

Introduction

This is a summary of the E&L[®] Musical Equipment Insurance policy, it details all the sections of cover available, however, some sections may not apply to your chosen plan. Details of your plan type, level of claimable benefits and sections of cover can be found in the Policy Schedule / Advance Notice, and the terms and conditions contained in the Policy Wording.

This Summary is a synopsis of cover, You must always read your Policy Schedule and Policy Wording fully.

IMPORTANT DEFINITIONS:-

Musical Equipment - unspecified items with a value of less than £150 and items or collections valued over £150 as shown on the specified insured items list, this can include musical instruments, sound equipment, stands, disks, tapes, cases, lighting, props etc.

Home - Your place of residence but does not include garages or outhouses which are not attached to or form part of your home, or sheds, or any other structures within the boundaries of the property.

Please note **you** are obliged to inform **us** of any material fact that affects the risks **we** insure. If **you** are in any doubt whether a fact is material, **you** should disclose it.

Significant Features and Benefits

Significant or Unusual Exclusions and Limitations

Section 1 - Theft, Damage and Accidental Loss

Exclusions applying to section 1

Your equipment will be protected within the geographic limits stated against: (a) accidental loss; (b) damage; (c) theft at Your Home or Studio, Concert or Gig or in direct transit to a Concert or Gig. Your insured items are covered if they are left in an unattended vehicle provided that the Policy Schedule shows an 'All Risk' policy has been purchased and the appropriate premium has been paid to the Company.

Section 2 - New for Old

Exclusions applying to section 2

Following the total loss of an insured item(s) due to an insured peril as detailed in section 1, occurring within 1 year of new (yearly policies) or 2 years of new (monthly policies), replacement will be based upon the sum insured or new market value if less.

Section 3 - Hire of Replacement Equipment

Exclusions applying to section 3

Cover for expenses necessarily incurred in the hiring of replacement equipment as a result of an insured peril as detailed in section 1, up to a maximum of 20% of the total sum insured (subject to a maximum hiring cost of £4000) or as stated in the schedule.

- Costs incurred without our prior written agreement.

Section 4 - Personal Accident

Exclusions applying to section 4

We pay up to the amount specified in the Schedule if the first-named proposer sustains bodily injury (defined below) from using the insured articles and this leads to his/her: (a) death; (b) total and irrecoverable loss of auditive power; (c) total and irrecoverable loss of sight; (d) total and irrecoverable loss of limbs; (e) permanent total disablement entirely preventing any and every occupation. Compensation is not payable under more than one of the benefits of this section for the consequences of one accident.

- Any person over the age of 70 or under 18. Any pre-existing medical condition. Any consequences of pregnancy, childbirth or influence of drugs/alcohol. Losses except those caused in connection with an insured loss under any other section of this policy.

Section 5 - Public Liability

Exclusions applying to section 5

Your legal liability to a third party, for damages and costs arising out of your use of the insured items.

- Death, bodily injury, loss or damage to you or any property owned, held in trust, in the charge of or under the control of you, any person handling the insured items with or without your permission and consent, any person that lives with you, any member of your immediate family, your agent or licensee, any person in the course of their employment or under a contract of service or apprenticeship with you, guest, employer or any person with whom you have a contractual or business relationship.

Section 6 - All Risks

Exclusions applying to section 6

Covers any item detailed as 'All Risk' up to the amount specified in the schedule for any loss, theft, destruction or damage occurring anywhere in the UK. **Cover includes 120 days Worldwide cover within a 365 day period, provided that All Risk cover is shown on the schedule.**

Optional Extension - Unattended Vehicle Cover

Exclusions applying to Optional Extension

Your insured items are covered if they are left in an unattended vehicle, provided the optional extension is shown on the schedule as being applicable to an 'All Risk' policy and the additional premium has been paid to the company.

General Exclusions & Limitations that apply to 2 or more policy sections

- Any item or set of items (e.g. cd collection), if it is not specified in the schedule.
- Theft from any vehicle or premises unless forcible and violent entry or exit was used causing substantial damage.
- Theft from any vehicle or premises unless our required security requirements detailed in the policy are adhered to.
- Loss or damage: (a) arising solely from electrical or mechanical breakdown; (b) from anywhere except a defined place or during specified time span no greater than 24 hours.
- Any loss of or damage to property left unattended in the open or in a public place, such as a train or bus station, streets, car parks or communal areas.
- Anything when a building housing the insured items is untenanted or unoccupied for more than 21 days continuously.
- An excess is applicable on most sections of cover and varies dependent on your plan type. (Please see policy schedule for full details).
- Films, batteries, fuses, computer software, bulbs, strings, reeds, valves, leads or other consumable items.
- Loss of revenue howsoever caused.
- We do not cover any loss, injury, damage, illness, death or legal liability, directly or indirectly, caused by, happening through, in consequence of or contributed to by Influenza or any derivation or variant thereof.

Policy Summary - Security Requirements

In taking out the policy, You make the following warranties (promises). We are not liable if You do not keep to them.

Accidental Damage

Instruments and equipment will only be covered if items are transported in a rigid bodied case.

Requirements when inside Your home or Studio

All Equipment

1. All insured items are kept inside the risk address at all times unless You have opted for 'All Risk' cover and this is noted on the Schedule and the additional premium has been paid.
2. Premises housing insured items must meet the following requirements.
 - (a) A lock approved to British Standard 3621 or a mortice deadlock, of at least five levers must be fitted to all entrance doors;
 - (b) Key-operated security devices must be fitted to all opening windows, openings, skylights and the like on all floors including basements;
 - (c) When Your household has retired for the night (or in any event between 9pm and 8am) all external doors and windows must be secured as above, except occupied bedrooms on the first floors or above which may have one window ajar for ventilation. Any alarm system must be fully operational and 'set'; premises with alarms must have a system that is maintained in good order.
 - (d) Be constructed of brick, stone, slate or tile.

Equipment valued over £20,000

In addition to the requirements above, a National Approval Council for Security Systems (Nacoss) approved alarm must be fitted and used.

Requirements when on the road/stored in a vehicle

All Equipment

1. When in a vehicle any insured items must be
 - (a) in a locked and separately secure boot.
 - (b) in a locked rear storage area of a hatch-back, four-wheel drive, estate car, MPV or SUV subject to a factory fitted cover being in place, and where not available, kept out of sight. If stored in these vehicles a minimum of a Thatcham approved Category 3 steering lock immobiliser must be fitted to the vehicle.
 - (c) in a locked rigid bodied van, mini-bus or campervan providing the windows have been obscured and providing the item of property insured is in a compartment of the vehicle not accessible from the drivers area or, where the compartment is accessible is out of sight.
2. Vehicles and premises when left unattended must have all doors, windows, windscreens, sunroofs and other openings left closed and properly fastened; and they must be securely locked with keys removed. Any special protections must be put in to full and effective operation.
3. The vehicle must be taxed, insured and hold a current MOT (if required).
4. Theft must have been shown to have been via forcible and violent entry or exit causing substantial damage.

Equipment valued over £15,000 (or an individual item over £3000)

In addition to the requirements above, the vehicle must be fitted with a Thatcham category 1 or 2 alarm/immobiliser.

Note: If the immobiliser is not factory fitted, it must have been installed by a member of a Vehicle Security Installation Board.

Requirements when at premises open to the public

1. When insured equipment is in premises open to the public and is not being used or attended, it must be locked in a separate and secure area not accessible by anyone except You, and be secured by a five-lever lock to British Standard 3621. Any security systems must be put into full effective operation.

How long the insurance lasts (the term)

Policy term is as agreed and stipulated in the policy schedule and is one of the following:

Yearly policy - Runs for 365 days from the commencement date shown on the policy schedule. This type of policy automatically renews annually. Lunar Monthly - Runs for and premiums are collected on, equal periods of 28 days. This type of policy automatically renews every 28 days. Calendar Monthly - Runs for and premiums are collected on a calendar month basis. This type of policy automatically renews every calendar month. Automatic renewal is subject to receipt of premium.

Policy alteration & cancellation rights

Policy Alteration & Duplicate Documents

If you wish to make a change to your policy after the first 14 days of policy inception, a £10 administration fee applies to any amendments made. Any increase or improvement in cover will be subject to a 14 day deferment period.

Should you request additional copies of your policy documentation to be issued by post, there will be a £10 "replacement documents" charge in respect of this.

Cancellation Rights

You can cancel at any time.

If you cancel within the first 14 days of policy inception, and no claim has been made, you will receive a full refund of any premium paid. If you have a monthly policy, cover will be cancelled with effect from the date your next policy premium is due.

If you have an annual policy and have not made a claim, a return of premium will be issued in accordance with our cancellation rates, as follows:

Time on risk	Percentage of premium returned	Time on risk	Percentage of premium returned
One month	80% less £10	Six months	30% less £10
Two months	70% less £10	Seven months	25% less £10
Three months	60% less £10	Eight months	20% less £10
Four months	50% less £10	Over nine months	Nil
Five months	40% less £10		

If you have made a claim, you will not be entitled to any refund.

We may cancel this insurance at any time, in which case, we will return the premiums paid, in accordance with the above table. Our liability then ceases immediately but without affecting your or our rights under the policy up to the cancellation date. Notice will be treated as sufficiently given if posted to your last known address. Following the cancellation charge, no refund will be made of any amount equal to or less than £25.

Should you wish to alter your policy or cancel it please contact our office. This can be done in writing at the address noted below, by phone on 03300 243 360, fax 03300 242 971 or by emailing policyadmin@eandl.co.uk. For alterations and cancellation at renewal please write to the address noted below, telephone 03300 243 360, fax 03300 242 971 or email renewals@eandl.co.uk. If you have not received an acknowledgement from us within 14 days of sending details, you must post the details by recorded delivery.

If you wish to appeal against any decision regarding the administration of your policy (new business, mid-term or renewal), please write to the Customer Contact Manager. If you wish to submit a formal complaint, please refer to our Complaints Handling Procedure.

How to make a claim on your policy

On discovering any accident, illness, loss, destruction or damage giving rise to a claim under the policy, you must give full details as soon as possible to our head office. This can be done in writing at the address noted below, by phone on 03300 243 438, fax 03300 242 971 or by emailing claims@eandl.co.uk. If you have not received an acknowledgement from us within 14 days of sending details, you must post the details by recorded delivery. You must co-operate fully and truthfully to give us any information we may need.

If you wish to appeal against a decision made regarding your claim (including the assessment or the outcome), please write to the Claims Manager. If you wish to submit a formal complaint, please refer to our Complaints Handling Procedure.

Complaint Handling Procedure (your legal rights remain unaffected)

If you are unhappy with any aspect of our service and wish to make a formal complaint, please put your complaint in writing and address your complaint to the General Manager. We will issue a response within 8 weeks from the date we receive your complaint.

All correspondence should be addressed to The Equine and Livestock Insurance Company Limited, Thorpe Underwood Hall, Ouseburn, York YO26 9SS.

If you do not receive satisfaction through our internal complaints handling procedure, you may refer your complaint to the Financial Ombudsman Service, Exchange Tower, London, E14 9SR (tel: 0800 023 4 567 or 0300 123 9 123, email: complaint.info@financial-ombudsman.org.uk, website: www.financial-ombudsman.org.uk) within 6 months of the date of the General Manager's response.

Details about our Regulators

Entertainment & Leisure Insurance Services Ltd. is an appointed representative of The Equine and Livestock Insurance Company Limited, Thorpe Underwood Hall, Ouseburn, York, YO26 9SS which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. The Equine and Livestock Insurance Company Limited's Financial Services Register Number is 202748.

You can check this on the *Financial Services Register* by visiting the FCA's website <http://www.fsa.gov.uk/register/home.do> or by contacting the FCA on 0800 111 6768.

Financial Services Compensation Scheme (FSCS)

Under the Financial Services and Markets Act 2000, should this firm be unable to meet all its liabilities to the policyholders, compensation may be available. Insurance advising and arranging is covered for 90% of the claim without any upper limit. Information can be obtained on request, or by visiting the Financial Services Compensation Scheme website at www.fscs.org.uk.

The Equine and Livestock Insurance Company Limited Postal address

The Equine and Livestock Insurance Company Limited, Registered in the UK. Reg. Office: Thorpe Underwood Hall, Ouseburn, York YO26 9SS.

This scheme is underwritten by The Equine and Livestock Insurance Company Limited which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority no. 202748.