



# **BRITISH RESERVE Insurance**

A Cornhill company

British Reserve is a member of the  
General Insurance Standards Council

British Reserve Insurance  
6 Vale Avenue  
Tunbridge Wells  
Kent TN1 1EH  
Telephone: 0870 2400 303  
Facsimile: 0870 1600 304

## **MUSICAL INSTRUMENTS INSURANCE POLICY**

We insure you in accordance with and subject to the terms and conditions of this Policy in connection with the cover provided during the period of insurance.

For the Company

**IAN REED  
GENERAL MANAGER**

*Registered Office:* Cornhill House, 6 Vale Avenue, Tunbridge Wells, Kent, TN1 1EH.

## **DEFINITIONS**

YOU/YOUR/YOURS/YOURSELF

any such reference is to be read as a reference to the Insured named in the Schedule of this Policy.

WE/US/OURSELVES

any such reference is to be read as a reference to BRITISH RESERVE INSURANCE COMPANY LIMITED.

THE PERIOD OF INSURANCE

the period specified in the Schedule for which you have paid the premium and any subsequent period for which you shall have paid and we have agreed to accept payment of the premium.

CONDITIONS

the conditions regulate and qualify the insurance protection granted by this Policy. They place certain obligations upon you which you must fulfil before you are able to make a claim.

## **COVER PROVIDED**

Accidental loss or damage to the property insured happening anywhere within the Territorial Limits specified in the Schedule.

## **NOTICE TO CUSTOMERS**

You are advised that any telephone calls made to our Administration and Claims Handling Units may be recorded at random. These recordings may be used to monitor the accuracy of information provided by the customers and our own staff. They may also be used to allow additional training to be provided to our staff or to prove that our procedures comply with legal requirements. Our staff are aware that conversations can be monitored and recorded.

# WE DO NOT COVER

- 1 Loss or damage happening in connection with riot, civil commotion, earthquake or volcanic eruption occurring outside of Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.
- 2 Loss or damage by confiscation or detention or nationalisation or requisition by Customs or other officials or legal authorities.
- 3 Loss or damage arising from wear and tear, gradual deterioration, moth, vermin, woodworm or from any process of cleaning, repairing, dyeing or restoring any article.
- 4 Loss or damage arising from electrical, mechanical breakdown or derangement.
- 5 Loss or damage arising from
  - (a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
  - (b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or any nuclear components of such assembly.
  - (c) pressure waves caused by aircraft and other aerial devices.
- 6 Loss or damage directly or indirectly occasioned by or happening through war, invasion, act of foreign enemy hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
- 7 Breakage of strings and/or reeds and/or drum heads.
- 8 Loss or damage caused by climatic and/or atmospheric conditions and/or extremes of temperature unless such claim would have been recoverable under an ordinary Fire Insurance Policy.

- 9 Loss of or damage to any property described in the Schedule whilst left in an unattended vehicle unless the letter V is set against the item number of such property in the Schedule, in which case SPECIAL CLAUSE No. 2 shall apply.
- 10 Theft by any person or persons to whom the property insured is entrusted.
- 11 The amount of the Excess specified in the Schedule.
- 12 Any loss or damage caused by the failure of any electrical or computer equipment, software, micro-controller, microchip, accessories

## **SPECIAL CLAUSES**

The following SPECIAL CLAUSES only apply to items in the Schedule where the CLAUSE CODE LETTER is set against the item number.

- 1 CLAUSE CODE LETTER P - the property described by this item is only insured whilst contained within your premises, the address of which is stated in the Schedule.
- 2 CLAUSE CODE LETTER V - Exclusion No. 9 on page 4 of this Policy shall not apply to the property described by this item provided the vehicle in which it is contained is of the fully enclosed type with all doors and boot securely locked and with all windows firmly closed and also provided that if the value of the property to which such cover applies is £1,000 or more the following warranty shall apply:

IT IS WARRANTED that the vehicle in which the property insured is left unattended shall be fitted with an immobiliser and burglar alarm approved by the Company and such immobiliser and burglar alarm shall be tested and set in operation whenever the vehicle is left unattended.

# BASIS OF SETTLEMENT

In the event of

- (a) partial damage, the cost of repair and any depreciation in value resulting therefrom
- (b) total loss or destruction, the cost of replacement with no deduction for wear and tear or depreciation

PROVIDED

- (i) the Sum Insured is adequate to pay for repair or replacement and
- (ii) such repair or replacement is carried out without delay.

We may at our option indemnify you by cash payment, repair, replacement or reinstatement but our liability in respect of any item is limited to the Sum Insured for that item.

If you elect not to replace the property which has been totally lost or destroyed, the amount payable will be the market value limited to the Sum Insured for that item.

We will also pay reasonable additional expenses necessarily incurred in hiring alternative instruments or equipment up to 7.5 % of the sum insured on the items which are the subject of a claim limited to a maximum of £1,000 in respect of any one incident of loss or damage insured by this policy.

# CONDITIONS

## 1 PREMIUM

The premium or instalment must be paid on demand.

## 2 PRECAUTIONS

You must keep the property in a good state of repair and take all reasonable precautions to prevent accidents, loss or damage.

## 3 CLAIMS (1)

As soon as reasonably possible, you must:

(i) notify us of any occurrence which may produce a claim and provide any further details which we may require.

(ii) notify the Police:

(a) of any loss or damage by theft or attempted theft

(b) if the property is lost outside your normal place of residence.

## 4 CLAIMS (2)

We are entitled at our own expense to take proceedings in your name to recover any payment made under this Policy, when we consider that there are rights of recovery against other parties and you must assist when reasonably required to do so.

You must not make any admission of liability with or without our consent and we are entitled to take over and conduct in your name any negotiations or legal action in connection with a claim under this Policy.

## 5 OTHER INSURANCES

If at the time of any loss or damage there is any other insurance covering the insured property, we will only pay our rateable proportion of the loss.

- 6 PASSING OF INTEREST** Upon payment of any claim for total loss of an item under this Policy, the property shall belong to us.
- 7 REDUCTION OF SUM INSURED** When a payment is made in respect of any item in the Schedule, the Sum Insured by that item shall be reduced by that amount for the remainder of that period of insurance unless you pay the additional premium required to reinstate the sum insured to its original amount.
- 8 TRANSFER OF INTEREST** We will not be bound by any passing of your interest in this insurance otherwise than by death or operation of law unless and until we agree to accept such transfer of interest by the issue of an endorsement.
- 9 CANCELLATION** We may cancel this insurance by giving seven days notice in writing to you at your address stated in the Schedule, in which event a proportionate refund of premium will be made.
- 10 FRAUD** All benefit under this Policy is forfeited if a fraudulent claim is made.
- 11 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 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.
- 12 PROPOSAL** The Proposal for this insurance policy, made by you, is incorporated herein.
- 13 JURISDICTION** The parties to a contract of insurance covering a risk in the United Kingdom are allowed to choose the law applicable to the contract. In the absence of any written agreement to the contrary, the law applicable to this contract will be that of the country where the policyholder is usually resident where this is within the UK, the Channel Islands or the Isle of Man. Otherwise English Law will apply.

# **CUSTOMER SERVICE**

Our aim is to get it right, first time, every time. If we make a mistake we will try to put it right promptly.

If you have a complaint concerning this insurance please contact our Musical Instruments Administration Department where our fully trained staff are able to help you.

Musical Instruments Administration Department  
British Reserve Insurance Company Ltd  
Cornhill House  
6 Vale Avenue,  
Tunbridge Wells  
Kent TN1 1EH  
Telephone 0870 2400303 Fax 0870 1600304

If after this the matter remains unresolved please contact:

Customer Satisfaction Manager  
British Reserve Insurance Company Ltd  
Cornhill House  
6 Vale Avenue  
Tunbridge Wells  
Kent TN1 1EH  
Telephone 01892 703416 Fax 01892 517994 Email [schemescsm@cornhill.co.uk](mailto:schemescsm@cornhill.co.uk)

We will confirm to you receipt of your complaint within five working days and do our best to resolve the problem within four weeks. If we cannot we will let you know when an answer may be expected.

If we have not sorted out the situation within eight weeks we will provide you with information about the Financial Ombudsman Service.