

PLEASE ANSWER ALL QUESTIONS AS COMPLETELY AS POSSIBLE

1. Full Name:.....
2. Name of Group/Studio/Stage Name (if any):
3. Are you a: **Musician Band DJ Recoding Studio** (delete non applicable)
4. Contact Address:
-
5. Address where equipment is stored (if different from above):
-
6. Sum Insured: (Please provide a schedule of equipment including values – any items under £50. please add together as Miscellaneous items)
7. Maximum value any one item:
8. Cover required for Premises Only/UK/Europe/Worldwide (delete non applicable). If you require split cover, please advise.
9. Public Liability required: £1,000,000 £2,000,000 £5,000,000 (delete non applicable)

If the answer to any of the following questions is 'no', please provide further details.

Is the premises where the property is kept a private house/self contained flat/warehouse/private storage facility/private recording studio? Yes/No

Are the premises of standard brick/concrete construction with slate or tile roof? Yes/No

Are 5 lever mortice deadlocks fitted to all final entry/exit doors or is superior security in force? Yes/No

You have had no claims or instances that would give rise to a claim in the last 3 years? Yes/No

You do not have a criminal record or convictions that are not 'spent' or had any County Court Judgements made against you in the last 5 years? Yes/No

DECLARATION:

To the best of my knowledge and belief the information provided in connection with this proposal, whether in my own hand or not, is true and I have not withheld any material facts. I understand that non-disclosure or mis-representation of a material fact may entitle Insurers to void the Insurance. (N.B. A material fact is one likely to influence acceptance or assessment of this proposal by Insurers: if you are in doubt as to what constitutes a material fact you should consult us).

I understand that the signing of this proposal does not bind me to complete the insurance but agree that, should a contract of insurance be concluded, this proposal and the statements made herein shall form the basis of the contract.

Signature of Proposer:

Date:

IMPORTANT NOTICE

The liability of the Insurer does not commence until this proposal has been accepted by the Insurer and the premium payment cleared. Allow 28 days for receipt of documentation.

The whole of this insurance is subject to the following Warranties, Conditions, Exclusions and Clauses:

WARRANTIES

It is a condition precedent to the liability of Insurers that

1. all equipment is professionally packed whilst in unaccompanied transits.
THE FOLLOWING APPLIES TO VEHICLES OF 5 TONS OR LESS CARRYING CAPACITY -

- vehicles when left unattended shall have all doors, windows, windscreens and other openings left closed and properly fastened and be securely locked with keys removed and that any special protection shall be put into full and effective operation and any alarm system, where fitted, shall have been maintained in good order throughout the currency of this insurance.
- vehicles when left unattended between the hours of 2400 and 0700 must be immobilised by the removal and the carrying away from the vehicle of a part necessary for the vehicle to be driven, unless the vehicle is fitted with an alarm with a fuel cut off or ignition immobilising system. Or, alternatively, to be garaged in a securely locked building.

WHERE THE GROSS CARRYING CAPACITY IS 5 TONS OR MORE THE FOLLOWING APPLIES -

- vehicles to be locked at all times when left unattended and ignition keys removed.

CONDITIONS

- In the event of any occurrence likely to give rise to a claim under this insurance the Assured must give immediate notice in writing, stating the full circumstances of the loss to the Insurers or their Agents, and additionally in the case of theft, loss or malicious damage give notice to the local police immediately on the discovery of such an occurrence. If the Assured make any false or fraudulent claim or statement relating to this insurance, the coverage hereunder shall become void, and all claims hereunder shall be forfeited.
- Any item of the Specification which covers articles with no individual sum insured is SUBJECT TO AVERAGE: that is to say, if the TOTAL VALUE of all articles covered by such item is, at the time of loss or damage, greater than the Sum Insured, the Assured shall be entitled to recover ONLY SUCH PROPORTION of the loss or damage as the Sum Insured bears to the total value at risk.
- The Assured shall take all reasonable precautions to safeguard the insured property.
- In the event of the premium due to this insurance not being paid within 14 days, this insurance shall automatically be null and void.

EXCLUSIONS: This insurance does not cover -

- The amounts of excess each and every loss or damage as stated in the Certificate of Insurance.
- Faulty manipulation, erasure and loss of magnetism of tapes.
- Loss or damage caused by wear, tear, gradual deterioration, moth, vermin, scratching or bruising.
- Loss or damage caused by climatic or atmospheric conditions or extremes of temperature unless such loss or damage would be recoverable under an ordinary fire insurance policy.
- Loss or damage caused by any process of repairing, renovating, refinishing or cleaning.
- Infidelity of persons to whom any of the insured property may be loaned, rented or sold.
- Any consequential loss and/or consequential damage which the Assured may suffer by reason of claims by Third Parties for failure of the Assured to fulfil any contract.
- Loss, damage, liability or expense directly or indirectly occasioned by, happening through or in consequence of, war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation, or nationalisation, or requisition or destruction of, or damage to property by, or under the order of, any government or public or local authority.
- Breakage of strings, reeds or drumheads from any cause.
- Fraudulent conversion by any person to whom the insured property has been sold in good faith, loaned or rented.
- Year 2000 Exclusion**
Excludes claims arising from date recognition failure. (See Important Notice overleaf).

CLAUSES

1. Electrical Clause

It is hereby agreed that this insurance does not cover damage to that part of any dynamo, transformer, motor, wiring, main or other electrical appliance directly caused by short circuiting, overrunning, excessive pressure or leakage of electricity, but that this exclusion does not apply to damage thereto resulting from such causes and originating outside the appliance.

2. Mechanical Breakdown Clause

- No claim to attach to this insurance for damage to any working machine used by its own mechanical breakdown or derangement.
- No claim to attach to this insurance for damage to any working part caused by its own mechanical breakdown or derangement.

3. Radioactive Contamination and Nuclear Assemblies Exclusion

No claim to attach to this insurance for

- loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss
- any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from
 - ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

4. Non-Contribution Clause

No claim to attach to this insurance for loss or damage which at the time of the happening of such loss or damage is insured by or would but for the existence of this insurance be insured by any other existing policy or policies except in respect of any excess beyond the amount which would have been payable under such other policy or policies had this insurance not been effected.

5. Sonic Bang Exclusion Clause

Notwithstanding anything to the contrary contained herein this insurance does not cover loss, destruction or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

6. Automatic Reinstatement Clause

In the event of loss or losses occurring under this insurance, it is hereby mutually agreed to reinstate this insurance to its full amount as stated under "Sum Insured" in the Schedule from the time of the occurrence of such loss or losses until expiry of this insurance at an additional premium to be advised. Nevertheless the Insurers shall never be liable for more than the amount stated under "Sum Insured" each loss.

7. Hiring Out Clause

In the event of any equipment being hired out unaccompanied to a third party a signed hiring agreement is to be obtained holding the third party responsible for any loss and/or damage. Or as may be otherwise agreed by the Insurers.

8. Protections Maintenance Clause

It is agreed that the whole of the protections provided for the safety of the insured property shall be maintained in good order throughout the currency of this insurance and shall be put into use at all times when the Assured's premises are left unattended and that such protections shall not be withdrawn or varied to the detriment of the interests of the Insurers without their consent.

9. Hiring In Clause

It is also agreed to extend this insurance to cover -

Additional reasonable expenses necessarily incurred in hiring alternative equipment up to 5% of the total sum insured subject to a maximum of £2,000 in all in the event of an insured loss.

10. Inflation Clause

In the event of a claim being accepted under this insurance. Insurers agree to indemnify the Assured in respect of specified items up to a maximum of 10% over and above the value of the said item, during any one period of insurance. Subject to the item being replaced and the actual replacement cost being more than the specified insured amount.

11. Replacement as New Clause

In the event of total loss or destruction of any article insured hereunder which is (a) no more than 7 years old in respect of electrical items (b) not more than 2 years old in respect of records with no age limit on other items, and which is actually replaced by the Assured, the basis of settlement shall be the cost of replacing the article NEW but this shall not include any incidental costs or expenses incurred during such replacement. Provided always that the article is substantially the same as but not better than, the original article when new, and subject always to the limits of indemnity under the insurance.

All other records shall be on an indemnity basis plus 20% this would also apply in the event of cash settlement and would be subject to a maximum of £15.00 per item. The age of any record shall be determined by the period of time that has elapsed between the date of purchase and the date of any occurrence giving rise to a claim.

The basis of valuation shall not apply to wearing apparel.

Subject to the sum insured being adequate or an agreed value.

12. Geographical Limits Extension

It is further agreed to extend this insurance to cover - Up to 45 days consecutively or non-consecutively in any one period of insurance whilst anywhere in Europe where the geographical limits shown in the schedule read "Great Britain, Northern Ireland, Channel Islands and Isle of Man". Up to 45 days consecutively or non-consecutively in any one period of insurance whilst anywhere Worldwide where the geographical limits shown in the schedule read "Great Britain, Northern Ireland, Channel Islands and Isle of Man/Europe."

This extension shall only apply in respect of annual policies.

13. Replacement Clause

The Insurers shall be entitled at their sole option to replace any article lost or damaged (whether wholly or in part) or to pay cash therefore, not exceeding in any event the insured value thereof.

14. Documentary Evidence Clause

The Assured shall in case of loss or damage and as a condition precedent to any right of indemnification in respect thereof give to the Insurers such information and evidence as the Insurers may reasonably require.

15. Jurisdiction Clause

This insurance shall be governed by the Laws of the United Kingdom whose Courts shall have jurisdiction in any dispute doubt or question arising hereunder and in the event of any action, claim or demand by any Third Party under or by virtue of this insurance the liability of the Insurers to indemnify in such event shall be limited to judgements delivered or obtained in the first instance by a court of competent jurisdiction within.

16. Cancellation

This insurance may be cancelled at any time at the request of the Assured in writing to the Broker who effected the insurance and the premium hereon shall be adjusted on the basis of the Insurers receiving or retaining the customary short term premium but in any event not less than £50.

This insurance may also be cancelled by or on behalf of the Insurers by ten days notice given in writing to the Assured at his last known address and the premium hereon shall be adjusted on the basis of the insurers receiving or retaining pro rata premiums but in any event not less than £50.

17. Insurance Premium Tax

Premiums hereunder are subject to Insurance Premium Tax as may be applicable at the time of payment of the premium.