

# MUSICOVER

*for all musical/electronic instruments and associated equipment*

*arranged by*

## GOLDEN VALLEY INSURANCE SERVICES

The Olde Shoppe, Ewyas Harold, Herefordshire, HR2 0ES  
Great Britain.

Tel: 01981-240536 or 241062 Fax: 01981-240451

Email: gvinsurance@aol.com

**UNDERWRITTEN BY CERTAIN UNDERWRITERS AT LLOYDS**

### **SECTION 1. MUSICAL INSTRUMENTS AND ASSOCIATED EQUIPMENT**

**All equipment insured under the certificate attaching to this certificate wording will be insured for loss by the following causes:-**

1. *Accidental damage (but not accidental loss or mysterious disappearance)*
2. *Theft*
3. *Fire, explosion, lightning, earthquake*
4. *Storm and flood*
5. *Riot, civil commotion, strikes, labour & political disturbances*
6. *Malicious damage or vandalism*
7. *Falling trees or parts thereof*

#### ***Exclusions:-***

1. The first 20% of each and every claim for theft from an unattended vehicle
2. The first 10% of each and every claim for all other types of loss or damage

#### ***Geographical limits:-***

1. Premises Only.
2. Within the United Kingdom, Channel Islands and Isle of Man.
3. UK/Europe or Worldwide:- only if the appropriate premium has been paid for the extended cover.

**Warranties:- It is warranted that all unattended vehicles shall be securely locked.**

*The sum insured must represent the replacement cost of all insured equipment and the Insured must ensure that values are reviewed at least annually and any adjustment be made. If the sums insured do not represent full replacement cost, then the insurers reserve the right to apply average in the event of a claim, unless provision was made at inception of the cover for the sums insured to be based upon secondhand values.*

## **SECTION 2. PERSONAL ACCIDENT**

To cover bodily injury which is caused by an accident occurring during the period of insurance and which, within 24 (twenty-four) days of the date of such accident independently results in death or disablement arising directly from use of the insured equipment.

### **PERSONAL ACCIDENT SCHEDULE OF BENEFITS:-**

Death	£5,000
Loss of one limb	£2,500
Total loss of sight of one eye	£2,500
Loss of two limbs	£5,000
Total loss of sight of both eyes	£5,000
Loss of one limb and one eye	£5,000

**Exclusion:-** *Suicide or any injury which is self-inflicted.*

## **SECTION 3 -- LEGAL EXPENSES**

**COVER.** The cost of

1. Pursuing claims for damages against a Third Party who has caused you or a member of your family death or injury, including death or injury whilst a passenger in a motor vehicle or is not in a vehicle but is hit or avoids being hit by one.
2. Your legal rights in a contractual dispute arising from an agreement which you have for buying or hiring services. The amount in dispute must be more than £100 and the agreement must have been entered into during the period of insurance.
3. Your legal rights in a contractual dispute arising from an agreement which you have for selling any goods. The amount in dispute must be more than £100 and the agreement must have been entered into during the period of insurance.
4. Defence of your legal rights, if an event arising from your work as an employee leads to your being prosecuted in a criminal court or civil action being taken against you under the Race Relations Act 1976, the Sex Discrimination Act 1975 or section 22 or 23 of the Data Protection Act 1984.
5. maximum payable for all claims resulting from one or more event arising at the same time or from the same cause, is £25,000.

*This section of the cover has been arranged in conjunction with DAS Legal Expenses Insurance Company Ltd. and full details of cover, principal exclusions, claims procedure and 24 hour Helplines are shown on the enclosed separate Family Legal Protection Policy. **The policy is for personal legal expenses only and does not apply to business disputes or contracts.***

**NO CLAIMS BONUS:** Providing no claim is made during the period of the insurance, the following no claims bonus scale shall apply at renewal and shall be deductible from the premium for equipment cover, building up to a maximum of 15%.

**1st year: 5% discount    2nd year: 10% discount    3rd year: 15% discount**

**CLAIMS PROCEDURE:** In the event of a claim, a claim form must be obtained from Golden Valley Insurance. If the claim is for theft, the police must be notified within 24 hours of the occurrence. **All claims must be notified to Golden Valley Insurance within 10 (ten) days of the occurrence giving rise to a claim.**

**CLAIMS SETTLEMENT:** Our liability in respect of loss arising out of one occurrence shall not exceed the amount stated against each item on the certificate. Where any item(s) is/are not specified on the certificate of insurance, the value of such item(s) shall be deemed not to exceed £50.00 (fifty pounds) each. **The insurers reserve the right to replace equipment wherever practicable.** If the sums insured are found to be less than replacement cost, then average may be applied. For example, if your sum insured only covers half of the cost of the item(s) lost or damaged, we will only pay half of the cost of repair or replacement. *(The application of average shall not apply where it was agreed at inception of this insurance to insure at secondhand value.)* Underwriters reserve the right to appoint loss adjusters in respect of claims.

**If the annual premium has not been paid in full (e.g. where payment is being made on an instalment basis) and there are monies outstanding, the balance of premium shall become payable to Golden Valley Insurance Services prior to claim settlement. It is a condition that the premium for the year shall have been paid in full.**

**Where a claim has been made under this certificate** and a settlement has been made to the Insured, there shall be **no refund** if the insurance is subsequently **cancelled**.

### **REINSTATEMENT OF COVER ON ITEM(S) REPLACED FOLLOWING A CLAIM**

Where there has been a valid claim which has been accepted by the Insurers and equipment has been replaced, there shall be an additional premium payable for reinstatement of cover on the replacement equipment, calculated on a pro-rata basis from the date of reinstatement up to the original renewal date.

**MID-TERM CANCELLATION:** If the insurance is cancelled within the first 2 months of the certificate from inception date, then the Insured shall be entitled to a refund of no more than 80% of the annual premium. If this insurance is cancelled after the first 2 months, then the Insured shall be entitled to a refund of premium paid for the unexpired portion of cover (i.e. the number of days from cancellation date up to expiry date of the insurance). If there has been a claim under this certificate, there shall be **no refund** of premium whatsoever.

### **GENERAL CONDITIONS**

1. You (and any other person to whom this insurance applies) must at all times take reasonable precautions to prevent loss.
2. In the event of any occurrence which may give rise to a claim under this insurance, you must
  - a) without unnecessary delay give notice and full particulars in writing to us and provide all information and assistance which we may reasonably require.
  - b) where appropriate, take all practical steps (including notification to the Police) for tracing and recovering any items stolen or lost as a result of attempted theft.
  - c) you must refund to us such proportion of the sum allowed by way of compensation as any amount recovered bears to the value of the items lost.
3. If, at the time any claim arises under this insurance, there is any other insurance covering the same loss, we shall not be liable to contribute more than our rateable proportion.
4. If any claim is in any respect unfounded or fraudulent, all benefit under this insurance shall be forfeited.
5. If any difference arises as to the amount to be paid under this insurance, such difference shall be referred to an arbitrator to be appointed by the parties in accordance with statutory provisions. Where any difference is to be referred to arbitration, the making of an award shall be a condition precedent to any right of action against us.
6. We may cancel this insurance by sending 30 days' notice by recorded delivery to your last known address and you become entitled to the return of premium corresponding to the unexpired period of insurance.
7. The observance by you of the terms of this insurance and the truth to the best of your knowledge and belief of the statements and answers in the proposal are conditions precedent to our liability.

## GENERAL EXCLUSIONS

1. Any consequence, whether direct or indirect, of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, riot or civil commotion or loot or pillage in connection therewith.
2.
  - a) Any expenses or consequential loss arising from the loss of or damage to musical instruments and other equipment
  - b) Any legal liability of whatsoever nature
  - c) Any legal liability directly or indirectly caused by or contributed to by or arising from
    - (i) ionising radiations or contamination by radioactivity from any nuclear waste from the combustion of nuclear fuel
    - (ii) the radioactive toxic explosive or other hazardous property of any explosive nuclear assembly or nuclear component thereof.
3. Loss destruction or damage directly or indirectly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
4. Loss, damage or expense caused directly or indirectly by, or resulting from, wear and tear, gradual deterioration, termites or other insects, vermin, inherent vice, latent defect, mechanical or structural or electrical defect, breakdown or failure, rust, corrosion, dampness of atmosphere, extremes in temperature, cracks in wood due to age, retuning, overhaul or actual work or process being carried out on the insured equipment, strings, reeds or drumheads.
5. We will **NOT** pay for any equipment, integrated circuit, computer chip, computer software and any other computer-related equipment which fails to recognise correctly a date change.
6. 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 or any consequential loss:
  2. any legal liability of whatsoever nature

directly or indirectly caused by or contributed to by or arising from:

- i) computer viruses, erasure or corruption of electronic data;
- ii) the failure of any equipment to correctly recognize the date or change of date;

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

7. 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 or any consequential loss
  2. any legal liability of whatsoever nature
  3. death or injury to any person

Directly or indirectly caused by or contributed to 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

For the purposes of this exclusion “terrorism” means any act(s) of any person(s) or organisation(s) Involving:

- i) the causing, occasioning or threatening of harm of whatever nature and by whatever means
- ii) putting the public or any section of the public in fear

In circumstances in which it is reasonable to conclude that the purpose(s) of the person(s) or organisation(s) concerned are wholly or partly of a political, religious, ideological or similar nature.

## **OPERATION OF COVER**

The proposal made by you is the basis of and forms part of this contract. We will provide insurance within the terms of this certificate (or as varied by endorsement) in respect of events occurring anywhere within the geographical limits during the period of insurance, or any subsequent period for which you pay and we agree to accept a renewal premium.

Signed on behalf of the Insurer

*Sharron L. O'Gorman*

for and on behalf of Golden Valley Insurance.

## **CUSTOMER SERVICE**

We are pleased to inform you of how Lloyds meets its obligations under the following legislation, which applies for all contracts where the Insured is "an individual".

## **NOTICE TO THE INSURED**

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.

## **OUR SERVICE COMMITMENT TO YOU.**

Our aim is to ensure that all aspects of your insurance are dealt with promptly, efficiently and fairly. At all times, we are committed to providing you with the highest standard of service. If you have any questions or concerns about your policy or the handling of a claim, you should, in the first instance, contact Golden Valley Insurance Services. In the event that you remain dissatisfied and wish to make a complaint, you can do so at any time by referring the matter to the Complaints Department at Lloyd's. Their address is:-

Complaints Department  
Lloyd's  
One Lime Street  
London  
EC3M 7HA  
Tel: 020-7327-5693  
Fax: 020-7327-5225  
Email: [Complaints@Lloyds.com](mailto:Complaints@Lloyds.com)

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 complaint process.

## **DATA PROTECTION ACT 1998**

It is understood by the Assured that any information provided to the Underwriters regarding the Assured will be processed by the Underwriters, in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties. NMA2863 (22.6.00).

## **CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999 CLARIFICATION CLAUSE**

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. NMA2852.

### **How to Cancel this Insurance**

If you decide that you do not wish to proceed then you can cancel this insurance by writing to Golden Valley Insurance Services within 14 days of either:-

- The date you receive your policy documentation; or
- The start of the period of insurance

whichever is the later. Providing you have not made any claims we will refund any payment you have made.