

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

**CERTIFICATE OF INSURANCE
&
POLICY
BOOKLET**

Sample Customer

Certificate No. Hxxxx-xx

DATE OF ISSUE:
23rd May 2019

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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.

INSURER:	ERGO Versicherung AG, UK Branch
POLICY TYPE:	Accidental Damage and Loss, ALL RISKS
POLICY BENEFITS:	Unattended Vehicle cover (<i>Where applicable</i>) In the event of a claim we shall provide: Replacement Instrument Hire (up to 2.5%) Transportation to/from repairers (£750 Limit) New for Old Cover ¹ Full Cost of repair/replacement (to sum assured) £1m Personal Public Liability

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

CERTIFICATE OF INSURANCE

Certificate No. Hxxxx-xx

This policy has been arranged by Jack Hayward Insurance Services under authorisation granted to them by JRP Insurance Management Ltd on behalf of ERGO Versicherung AG, UK Branch under LR18F493

This contract is underwritten by ERGO Versicherung AG, UK Branch. 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 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 the SCHEDULE as being included.

In return for payment of the premium shown in 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 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 25th 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 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

SCHEDULE

POLICY NUMBER: Hxxxx-xx
DATE OF ISSUE: 23rd May 2019
INSURED: Sample Customer
Somewhere

XX1 1XX

INSURER: ERGO Versicherung AG, UK Branch

PERIOD OF INSURANCE: 29th May 2019 at 00:00 to 28th May 2020 at 23:59

POLICY TYPE : Accidental Damage and Loss, ALL RISKS

POLICY NOTES: None

DESCRIPTION OF ITEMS TO BE ISSUED:	SUM INSURED	LEVEL OF COVER
Aoyama Vega	£ 10,000	UK/Ireland
Aoyama Saul Harp	£ 1,000	UK/Ireland
Aoyama Saul Harp	£ 1,000	UK/Ireland

TOTAL SUM INSURED: £ 12,000

Public Liability: Included

Sum Insured: £1m Personal

Excess: £250

PREMIUM: £ 111.74 including £ 11.07 IPT at the prevailing rate

Fee (Should YOU cancel outside the 14 day 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 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 identify 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.

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 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 if attending a lesson with YOUR teacher or a prearranged concert/rehearsal as part of YOUR learning to play.
UK/Ireland	Cover in YOUR home and across the UK and Ireland
All Europe	Cover in YOUR home, in the UK/Ireland 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 the transportation across the UK for display/demonstration at exhibitions.
On Loan/Hire	If YOU lend or hire YOUR instrument to a friend or third party YOU can increase YOUR cover to include the risks presented by them looking after YOUR instrument, including if they steal YOUR instrument.
Education	If YOU are a school, college or university, YOUR instrument is covered whilst on YOUR PREMISES and at any concert venue where YOU have booked a rehearsal or performance.

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 £750.
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 - upto a maximum amount of 2.5% of the PROPERTY INSURED value.

Sample

EXCLUSIONS (Applicable to the whole policy)

This insurance does NOT cover:

1. The first £15.00 of every claim.
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 identify 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. 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).
14. 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.

15. **MICRO-ORGANISM EXCLUSION CLAUSE**

This agreement does not cover any loss, damage, claim, cost, expense 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 the insured property; (ii) any insured peril or cause, whether or not contributing concurrency or in any sequence; (iii) any loss of use; occupation; or functionality; or (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.

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

16. **CONTAMINATION AND POLLUTION EXCLUSION CLAUSE**

This agreement shall not cover any loss or damage or liability due to contamination, sooting, deposition, impairment with dust chemical precipitation, poisoning epidemic and disease including but not limited to foot and mouth disease, pollution, adulteration or impurification or due to any limitation or prevention of the use of objects because of hazard to health.

This exclusion does not apply if such loss or damage arises out of one or more of the following perils:

- Fire, Lightening, Explosion, Impact of Aircraft.
- Vehicle Impact, Sonic Boom

- Accidental escape of water from any tank or apparatus or pipe
- Riot, Civil Commotion, Malicious Damage
- Storm, Hail
- Flood, Inundation
- Earthquake
- Landslide, Subsidence
- Pressure of Snowm Avalanche
- Volcanic Eruption

17. **RADIOACTIVE CONTAMINATION AND EXPLOSION NUCLEAR ASSEMBLIES EXCLUSION CLAUSE**

This agreement does not cover:

- a) Loss or destruction of to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss
- b) Any legal liability of whatsoever nature directly or indirectly caused or contributed to by or arising from
 - (i) Ionising radition or contamination by radioactive from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel.
 - (ii) The radioactive, toxic, explosion or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

18. **NUCLEAR ENERGY RISK EXCLUSION**

This agreement shall exclude Nuclear Energy Risks whether such risk are writtem directly and / or via Pools and / or Associations.

For the purposes of this agreement Nuclear Energy Risks shall be defined as all first party and or third party insurances in respect of:

- i) nuclear reactors and nuclear power station 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 storgage or handling of nuclear fuel or nuclear waste
- iii) Any other premisis or facility eligible for insurance by any local Nuclear pool and / / or Association.

19. **ELECTRONIC DATA EXCLUSION**

Notwithstanding any provision to the contrary within this Agreement or any endorsement thereto, it is understood and agreed as follows:

- a) This Agreement does not insure loss, damage, destruction, distortion, erasure, corruption or alteration of ELECTRONIC DATA from and clause whatsoever (including but not limited to COMPUTER VIRUS) or loss of use, reduction in functionality, cost expense of whatsoever nature resulting therefrom, regardless of any other cause or event contribution concurrently or in any other sequence to the loss.

ELECTRONIC DATA means facts, concepts and information converted to a form usable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

COMPUTER VIRUS means a set of corrupting, harmful or otherwise unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. COMPUTER VISUS includes but is not limited to 'Trojan Horses', 'worms' and 'time or logic bombs'.

- b) However, in the event that a peril listed below results from any matters described in paragraph (a) above, this Agreement, subject to all its terms, conditions and exclusions, will cover physical damage occurring during the original policy period to the property insured by the original policy caused by such listed peril

List perils:

Fire

Explosion

20. **ELECTRONIC DATA PROCESSING MEDIA VALUATION**

Notwithstanding any provision to the contrary within this Agreement or any endorsement thereto, it is understood and agreed as follows:

Should electronic data processing media insured by this Agreement, then the basis of the valuation shall be the cost of the blank media plus the cost of copying the ELECTRONIC 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 such ELECTRONIC DATA. If the media is not repaired, replaced or restored the basis of the valuation shall be the cost of the

blank media. However, this agreement does not insure any amount pertaining to the value of such ELECTRONIC DATA to the Assured or any other party, even if such ELECTRONIC DATA cannot be recreated, gathered or assembled.

21. **WAR and CIVIL WAR Exclusion**

Notwithstanding anything to the contrary contained herein this Policy does not cover Loss or Damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damaged to property by or under the order of any government or public or local authority.

22. **TERRORISM EXCLUSION ENDORSEMENT - NMA 2910**

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, result in or in connection with any act of terrorism regardless of any other cause or event contribution concurrently or in any other sequence to the loss.

For the purposes of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and / or the threat thereof, 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.

23. **ASBESTOS ENDORSEMENT**

This policy only insures asbestos physically incorporated in an insured building or structure, and then only provides indemnity in respect of that part of the asbestos which has been physically Damaged during the Period of Insurance by one of these listed perils:

This coverage is subject to all limitations in the Policy to which this endorsement is attached and in addition to each of the following specific limitations:

- a) The said building or structure must be insured under this Policy by a listed peril.
- b) The listed Peril must be the immediate sole cause of the Damage to the asbestos.
- c) The insured must report to the underwriters the existence and cost of the Damage as soon as practicable after the Listed Peril first Damaged the asbestos.

However this Policy does not insure and such Damage first reported to the Underwriters more than 12 (twelve) months after the expiration or termination of the Period of Insurance

This Policy shall provide no cover (whether for physical Damage business interruption delay or repair or other consequential loss) in respect of;

- i) Wear and tear or inherent defect, quality or vice in or of any asbestos
- ii) Any compliance with or breach of any legal or other duty or obligation (including without limitation any duty arising from any contract or statute, or any instruction, request or order of any court or government or regulatory authority) or any person in connection with the design manufacturer installation use retention treatment management repair replacement or removal or any asbestos (Damage or otherwise) or
- iii) Any asbestos which the Listed Peril has not physically Damaged.

Except as set forth in the foregoing Part A. of this endorsement, this Policy does not insure asbestos or any interest relating thereto.

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ASBESTOS EXCLUSION

This agreement does not cover and loss cost of expense directly or indirectly arising out of, resulting as a consequence of, or related the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use of 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 in any sequence to a loss.

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 on the SCHEDULE, should YOU become legally liable for accidental bodily Injury, death or disease or accidental damage to property belonging to others which arises 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. arising out of Pollution of the atmosphere or of any water, land, buildings or other tangible property except to the extent that YOU demonstrate that such Pollution;
 - a) was the direct result of a sudden, identifiable, unintended and unexpected incident occurring in its entirety at a specific time and place during the PERIOD OF INSURANCE
 - b) was not the direct result of YOU failing to take reasonable precautions to prevent such Pollution

Provided always that all such Pollution which arises out of one incident will be considered for the purposes of this Policy to have occurred at the time such incident takes place and that OUR total liability to pay damages (including claimants' costs, fees and expenses) under this clause will not exceed the Sum Insured stated in the SCHEDULE in total in respect of the PERIOD OF INSURANCE.

7.
 - a) directly or indirectly occasioned by, happening through, arising out of, resulting from or In connection with any fungus of any kind, including but not limited to mildew, mould, spore(s) or allergens; or
 - b) any costs or expenses associated, in any way, with the abatement, mitigation, remediation, containment, detoxification, neutralization, monitoring, removal, disposal, or any obligation to investigate or assess the presence or effects of any fungus of any kind, including but not limited to mildew, mould, spore(s) or allergens; or
 - c) any obligation or duty to defend any actions directly or indirectly occasioned by, happening through, arising out of, resulting from or in connection with any fungus of any kind, including but not limited to mildew, mould, spore(s) or allergensIrrespective of the cause of such fungus, mildew, mould, spore(s) or allergens, and whenever or wherever occurring.
8. 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

9. Liability arising from loss or damage to property which belongs to YOU or is in YOUR care, custody or control.

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 day 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

YOU must forward to
JRP Underwriting Claims Team (via Contact details as above) 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 document YOU receive.

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

2. YOU will be advised if YOU need to complete a claim form or produce documentation to support YOUR claim. In certain circumstances 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 re-instatement 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 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.

Sample

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.

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

Telephone: 0118 384 225

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

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

Telephone: 0345 600014

Email: JRP@MPLCLAIMS.COM

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

Compliance Officer

ERGO Versicherung AG UK Branch
Plantation Place
30 Fenchurch St
London
EC3M 3AJ

Telephone: 0203 003 7000

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

Please quote your policy number in all correspondence so that your concerns may be dealt with speedily.

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

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.

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 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 cannot meet it's obligations. Further

details can be obtained from FSCS, 10th Floor, Beaufont House, 15 St Botolph Street, London, EC3A 7QU Tel: 0207 741 4100 FAX: 0207 741 4101 or

WWW.FSCS.ORG.UK

Sample

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

0118 384 2025

INSURE@JACKHAYWARD.CO.UK

WWW.JACKHAYWARD.CO.UK

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