



LARK MUSIC

INSURANCE

Part of **HOWDEN**

*Musical  
Instrument  
Dealers  
Wording*

# Musical instrument insurance

This Policy Wording, along with the Proposal Form, **Schedule**, and any **Endorsement(s)** attached form your contract of insurance.

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

Please read this Policy Wording, together with any **Endorsement(s)** and **your Schedule**, very carefully. If it is incorrect, return it immediately for alteration.

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

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

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

## COOLING OFF PERIOD

**You** have a 14 day cooling off period from the inception date shown on **your Schedule**, or the date on which **you** receive **your** insurance documents whichever is the later. If you wish to cancel within the cooling off period, providing you have made no claims we will return **your** premium in full less an administration charge of GBP25.00 (or currency equivalent).



# Definitions

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



# The cover

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

## HOW MUCH WE WILL PAY

Where it is economical to do so, **we** will at **our** option, repair, replace or pay for the lost or damaged insured item(s) limited for each item to the cost price plus 30% or selling price less 20%, whichever is the higher as ascertained by **you**. However, in no event will we pay more than the current market valuation. We reserve the right to obtain a third party valuation in the event of loss or as separately specified in the **Schedule**.

In the event of a partial loss of or damage to any insured item(s) we will pay the cost and expense of restoration plus any resulting depreciation but not exceeding for each item the cost price plus 30% or selling price less 20%, whichever is the higher as ascertained by you. However, in no event will we pay more than the current market valuation. **We** reserve the right to obtain a third party valuation in the event of loss or as separately specified in the **Schedule**.

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



# What is not covered

This insurance does not cover:

- A. Any **excess** and/or voluntary **excess** as stated on your **Schedule**.
- B. Breakage of strings, reeds or drumheads while the instrument is being played.
- C. Loss of or damage to any insured instrument whilst in or on any motor vehicle owned by or under the control of **you** or **your** employees which is left unattended without an authorised occupant.
- D. Loss or destruction of, or damage to, any property whatsoever, or any loss or expenses whatsoever resulting or arising 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 recognise the date or change of date.
- E. Loss or destruction of, or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising directly or indirectly caused by 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 nuclear component thereof
  - (iii) nuclear reaction, nuclear radiation or radioactive contamination.
- F. Loss or damage as a consequence of riot or civil commotion happening outside of the United Kingdom.
- G. Any loss or damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation, or detention or nationalisation or requisition or destruction to property by or under the order of any government or public or local authority.
- H. Damage to internal mechanisms unless caused by a single identifiable external event.
- I. Loss or destruction of, or damage to any property whatsoever, directly or indirectly caused by corrosion, rust, dampness, dryness, dust, evaporation, shrinkage, change in colour or finish, chemical action or reaction, moth or vermin, wear and tear, gradual depreciation or inherent vice.
- J. Loss of or damage to any property whatsoever directly or indirectly caused by defects in operation, faulty or defective design, materials or workmanship or latent defect.
- K. Loss or damage caused by climatic and/or atmospheric conditions and/or extremes of temperature or light unless such loss or damage is caused by storm or fire.
- L. Loss or damage of any article, occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
- M. Loss or damage to insured item(s) whilst in the course of transit by air or postal or similar transit unless the insured item(s) is securely packed in a suitable protective hard case or container, or has been packed by a professional transit or removal company.
- N. Loss or damage arising out of a deliberate act by you or by anyone acting on your behalf.
- O. Loss or damage that is not directly associated with the incident that caused you to claim, unless expressly stated in this insurance.
- P. Loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from 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.

Furthermore, **we** do not cover 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 insurance the burden of proving the contrary shall be upon you.

In the event any portion of this **exclusion** is found to be invalid or unenforceable, the remainder shall remain in full force and effect.



# What is not covered

- Q. Loss or damage caused by or directly resulting from work done in the course of alteration or any refinishing, renovating, repairing, restoring or similar process.
- R. Losses discovered as a result of stocktaking and unexplained shortages.
- S. Loss or damage caused by or resulting from theft or dishonesty committed by or in collusion with any principal, shareholder (beneficial or otherwise), partner, director or other officer or any employee of yours, or any person acting on your behalf to whom your stock is entrusted or loaned unless in the custody of a competent professional transporter or commercial storage operator.
- T. Any claim in respect of the property insured hereunder, where the loss has been sustained by **you** consequent upon handing over such insured property to any third party, against payment by:
  - (i) Cheque, banker's draft, or any other form of money order, where such cheque, banker's draft or other form of money order, shall prove to be false, fraudulent or otherwise invalid or uncollectable for any reason whatsoever.
  - (ii) Cash, currency or bank notes which prove to be counterfeit, false or otherwise invalid for any reason whatsoever.
  - (iii) Credit card, where the use of the same has been false, fraudulent or invalid, or when payment of the amount due is uncollectable for any reason whatsoever.



# General policy conditions

## INFORMATION

In deciding to accept this insurance and in setting the terms, **we** have relied on the information **you** have given **us**. **You** must make sure that all information is accurate and that **you** have not withheld any facts that might have influenced **our** decision having made reasonable enquiry of senior management (those playing a significant role in making decisions about how **your** business activities are managed or organised) and **your** insurance team (including your insurance broker). If **you** are in any doubt as to what information needs to be disclosed or the extent of any search required to meet your disclosure obligations, **you** should speak to Lark Music.

## CHANGE IN CIRCUMSTANCES

**You** must tell **us** about any changes in circumstances, or to the information **you** have provided to **us**, which occur before or during the period of insurance which may affect this insurance. **We** may then amend the terms of this insurance. If you are in any doubt, **you** should speak to Lark Music.

## NON DISCLOSURE AND MISREPRESENTATION

If **you** have not told **us** about, or have misrepresented, any facts or circumstances which are material to this insurance which might have affected **our** decision to give **you** insurance or the terms of **our** acceptance, depending on the nature of the non-disclosure or misrepresentation we have the right to;

- Avoid the contract if **we** would not have accepted the risk based on the new information. **Your** premium will be returned to **you** unless the non-disclosure or misrepresentation was either deliberate or reckless.
- Apply additional policy terms
- Charge an additional premium
- Decline to pay a claim, or reduce the amount payable (depending on whether the non-disclosure or misrepresentation is relevant to the particular claim)

Under the terms of the Insurance Act 2015, if an additional premium is due as the result of the revised disclosure of information, in the event of a claim the settlement amount will be reduced in that same proportion as the premium adjustment.

**We** have taken to the decision to opt-out of this part of the Act and will instead charge the additional premium due which will be deducted from the claim settlement amount.

## LAW AND JURISDICTION

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

## CANCELLATION

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

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

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

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

## DUE DILIGENCE

It is a condition of this insurance that **you** shall use due diligence and do and concur in doing all things reasonably practicable to avoid or diminish any loss or damage to the insured property.

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

## SANCTIONS LIMITATION CLAUSE

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



# General policy conditions

**LMA3100 – 15 September 2010**

## SEVERAL LIABILITY CLAUSE

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

**LSW1001**

## MINIMUM ADDITIONAL AND RETURN PREMIUMS

There will be no charge or refund of premium if the amount due is equal to or less than £10 (or currency equivalent)

## LANGUAGE DECLARATION CLAUSE

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

## GENERAL DATA PROTECTION REGULATION (GDPR)

Any information provided to us may contain personal data as defined in the GDPR, and will be used by us for the purposes of providing insurance, and handling claims, if any, in accordance with the requirements of the GDPR. This may necessitate providing such information to third parties, including organisations outside the European Economic Area. Under the GDPR, personal data may only be processed in accordance with the purpose for which it was provided, and there

must be a lawful basis for doing so. Our processing of your personal data in the provision of this insurance is undertaken under the lawful basis of 'Contract'. For further information about how we will process your personal data please read our Privacy Notice.

## 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.

## AUTHORISATION AND REGULATION

This endorsement confirms that all references to the Financial Services Authority (the 'FSA') in your policy documents has been deleted. With effect from 1st April 2013 the FSA was replaced with the Financial Conduct Authority (the 'FCA') and the Prudential Regulatory Authority (PRA) whose addresses are:

**The Financial Conduct Authority**  
25 The North Colonnade  
Canary Wharf  
London  
E14 5HS

**The Prudential Regulatory Authority**  
20 Moorgate  
London,  
EC2R 6DA

You can check these details on the FCA's register by visiting the website <https://register.fca.org.uk> or by contacting the FCA on **0800 111 6768**.





# Claims Conditions

## MAINTENANCE OF RECORDS

It is a condition of this insurance that **you** keep accurate records of all purchases, sales and other property in **your** care, custody or control and that such records shall be available for inspection by **us** or **our** representatives in the event of a claim being made.

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

## LOAN AGREEMENT

All consignments must be covered by an agreement. You and/or dealer are to retain copies of such notes. The agreement issued is to contain the following information: – Name and address of the consignee; – Date of loan; – Period of loan, or return date; – Description and value of item. It is a condition of this insurance that where items are loaned to a third party you and/or dealer are to obtain proof of identity (Passport, National ID Card or Driving Licence. All consignments must be covered by an agreement. **You** and/or dealer are to retain copies of such notes. The agreement issued is to contain the following information:

- Name and address of the consignee;
- Date of loan;
- Period of loan, or return date;
- Description and value of item.

It is a condition of this insurance that where items are loaned to a third party **you** and/or dealer are to obtain proof of identity (Passport, National ID Card or Driving Licence) and corresponding confirmation of the consignee's address and retain this information.

The agreement between **you** and any named dealer must contain terms/ obligations that the dealer must comply with regarding the steps taken to verify the identity of any third party consignee to whom the dealer may loan the item to.

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

## OWNERSHIP DISPUTES

**We** will not consider any claim under this insurance, directly or indirectly resulting from any dispute with any third party, contractual or otherwise where such third party is alleged to have failed to return or supply any item until **you** have secured a judgement wholly in **your** favour from a court, as specified in the jurisdiction applicable to this insurance, and that judgement has not been satisfied in whole or in part for a period of more than 12 months after the decision of the court was received by **you**.

**We** will only pay where:

- **You** can prove title to the items you are claiming for
- **You** agree to allow us to enforce any right which we shall become entitled to upon making any payment
- **You** can demonstrate any loss or damage is covered directly by this insurance

## PROTECTIONS AND MAINTENANCE

**We** do not cover loss or damage caused by theft or attempted theft unless all protections at the premises, including a burglar alarm where fitted, are fully activated whenever the premises is left unattended.

Where a burglar alarm system is fitted it must be regularly serviced and be under a contract of service by a reputable company. **You** must advise us immediately if for any reason the alarm is not working properly. **We** may then vary the terms and conditions of this insurance. If **you** fail to comply with the conditions above **we** will not have to pay any related claim.

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

## KEYS

It is a condition of this insurance that all keys and duplicate keys capable of operating alarms and all keys and duplicate keys of safes and strong rooms are removed from **your** premises when such premises are not open for business.

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



# Claims Conditions

## WHAT TO DO WHEN A LOSS OCCURS

You must:

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

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

## SUBROGATION

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

## FULL PAYMENT

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

## RECOVERED INSTRUMENTS

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

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

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

## FRAUDULENT CLAIMS

**You** must not act in a fraudulent manner.

If **you** or anyone acting with **you** or on **your** behalf:

- (i) makes a claim under the insurance knowing the claim to be false or fraudulently exaggerated in any respect, or
- (ii) makes a statement in support of a claim knowing the statement to be false in any respect or submit a document in support of a claim knowing the document to be forged or false in any respect, or
- (iii) makes a claim in respect of any loss or damage caused by **your** wilful act or connivance;

then we:

- a. shall not pay the claim
- b. shall not pay any other claim which has been or will be made under the insurance
- c. may at **our** option declare the insurance void
- d. shall be entitled to recover from **you** the amount of any claim already paid under the insurance since the last renewal date
- e. shall not return any premium
- f. may inform the Police of the circumstances

## OTHER INSURANCE

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





# LARK MUSIC

INSURANCE

Part of **HOWDEN**

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*For the love of music.*