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# Insurance

## Public Liability Insurance

A free benefit protecting MU members against damage to a third person or their property while performing or teaching.

Employers, Local Authorities and the like increasingly require written evidence that musicians are insured against Public Liability before they are able to perform. Public Liability Insurance is provided by the Musicians' Union to a current level of indemnity of £10 million per individual member.

This benefit of Musicians' Union membership protects members from the financial consequences of claims against them for bodily injury and/or damage to property of any person not your employee whilst performing either solo or as part of a group/band/orchestra and/or whilst teaching in a public or private place (including at home). This cover applies only to individual MU members who are in benefit with subscriptions in accordance with the *Rules* of the Union.

No separate registration is needed. In order to comply with the Union's Public Liability insurance cover, members should be aware that:

- They have a duty of care to take all reasonable precautions to prevent damage or injury to third parties and/or third party property; and
- They must comply with all statutory requirements and safety legislation imposed by any authority;
- The lack of a valid *Portable Appliance Testing (PAT)* certificate does not in itself automatically invalidate cover under the Union's PLI scheme. However, the possession of a certificate would satisfy the insurers on the points identified above, in the event of a claim being made.

### Policy summary and key facts

This is a summary of cover only. Please refer to the policy wording for full details of the policy cover, terms and conditions.

### About the policy

This insurance is underwritten by AVIVA. English Law will be applicable unless otherwise stated in your Policy's terms and conditions.

The language used in this Policy and any communication relating to it will be English.

This policy will provide you with Public/Products Liability Insurance, and will be issued for an annual period effective from 1 January 2013.

### Your business activities

This policy is only operative whilst the individual registered member of the MU is performing, rehearsing, auditioning or composing, either solo or as part of group, band or orchestra, and/or whilst teaching or mentoring in the field of music, either at the member's own home or any other place and in transit thereto and therefrom, including the setting up and dismantling of equipment, and/or individual registered members of the Musicians' Union whilst setting up, operating and dismantling sound or lighting equipment at ground level only.

### Territorial limits

You will be insured while in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man and while temporarily engaged on business on visits outside these territories.

## Key features of cover Section 1 – Public and Products Liability

This policy provides cover in respect of legal liability for damages including legal costs for:

- Accidental personal injury to any person not your employee.
- Accidental damage to third party Property.
- Nuisance and trespass (excluding deliberate acts) happening during the period of insurance in connection with the Business.

The limit of indemnity will be £10,000,000 any one claim (any one period in respect of Products liability).

### Special extensions

- Compensation for court attendance in connection with a claim; £250 per day.
- Indemnity to Principal.
- Member to member liability (not an employee).

### What is not covered:

1. Injury to any Person Employed.
2. Risks that require more specific insurance, i.e. Motor, Marine, Aircraft etc.
3. Damage to Property in the custody or control of the Insured.
4. Pollution or contamination unless sudden and accidental.
5. Costs of repair, recall or replacement of defective products.
6. Advice, design or specification for a fee.
7. Fines and penalties.
8. Aircraft and nuclear risks.
9. Use of pyrotechnics explosives or any special effect.
10. Ownership of a property other than the Insured's own private dwelling.
11. The actions of an employee.
12. The first £100 of a property damage claim.

### How to make a claim

In the unfortunate event that you need to make a claim, please contact Hencilla Canworth as soon as possible. The company's contact

details are listed over the page. Please note that late notification can lead to claims being repudiated.

Under no circumstances should you admit liability following a claim or an incident that could give rise to a claim.

### How to make a complaint

Hencilla Canworth are dedicated to providing you with a high standard of service and we want to ensure we maintain these standards at all times.

If you feel that we have not offered you a first class service please write and tell us and we will do our best to resolve the problem.

Should you have any questions or concerns about your insurance or the handling of a claim you should, in the first instance, please contact Hencilla Canworth.

If Hencilla is unable to resolve your complaint, your case may be referred to the Financial Ombudsman Service.

Further details will be provided to you at the appropriate stage of the complaints process.

### Details of our regulator

Hencilla Canworth Limited and AVIVA Bonus are authorised and regulated by the Financial Services Authority (FSA). The FSA website, which includes a *Register* of all regulated firms, can be visited at [fsa.gov.uk](http://fsa.gov.uk)

The Financial Services Authority can also be contacted on 0845 606 1234.

### Additional information

If you require any further information or wish to request a copy of the policy wording, please contact:  
Hencilla Canworth,  
Simpson House,  
6 Cherry Orchard Road,  
Croydon CR9 5BB.

T 020 8686 5050  
F 020 8686 5559  
E [mail@hencilla.co.uk](mailto:mail@hencilla.co.uk)

## Equipment insurance

A free benefit giving MU members £2,000 of instrument and related equipment cover, anywhere in the world.

Every player, performer and writer is aware of the crucial role that instruments and equipment play in their creative life. The loss or theft of an essential instrument or piece of kit not only prevents a musician earning a living but also has an emotional and personal impact which cannot be valued in financial terms alone.

Recognising the importance of such tools of the trade, the MU has negotiated a benefit which offers every paid-up member access to £2,000-worth of free musical instrument and related equipment cover anywhere in the world.

To obtain this cover, simply follow the instructions below and register for the scheme (see the form, *Part A — Registration for Free Cover*).

The facility is administered by our preferred insurance brokers, Hencilla Canworth, and the cover itself provided by the respected and established insurance company, Allianz Musical Insurance, a trading name of British Reserve Insurance Company Limited. There is also the opportunity to obtain additional insurance cover at preferential rates by completing the brief questionnaire and outlining your requirements (see the form, *Part B — Application for Additional Cover*).

This additional cover can provide lower excesses, cover for specified instruments and musical equipment from unattended vehicles, depreciation in value following repair and provision of hire instruments during a repair period.

### Notice of policy changes to free £2,000 cover, effective 1st January 2013

All paid up members of the Musicians Union are entitled to register for the free £2,000 Musicians' Union Musical Instrument and Related Musical Equipment Insurance Scheme (Free Cover).

Provided that you have registered and received a policy schedule, your Musical Instruments and Related Musical Equipment will be insured against loss, damage or theft anywhere in the world up to £2,000 (in any annual period) subject to the terms and conditions below.

Claims are subject to a policy excess of £100 per claim.

Members can also claim up to £200 per incident (maximum £500 during the annual period of insurance) should you need to hire alternative equipment and instruments.

Any member that has not registered, can do so by contacting Hencilla Canworth Ltd (Hencilla) on telephone 020 8686 5050 or by email at [mucover@hencilla.co.uk](mailto:mucover@hencilla.co.uk)

Please note that you will not be insured unless you have received a confirmation of cover letter together with a policy schedule showing your name and membership number.

Members that have already registered (provided that your membership remains continuous) need take no further action, as the cover will continue automatically.

## Part A — Registration for Free Cover

Registration for unspecified musical instruments and related musical equipment cover

Name .....

Membership no .....

Tel no .....

Address .....

.....

.....

Email .....

Please photocopy this page and send completed form to Hencilla Canworth Ltd, Simpson House, 6 Cherry Orchard Road, Croydon CR9 6AZ.

### Additional cover

Any member requiring cover for musical instruments and related musical equipment above £2,000 can do so, on a specified basis via Hencilla.

Members will receive a unique discount and exclusive rates when buying Additional Cover via Hencilla.

N.B. Once Additional Cover has been arranged on specified items, members will lose the right to claim under the Free Cover.

Additional Cover carries a lower excess: nil on classical and acoustic and £25 on electronic instruments and up to £1,000 to hire replacement items following a claim.

Please call Hencilla for an Additional Cover quote on 020 8686 5050 or email your enquiry to [mucover@hencilla.co.uk](mailto:mucover@hencilla.co.uk)

Members that have already purchased Additional Cover via Hencilla will receive a renewal invitation in the usual manner but in the meantime the policy terms and conditions below will apply in addition to the endorsement cover that you have already received.

A £2,000 excess will apply to those with Additional Cover where MU membership has lapsed.

**All members should ensure that they are fully aware of the new policy terms and conditions, which are effective from the 1st January 2013:**

### Free £2,000 Musicians' Union Musical Instrument and Related Musical Equipment Insurance Scheme – Terms and Conditions

These Terms and Conditions are part of your insurance contract and must be read in conjunction with your policy schedule. We will indemnify you in accordance with and subject to the Terms and Conditions of this policy document during the period of insurance.

### Definitions

If we explain what a word means, that word has the same meaning wherever it appears in these Terms and Conditions and/or the policy schedule. These words are highlighted in bold and are explained here:

#### **Accidental loss/accidentally lost:**

Loss which is sudden and unexpected and is not deliberately caused by you or any other party.



**Equipment and instruments:** Musical instruments and related musical equipment owned and used by you.

**Indemnify:** To restore you to the same financial position after a valid claim that you were in immediately prior to a valid claim.

**Loaned:** The temporary transfer of the equipment and instruments into the custody and control of another person with your permission.

**Period of insurance:** The time during which we provide this insurance as shown on your policy schedule.

**Total loss or destruction:** The amount payable in the event of a valid claim which exceeds the limits of this policy, after deduction of the policy excess.

**We, our, us:** British Reserve Insurance Company Limited, trading as Allianz Musical Insurance.

**You, your, yourself:** A member of Musicians' Union who has registered their details to obtain the benefits of this insurance policy.

### What is covered?

This policy covers the following for any equipment and instruments owned by, and for the personal use of, a member of Musicians' Union who has registered to obtain this cover. Cover applies anywhere in the world.

- a. If the equipment and instruments are accidentally damaged and can be repaired, we will pay the cost of repair and any depreciation in value arising directly from the damage.
- b. If the equipment and instruments are accidentally damaged and beyond economic repair or are stolen or accidentally lost, we will pay the cost to replace the items.
- c. In the event of a valid claim if you need to hire replacement equipment and instruments this policy covers the costs incurred to hire the replacements.

### What is not covered?

1. The first £100 of any claim.
2. For each member of the Musicians' Union more than £2,000 in a 12-month period from the date of loss, other than hire charges.
3. For each member of the Musicians' Union more than:
  - a. £200 for each claim to hire equipment and instruments, and
  - b. £500 for the combined costs of all hire of equipment and instruments during the period of insurance.
4. Any amount for hiring replacement equipment and instruments unless you provide written confirmation showing why you need to hire a replacement instrument. For example, an upcoming concert performance or a pupil's music teacher confirming the instrument is needed for a scheduled lesson.
5. Theft, or damage caused by attempted theft, from the premises the equipment and instruments are kept when the premises is left unattended, unless:
  - a. All external doors are locked, and
  - b. All external windows are closed and latched.
6. Theft or damage to any equipment and instruments whilst left in an unattended vehicle, unless that vehicle is of the fully enclosed type (not a soft top or convertible vehicle) and provided that whilst left in an unattended vehicle **you** had hidden it from view in the vehicle (for example, in a glove compartment or boot), locked the vehicle, with all windows and sunroofs closed, and used all available security systems.
7. Breakage of strings, reeds and/or drumheads.
8. Loss or damage arising from:
  - a. Wear and tear, deterioration or any gradually operating cause.
  - b. An inherent or latent defect.
  - c. Wet or dry rot, mould, mildew, fungus, rust or corrosion.
  - d. Insects, vermin or woodworm.
9. Loss or damage arising from:
  - a. Faulty design or workmanship or the use of faulty or unsuitable materials.

- b.** Any commercial process of cleaning, dyeing, maintenance, repairing, restoration or servicing.
  - c.** Electronic, electrical or mechanical breakdown, failure or derangement.
  - d.** Any form of virus.
- 10.** Loss or damage arising from:
    - a.** Any form of transit by air unless the property insured is securely packed in a suitable protective musical instrument case, or has been packed by a professional transit or removal company.
    - b.** Any form of postal or similar transit unless the property insured is securely packed in a suitable protective musical instrument case or other suitable protective container.
  - 11.** Loss or damage arising from:
    - a.** Climatic and atmospheric conditions, changes in air pressure and extremes of temperature.
    - b.** Effects of sunlight, fading, changes in colour, texture or finish.
    - c.** Dampness, dryness, shrinkage or contamination.
  - 12.** Any costs suffered as a result of not being able to use the equipment and instruments.
  - 13.** Any costs incurred in matching any parts of a set or a collection not involved in a claim.
  - 14.** Theft by any person or persons to whom the equipment and instruments are entrusted or loaned.
  - 15.** Any loss or damage caused by the failure of any electrical or computer equipment, software, micro-controller, microchip, accessories or associated equipment, to correctly recognise and process any calendar date or time.
  - 16.** Costs or damage by confiscation or detention or nationalisation or requisition by Customs or other officials or legal authorities.
  - 17.** Loss or damage happening in connection with an earthquake or a volcanic eruption.
  - 18.** 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.
  - d.** Any chemical, biological, bio-chemical or electromagnetic weapon.
- 19.** Loss or damage due to war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
  - 20.** Loss, damage, cost or expense of whatever nature directly or indirectly caused by, resulting from, or in connection with, any act of terrorism, regardless of any other cause or event contributing at the same time or in any other sequence to the loss.  
An 'act of terrorism' means the use, or threatened use of biological, chemical or nuclear force by any person or group of people, whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed to political, religious, ideological or similar purposes including the intention to influence any government or to put the public or any section of the public in fear.
  - 21.** Travel, delivery, postage or courier costs in the event of a claim, such as transporting the item to a repairer.
  - 22.** The cost of any estimate or quotation to replace and/or repair the equipment and instruments.
  - 23.** Unexplained theft.
  - 24.** Unexplained loss within **your** residence.
- ## Claims
- ### Making a claim
- 1.** As soon as possible **you** must:
    - a.** Notify Hencilla Canworth Ltd (please see Customer Service for full contact details) of any occurrence which may result in a



claim and provide further details which may be required.

**b.** Notify the police:

- Of any loss or damage by theft, attempted theft or malicious damage.
- If the property is lost whilst away from your normal place of residence.

2. You must not make any admission of liability 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.
3. You must provide evidence of value and ownership or legal responsibility if requested by us to enable us to settle your claim.
4. As a service to our clients it is usually possible for us to settle any repair/replacement invoices direct with the repairer/retailer, therefore avoiding the need for you to settle the invoice yourself.

### How we will settle your claim

1. In the event of partial damage we will pay for the full cost of repairs and for any depreciation in value arising directly from the damage, after deduction of the policy excess (but not exceeding in total £2,000) provided such repairs are carried out without delay.
2. In the event of total loss or destruction we will pay the cost of replacing the equipment and instruments with no deduction for wear or tear or depreciation (but not exceeding £2,000) provided such replacement is carried out without delay.
3. By 'replace the item' we mean:
  - a.** For property which can be replaced with a new model identical to the equipment and instruments or with equivalent quality and features, the catalogue price at the start of the current period of insurance.

- b. For other property, the market value at the start of the current period of insurance.
4. We may at our option indemnify you by cash payment, repair, replacement or reinstatement but our liability in respect of any item is restricted to the policy limit after deduction of the policy excess.
  5. If you elect not to replace property which has been totally lost or destroyed, the amount payable will be restricted to the policy limit after deduction of the policy excess.

### Airline claims

In the event that the equipment and instruments are lost, stolen or damaged during air travel you must:

1. Report any damage or loss as soon as possible to the relevant airline staff and comply with any instructions they give.
2. Obtain a property irregularity report or damage report from the airline.
3. Retain your baggage-check ticket and tag(s).

### Special Conditions

1. **Precautions:** You must keep the equipment and instruments in a good state of repair and take all reasonable precautions to prevent accidents, theft, loss or damage. If there is a disagreement between you and us as to what reasonable precautions are, the details will be referred to a specialist body mutually agreed upon.
2. **Musicians' Union Membership:** This insurance cover is only in force if:
  - a. Musicians' Union have renewed this policy,
  - b. You are a Musicians Union member, and
  - c. You are registered to have this cover.
 If you do not pay your membership fees this cover will automatically stop when your Musicians' Union membership ends.
3. **Claims, our rights:** 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 us when reasonably required to do so.

4. **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.
5. **Passing of interest:** When a claim is settled for a total loss, the item will belong to us. If we choose not to take possession of the item, we will not be held responsible for any disposal charges.
6. **Transfer of interest:** You may not transfer the interest of this policy to any other party without our written consent.
7. **Arbitration:** If we accept that there is a claim under this policy but there is disagreement in respect of the amount to be paid, the disagreement will be referred to an arbitrator appointed in accordance with the current statutory provisions. In these circumstances the arbitrator's award must be made before there is any right of action against us.
8. **Jurisdiction:**
  - a. All aspects of the policy, including negotiation and performance, are subject to English law and the decisions of English courts.
  - b. Unless we agree otherwise the language of the policy and all communications relating to it will be English.

### Customer service

If you have a question about your insurance please contact:  
Hencilla Canworth Ltd, Simpson House, 2—6 Cherry Orchard Road, Croydon CR9 5BB, United Kingdom.  
T 020 8686 5050

### Complaints Procedure: Sales – Hencilla Canworth Ltd

If you have any concerns or are dissatisfied regarding the sale of your policy please contact Hencilla Canworth Ltd using the details given in Customer Service. Alternatively, if you are unhappy with any other aspect



of the policy please read the section below and follow the steps outlined.

### **Complaints Procedure: Non-Sales – Allianz Musical Insurance**

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

If you have a complaint please contact our Customer Satisfaction Manager at:  
Allianz Musical Insurance, PO Box 589,  
Great West House (GW2), Great West  
Road, Brentford, Middlesex TW8 1AH,  
United Kingdom.  
T 0844 391 4037  
Elcsm@allianz.co.uk

Using our complaints procedure or referral to the Financial Ombudsman Services does not affect your legal rights.

### **Financial Services Compensation Scheme**

If we are unable to meet our liabilities you may be entitled to compensation under the Financial Services Compensation Scheme (FSCS). Further information about compensation scheme arrangements is available at [fscs.org.uk](http://fscs.org.uk), by emailing [enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk) or by telephoning the FSCS on 0800 678 1100 or 020 7741 4100.

### **How we use your data**

- Please be aware that telephone calls are recorded for your, Hencilla Canworth Ltd's and our protection, and for monitoring and training purposes.
- Your details will be stored on Hencilla Canworth Ltd and our computer systems to administer your policy but will not be kept longer than necessary.
- You have the right to request a copy of the personal details we hold about you. A small charge may apply.
- We and Hencilla Canworth Ltd can only discuss your personal details with you. If you would like anyone

else to act on your behalf please let Hencilla Canworth Ltd know.

- Unless you advise otherwise, we may use your details to support the development of our business by including them in customer surveys.
- We may share your details with other insurance companies, directly or through a number of databases. This allows us to check information you give us and also helps us prevent fraud.
- Your personal details may be transferred to countries outside the EEA. They will at all times be held securely and handled with the utmost care in accordance with all principles of UK law.
- We may pass your information to selected third party advisors and/or to loss adjustors outside the Allianz Group for the purpose of administering your claim and/or underwriting your policy.

### Fraud

- If you or anyone acting on behalf of you makes any false or fraudulent claim or supports a claim by false or fraudulent document, device or statement, this policy shall be void and you will forfeit all rights under the policy. In such circumstances, we retain the right to recover any sums paid by way of benefit under the policy. 'Void' means we will stop your insurance from the date the fraud occurred. If we take this action you must tell any other insurer that we have voided your cover and failure to do this could invalidate any future insurance policy.
- If we receive a claim under your policy we may ask you or any person covered under the policy to give written consent, during the claims process, for us to obtain specified information and material from the police and to exchange

information and material with them. The purpose of these measures is to help us verify claims and to guard against fraud. If you or a covered person gives such consent you or the covered person will be given the opportunity to receive a copy of the information and material the police release to us. Should you or any covered person decline to give such consent we may in turn decline to settle the claim without the required information and material. We will not normally release information or material about a covered person to you without their consent.

### Cancellation Rights

Providing Musicians' Union renew this policy each year, your insurance cover will remain in force for as long as you are a Musicians Union member and are registered to have this cover. If you do not pay your membership fees this cover will automatically stop when your Musicians' Union membership ends.

### Underwriter

Allianz Musical Insurance is the trading name of British Reserve Insurance Company Limited which underwrites this insurance. British Reserve Insurance Company Limited is a wholly owned subsidiary of Allianz Insurance plc. British Reserve Insurance Company Limited is registered in England No. 307622. Registered Office: 57 Ladymead, Guildford, Surrey GU1 1DB, United Kingdom. British Reserve Insurance Company Limited is authorised and regulated by the Financial Services Authority. This can be checked by visiting the FSA website at [fsa.gov.uk/fsaregister](http://fsa.gov.uk/fsaregister) or by contacting the FSA on 0845 606 1234. British Reserve Insurance Company Limited's FSA registration number is 202058.

***A copy of this document is available in Braille or large print on request.***

## Personal accident cover

An MU member benefit providing valuable cover in the event of an accident which results in injury.

All paying members of the Musicians' Union resident in Britain under 80 years of age are insured against disability following an accident, through the RSA Insurance Group.

Please note that reduced benefits apply to those under 18 years of age.

The cover provided is summarised below. For full details of the policy cover, please visit the website of the MU's preferred insurance intermediary, Hencilla Canworth, which can be accessed at [hencilla.co.uk](http://hencilla.co.uk)

*Please also note that, should you or one of your family have an accident, we also recommend that you contact the Thompsons' Accidents Plus helpline — see p34 of this Handbook for details.*

### Policy summary

#### What type of incident is covered?

This policy covers you against accidental injury which arises at any time other than whilst undertaking a non-Musicians' Union-related occupation.

A Musicians' Union Occupation is defined as the 'composition, creation or performance of music or the tuition thereof'.

#### Is there an excess or deductible?

The first 14 days are excluded under the temporary disability section of the policy.

#### Are payments made on incidents occurring outside of the UK?

Yes. The policy covers incidents occurring worldwide, provided that you are resident in Britain.

#### What are the benefits if I do have an accident?

The policy pays the following benefits in the event of an 'accident' covered by the policy:

- Loss of life: £20,000.
- Loss of one or both eyes: £20,000.
- Loss of one or more limbs: £20,000.
- Permanent total disablement: (up to) £20,000.
- Temporary total disablement: £100 per week, payable for up to 52 weeks, excluding the first two weeks.

The policy also provides certain benefits for medical expenses, coma benefit, disability assistance, hospitalisation and funeral expenses following an accident covered by the policy. 'Accident' means a sudden, unexpected, unusual, specific incident. The maximum payable in respect of temporary total disablement shall not exceed £5,200 for any member during any continuous 36-month period.

#### Do I get benefits if I don't work as a musician?

If you haven't worked in a Musicians' Union Occupation within two weeks of the time of an accident, the weekly £100 benefit will only be payable if the disability is sufficient to prevent you from undertaking any occupation.

If you do not earn your living from a Musicians' Union Occupation then, in the event of permanent disability following an accident, the percentages shown on p08 of the *Policy Wording* document will be payable.

The *Policy Wording* document can be downloaded from [hencilla.co.uk](http://hencilla.co.uk)



### What if I am aged less than 18 years?

The maximum payable under the temporary total disability benefit is £25 per week and the maximum, in the event of loss of life following an accident, is £2,000. The other benefits are the same.

### What are the principal exclusions?

- The first 14 days following an insured accident.
- Aeronautics or aviation other than as a passenger.
- Drug abuse.
- Intentional self-injury or suicide.
- Involvement in the armed forces.
- Fighting or duelling other than self-defence.
- Mountaineering or rock climbing.
- Riding or hunting on horseback.
- Motor cycling, quad biking, parachuting, winter sports, racing.
- War and/or terrorism.
- Illness or disease not resulting from an accident.
- Natural causes, degenerative process or a gradually operating condition.

- Injuries arising from a non-Musicians' Union-related occupation.
- Pre-existing weakness.
- Psychiatric, mental or nervous disorder.

### Are there any conditions?

Yes. You must notify Hencilla Canworth of any potential claim as soon as possible but, in any event, within three months of an accident. You must take reasonable care. You must notify Hencilla Canworth if you intend to travel to an area of unrest.

### How do I make a claim?

In the event that you need to make a claim, contact Hencilla Canworth as soon as possible. Call 020 8686 5050 or email [shirley.rose@hencilla.co.uk](mailto:shirley.rose@hencilla.co.uk).

Please be aware that late notification can lead to claims being repudiated.

### Is additional cover available?

Yes, additional cover is available at highly competitive rates. Full details are available at [hencilla.co.uk](http://hencilla.co.uk) or by calling 020 8686 5050.

## Family Motoring & Accident Aftercare

### A new MU benefit, to help members and their families in the event of a road traffic accident, anywhere in the UK.

All road accidents are unwelcome and sorting out the claim details and making the initial report can be very stressful. And that is before you have even thought about repairing the damage to your vehicle.

Realising the importance of road travel to working musicians and their families, the MU has launched a new, free benefit, the Family Motoring & Aftercare Scheme.

This aims to bring MU members and their families the peace of mind provided by easy access to range of practical assistance if they should become involved in a road accident in the UK, including Northern Ireland.

#### Policy summary

Please note that this is a summary of cover only. Please refer to the policy wording for full details of the policy cover, terms and conditions.

#### How it works

Administered by Shakespeare Putzman LLP, the Family Motoring & Aftercare Scheme gives access to a range of valuable post-accident assistance with a single phone call, 365 days of the year, 24 hours a day.

Membership is not limited to just one vehicle — the Scheme covers you and your family for any vehicle that they drive or travel in as a passenger, at any time, anywhere in the UK. Any type of car, be it mainstream or prestige and/or the van you own and use, can be repaired and replaced.

#### Summary of benefits

If you were not at fault, a single call to the UK call centre will take care of:

- The recovery of your damaged vehicle to an approved accident repair centre and the full management of the resulting work, without claiming on your insurance or requiring you to pay your insurance excess.
- The provision of a replacement vehicle, delivered to anywhere in the UK, on a like-for-like basis for prestige marques and on a category-equivalent basis for mainstream brands and light commercial vehicles. The Scheme has access to more than 300,000 vehicles nationwide.
- The fitting of child seats to the replacement, if required.
- All of the administration and reporting of the accident to the insurers, which will be handled by a specialist insurance-liaison team.
- Injuries sustained in the accident will be treated with physiotherapy and rehabilitation of the highest quality at a private clinic local to you. A team of specialist road traffic accident lawyers will help you win compensation for any injuries.
- Arranging for the recovery and payment of your uninsured losses, including your hire charges, loss of earnings, damage to property and out of pocket expenses.

Even if you were at fault for the accident, the Scheme will:

- If required, help with the recovery process should your vehicle have been rendered un-driveable by the accident.



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- Make arrangements to take the details of the accident and liaise with your insurance company or broker, as required.

### Additional savings

As this free, comprehensive and easily-accessed MU membership benefit provides every service you are likely to need in the event of a UK road accident, you may be able to save yourself the cost of your existing insurer's version of this coverage.

In addition, membership of the Family Motoring & Aftercare Scheme offers access to the following savings:

#### — Servicing and MOTs

A 20% discount on already competitive rates at over 750 garages nationwide, plus a 12-month guarantee on all parts and labour.

#### — Replacement tyres

A 10% discount on already competitive rates for tyres of every type, nationwide.

#### — Vehicle hire

The best value rates on vehicle hire in the UK and 127 other countries around the world through Budget Car Hire.

### Registration required

In order to benefit from this valuable Scheme, MU members must first register at **[mu.freerecoveryplus.co.uk](http://mu.freerecoveryplus.co.uk)** or call 0844 335 6146.

A pack containing the full details of the Family Motoring & Accident Aftercare Scheme will then be forwarded to you.

## Professional Expenses Insurance

A new benefit to aid members if they are subject to a tax investigation by HM Revenue & Customs.

MU members now have access to a tax investigation insurance benefit, for which no registration is required.

The scheme will cover:

- Income Tax Full & Aspect Enquiries
- IR35 Disputes
- Employer Compliance Disputes
- VAT Disputes
- Employer Compliance visits
- VAT visits
- Real Time record reviews
- Business Inspections
- Written requests for information under S36 legislation.

Each claim is subject to an excess of £250. Aspect enquiries are subject to a limit of indemnity of £2,750. All other claims have a limit of indemnity of £25,000. The policy will provide for an Abbey Tax Protection Consultant to represent members in the event of a claim being accepted under the insurance policy.

### How to make a claim

Please be aware that MU members should notify Abbey Tax in writing as soon as they are aware of any event which may give rise to a claim and that the insurer's consent is required before Professional Expenses are incurred.

### Additional cover

Cover does not extend to include Limited Companies associated with the member. However, members can opt for additional cover, for which the premium will be:

- Turnover up to £100k: £60 + Insurance Premium Tax (IPT)
- Turnover £100—250k: £75 + IPT
- Turnover £250—500k: £100 + IPT
- Turnover above £500k: POA

To arrange additional cover, please telephone Abbey Tax on 0845 223 2727, quoting 'MU'. The extent of the additional cover is as summarised below, plus Corporation Tax, Full and Aspect Enquiries.

### Policy summary and key facts

This is a summary only. Full terms and conditions can be found in the *Professional Expenses Insurance (PEI) Policy* available from Abbey Tax Protection (ATP) upon request. The PEI is insured by Brit Insurance Limited (BL) and is arranged via ATP and Hencilla Canworth Ltd (HCL). The insurance is for the period 1 January to 31 December.

The Policyholder is the Musicians' Union and all current fully paid up members. Members are responsible for notifying claims during the period of insurance. If a member believes that a claim should be made, they should telephone Abbey Tax on 0870 166 6271 or email [claims@abbeytax.co.uk](mailto:claims@abbeytax.co.uk)

### What is covered

Fee reimbursement of up to £25,000, subject to an excess of £250 for all claims, is provided in the event that one of the following HM Revenue & Customs (HMRC) investigations or disputes occurs in connection with a member's activities as a musician trading as a sole trader or partnership.

#### — Income Tax Self Assessment Full Enquiry

The trigger point is the issue of the *S9A, S12AC TMA 70 Notice* by the Inspector of Taxes and a request to examine all the business books and records used in the preparation of the *Self Assessment Return*.



— **Income Tax Self Assessment Aspect Enquiry**

The trigger point is the issue of the *S9A* or *S12AC TMA 70 Notice* by the Inspector of Taxes where there is a request to examine just certain boxes on the *Return*, subject to an inner limit of indemnity of £2,750.

— **HMRC IR35 Enquiry**

Cover is also provided for HMRC IR35 Status disputes. However, there must be a written *Contract for Services* in respect of the liabilities which are being disputed. The *Contract* must have been strictly adhered to and there must be a reasonable prospect of successfully contesting the Revenue's allegations.

— **Employer Compliance Dispute**

The cover is in respect of PAYE, P11D and NIC disputes and the trigger point is the issue of a letter,

assessment or notice by HMRC, following an HMRC visit, where there is a prospect of reducing the alleged liabilities.

— **VAT Dispute**

The trigger point is the issue of a written decision or assessment by HMRC, following a control visit, where there is a prospect of reducing the alleged VAT liabilities.

— **Schedule 36 Enquiries**

The trigger point is a written request from HMRC to inspect assets, documents, records or business premises in accordance with *Schedule 36 Finance Act 2008* in respect of Income Tax, PAYE, NIC, VAT & CGT. These enquiries are subject to an inner limit of indemnity of £2,750.