. **You** must provide **us** with all reasonable assistance to make a recovery. **We** will do this in **your** name but at **our** expense.

10 Recovered property

If **your** property is recovered after **we** pay a claim, **we** will be entitled to the ownership of the property. However, **we** will give **you** the option to buy it back from **us** within 60 days of its recovery and in such circumstances **we** will charge **you**:

- a. the amount that **we** paid for **your** claim; and
- b. any loss adjusters fees **we** paid in dealing with **your** claim; and
- c. any further expenses that **we** have incurred in recovering the property.

11 Fraudulent claims

If a claim made by **you** or anyone acting on **your** behalf or any other person claiming to obtain benefit under this **policy** is fraudulent or exaggerated whether ultimately material or not or if any **damage** is caused by **your** wilful act or with **your** connivance **we** may at **our** option

- (a) repudiate the claim
- (b) recover any payments already made by **us** in respect of the claim
- (c) cancel the **policy** from the date of the fraudulent act

If **we** cancel the **policy** **we** will notify **you** in writing by registered post to **your** last known address

12 Travel by airline

Whilst travelling by airline **you** must take all reasonable action to ensure any **damage** which is the responsibility of the airline is accepted by them. This includes the following actions required by **you**:

- a. check the instrument before leaving the departure lounge;
- b. check the instrument upon arrival at **your** destination airport or transfer airport and before leaving the baggage reclaim area;
- c. notify the airline staff immediately, and before leaving the airport, of any **damage**; and
- d. comply with any instructions the airline staff give **you** including those relating to obtaining and completing a property irregularity or damage report.

13 Travel by other forms of public transport

If your **insured equipment** is lost whilst **you** are travelling by bus, train or other form of public transport **you** must take all reasonable action to ensure the loss is investigated by the relevant transport authority. This includes the following actions required by **you**:

- a. notify the public transport authority within 24 hours and comply with any instructions they give **you** to follow their lost property procedures;
- b. request that any CCTV footage which may be available to help the investigation is checked promptly, before it is deleted from the CCTV system.

Section 1 – Musical instruments

What is covered

We will insure **you** against **damage** occurring within the **geographical limits** during the **period of insurance** to **insured equipment** and **musical accessories** whilst being used or stored by **you** or whilst **loaned**.

Additional cover

1. Additional instruments

We will also insure **you** against **damage** occurring within the **geographical limits** during the **period of insurance** to any additional musical instruments not insured under any other insurance policy that **you** become legally responsible for whilst being used, stored or transported by **you** providing that **you** tell **us** the additional value within 14 days and pay the appropriate premium.

The most **we** will pay for additional musical instruments during the **period of insurance** is €3,500.

2. Alternative hire costs

We will also insure **you** for the necessary and reasonable cost of hiring an equivalent alternative musical instrument where **your insured equipment** is awaiting repair or replacement following **damage** for which payment has been made or liability admitted by **us** under this **policy**.

We will only pay hire costs if the instrument is required so that **you** can participate in a lesson or performance scheduled before the **damage** occurred.

The most **we** will pay for alternative hire costs during the **period of insurance** is €1,000.

3. Transportation costs

We will also insure **you** for the necessary and reasonable costs of travel, postage or courier fees to transport **your insured equipment** to and from a repairer following **damage** for which payment has been made or liability admitted by **us** under this **policy**.

The most **we** will pay for travel, postage or courier fees during the **period of insurance** is €250

What is not covered

We will not make any payment for:

1. the **excess** shown in the schedule.
2. **damage** to replaceable items including strings, reeds and drumheads fitted to the instrument;
3. **damage** to any computer equipment or laptop other than **insured equipment** or **your musical accessories**;
4. theft from any unattended premises unless all doors and all ground and basement level opening windows and any upper floor opening windows or skylights accessible from roofs, balconies, fire escapes, canopies, downpipes and other features of the building have been securely locked and the theft involves entry to, or exit from the premises by forcible and violent means;
This does not apply to **your insured equipment** which has been left at any school, classroom or storeroom under the direction of an educational authority or rehearsal room, concert hall, examination room or music venue under the direction of the music organiser, conductor or examiner for less than 48 hours;
5. theft by any person to whom **you** have **loaned** the **insured equipment** or **musical accessories**;
6. **damage** to **your insured equipment** or **your musical accessories** while stored at any private residence which is rented, let or sublet by **you** to another person, unless it involves entry to, or exit from the premises by forcible and violent means;
7. **damage** to **your insured equipment** or **your musical accessories** while stored at any property which has been left unoccupied for more than 60 consecutive days;
8. **damage** caused by wear and tear, rot, fungus, mould, vermin or infestation, or any gradually operating cause;
9. **damage** caused to **your insured equipment** or **your musical accessories** while being worked on, maintained, repaired, inspected or cleaned;
10. **damage** occurring during transit by vehicle unless the **insured equipment** is packed securely in a protective case designed to be used with the **insured equipment** or is packed by a professional transit company;
11. **damage** caused by dryness, humidity, dampness, condensation, frost, dust, pollution, contamination, shrinkage or being exposed to light or extreme temperatures;
12. any reduction in the value of an item that has not suffered **damage** because it forms part of a pair or set;
13. **damage** to any electrical or mechanical equipment directly resulting from its own breakdown, explosion or collapse;
14. any failure by any equipment, including any hardware or software, to correctly recognise any given date or to process any data or to operate properly due to any failure to correctly recognise any given date;
15. confiscation, nationalisation, requisition or destruction of or **damage** to property by or under the order of any government or public or local authority;
16. **damage** caused to **your insured equipment** while left in any unattended vehicle, unless unattended vehicle cover is shown as included in the schedule;
17. deliberate **damage** to or neglect of **your insured equipment** by **you**;
18. **damage** arising from **your** failure, to follow the maker's or manufacturer's guidelines and instructions for the proper care and use of **your insured equipment** or **your musical accessories**;
19. any repair or replacement following **damage** that was not authorised by **us**;
20. the cost of any routine repair, inspection, maintenance, cleaning or adjustment where no **damage** has occurred;
21. any loss of use or expense incurred through not being able to use **your insured equipment** or **your musical accessories** following **damage** but this clause does not apply to the cover provided under this **policy** for **alternative hire costs**;
22. **damage** arising from any manufacturing or design fault or inherent defect in **your insured equipment** or **your musical accessories**;
23. **damage** arising from customisation or upgrades made to **your insured equipment** or **your musical accessories**;

24. **damage** to any **insured equipment** that has been **loaned** by **you** for a fee;
25. any **insured equipment** over €25,000 which has been **loaned** without a fee unless **you** have informed **us** and **we** have agreed in writing.

How much we will pay

We will pay up to the **amount insured** shown in the schedule unless limited below.

Repair or payment

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

1. for **insured equipment** and **musical accessories** that can be economically repaired, the cost of the repairs. In the event of partial **damage to** any **insured equipment** or **musical accessories**, **we** will pay the cost of repair and any resulting depreciation in value;
2. for **insured equipment** and **musical accessories** that cannot be economically repaired, the market value of the **insured equipment** and **musical accessories** immediately prior to the **damage**.

This will be arrived at taking into account the cost to replace the item with the same item of a similar age and make.

This applies unless an alternative basis of settlement is shown in the policy schedule.

We will not pay more than the **amount insured** shown in the schedule for any item.

Under insurance

If at the time of **damage**, the **amount insured** is less than 85% of the market value of the **insured equipment** and **musical accessories** immediately prior to the **damage**, the amount **we** pay will be reduced by the same proportion as the under insurance.

Section 2 – Public liability

Definitions used in this section

Costs and expenses

1. Any reasonable legal costs and expenses incurred with **our** prior agreement to investigate, settle or defend a claim under this section; and
2. claimant's costs and expenses recoverable from **you**.

Injury

means bodily or mental injury or illness, including death.

Property damage

means loss of or damage to physical property.

What is covered

We will cover **your** legal liability to pay damages to any other person for **injury** or **property damage** occurring during the **period of insurance** in the **geographical limits**, where **your** liability arises as a result of **your** ownership or use of **your insured equipment** or **your musical accessories**.

We will also provide this cover for up to 90 days in total during the **period of insurance** outside the **geographical limits** unless otherwise agreed by **us** in writing on the policy schedule.

What is not covered

1. **Property damage** to property which:
 - a. belongs to **you**; or
 - b. is held in **your** care or is controlled by **you**.
2. Any liability arising from any trade, business or profession involving **you** or **your** family.
3. Injury to **you** or **your** family.
4. Any liability arising from the use, ownership or operation of any:
 - a. motor vehicles or caravans;
 - b. aircraft or flying object including drones; or
 - c. watercraft.
5. Any liability arising from breach of contract, unless **you** would have been liable if the contract did not exist.
6. Any liability for fines, penalties or damages designed to punish **you**.
7. Any liability to any employee or anyone working for **you**, other than domestic staff.

How much we will pay

We will pay up to the limit of indemnity shown in the schedule.

All claims arising from the same accident, incident or event will be treated as one claim. **We** will only pay up to one limit of indemnity for all such claims.

Where **we** have accepted a claim under this section of the **policy**, **we** will also pay **costs and expenses**. These are payable in addition to the limit of indemnity, unless the claim is brought within the legal jurisdiction of the United States of America or Canada.

If a payment greater than the limit of indemnity has to be made for a claim, **our** liability for **costs and expenses** will be limited to the same proportion that the limit of indemnity bears to the amount paid.

At any stage we can pay **you** the applicable limit of indemnity or what remains after any earlier payment from that limit. Excluding any claim brought within the legal jurisdiction of the United States of America or Canada, **we** will in addition pay **costs and expenses** already incurred at the date of **our** payment. **We** will then have no further liability for those claims or their **costs and expenses**.

This contract is underwritten by:
Ecclesiastical Insurance Office plc.

Our FCA register number is 113848.
Our permitted business is general insurance.

**You can check this on the
FCA's register by visiting the
FCA's website**

www.fca.org.uk/register

**or by contacting the FCA on
0044 207 066 1000**

If you would like this booklet in large print, braille, on audio tape or computer disc please call us on

01 619 0300.

You can also tell us if you would like to always receive literature in another format.

UNDERWRITTEN BY



IN ASSOCIATION WITH:



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