

A red line-art illustration of a cherub with large, feathered wings, sitting and playing a harp. The cherub is positioned behind the main text of the certificate.

CERTIFICATE OF INSURANCE  
&  
POLICY  
BOOKLET

**Sample**

Certificate No. HXXXX-XX-XX

**DATE OF ISSUE:**  
27<sup>th</sup> September 2023

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## POLICY OVERVIEW

Thank YOU for choosing US for YOUR Musical Instrument insurance. In this section WE provide an overview of YOUR policy benefits.

If YOU have any questions or queries, please contact Jack Hayward Insurance Services to discuss.

<b>INSURER:</b>	Great Lakes Insurance SE, UK Branch
<b>POLICY TYPE:</b>	Accidental Damage and Loss, ALL RISKS
<b>POLICY BENEFITS:</b>	Unattended Vehicle cover ( <i>Where applicable</i> ) <b>In the event of a claim we shall provide:</b> Replacement Instrument Hire (upto £4,000) Transportation to/from repairers (upto £3,500) New for Old Cover <sup>1</sup> Loan of an insured instrument to a FRIEND <sup>2</sup> Full Cost of repair/replacement (to sum assured) £1m Personal Public Liability

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<sup>1</sup> New for Old cover provided on the basis the current list price at quote/renewal is declare for the instrument claimed.

<sup>2</sup> The non commercial loan of your instrument.

# CERTIFICATE OF INSURANCE

## Public Liability

Certificate No. **HXXXX-XX-XX**

This policy has been arranged by Jack Hayward Insurance Services under authorisation granted to them by JRP Insurance Management Ltd on behalf of Great Lakes Insurance SE, UK Branch under LR22A493.

This contract is underwritten by Great Lakes SE Insurance, UK Branch which is authorised and regulated by the Financial Conduct Authority and Prudential Regulation Authority. Details about the extent of OUR regulation by the Financial Conduct Authority and Prudential Regulation Authority are available from US on request.

Jack Hayward Insurance Services is the trading name of Y&S Technologies Ltd which is authorised and regulated by the Financial Conduct Authority. Firm Reference: 761121. Registered offices: 75 Victoria Rd, Mortimer, Reading. Registered in England & Wales, no: 4537806

This document, and any ENDORSEMENT(S) attached form YOUR insurance contract. This document sets out the conditions of the insurance between YOU and US. Please read all documents carefully and keep them in a safe place.

This insurance relates ONLY to those sections which are shown in this CERTIFICATE as being included.

In return for payment of the premium shown in this CERTIFICATE, WE agree to insure YOU, subject to the terms and conditions and exclusions contained in or endorsed on this insurance, against liability arising out of damaged caused by YOU to other persons and property resulting from the use of the PROPERTY INSURED specified in YOUR SCHEDULE which happens during the PERIOD OF INSURANCE whilst such PROPERTY INSURED is anywhere within the location(s) covered by YOUR level of cover, as stated in the SCHEDULE.

### Public Liability Cover

**Period of Insurance:** 21<sup>st</sup> February 2023 at 13:21 to 20<sup>th</sup> February 2024 at 23:59

**Public Liability:** Included

**Sum Insured:** £1m Personal

**Excess:** £250

In witness this certificate has been signed this



by Iain Hayward

Please check that the information contained in the SCHEDULE is accurate and that the SCHEDULE reflects the coverage YOU have requested. If this is not accurate please let Jack Hayward Insurance Services know as soon as possible.

### **EU DISCLOSURE (U.K.)**

The parties are free to choose the law applicable to this Insurance Contract unless specifically agreed to the contrary, this insurance will be governed by the laws of England and Wales and subject to the exclusive jurisdiction of the courts of England and Wales.

Unless WE agree otherwise the language of this insurance contract and all communications relating to it will be in English.

### **DATA PROTECTION ACT 1998**

It is understood by YOU that any information provided to US regarding YOU will be processed by US in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling of claims or complaints, if any, which may necessitate providing such information to third parties. Effective 25<sup>th</sup> May 2018 the General Data Protection Regulation (GDPR) replaces the Data Protection Act 1998

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

A person who is not a party to this insurance has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this insurance, but this does not affect any right or remedy of a third party which exists or is available apart from the Act.

### **SEVERAL LIABILITY NOTICE**

The subscribing insurers' obligations under this contract 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 subscriptions of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

### **FINANCIAL SERVICES COMPENSATION SCHEME**

WE are members of the Financial Service Compensation Scheme (FSCS). YOU may be entitled to compensation from the FSCS if WE can not meet OUR obligations. This depends on the type of insurance transacted and the circumstances of YOUR claim for compensation. Further information can be obtained from the FSCS website at [WWW.FSCS.ORG.UK](http://WWW.FSCS.ORG.UK)

# CERTIFICATE OF INSURANCE

## Musical Instruments and Accessories

Certificate No. HXXXX-XX-XX

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This contract is underwritten by Great Lakes SE Insurance, UK Branch which is authorised and regulated by the Financial Conduct Authority and Prudential Regulation Authority. Details about the extent of OUR regulation by the Financial Conduct Authority and Prudential Regulation Authority are available from US on request.

Jack Hayward Insurance Services is the trading name of Y&S Technologies Ltd which is authorised and regulated by the Financial Conduct Authority. Firm Reference: 761121. Registered offices: 75 Victoria Rd, Mortimer, Reading. Registered in England & Wales, no: 4537806

This document, the SCHEDULE and any ENDORSEMENT(S) attached form YOUR insurance contract. This document sets out the conditions of the insurance between YOU and US. Please read all documents carefully and keep them in a safe place.

This insurance relates ONLY to those sections which are shown in this CERTIFICATE and SCHEDULE as being included.

In return for payment of the premium shown on the SCHEDULE, WE agree to insure YOU, subject to the terms and conditions and exclusions contained in or endorsed on this insurance, against all risks of accidental loss or damage to the PROPERTY INSURED specified in YOUR SCHEDULE which happens during the PERIOD OF INSURANCE whilst such PROPERTY INSURED is anywhere within the location(s) covered by YOUR level of cover, as stated in the SCHEDULE.

Please check that the information contained in the SCHEDULE is accurate and that the SCHEDULE reflects the coverage YOU have requested. If this is not accurate please let Jack Hayward Insurance Services know as soon as possible.

### **EU DISCLOSURE (U.K.)**

The parties are free to choose the law applicable to this Insurance Contract unless specifically agreed to the contrary, this insurance will be governed by the laws of England and Wales and subject to the exclusive jurisdiction of the courts of England and Wales.

Unless WE agree otherwise the language of this insurance contract and all communications relating to it will be in English.

### **DATA PROTECTION ACT 1998**

It is understood by YOU that any information provided to US regarding YOU will be processed by US in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling of claims or complaints, if any, which may necessitate providing such information to third parties. Effective 25<sup>th</sup> May 2018 the General Data Protection Regulation (GDPR) replaces the Data Protection Act 1998

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

A person who is not a party to this insurance has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this insurance, but this does not affect any right or remedy of a third party which exists or is available apart from the Act.

### **SEVERAL LIABILITY NOTICE**

The subscribing insurers' obligations under this contract 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 subscriptions of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

### **FINANCIAL SERVICES COMPENSATION SCHEME**

WE are members of the Financial Service Compensation Scheme (FSCS). YOU may be entitled to compensation from the FSCS if WE can not meet OUR obligations. This depends on the type of insurance transacted and the circumstances of YOUR claim for compensation. Further information can be obtained from the FSCS website at [WWW.FSCS.ORG.UK](http://WWW.FSCS.ORG.UK)

# SCHEDULE

**POLICY NUMBER:** HXXXX-XX-XX  
**DATE OF ISSUE:** 27<sup>th</sup> September 2023  
**INSURED:** Some Company  
xx Funny Bone Lane  
The walks Lodge  
The Avenue  
Reading  
SL1 4AX

**INSURER:** Great Lakes Insurance, SE, UK Branch

**PERIOD OF INSURANCE:** 21<sup>st</sup> February 2023 at 13:21 to 20<sup>th</sup> February 2024 at 23:59  
**POLICY TYPE :** Accidental Damage and Loss, ALL RISKS  
**POLICY NOTES:** None  
**POLICY EXCESS: £15**

DESCRIPTION OF ITEMS TO BE ISSUED:	SUM INSURED	LEVEL OF COVER
Pilgrim Clarsach & Covers	£ 12,500	UK/Ireland
Gibson Guitar	£ 9,000	UK/Ireland

**TOTAL SUM INSURED: £ 21,500**

**PREMIUM:** £ 224.29 including £ 22.80 IPT at the prevailing rate

Fee (Should YOU cancel outside the 14 days cooling-off period) £10

In witness this certificate has been signed this



by Iain Hayward



## INFORMATION YOU HAVE GIVEN US

In deciding to accept this insurance and in setting the terms and premium, WE have relied on the information YOU have given US. YOU must take care when answering any questions WE ask by ensuring that all information provided is accurate and complete.

If WE establish that YOU deliberately or recklessly provided US with false or misleading information WE will treat this insurance as if it never existed and decline all claims.

If WE establish that YOU carelessly provided US with false or misleading information it could adversely affect YOUR insurance and any claim. For example WE may:

- treat this insurance as if it had never existed and refuse to pay all claims and return the premium paid. WE will only do this if WE provided YOU with insurance cover which WE would not otherwise have offered; or
- amend the terms of YOUR insurance. WE may apply these amended terms as if they were already in place if a claim has been adversely impacted by YOUR carelessness; or
- charge YOU more for YOUR insurance or reduce the amount WE pay on a claim in the proportion the premium YOU have paid bears to the premium WE would have charged YOU; or
- cancel YOUR insurance in accordance with the [HOW TO CANCEL THIS POLICY](#) section within this policy document.

WE or Jack Hayward Insurance Services will write to YOU if WE:

- intend to treat this insurance as if it never existed; or
- need to amend the terms of YOUR insurance; or
- require YOU to pay more for YOUR insurance.

## YOUR DUTIES

These are the conditions of the insurance YOU will need to meet as YOUR part of this insurance contract. If YOU do not comply a claim may be rejected or payment could be reduced. In some instances, YOUR policy might be invalid.

1.        PROTECTION MAINTENANCE CLAUSE  
YOU must ensure that all protections provided for the security of the items covered under this insurance are maintained in good working order and are in full and effective operation whenever ever PREMISES are without an authorised occupant.
2.        REASONABLE CARE  
YOU must take all reasonable steps to prevent accidents, loss, destruction or damage and must maintain the PROPERTY INSURED in a good state of repair and condition.
3.        CHANGES IN YOUR CIRCUMSTANCES  
YOU must notify Jack Hayward Insurance Services as soon as possible about any changes in the information YOU have provided to US which happens before or during any PERIOD OF INSURANCE. Examples of things which WE need to know about include (but are not limited to):
  - any change of address
  - any changes in YOUR sums insured
  - if YOU, or any person living with YOU, are convicted of any offence (other than driving offences) (Only unspent convictions need to be declared) or are declared bankrupt.
4.        YOU must ensure that all PROPERTY INSURED is adequately packed in suitable carrying cases to provide protection when removed from the PREMISES.
5.        If YOU wish to take up 'On Loan/Hire' cover under this policy YOU must take adequate precautions to assess the identity of the person YOU are loaning the instrument to and retain evidence of their identity, including their address.
6.        YOU must be able to prove ownership or legal responsibility for the PROPERTY INSURED in the event of a claim. This may take the form of a valuation from a suitably qualified valuer (preferably dated within the last 5 years) or a purchase receipt.

## DEFINITIONS

Wherever the following words appear in CAPITALS in this policy document they will have the meanings shown below.

### **ENDORSEMENT(S)**

Any variations or additions to the terms of this insurance.

### **PERIOD OF INSURANCE**

The length of time for which this insurance is in force as shown in the SCHEDULE, or until cancelled.

### **PREMISES**

The location stated in the SCHEDULE where the INSURED PROPERTY is usually kept.

### **PROPERTY INSURED**

The musical instrument(s), equipment and accessories as detailed in the SCHEDULE.

### **SCHEDULE**

The schedule is part of the policy. It shows details of YOU, the PROPERTY INSURED, the sums insured, the level of cover, the PERIOD OF INSURANCE and the sections of this insurance which apply.

### **WE/OUR/US**

The insurer as stated in the SCHEDULE.

### **YOU/YOUR**

The person(s) named as the Insured in the SCHEDULE and members of YOUR immediate family.

### **FRIEND**

A 3<sup>rd</sup> party whom YOU entrust the PROPERTY INSURED who may transport/use/store in YOUR absence and for which YOU do not receive any commercial reward.

### **TEACHER**

The person who YOU regularly receive instruction on the use of the PROPERTY INSURED and is suitably qualified.

## THE COVER PROVIDED

In return for payment of the premium shown in the SCHEDULE, this insurance covers the PROPERTY INSURED described in the SCHEDULE against accidental physical loss or damage caused during YOUR or a FRIENDS use occurring during the PERIOD OF INSURANCE up to the respective sums insured and in accordance with the level of cover selected (Cover levels detailed below), all of which are shown in the SCHEDULE, subject to the terms, exclusions and conditions as detailed in this policy document.

### Level of Cover

Level of Cover	Description of Cover
In-Home	Cover is only provided in YOUR home or in a single identified residential location.
Student	Cover while YOU learn to play. YOUR instrument is covered in YOUR home and within UK/Ireland when attending a lesson with YOUR TEACHER or a prearranged concert/rehearsal at the request of your TEACHER, to help extend your learning to include performance.
UK/Ireland	Cover in YOUR home, the UK and the Republic of Ireland
Europe	Cover in YOUR home, the UK and any European country
Worldwide	Cover in YOUR home and in any country in the world
Retail	For retail customers, cover provided in YOUR retail PREMISES including transportation across the UK for display/demonstration at exhibitions.
On Loan/Hire	If YOU hire YOUR instrument to a third party YOU can upgrade YOUR cover to include the risks presented by them looking after YOUR instrument, including theft of YOUR instrument <sup>3</sup> .
Education	If YOU are a school, college or university, YOUR instrument is covered whilst on YOUR PREMISES and at

<sup>3</sup> Reasonable precautions apply to ensure you know have retained evidence of the identity of the person who is loaning/hiring your instrument.

	any concert venue where YOU have booked a rehearsal or performance.
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### **Extension to cover**

1. Should the PROPERTY INSURED become damaged and WE accept that there is a valid claim WE will pay the cost of transporting the damaged item to/from the repairers – up to a maximum amount of £3,500.
2. Should the PROPERTY INSURED become damaged and unplayable and WE accept that there is a valid claim WE will pay the cost of hiring a replacement instrument whilst it is being repaired or replaced - up to a maximum amount of £4,000.
3. Where so noted on the above Schedule with the words 'Structure Cover', we will cover loss or damage to the related instrument caused by the failure of materials or workmanship, providing the damage becomes apparent to the naked eye during the PERIOD OF INSURANCE.

## **PUBLIC LIABILITY COVER**

The following cover applies only if the SCHEDULE shows that it is included.

### **What is Covered**

#### **Within Territorial Limits**

WE will cover YOU, up to the Sum Insured shown in the SCHEDULE, should YOU become legally liable for accidental bodily injury, death or disease or accidental damage to property belonging to others which arise from YOUR use of or ownership of the PROPERTY INSURED providing YOU are a resident of the United Kingdom.

The total amount payable includes defence costs and expenses incurred by YOU with OUR written consent in connection with any liability insured under this policy.

#### **EXCLUSIONS (Applicable to this section)**

This Policy does not apply to or include legal liability:

1. arising out of any activities undertaken by YOU within the United States of America or Canada.
2. for any award of punitive or exemplary damages whether as fines, penalties, multiplication of compensatory awards or damages, or in any other form. Punitive or exemplary damages are damages which punish the person they are awarded against, as well as compensate the person they are awarded to.
3. for the Excess stated in this Schedule in respect of the first amount of each claim arising out of Damage.
4. arising out of the deliberate, conscious or intentional disregard by YOU of the need to take all reasonable steps to prevent Injury or Damage.
5. arising out of liquidated damages clauses, penalty clauses or performance warranties unless proven that liability would have attached in the absence of such clauses or warranties. Liquidated damages are damages where the amount to be paid for failing to keep

to the terms of a contract has been agreed by the people involved in the contract at the time the contract was made.

6. Any Liability for Bodily Injury, loss or damage:
  - a) To YOUR employees or members of YOUR family or household or to their property
  - b) Arising out of or in connection with YOUR trade, profession or business, or assumed under contract other than that of musician or music teacher
  - c) Arising out of the ownership, possession, use or occupation of land or buildings
  - d) Arising out of the ownership, possession or use of motorised vehicles, yachts or motorised waterborne craft, airborne craft of any description, animals or firearms and weapons
7. Liability arising from loss or damage to property which belongs to YOU or is in YOUR care, custody or control.

## EXCLUSIONS (Applicable to the whole policy)

This insurance does NOT cover:

1. The first £15 of every claim. This is increased to 10% of the value of the instrument damaged whilst entrusted to a FRIEND unless the optional On Loan Hire cover has been purchased.
2. Faulty manipulation. Faulty Manipulation occurs when reasonable care and skill is not exercised by YOU or YOUR authorised agent in the normal adjustment and/or regulation of the insured instrument.
3. Loss or damage caused by wear, tear, gradual deterioration, moth, vermin, scratching or bruising, depreciation in value, contamination or anything that happens gradually.
4. Loss or damage caused by climatic or atmospheric conditions or extremes of temperature, unless as a direct result of storm, flood, or fire which involved the presence of a naked flame.
5. Loss or damage caused by any process of repairing, renovating, maintaining or cleaning.
6. Loss or damage caused by any fault or defect in the design, manufacture, workmanship or materials of the PROPERTY INSURED.
7. Any loss and/or damage which YOU may suffer by reasons of claims by Third Parties due to YOUR failure to fulfil any contract.
8. Any item that could be reasonably considered replaceable in the normal course of using the instrument or accessory (e.g. Strings, reeds, Drum heads, etc) unless damaged or lost as a result of an insured event covered under this policy.
9. Theft protection when the PROPERTY INSURED is on-loan to a third party unless YOU have selected this level of cover, as confirmed on the SCHEDULE, and taken adequate precautions to assess the identity of the person YOU are loaning the instrument to and retained evidence of their identity and address.
10. Loss or damage to PROPERTY INSURED while left in an unattended vehicle unless -
  - a) the vehicle is fully enclosed (i.e. not a convertible) and the items are placed out of sight within the boot (where practicable).
  - b) all doors, windows and other openings are closed, securely locked and properly fastened.
  - c) YOU have activated the vehicle alarm system and/or immobiliser (if fitted).
11. Loss or damage caused deliberately by YOU.
12. Loss or damage to any piece of equipment or working part caused by its own mechanical breakdown or failure, except where the damage



results from a clearly identifiable cause originating outside of the appliance or item.

13. Damaged caused by a third party transportation company unless the instrument/accessory is pack in a suitable rigid case designed for such purpose.
14. Loss caused by the theft of your instrument whilst entrusted to a FRIEND, unless the optional On Loan/Hire cover has been purchased.
15. Where structure cover has been added to any instrument, the instrument must have been on continuous cover for a minimum period of 24 months, be outside of the manufacturers warranty and be less than 35 years old from the date of manufacturer.
16. Any legal liability to third parties. (Unless Public Liability cover has been selected under this policy and confirmed on the SCHEDULE and then only in relation to the cover provided under such section).
17. WE will not provide any benefit under this insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.
18. **Asbestos** (not applicable to Employers' Liability)  
**We** will not indemnify **You** against any **Damage** or **Your** legal liability in respect of any loss, cost or expense directly or indirectly arising out of, resulting from or in respect of which a link has been or is established to the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use or exposure to asbestos or materials or **Products** containing asbestos whether or not there is another cause of loss which may have contributed concurrently or been operative in the sequence of events resulting in a loss.
19. **Disease Exclusion** (not applicable to Employers' Liability)  
We will not indemnify You against any Damage or Your legal liability in respect of any loss, cost or expense caused directly or indirectly by any one or more of the following, whether or not acting in any sequence with any other cause:

Disease, epidemic or pandemic, (including in all cases any contagious disease that affects animals) or any limitation or prevention of the use of objects because of hazards or potential hazards to human or animal health.

## 20. Cyber and Data Exclusion

20.1 Notwithstanding any provision to the contrary within this **Policy** or any endorsement thereto, this **Policy** excludes any:

- i) **Cyber Loss**, unless subject to the provisions of paragraph 2;
- ii) loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any **Data**, including any amount pertaining to the value of such **Data**, unless subject to the provisions of paragraph 3;

regardless of any other cause or event contributing concurrently or in any other sequence thereto.

20.2 Subject to all the terms, conditions, limitations and exclusions of this **Policy** or any endorsement thereto, this **Policy** covers physical loss or physical damage to property insured under this **Policy** caused by any ensuing fire or explosion which directly results from a **Cyber Incident**, unless that **Cyber Incident** is caused by, contributed to by, resulting from, arising out of or in connection with a **Cyber Act** including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **Cyber Act**.

20.3 Subject to all the terms, conditions, limitations and exclusions of this **Policy** or any endorsement thereto, should **Data Processing Media** owned or operated by the **Insured** suffer physical loss or physical damage insured by this **Policy**, then this **Policy** will cover the cost to repair or replace the **Data Processing Medium** itself plus the costs of copying the **Data** from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling the **Data**. If such media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank **Data Processing Media**. However, this **Policy** excludes any amount pertaining to the value of such **Data**, to **You** or any other party, even if such **Data** cannot be recreated, gathered or assembled.

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

20.5 This exclusion supersedes and, if in conflict with any other wording in the **Policy** or any endorsement thereto having a bearing on **Cyber Loss, Data** or **Data Processing Media**, replaces that wording.

## 21. Nuclear Energy Risks

**We** will not indemnify **You** in respect of Nuclear Energy Risks whether such risks are written directly and/or via Pools and/or Associations.

For the purpose of this **Policy**, Nuclear Energy Risks shall be defined as all first party and or third party insurances in respect of:

- i) nuclear reactors and nuclear power stations or plant;
- ii) any other **premises** or facilities whatsoever related to or concerned with:
  - a) the production of nuclear energy or
  - b) the production or storage or handling of nuclear fuel or nuclear waste
- iii) any other **premises** or facilities eligible for insurance by any local Nuclear Pool and/or Association.

## 22. Pollution (not applicable to Employers' Liability, Public Liability or Products Liability)

**We** will not indemnify **You** against loss, **Damage** or expense directly or indirectly caused by or contributed by or arising from **Pollution**.

This exclusion does not apply if such loss or **Damage** arises as a direct and sole consequence of one or more **Defined Peril**.

## 23. Pollution (for use for Public Liability and Products Liability)

**We** will indemnify **You** in respect of accidental **Bodily Injury** or accidental loss of or damage to **Property** caused solely by **Pollution** which results from a sudden, identifiable, unintended and unexpected incident if that incident takes place in its entirety at a specific and identified time and place during the **Period of Insurance** provided that:

- i) all **Pollution** which arises out of any one incident will be deemed to have occurred at the time that incident takes place;
- ii) **We** will not **Indemnify You** against liability in respect of **Pollution** happening anywhere in the United States of America or Canada or their territories, possessions, dependencies or protectorates; and
- iii) nothing in these provisos will increase **Our** liability to pay more than the limits of **Indemnity** specified in the **Schedule** in total in respect of damages costs fees and expenses-awarded against **You** during the **Period of Insurance**.

## 24. Radioactivity

**We** will not indemnify **You** against loss, **Damage**, expense or **Your** legal liability directly or indirectly caused by or contributed by or arising from:

- i) ionising radiation 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 or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
- iii) any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
- iv) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes;
- v) any chemical, biological, bio-chemical, or electromagnetic weapon.

## 25. Terrorism (not applicable to Employers' Liability)

**We** will not indemnify **You** against: loss, **Damage**, cost, or expense or **Your** legal liability directly or indirectly caused by or arising out of **Terrorism** or any loss, **Damage**, costs or expenses directly or indirectly caused by or arising out of any action taken in controlling, preventing, suppressing or in any way relating to any act of **Terrorism** regardless of any other cause or event contributing concurrently or in any other sequence of the loss.

If **We** allege that by reason of this exclusion, any loss, **Damage**, cost or expense or liability is not covered by this **Policy**, 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.

## 26. War

We will not indemnify You against any **Damage** or **Your** legal liability in respect of any loss, cost or expense directly or indirectly caused by, happening through or following war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

## 27. Micro-Organism Exclusion (not applicable to Employers' Liability)

**We** will not indemnify **You** against any loss **Damage** claim cost expenses or other sum directly or indirectly arising out of or relating to mould, mildew, fungus, spores or other micro-organism of any type, nature or description including but not limited to any substance whose presence poses an actual or potential threat to human health.

This Exclusion applies regardless whether there is;

- i) any physical loss or **Damage to Insured Property**;
- ii) any **Defined Peril** or cause whether or not contributing concurrently or in any sequence;
- iii) any loss of use occupancy or functionality;
- iv) any action required including but not limited to repair, replacement, removal, clean-up, abatement, disposal, relocation or steps taken to address medical or legal concerns or to comply with the advice or orders of any competent public or governmental authority or body.

This Exclusion replaces and supersedes any provision in this Policy that provides insurance, in whole or in part, for these matters.

## 28. Computer Systems (not applicable to Employers Liability)

**We** will not indemnify **You** against **Your** legal liability arising out of failure of any computer system, whether or not **Your Property**, to be date or time compliant including failure of any correction, attempted correction, conversion, renovation, rewriting or replacement of any computer system relating to date or time compliance.

### **General Definitions**

The below definitions relate to the exclusions identified in this Appendix D(3). The Sub-Coverholder should refer to the Standard Policy Documentation for a more exhaustive list of definitions.

#### **Cyber Act**

An unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System**.

#### **Cyber Incident**

The words **Cyber Incident** shall mean:

- a) any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**;  
or
- b) any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**.

#### **Cyber Loss**

Any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any **Cyber Act** or **Cyber Incident** including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **Cyber Act** or **Cyber Incident**.

#### **Computer System**

The words **Computer System** shall mean:

- a) any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop,

tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.

### **Damage / Damaged**

Accidental tangible physical loss, damage or destruction.

### **Data**

Information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a **Computer System**.

### **Data Processing Media**

Any property insured by this **Policy** on which **Data** can be stored but not the **Data** itself.

### **Pollution**

- a) Pollution or contamination by naturally occurring or man- made substances, forces, and organisms, including, but not limited to, (i) any actual, threatened, feared or perceived use of any biological, chemical, radioactive or nuclear agent, material or device, whether or not related in any way to any act of **Terrorism**, and (ii) the deposit of or impairment by dust or soot, chemical precipitation, adulteration or impurification, or any combination of them whether permanent or transitory; and
- b) all loss, damage or injury directly or indirectly caused by pollution or contamination as stated in a) above.

### **Terrorism**

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

# HOW TO CANCEL THIS POLICY

## **YOUR Cancellation Rights**

YOU may cancel this insurance within 14 days of the day YOU purchase this insurance or the day on which YOU receive the Policy wording, whichever is the later by contacting Jack Hayward Insurance Services.

YOU may also cancel this insurance at any other time by contacting Jack Hayward Insurance Services.

If this insurance is cancelled then, provided YOU have not made a claim, YOU will be entitled to a refund of any premium paid, subject to a deduction for any time for which YOU have been covered. This will be calculated on a proportional basis. For example, if YOU have been covered for six (6) months, the deduction for the time YOU have been covered will be half the annual premium.

If YOU cancel this insurance outside the 14 days cooling-off period, there will be an additional charge, as stated in the SCHEDULE, to cover the administrative cost of providing the insurance.

If WE pay any claim, in whole or in part, then no refund of premium will be allowed.

## **OUR Cancellation Rights**

WE can cancel this insurance by giving YOU 30 days' notice in writing where there is a valid reason for doing so. WE will refund the part of YOUR premium which applies to the remaining PERIOD OF INSURANCE providing YOU have not made a claim. Jack Hayward Insurance Services will send OUR cancellation letter to the address shown on the SCHEDULE and will set out the reason for cancellation in this letter. Valid reasons may include but are not limited to:

- Where WE have been unable to collect a premium payment and this has not been rectified by YOU within the time period given.
- Where YOU are required in accordance with the terms of this policy to co-operate with US, or send US information or documentation and YOU fail to do so in a way that materially affects OUR ability to process



a claim, or OUR ability to defend OUR interests. In this case, WE may issue a cancellation letter and will cancel YOUR policy if YOU fail to co-operate with US or provide the required information or documentation by the end of the cancellation notice period.

- Where WE reasonably suspect fraud.
- Due to the use of threatening or abusive behaviour or language, or intimidation or bullying of staff or suppliers.

## CLAIMS CONDITIONS

1. Please ensure that YOU report all incidents which could give rise to a claim, as soon as YOU become aware of them, by contacting:

Iain Hayward, of Jack Hayward Insurance Services,

75 Victoria Road,  
Mortimer Common,  
Reading,  
Berks,  
RG7 3SL  
0118-384 2025

[INSURE@JACKHAYWARD.CO.UK](mailto:INSURE@JACKHAYWARD.CO.UK)

YOU must forward to JRP Underwriting Claims Team (via Contact details below) as soon as possible, but no later than fourteen (14) days, if a claim for liability is made against YOU, any letter, claim, writ, summons or other legal documents YOU receive.

YOU must not admit liability or offer or agree to settle any claim without OUR written permission.

JRP Claims Team  
MPL Claims Management  
Temple Court  
13a Cathedral Rd  
Cardiff  
CF11 9HA  
Telephone: 0345 600014  
Email: [JRP@MPLClaims.com](mailto:JRP@MPLClaims.com)

2. YOU will be advised if YOU need to complete a claim form or produce documentation to support YOUR claim. In certain circumstances, a late notification may result in YOUR claim being rejected. YOU must be able to prove ownership or legal responsibility for the PROPERTY INSURED in the event of a claim. This may take the form of a valuation from a suitably qualified valuer (preferably dated within the last 5 years) or a purchase receipt.
3. YOU must notify the police as soon as it is reasonably possible in the event of any loss, destruction or damage by theft, attempted theft or malicious damage.
4. Automatic reinstatement of cover, following a claim being made, is included under this policy without any additional premium becoming payable.
5. YOU should be aware that a claim arising after the renewal of YOUR policy has been invited might affect the assessment and acceptance of renewal by YOUR insurers.

### **OUR RIGHTS**

1. WE may –
  - take full responsibility for conducting, defending or settling any claim in YOUR name
  - take any action WE may consider necessary to enforce YOUR rights or OUR rights under this insurance.
2. Following loss or damage, WE will be entitled at OUR sole option to repair, replace or pay for any item covered by this insurance.

For total loss or destruction of any article, WE will pay YOU the cost of replacing the item as new, as long as:

- the new item is as close as possible to, but not an improvement on, the original item when it was new;
- The sum insured covers the full cost of the item; and
- YOU have paid or WE have authorised the cost of replacement.

3. In the event of a claim, WE will not pay more than the sum insured specified in the SCHEDULE.
4. If the total value of the items, at the time of loss or damage, is more than YOUR sum insured for such items, then WE will only pay for a proportion of the claim.  
  
For example – if YOUR sum insured only represents one half of the total value of items WE will only pay one half of the cost of repair or replacement.
5. Following a valid claim, WE may, without incurring any further liability and without diminishing YOUR right to rely on any condition of this Insurance, take and keep possession of any of the PROPERTY INSURED and to deal with salvage in a reasonable manner, but YOU may not abandon any property to US.
6. If at the time of any loss, damage or liability arising under this policy there is any other insurance covering the same loss, damage or liability WE will pay only OUR rateable proportion.

## **FRAUD**

If YOU make a fraudulent claim under this insurance contract, then WE:

- (a) Are not liable to pay the claim; and
- (b) May recover from YOU any sums paid by US to YOU in respect of the claim; and
- (c) May by notice to YOU treat the contract as having been terminated with effect from the time of the fraudulent act.

If WE exercise OUR right under clause (c) above:

- (a) WE will not be liable to YOU in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to OUR liability under the insurance contract (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and
- (b) WE need not return any of the premiums paid.

## HOW TO MAKE A COMPLAINT

**Our** aim is to provide all **our** customers with a first-class standard of service. However, there may be occasions when you feel this objective has not been achieved. If **you** have a complaint about **your** policy or the handling of a claim, the details below set out some of the key steps that **you** can take to address your concerns.

Please quote your Policy Number in all correspondence so that **your** concern may be dealt with speedily.

### **Where do I start?**

If **your** complaint is about the way in which the policy was sold to you or whether it meets **your** requirements, **you** should contact:

Jack Hayward Insurance Services  
75 Victoria Rd  
Mortimer  
Reading, Berkshire, RG7 3SL

**[EMAIL: COMPLAINTS@JACKHAYWARD.CO.UK](mailto:COMPLAINTS@JACKHAYWARD.CO.UK)**

Telephone: 0118 384 2025

If **your** complaint is about a claim, you should refer the matter to JRP Underwriting Claims Team and MPL Claims Management Ltd. Their contact details are provided below.

JRP Claims Team  
MPL Claims Management  
Temple Court  
13a Cathedral Rd  
Cardiff  
CF11 9HA

Telephone: 0345 600014

Email: **[JRP@MPLCLAIMS.COM](mailto:JRP@MPLCLAIMS.COM)**

If **your** complaint is about anything else, **you** should refer it to JRP' Underwriting, whose contact details are:

Compliance Officer  
JRP Underwriting  
Suite 828, Gallery 8  
Lloyds Building  
One Lime Street  
London, EC3M 7DQ

Telephone: 0203 3326 2030

Alternatively you can ask your broker to refer the matter on for you.

### **What happens next?**

If MPL or JRP Underwriting are not able to resolve your complaint satisfactorily by close of business of the third business day following, they will refer your complaint to the Head of Compliance at ERGO Versicherung AG, UK Branch, who will send **you** an acknowledgement letter.

If you don't receive any acknowledgement letter, or at any time if **you** wish to do so, **you** may contact the Head of Compliance yourself by writing to:

Head of Compliance  
ERGO Versicherung AG, UK Branch,  
Munich Re Group Offices  
Plantation Place  
30 Fenchurch Street  
London  
EC3M 3AJ

Telephone: 020 3003 7444

E-mail: [COMPLAINTS@ERGO-COMMERCIAL.CO.UK](mailto:COMPLAINTS@ERGO-COMMERCIAL.CO.UK)

The Head of Compliance will investigate **your** complaint and will provide **you** with a written response within eight weeks of **your** initial complaint. This will either be a final response or a letter informing **you** that we need more time for **our** investigation.

### **If you remain unhappy**

If **we** have not resolved **your** complaint at the end of eight weeks, or if after receiving **our** final response **you** remain dissatisfied, **you** may be able to refer **your** complaint to the Financial Ombudsman Service (contact details below). **You** will have six months from the date of the final response to make this referral.

**Your** rights as a customer to take legal action are not affected by the existence or use of the complaints procedure mentioned above. However, the Financial Ombudsman Service may not adjudicate on a case where court proceedings are actively in progress.

The Financial Ombudsman Service  
Exchange Tower  
London  
E14 9GE

Telephone: 0800 0234 567

Further information is available from them and **you** may refer a complaint to them online at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

The Ombudsman will review complaints from eligible complainants. An eligible complainant is defined as:

- 1.a private individual;
- 2.a business, which has a group annual turnover of less than €2m (approx. £1.6m) and fewer than 10 staff at the time the complainant refers the complaint to the respondent;
- 3.a charity which has an annual income of less than £1m at the time the complainant refers the complaint to the respondent; or
- 4.a trustee of a trust which has a net asset value of less than £1m at the time the complainant refers the complaint to the respondent.

### **Financial Services Register**

The Financial Services Register can be checked by visiting the Financial Conduct Authority website on [WWW.FCA.ORG.UK](http://WWW.FCA.ORG.UK) or by calling 0800 111 6768

### **Financial Services Compensation Scheme (FSCS)**

ERGO Versicherung AG, UK Branch is covered by the FSCS. This means **YOU** may be entitled to compensation from the scheme in the unlikely event that ERGO Versicherung AG, UK Branch can not meet its obligations. Further details

can be obtained from FSCS, 10<sup>th</sup> Floor, Beaufont House, 15 St Botolph Street,  
London, EC3A 7QU Tel: 0207 741 4100 FAX: 0207 741 4101 or  
[WWW.FSCS.ORG.UK](http://WWW.FSCS.ORG.UK)

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## Authorisation and Regulation

ERGO Versicherung AG is a German insurance company with its headquarters at Victoraplatz 2, 40477 Düsseldorf. Registered No HRB36466. UK Branch registered in England and Wales, Registration No. BR016401. Registered Office: Plantation Place, 30 Fenchurch Street. London EC3M 3AJ

ERGO Versicherung AG, UK Branch is authorised by Bundesanstalt für Finanzdienstleistungsaufsicht and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Details about the extent of our regulators are available on us on request.

ERGO is part of the Munich RE Group, one of the leading reinsurers and risk carriers worldwide.

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