

Musicians' Union

Instrument and Related Musical Equipment Insurance Scheme

Terms and Conditions

Effective 30th June 2016

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.

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| 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 - | Allianz Insurance plc |
| 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 This insurance cover is only in force if:

Membership -

- 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.

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| 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: | <p>a. All aspects of the policy, including negotiation and performance, are subject to English law and the decisions of English courts.</p> <p>b. Unless we agree otherwise the language of the policy and all communications relating to it will be English</p> |

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.
Telephone 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 **you** have a complaint **we** will try to resolve it straight away. If **we** are unable to, **we** will confirm **we** have received **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 resolved the situation within eight weeks **we** will issue **you** with information about the Financial Ombudsman Service (FOS) which offers a free, independent complaint resolution 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.
Telephone 0344 391 4037.
Email csm@allianz.co.uk

You have the right to refer your complaint to the Financial Ombudsman, free of charge – but you must do so within six months of the date of the final response letter. If **you** do not refer **your** complaint in time, the Ombudsman will not have **our** permission to consider **your** complaint and so will only be able to do so in very limited circumstances. For example, if the Ombudsman believes that the delay was as a result of exceptional circumstances.

The Financial Ombudsman Service, Exchange Tower, London E14 9SR

Website: www.financial-ombudsman.org.uk

Telephone: 0800 0234567 or 0300 1239123

Email: complaint.info@financial-ombudsman.org.uk

Using **our** complaints procedure or contacting the FOS does not affect your legal rights.

The European Commission has an online dispute resolution service for consumers who have a complaint about a product or service bought online. If **you** choose to submit **your** complaint this way it will be forwarded to the Financial Ombudsman Service. Visit ec.europa.eu/odr to access the Online Dispute Resolution Service. Please quote **our** e-mail address: csm@allianz.co.uk. Alternatively, **you** can contact the Financial Ombudsman Service directly.

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 www.fscs.org.uk, by emailing enquiries@fscs.org.uk or by phoning the FSCS on 0800 678 1100 or 0207 741 4100.

How we use your data

- Please be aware that telephone calls are recorded for **your**, Hencilla Canworth Ltd 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 void **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 a trading name of Allianz Insurance plc. Allianz Insurance plc is registered in England No. 84638. Registered office : 57 Ladymead, Guildford, Surrey GU1 1DB, United Kingdom. Allianz Insurance plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority. Financial Services Register No. 121849. Allianz Musical Insurance's trading address is: PO Box 589, Great West House (GW2), Great West Road, Brentford, Middlesex TW8 1AH. Email: musicalinsurance@allianz.co.uk

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