



LARK MUSIC

INSURANCE

Part of **HOWDEN**

# Keynote Policy Wording

Dear Sir/Madam

I am delighted that you have chosen Lark Music to arrange your insurances.

As your insurance broker, we take our responsibility extremely seriously. No one wants to claim on their insurance policy, but if you do, I want you to feel that we have done everything we can to help you through the experience.

If you ever find any part of our service less than first class, please get in touch with me personally.

**Wynne Hamilton**  
Associate Director

# Welcome to Keynote

This product meets the demands and needs of an individual, group or organisation who wants cover for their musical instrument(s) and/or equipment in the event of loss, theft or accidental damage.

Allianz Musical Insurance does not provide advice or any personal recommendation about the insurance products offered.

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## How to Contact Us

**Phone:** 03331 886 582

**Email:** [keynote@larkmusic.com](mailto:keynote@larkmusic.com)

Monday to Friday 9am to 5pm

## How to Make a Claim

**Phone:** 03331 886 583

**Email:** [keynote.claims@larkmusic.com](mailto:keynote.claims@larkmusic.com)

Monday to Friday 9am to 5pm

# Important Information

## How Your Cover Works

**Your** Keynote insurance policy has two parts, these are **Your Policy schedule** (which includes **Your** statement of fact) and this policy wording. These should be read together as they form **Your** contract of insurance and contain the terms and conditions of **Your** coverage.

**Your Insured item(s)** will be shown on **Your Policy schedule** along with the **Sum(s) insured** of those items and any additional terms or conditions that apply to **Your** policy. **We** will settle any claims in line with the terms and conditions outlined in these documents for events that happen during the **Period of cover**. **You** will need to read **Your Policy schedule** and this policy wording together to fully understand **Your** coverage. If **You** do not comply with the terms and conditions stated it may result in **Your** claim being refused.

## Pay By Direct Debit?

If **You** pay by direct debit please contact Lark Music before **You** cancel the instruction to prevent any problems.

## Do We Have The Correct Details?

Please tell Lark Music as soon as possible if there are any changes to **Your** circumstances which could affect **Your** insurance. This could include:

- Any incorrect details on **Your Policy schedule**
- **Your** address or other contact details have changed
- **You** no longer own, or have on **loan**, any of the items covered under this insurance policy
- The replacement value of **Your** items has changed
- **You** are likely to reside outside of the **United Kingdom** for more than 6 consecutive months in any one year

Lark Music will then let **You** know if **We** need to make any changes to the terms or cost of **Your** insurance policy. If **You** do not let Lark Music know about changes to **Your** information it may affect the cover **We** provide or result in a claim not being paid.

## Is The Value of Your Items Correct?

Please ensure the **Sum(s) insured** for each **Insured item(s)** is the correct replacement cost.

Where relevant this should include the cost of refitting and installation. If **You** are VAT registered and **Your Insured item(s)** is owned by and used in connection with **Your** business this amount should exclude VAT if it is recoverable on those items. **We** will not amend the **Sum(s) insured** stated on **Your Policy schedule** unless **You** ask **Us** to. If at the time of a claim it is discovered that **You** have under-stated the **Sum(s) insured** then the most **We** will pay is the **Sum(s) insured** shown on **Your Policy schedule**.

## High Value Items?

Where **Your Insured item(s)** has a value of more than £10,000 it is important to take regular photographs showing the current condition from all sides. If **You** modify the items or the condition changes, then **You** should take additional photographs to show the changes. These photos will help **Us** to settle **Your** claim by ensuring the value and condition of **Your** item can be correctly determined.

## Geographic Limits

The **Geographic limit** that applies to each of **Your Insured item(s)** is shown on **Your Policy schedule**.

- **Worldwide** - Means the **Insured item(s)** is covered anywhere in the world. **You** must remain a resident of the **United Kingdom** and **You** must not reside outside of the **United Kingdom** for more than 6 consecutive months in any one year without **Our** agreement (except where **You** are studying abroad or work on cruise ships).
- **UK** - Means the **Insured item(s)** is covered anywhere in the **United Kingdom**.
- **Premises Only** - Means the **Insured item(s)** is only covered whilst kept at the address shown on **Your Policy schedule** for that particular item.

# Policy Definitions

If **We** explain what a word means in bold and with a capital letter first below, that word has the same meaning wherever it appears in these terms and conditions.

|   |  |
|---|--|
| <b>Accidental damage / Accidentally damaged</b> | Sudden and unexpected damage that is not deliberate and has been caused by identifiable external means (e.g. liquid spillage) or identifiable external force (e.g. dropped or knocked).  |
| <b>Accidentally lost</b>                        | <b>Insured item(s)</b> which are lost and not recovered as a direct result of being accidentally left <b>Unattended</b> .  |
| <b>Act of terrorism</b>                         | The use, or threatened use of force (including but not limited to biological, chemical or nuclear force) by any person or group of people, whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed to political, religious, ideological or similar purposes including the intention to influence any government or to put the public or any section of the public in fear.   |
| <b>Computer equipment and mobile phones</b>     | Computers, laptops, tablets, MP3 players, electronic point of sale equipment/machines, cameras, lenses, mobile phones and peripheral computer items and components including hard drives, scanners, printers, software, sound/graphic cards.   |
| <b>Computer system</b>                          | Any computer, hardware, software, information technology and communications system or electronic device, including any similar system or any configuration of the aforementioned and including any associated input, output or data storage device, networking equipment or back up facility.  |
| <b>Contagious or Infectious Disease</b>         | Any disease, illness or condition affecting humans or animals which is caused by or can be transmitted by means of any <b>Pathogen</b> , where the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms (including from one human to another, one animal to another, from an animal to a human or vice versa, or through contaminated water, faeces or food).  |
| <b>Cost of Replacing the Item(s)</b>            | <p><b>a</b> The price of an identical replacement model or a model of similar quality and features unless the <b>Insured item's</b> condition has been altered from a new condition due to modification, pre-existing damage, repairs undertaken or excessive wear and tear</p> <p><b>b</b> The <b>Market value</b> of the <b>Insured item(s)</b> at time of damage if the <b>Insured item(s)</b>:</p> <ul style="list-style-type: none"> <li>- could not be reasonably replaced with an identical model or a model of similar quality and features,</li> <li>- the item is rare or the item's condition has been altered from a new condition due to modification, pre-existing damage, repairs undertaken or excessive wear and tear.</li> </ul> <p><b>We</b> may use independent expert opinions to establish the <b>Market value</b> where there has been no recent professional valuation.</p> <p>The most <b>We</b> will pay is the <b>Insured item(s) Sum(s) insured</b>.</p> |
| <b>Cyber attack</b>                             | An act affecting any <b>Computer system</b> or software, including but not limited to, computer virus, malware, ransomware, hacking, denial of service or unauthorised access, corruption or deletion of data.   |
| <b>Depreciation / Depreciated</b>               | A reduction in the value of an <b>Insured item</b> after it has undergone a repair as part of a claim with <b>Us</b> .   |
| <b>Forcible and violent</b>                     | Visible physical damage (damage to windows, locks or structure of doors/panels to gain entry) to the building or vehicle or the use of force or violence against <b>You</b> or other people.   |
| <b>Insured item(s) / Insured item</b>           | The musical instrument(s), equipment, accessories, <b>Non-musical contents</b> , <b>Technical equipment</b> , <b>Computer equipment and mobile phones</b> or any <b>Tenants' improvements</b> detailed on <b>Your Policy schedule</b> owned by <b>You</b> or that are <b>Your</b> responsibility.  |

|  |   |
|--|---|
| <b>In ear monitors, earbuds and headphones</b> | Devices used in or over a person's ears to listen to audio signals including recordings and/or a personal mix of vocals and/or instrumentation for live performance or recording studio mixing.   |
| <b>Loaned/Lent/Loaning/Rental</b>              | The temporary transfer of the <b>Insured item(s)</b> into the custody and control of another person with <b>Your</b> permission.  |
| <b>Market Value</b>                            | The value of an <b>Insured Item(s)</b> with consideration and adjustment for condition, age, model, rarity, historical information and provenance.<br><br><b>We</b> may use independent expert opinions to establish the <b>Market value</b> where there has been no recent professional valuation.   |
| <b>Non-musical contents</b>                    | <p>Possessions and equipment which <b>You</b> own, or are responsible for, while they are kept at the address on <b>Your Policy schedule</b> or other address agreed with <b>Us</b> and are used primarily in association with, but not directly for, musical production, rehearsal, teaching or performance. Items insured under this description can include:</p> <ul style="list-style-type: none"> <li>• <b>Tenants' improvements</b> and fixtures and fittings other than landlord's fixtures and fittings or furniture;</li> <li>• Office equipment - excluding those items as defined as <b>Computer equipment and mobile phones</b>;</li> <li>• Carpets and rugs, laminated, wooden effect, vinyl or lino floor coverings that could reasonably be removed and reused.</li> </ul> <p><b>Non-musical contents</b> cannot include:</p> <ul style="list-style-type: none"> <li>• Any musical instruments, equipment, <b>Technical equipment</b> or accessories;</li> <li>• Items primarily used for <b>Your</b> own use not associated with music production;</li> <li>• Any valuables (jewellery, gold and silver articles including plated articles), watches, gemstones, clocks, furs, pictures, sculptures, other works of art and collectables, money, cash, currency notes or stamps, deeds and documents, freestanding gas and electric cookers or gas powered heaters, domestic animals, fish tanks, visitors valuables and possessions, food and other perishable items</li> <li>• Television, satellite and radio receiving aerials, aerial fittings and masts fixed to the property at the address on <b>Your Policy schedule</b>.</li> </ul> |
| <b>Pathogen / Pathogens</b>                    | Any pathogen, including but not limited to a virus, bacterium, parasite, fungus, other organism, micro-organism, any variation or mutation thereof, whether deemed living or not, or any other substance or agent capable of causing a <b>Contagious or Infectious Disease</b> .  |
| <b>Period of cover</b>                         | The period of time shown on <b>Your Policy schedule</b> .   |
| <b>Physical Damage</b>                         | Physical loss, damage or destruction. For the avoidance of any doubt, the presence of a <b>Pathogen</b> on property or contamination of property by a <b>Pathogen</b> does not constitute <b>Physical Damage</b> .  |
| <b>Policy schedule</b>                         | The document showing details of <b>Your Insured item(s)</b> and any additional terms or conditions and <b>Your</b> statement of fact document.  |
| <b>Single item limit</b>                       | The maximum total amount <b>We</b> will pay for any one item. This limit will be shown on <b>Your Policy schedule</b> if <b>We</b> require one.   |

|  |   |
|--|---|
| <b>Sum(s) Insured</b>                  | <p>The maximum amount <b>We</b> will pay for each individual <b>Insured item</b> as shown on <b>Your Policy schedule</b>.</p> <p>Where the amount shown on <b>Your Policy schedule</b> relates to a group or collection of items then:</p> <p><b>a We</b> will pay up to the value shown for each individual <b>Insured item</b> on any separate declaration of <b>Insured item(s)</b> provided to <b>Us</b> up to the total value shown on <b>Your Policy schedule</b>.</p> <p>or, where no separate declaration is provided:</p> <p><b>b We</b> will pay <b>You</b> one of the <b>Cost of replacing the item(s)</b> options individually up to the value shown on <b>Your Policy schedule</b>.</p> <p>The option chosen will be <b>Our</b> choice.</p> <p>Where relevant this should include the cost of refitting and installation. If <b>You</b> are VAT registered and <b>Your Insured item(s)</b> is owned by and used in connection with <b>Your</b> business this amount should exclude VAT if VAT is recoverable on those items.</p> |
| <b>Technical equipment</b>             | Any equipment which directly supports music recording, editing & production - excluding <b>Computer equipment and mobile phones</b> .   |
| <b>Tenants' Improvements</b>           | Permanent alterations or additions made to the building/ buildings by either the landlord or tenant which are not moveable, including interior decorations.   |
| <b>Unattended</b>                      | <b>Insured Item(s)</b> left in a location where <b>You</b> or anyone who is responsible for the items are not in a position to prevent interference with the items or deter theft.  |
| <b>United Kingdom</b>                  | Great Britain, Northern Ireland, the Isle of Man and the Channel Islands  |
| <b>Unspecified musical accessories</b> | <p>Cases, bags, stands, bows, leads and/or other items used to directly play, protect or tune the instrument(s) insured under this policy but excluding items with an individual value of less than £10 or more than £250.</p> <p>The following items are excluded:</p> <ul style="list-style-type: none"> <li>- <b>Non-musical contents</b></li> <li>- <b>Computer equipment and mobile phones</b></li> <li>- musical instruments</li> <li>- <b>Technical equipment</b></li> <li>- amplification equipment</li> <li>- speakers or <b>In ear monitors, earbuds and headphones</b></li> <li>- microphones</li> </ul> <p>Any excluded items or accessories outside of the limits above that <b>You</b> want to be covered must be listed on <b>Your Policy schedule</b></p>   |
| <b>We, Our, Us, Insurer</b>            | Allianz Insurance plc.  |
| <b>You, Your</b>                       | The person, band, organisation or orchestra named on the <b>Policy schedule</b> including any person acting on their behalf.  |

# Policy Conditions

**You** must comply with the following conditions to have the full protection of **Your** policy. If **You** do not, and the condition **You** have not kept to relates to a claim, **We** can refuse the claim.

## 1. Reasonable Care & Precautions

**You** must keep **Your Insured item(s)** in a good state of repair. **Your Insured item(s)** must be maintained in line with safety legislation and manufacturers recommendations. **You** must take all reasonable care to prevent accidents, theft, loss, damage and ensure that **Insured items** are not left deliberately **Unattended**.

## 2. Misrepresentation, Fraud and Financial Crime

**You** must make a fair presentation of the risk at inception, renewal and when **You** make changes to the policy. **You** must update **Your broker** if the details **You** have provided change.

### If **You**:

- provide misleading or incorrect information to any of the questions asked when applying for, amending or renewing this insurance;
- deliberately mislead to obtain cover, gain a cheaper premium or more favourable terms;
- provide false documents;
- make any false, fraudulent or exaggerated claims
- support a claim by false or fraudulent documents, devices or statements (whether or not the claim is itself genuine);
- make a claim for loss, damage or injury which **You** deliberately caused; or
- make a fraudulent payment by bank account and/or card.

### **We** may:

- amend **Your** policy to record the correct information, apply any relevant policy terms and conditions and collect any additional premium due;
- refuse to pay the whole of any claim, reduce the amount of payment **We** make and may recover from **You** any amount already paid in respect of any claim(s);
- cancel or void **Your** policy (treat it as if it never existed), including all other policies which **You** have with **Us**.

**We** (or **Your broker**) will give **You** 7 days' notice over the phone, by email or in writing to the last email or postal address **We** (or **Your broker**) hold.

### Where fraud is identified, **We** will also:

- not return any premium paid by **You**;
- recover from **You** any costs we have incurred;
- pass details to fraud prevention and law enforcement agencies who may access and use this information.

If a claim is made under **Your** policy **You** may be asked to give consent for **Us** to obtain and exchange information and material with the police.

This is to help **Us** verify claims and to guard against fraud. If consent is provided, **You** will be given the opportunity to receive a copy of the information and material the police release to **Us**.

Should **You** decline to give such consent **We** may decline to settle **Your** claim.

## 3. Claims, Our Rights

If **We** pay a claim under this policy but **We** consider there is a right to recover the claim cost from another party then **We** are entitled to bring legal proceedings against that party on **Your** behalf. Any proceedings will be at **Our** expense. **You** must assist **Us** if **We** ask **You** to.

## 4. Other Insurances

**We** will not make payment for any claim that is covered by any other insurance or source. If there is any other insurance under which **You** are entitled to make a claim **You** must tell **Us** the name and address of the other insurance company and **Your** policy number with them.

## 5. Passing of Interest

When a claim is settled for an item beyond repair or that has been **Accidentally lost** or stolen and not recovered, those items will belong to **Us**. If **We** choose not to take possession of the items, **We** will not be held responsible for any disposal charges.

## 6. Transfer of Interest

**We** will not be bound by any passing of **Your** interest in this insurance, unless by death or operation of law and then only until **We** agree to accept such transfer of interest by issuing a revised **Policy schedule**.



## 7. Arbitration

If **We** accept that there is a claim under this policy but there is disagreement in respect of the amount to be paid, the disagreement will be referred by **Us** to an arbitrator appointed in accordance with the current statutory provisions. In these circumstances the arbitrator's award must be made before there is any right of action against **Us**.

## 8. Cancellations

### Cancellation by You within the first 14 days

If **You** cancel **Your** policy within 14 days of the start of **Your** policy or the date **You** receive **Your** policy documents, whichever is later, **You** will be refunded **Your** premium in full if **You** have not made a claim.

### Cancellation by You after the first 14 days

If **You** cancel **Your** policy after 14 days from the start of **Your** policy or the date **You** receive **Your** policy documents, whichever is later, **You** will be refunded any premium **You** have already paid for the remainder of the current policy year if **You** have not made a claim during the current policy year. If **You** have made a claim **You** will not receive a refund.

### Cancellation of short term policies taken out for 1 month or less

If **Your** policy is for less than 1 month **You** will not receive a refund.

### Our rights to cancel Your policy

If **You** make a change to **Your** policy that means **We** can't insure **You** any longer, **We** (or **Your** broker) will give **You** 7 days' notice over the phone, by email or in writing to the last email or postal address **We** (or **Your** broker) hold. Please see 'Do We Have The Correct Details?' within the Important Information section.

**We** may also cancel or void **Your** policy (treat it as if it never existed) if **We** identify any deliberate misrepresentation or **Your** involvement in any fraud or financial crimes. Please also see Policy Condition 2 - Misrepresentation, Fraud and Financial Crime.

## 9. Renewal of Your Policy

**We** reserve the right to not invite the renewal of **Your** policy. This could be because **You** no longer meet **Our** eligibility rules, a change to **Our** eligibility criteria means **We** can no longer insure **You**, the product is withdrawn or changes in the product coverage mean

that it would no longer meet **Your** needs. If **We** do offer **You** renewal terms, **We** have the right to change the premium, excess and policy terms and conditions.

## 10. Jurisdiction

- a The laws of England and Wales apply to this insurance contract
- b Unless **We** agree otherwise the language of the policy, and all communications relating to it, will be English.

## 11. Items Stored in Basements or Below Ground Level

Any moveable **Insured item(s)** stored within a basement or floor below ground level must be raised at least 20 centimetres above the floor.

**We** will not pay for any damage to **Insured item(s)** caused by flood, storm, overflowing tanks, overflowing toilets or burst pipes unless this precaution has been taken.

## 12. Items Stored in Outbuildings & Containers

**You** must ensure that the roof, walls, floor, doors and windows of any outbuilding or container where **You** store **Insured item(s)** has been inspected by **You** or a suitable professional within the previous 12 months and any defects rectified.

If this is not completed **We** will not pay any claim for damage to **Insured item(s)** caused by storm, ingress of water or other sudden changes in climatic conditions.

## 13. Minimum Standards of Security

The premises that the **Insured item(s)** are kept within must have in place the following precautions when not attended or the household goes to bed:

- a All external doors must be locked with the keys removed from the locks and,
- b All external windows must be closed and securely fastened, locked or bolted except those in occupied bedrooms at night.

If additional security devices or procedures are required this will be detailed on **Your Policy schedule**.

**We** (our **Your** broker) may request further details about the security of **Your** premises at any time and **We** may require additional security arrangements to maintain cover.

# What Is Covered?

We will cover **Insured items** shown on **Your Policy schedule** up to their **Sum(s) insured** that are **Accidentally damaged, Accidentally lost** or stolen during the **Period of cover**. Cover Extensions also apply. Please read the Policy Conditions on page 8 and 9, Policy Exclusions found on page 13 and 14 and How to Make a Claim found on page 16.

| What is Covered                               | What is Not Covered  |
|---|--|
| <p><b>Accidental Damage</b></p>               | <ul style="list-style-type: none"> <li><b>X</b> Damage that is not <b>Accidental damage</b></li> <li><b>X</b> Damage deliberately caused by <b>You</b></li> <li>Loss or damage arising from:               <ul style="list-style-type: none"> <li><b>X</b> Failure of an instrument's structure during or due to general use (including whilst being played)</li> <li><b>X</b> Wear and tear, ageing, deterioration or any gradually operating cause.</li> <li><b>X</b> Faulty design or workmanship or the use of faulty or unsuitable materials.</li> <li><b>X</b> Any process of cleaning, dyeing, maintenance, repairing, restoration or servicing.</li> <li><b>X</b> Electronic, electrical or mechanical breakdown, failure or derangement.</li> <li><b>X</b> Any form of virus.</li> <li><b>X</b> An inherent or latent defect.</li> <li><b>X</b> Wet or dry rot, mould, mildew, damp, fungus, rust or corrosion.</li> <li><b>X</b> Insects, vermin or woodworm.</li> </ul> </li> <li><b>X</b> Any amount for the <b>Depreciation</b> in value of any <b>Non-musical contents</b> and <b>Computer equipment and mobile phones</b>.</li> </ul>   |
| <p><b>Theft or Attempted Theft</b></p>        | <ul style="list-style-type: none"> <li><b>X</b> Theft from the premises the <b>Insured item(s)</b> are kept in when the premises is not attended or the household goes to bed, unless:               <ul style="list-style-type: none"> <li><b>a</b> Involving <b>Forcible and violent</b> entry or exit,</li> <li><b>b</b> All external doors are locked with the keys withdrawn from locks,</li> <li><b>c</b> All external windows are closed and securely fastened, locked or bolted (except those in occupied bedrooms)</li> <li><b>d</b> Policy Condition 13 – 'Minimum Standards of Security' is complied with</li> <li><b>e</b> Any additional security devices stated on <b>Your Policy schedule</b> are in full working operation or other procedures stated on <b>Your Policy schedule</b> are complied with.</li> </ul> </li> <li><b>X</b> Unexplained theft or theft of <b>Insured items</b> left <b>Unattended</b> in an unsecured, open location that members of the public can easily access.</li> <li><b>X</b> Theft if the <b>Insured item(s)</b> is stored at a premises that is left unoccupied for more than 60 days.</li> <li><b>X</b> Theft by any person or persons to whom any <b>Insured item</b> is entrusted or <b>Loaned</b>.</li> </ul> |
| <p><b>Accidentally Lost Insured Items</b></p> | <ul style="list-style-type: none"> <li><b>X</b> Loss within <b>Your</b> premises or the premises of the person to whom the item has been entrusted (including any open external areas within the property boundaries).</li> <li><b>X</b> <b>Insured item(s)</b> which are lost and not recovered as a direct result of being deliberately left <b>Unattended</b>.</li> <li><b>X</b> Theft or attempted theft.</li> </ul>   |

# Unattended Vehicle Cover - Optional

If **You** have chosen 'Unattended Vehicle' cover for any of **Your Insured items** then Policy Exclusion 9 - Unattended Vehicle will not apply to those **Insured item(s)**. **You** will be covered for theft, attempted theft or damage to the **Insured items** while left in a vehicle that is not attended. **Your Policy schedule** will show if **You** have selected this cover.

| What is Covered           | What is Not Covered   |
|---------------------------|---|
| <b>Unattended Vehicle</b> | <p>Any theft of or damage to the <b>Insured item(s)</b> whilst left in:</p> <ul style="list-style-type: none"><li><b>a</b> A soft top convertible vehicle, other than where kept in the locked boot not accessible from the passenger compartment</li><li><b>b</b> Any vehicle, unless:<ul style="list-style-type: none"><li><b>i</b> There are signs of <b>Forcible and violent</b> entry into the vehicle (damage to windows, locks or structure of doors/panels to gain entry)</li><li><b>ii</b> All the vehicle's security systems are activated, windows and sunroofs are closed and all doors are locked with the keys or removable ignition devices removed from the vehicle.</li><li><b>iii</b> The item(s) are hidden from view. This means if the item(s) will fit into a glove compartment, a locked boot or other concealed internal compartment, it must be placed in one of these areas. If the item(s) will not fit, it must be covered from direct external view (e.g. covered with a sheet or blanket)</li></ul></li></ul> <p>Any claim where a relay device, key scanner, fob blocker or any similar device is used without signs of <b>Forcible and violent</b> entry into the vehicle</p> |

## Cover Extensions

In addition to **Our** 'What Is Covered' section the following cover extensions are also included:

### 1. Unspecified Musical Accessories

**We** will cover any **Unspecified musical accessories** up to a single claim value of £500. This is limited to a maximum of £250 per item.

### 2. Loaned Out Instruments

This policy is extended to include loss, damage and theft to **Insured item(s)** whilst **Loaned** to any person(s) provided they are using the **Insured item(s)** with **Your** permission and are willing to adhere to the terms and conditions within this policy wording and **Your Policy schedule**. It is **Your** responsibility to make sure the person **Loaning** the items is aware of the terms and conditions.

This cover is limited to a maximum of five **Insured item(s)** being **Loaned** out at the same time during the **Period of cover**. Items over £25,000 will not be covered whilst out on **Loan** unless agreed by **Us**. **We** will not cover theft by any person or persons who **You** have **Loaned** the items to.

### 3. Failure of a Business

If during the **Period of cover** **You** entrust any **Insured item(s)** to a business or individual for sale or repair but are unable to recover that **Insured item(s)**, or the proceeds from a sale of the **Insured item(s)** due to the failure of that business via bankruptcy, entering a formal insolvency process or the death of the individual entrusted, **We** will pay the lowest amount of:

- The amount **You** would have received from the sale; or
- The **Sum(s) insured** of the **Insured item(s)**; or
- The **Market value** of the **Insured item(s)** determined by **Us**.

The maximum amount payable under this extension is £7,500 in any one **Period of cover**.

**We** will not pay for:

- Any amount greater than the **Sum(s) insured** for the **Insured item(s)**;
- Any loss where **You** are unable to provide **Us** with a receipt from the business or individual entrusted, to show they hold the **Insured item(s)**;
- Any loss where **You** are unable to evidence contact with the business or individual entrusted at least every six months for an update on the repair or sale.
- Any loss following a deliberate breach of a sale agreement by the individual or company entrusted

This extension does not apply to any loss of **Unspecified musical accessories, Non Musical Contents, or Computer equipment and mobile phones**.

#### 4. Instrument & Equipment Hire Costs

In the event of a valid claim **We** will pay the cost of hiring a comparable alternative instrument, equipment, **Technical equipment** or accessory, subject to:

- A limit of 20% of the **Sum(s) insured** of the **Insured item(s)** which is subject to the claim, and
- A limit of £3,000 in total for any one claim for hiring costs.

This extension does not apply to any **Non-musical contents**

#### 5. Additional Musical Instruments & Equipment

**We** will cover any additional musical instruments, equipment, **Technical equipment** or accessories **You** acquire or become responsible for during the **Period of Cover**, subject to:

- **You** notifying **Us** within 14 days of acquiring or becoming responsible for those items.
- **You** agreeing to pay any additional premium required.
- The items are not being insured under another insurance policy.

The amount **We** will pay is limited to:

- £1,000 for any one additional item
- £2,500 for all items during any one **Period of cover**.

This extension does not apply to any **Non-musical contents**

#### 6. Postage and Travel Costs

In the event of a valid claim **We** will pay the cost of:

- Postage (or similar courier costs) and/or the reasonable travel expenses for **You** to deliver and collect **Your Insured items(s)** to and from a repairer. A limit of £500 in total for any one claim applies.
- Transporting **Your** piano, harpsichord or organ using a professional removals firm. A limit of £2000 in total for any one claim applies.

Costs should be agreed with **Us** beforehand and any unnecessary expenses avoided.

#### 7. Insured item(s) in Transit

**We** will pay up to the **Sum(s) insured** shown on **Your Policy schedule** for any damage or loss to **Insured item(s)** in transit.

**We** will not pay for any loss or damage arising from:

- Transit by air unless the **Insured item(s)** has been locked securely in an appropriate case.
- Postal or similar transit unless the **Insured item(s)** is securely packed in a suitable protective case or container and the transit is tracked and guaranteed.
- Transportation of pianos unless they are secured within a suitable vehicle.

**We** will not pay for any claim:

- Where the **Insured item(s)** is insured by the transporting company and the claim would be paid out had this policy not existed.
- Where the **Insured Item(s)** is covered on premises only basis. This will be shown under the 'Cover Level' heading on **Your Policy schedule**.

#### 8. Doors, Windows & Locks

In the event of a valid claim for theft or attempted theft from the premises shown on **Your Policy schedule**, **We** will pay up to £300 to replace or repair damaged doors, windows and locks at the premises.

# Policy Exclusions

The exclusions below show additionally what is not covered and apply to all of **Your** policy.

## 1. Excess

The amount of any excesses on **Your Policy schedule**, first £25 of each claim involving **In-ear monitors, earbuds and headphones** and the first £100 of each claim involving **Non-musical contents** or **Computer equipment and mobile phones** unless otherwise stated on **Your Policy schedule**.

## 2. Earthquakes or Volcanos

Loss or damage happening in connection with an earthquake or a volcanic eruption.

## 3. Data

Loss of or damage to data, computer memory or other electronic memory or data storage, discs, memory cards or microchips. This does not include proprietary software where **You** can prove ownership and it cannot be retrieved.

## 4. Customer Replaceable Items

Breakage of customer replaceable items such as strings, fuses, bulbs, valves, reeds and drumheads.

## 5. Consequential Loss

Any costs suffered as a result of not being able to use the **Insured item(s)**.

## 6. Climatic Conditions

Loss or damage arising from:

- a** Climatic or atmospheric conditions, changes in air pressure or extremes of temperature (except where damage is directly due to a one off sudden event).
- b** Effects of sunlight, fading, changes in colour, texture or finish.
- c** Dampness, condensation, frost, dryness, dust, shrinkage or contamination.

## 7. Economic Sanctions

Cover or benefit for any business or activity to the extent that the provision of such cover, payment of any claim or provision of such benefit would expose **Us** 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.

## 8. Computer Date Recognition

Any costs or damage caused by the failure of any electrical instrument, **Technical equipment** or **Computer equipment and mobile phones**, software, micro-controller, microchip, accessories or associated equipment, to correctly recognise and process any calendar date or time.

## 9. Unattended Vehicle

Loss or damage to the **Insured item(s)** whilst left in a vehicle that is not attended. This exclusion will not apply if 'Unattended Vehicle' cover has been selected.

## 10. Confiscation

Costs or damage by confiscation or detention or nationalisation or requisition by Customs or other officials or legal authorities.

## 11. Quotation Costs

The cost of any estimate or quotation to replace and/or repair the **Insured item(s)**.

## 12. Radioactive Contamination

Loss or damage arising from:

- Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
- The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or any nuclear components of such assembly.
- Any chemical, biological, biochemical or electromagnetic weapon.

## 13. Sonic Bangs

Loss or damage caused by pressure waves from aircraft or other aerial devices travelling at sonic or supersonic speeds.

## 14. War

Loss or damage due to war, invasion, act of foreign enemy, hostilities (whether war be declared or not), riot, strike, civil commotion, civil war, rebellion, revolution, insurrection or military or usurped power.

## 15. Non-Musical Contents

Any loss or damage to **Non-musical contents** whilst they are outside or away from the address on the **Policy schedule** or arising from chewing, scratching, biting or fouling by any domestic animal.

## 16. Sets and Collections

In the event of loss or damage to **Insured item(s)**, **We** will not pay the cost of replacing or altering any other undamaged items solely because they form part of a set, pair, collection or suite. This includes groups or collections of the same design, nature or colour.

## 17. Cyber Attacks and E-risks

Loss, theft or attempted theft, destruction, damage, cost, expense, or any consequential loss, directly or indirectly caused by, arising out of, attributable to, or contributed to by any **Cyber Attack**. **We** will also not pay any claim as a result of any internal or external network failure, programming error or operator error whether performed by **You** or any other person or organisation.

## 18. Contagious and Infectious Disease

Loss, destruction, damage, cost, expense, or any consequential loss, directly or indirectly caused by, arising out of, attributable to, or contributed to by:

- a** **Contagious or Infectious Disease**;
- b** the fear or threat (whether actual or perceived) of a **Contagious or Infectious Disease**;
- c** the presence or suspected presence of **Pathogens** at, in or on the premises or property of any person or entity; or
- d** any action taken or advice given (whether or not by a competent authority) to prevent, reduce, control or mitigate the occurrence, outbreak, spread or effects of a **Contagious or Infectious Disease** or any **Pathogens** irrespective of any other cause, occurrence or event operating concurrently, independently or in any sequence to cause the loss.

But this exclusion will not apply to **Physical Damage** to property insured under the policy and any business interruption directly resulting from such **Physical Damage**, where such **Physical Damage** itself results from fire, lightning, explosion, aircraft or other aerial

devices or articles dropped from them, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons, earthquake, storm, flood, escape of water from any tank apparatus or pipe, impact by any road vehicle or animal, or theft.

For the purposes of this exclusion:

Loss includes, but is not limited to financial and business interruption loss, loss of value, marketability or use of property, fines and penalties.

Cost or expense includes, but is not limited to any cost or expense to:

- a** clean-up, detoxify, decontaminate, or remove **Pathogens** from any property where the property is or is feared to have been affected by **Pathogens** or a **Contagious or Infectious Disease**;
- b** monitor or test for **Pathogens** or a **Contagious or Infectious Disease**; or
- c** provide medical treatment for persons affected by a **Contagious or Infectious Disease**.

Malicious persons do not include persons who maliciously, deliberately or recklessly:

- a** cause **Pathogens** to come into contact with the premises or property of any person or entity; or
- b** cause or attempt to cause another person or persons to contract a **Contagious or Infectious Disease** and, in or by so doing, cause **Pathogens** to come into contact with the premises or property of any person or entity.

## 19. Terrorism

Loss, damage, cost or expense of whatever nature directly or indirectly caused by, resulting from, or in connection with, any **Act of terrorism** regardless of any other cause or event contributing at the same time or in any other sequence to the loss.

## 20. Let, Lent and Sub-let Premises

Any loss (including any items **Accidentally lost**), damage, theft or attempted theft to **Insured item(s)** whilst stored at any premises which **You** lend, let or sub-let to another person unless entry or exit is made using **Forcible and violent** means.

## 21. UK Residency

This insurance does not cover anyone that is not a resident of the **United Kingdom**.

# How Do We Settle Your Claim?

We are entitled to take over and conduct any negotiations or legal action in connection with a claim under this policy and will choose to settle **Your** claim by cash payment, repair or replacement.

| Partial Damage  | Damaged Beyond Repair/unrecovered loss or theft   |
|---|---|
| <p>If the <b>Insured item(s)</b> is <b>Accidentally damaged</b> but can be repaired <b>We</b> will pay the cost of repair up to the <b>Sum(s) insured</b>.</p> <p>If it is possible to repair the <b>Insured item(s)</b>, <b>We</b> will ask <b>You</b> to provide a repair quote from a reputable repairer of <b>Your</b> choice.</p> <p><b>We</b> reserve the right to seek alternative quotations from other repairers.</p> <p><b>Depreciation Claims</b><br/>If after being repaired the <b>Insured item(s)</b> has <b>Depreciated</b> due to the damage sustained then <b>We</b> will also pay the amount the <b>Insured item's</b> value has reduced by, subject to the following:</p> <ul style="list-style-type: none"> <li>• This payment will be no more than the <b>Sum Insured</b> for that item less the cost of repairs also paid.</li> <li>• Any claims for <b>Depreciation</b> must be made no later than 60 days after the repair of the <b>Insured item(s)</b> is finished.</li> <li>• <b>We</b> will not pay any amount for the <b>Depreciation</b> in value of any <b>Computer equipment and mobile phones</b> or <b>Non-musical contents</b>.</li> </ul> | <p>If <b>We</b> decide the <b>Insured item(s)</b> is beyond economic repair, has been <b>Accidentally lost</b> or has been stolen and not recovered, <b>We</b> will pay <b>You</b> one of the <b>Cost of replacing the item(s)</b> options. The option chosen will be <b>Our</b> choice.</p> <p><b>Cost of replacing the item(s)</b> means <b>We</b> will, at <b>Our</b> option, pay one of the following:</p> <ul style="list-style-type: none"> <li>a The price of an identical replacement model or a model of similar quality and features unless the <b>Insured item's</b> condition has been altered from a new condition due to modification, pre-existing damage, repairs undertaken or excessive wear and tear</li> <li>b The <b>Market value</b> of the <b>Insured item(s)</b> at time of damage if the <b>Insured item(s)</b>: <ul style="list-style-type: none"> <li>- could not be reasonably replaced with an identical model or a model of similar quality and features,</li> <li>- the item is rare or the item's condition has been altered from a new condition due to modification, pre-existing damage, repairs undertaken or excessive wear and tear.</li> </ul> </li> </ul> <p><b>We</b> may use independent expert opinions to establish the <b>Market value</b> where there has been no recent professional valuation.</p> <p>The most <b>We</b> will pay is the <b>Insured item(s) Sum(s) insured</b>. If <b>You</b> elect not to replace property which has been lost or destroyed, the amount payable will be the <b>Market value</b> limited to the <b>Sum(s) insured</b> for the <b>Insured item(s)</b>.</p> |

## Reinstatement of Sum(s) Insured

Following a partial damage claim, the **Sum(s) insured** will be reinstated until the end of the current **Period of cover**, unless **We** also pay for **Depreciation**. If **We** make a payment for **Depreciation**, the **Sum(s) insured** will be reduced to the **Depreciated** figure. No refund of premium will be provided.

## Claims With Value Added Tax (VAT) Registration

Where **You** are registered for VAT, claims will be settled excluding VAT for items on which VAT would be normally recoverable.

## Replacement of Computer Equipment and Mobile Phones

Any **Computer equipment and mobile phones** may come from new or refurbished stock. The colour of any replacement may not be the same as the one **You** have claimed for.

## Salvage of Insured Item(s)

If **We** have paid a claim for **Insured item(s)** that are beyond repair or have been **Accidentally lost** or stolen and not recovered, then those items will become **Our** property. If these items are later recovered, **You** must notify **Us** immediately and to ensure the item is returned to **Us**. **We** may provide an opportunity to purchase back the **Insured item(s)** at their new **Market value** before any disposal or sale by **Us**.

# How to Make a Claim

## If **You** need to make a claim **You** must:

- Let Lark Music know within six months of the date of the event occurring
- Tell the police immediately if the claim is in relation to theft, attempted theft or malicious damage
- Provide any information requested relating to the claim. This could include proof of ownership, serial numbers, photos, evidence of the value of any items from an independent expert, any loan agreements in place or any service and repair receipts.
- Independent advice may be obtained to confirm the **Market value** of the item at the time the item was damaged. **You** may also be asked to provide recent photographs to assist the valuation.

## Airline Claims

- If **Your Insured item(s)** is lost, stolen or damaged during air travel please notify the airline staff, obtain a property irregularity report from them and retain **Your** baggage check-in confirmation details.

For information on how **Your** claim will be settled please see page 15 How Do We Settle Your Claim?



## How to Contact Our Claims Team

**Phone:** 03331 886 583

**Email:** [keynote.claims@larkmusic.com](mailto:keynote.claims@larkmusic.com)

Monday to Friday 9am to 5pm

# Legal Cover

## Legal Helpline : 0370 241 4140

**Your** policy includes access to a legal helpline to give advice, 24 hours a day, 365 days a year, on any personal legal matter or a legal matter relating to **Your** musical profession. There is no additional charge for the advice provided by this service.

When **You** call the legal helpline quote the master policy number from **Your Policy schedule** and confirm that **You** are covered by this Lark Music Keynote Insurance policy. The advice **You** receive from the legal helpline will always be according to the laws of Great Britain and Northern Ireland and is available to **You** during the **Period of cover**.

This service is provided by Allianz Legal Protection, part of Allianz Insurance plc. **We** may record the calls for **Your** and **Our** mutual protection and **Our** training purposes.



# How to Make a Complaint

If **You** purchased **Your** policy through a broker other than Lark Music, please contact **Your** broker, quoting **Your** policy number. If **You** purchased **Your** policy directly from Lark Music, or **You** have a complaint related to a claim, please contact Lark Music using the details given below.

If **You** wish to make a complaint, **You** can do so at any time by referring the matter to: Howden UK Brokers Limited, 2 Des Roches Square, Witan Way, Witney, OX28 4LE, United Kingdom.

**Your** complaint will be acknowledged, in writing, within 5 (five) business days of the complaint being made. A decision on **Your** complaint will be provided to **You**, in writing, within 8 (eight) weeks of the complaint being made.

Should **You** remain dissatisfied with the final response or if **You** have not received a final response within 8 (eight) weeks of the complaint being made, **You** may be eligible to refer **Your** complaint to the Financial Ombudsman Service in the United Kingdom.

The contact details are as follows:

Financial Ombudsman Service Exchange Tower  
London  
E14 9SR

**Telephone:** +44 20 7964 0500 (from outside the UK)

**Telephone:** 0800 023 4 567 (from inside the UK)

**Fax:** +44 20 7964 1001

**Website:** [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

The complaints handling arrangements above are without prejudice to **Your** right to commence a legal action or an alternative dispute resolution proceeding in accordance with **Your** contractual rights.

## Financial Services Compensation Scheme

If **We** are unable to meet **Our** liabilities **You** may be entitled to compensation under the Financial Services Compensation Scheme (FSCS).

Further information about compensation scheme arrangements is available at [www.fscs.org.uk](http://www.fscs.org.uk), by emailing [enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk) or by phoning the FSCS on **0800 678 1100** or **0207 741 4100**.

# Privacy Notice Summary

Please find below a summary of **Our** Privacy Notice. The full notice can be found on the Allianz UK website: [allianz.co.uk/privacy-notice.html](https://allianz.co.uk/privacy-notice.html)

If **You** would like a printed copy of **Our** Privacy Notice, please contact the Data Rights team using the details below. Allianz Insurance plc is the data controller of any personal information given to **Us** about **You** or other people named on the policy, quote or claim. It is **Your** responsibility to let any named person know about who **We** are and how this information will be processed.

When we refer to “we”, “us” and “our” in this notice it means Allianz Insurance plc, Allianz Engineering Inspection Services Limited, Pet Plan Limited and Vet Envoy Limited who are all part of the Allianz UK Group which includes insurance companies, insurance brokers and other companies owned by the Allianz UK Group. Please see the following link for a detailed list of these companies: <https://www.allianz.co.uk/about-allianz/our-organisation.html#azuk>

Anyone whose personal information **We** hold has the right to object to **Us** using it. They can do this at any time by telling **Us** and **We** will consider the request and either stop using their personal information or explain why **We** are not able to. If **You** wish to exercise any of **Your** data protection rights **You** can do so by contacting **Our** Data Rights team:

**Telephone:** 0208 231 3992  
**Email:** [datarights@allianz.co.uk](mailto:datarights@allianz.co.uk)  
**Address:** Allianz Insurance plc,  
Building 3 Guildford Business Park,  
Guildford, Surrey,  
GU2 8XG

Any queries about how **We** use personal information should be addressed to **Our** Data Protection Officer:

**Telephone:** 0330 102 1837  
**Email:** [dataprotectionofficer@allianz.co.uk](mailto:dataprotectionofficer@allianz.co.uk)  
**Address:** Data Protection Officer,  
Allianz,  
Building 3 Guildford Business Park,  
Guildford, Surrey,  
GU2 8XG





# LARK MUSIC

INSURANCE

Part of **HOWDEN**

**Prepared: September 2024**

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HUBL-CS-LM-168-0924