

# Insurance

**Public Liability  
cover** 166

---

**Instrument  
insurance** 169

---

**Personal Accident  
cover** 177

---

**Tax Investigations  
insurance** 180

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“The MU has been super helpful and supportive throughout my career.”

SK Shlomo





## Public Liability Insurance

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

**E**mployers, 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.

### Demands and needs

This benefit of Musicians' Union membership meets the demands and needs of individual members that wish to protect against 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).

### Eligibility

This cover applies only to individual MU subscription paying members who are based in the UK, and are in benefit with subscriptions in accordance with the Rules of the Union. Cover applies automatically with no registration required. Individual members who perform via a Limited company will be insured provided that they are the only director other than a director who is a family member engaged for clerical duties only.

Band leaders engaging other musicians, performers or technicians etc (where there is a master/servant relationship and not a collaboration between equal parties) will require employer's liability insurance and should also obtain additional public liability insurance. Hencilla is able to provide this cover at **showtimeinsurance.co.uk** if required.

### Policy summary

This is a summary of cover only. Please refer to the policy wording and schedule for full details of the policy cover, terms and conditions available at **theMU.org**

### 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 2018.

### Conditions of cover

For cover to operate, members must:

- (1) maintain all premises and equipment, including fire extinguishing and security equipment, in a continuous satisfactory state of repair and in full working order in accordance with the manufacturers instructions and servicing requirements.
- (2) take all reasonable precautions to prevent loss, destruction or damage to the property insured and accident or injury to any person or loss, destruction or damage to their property.
- (3) conduct The Business in a lawful manner, complying with all legal requirements and safety regulations.
- (4) keep a record of purchases and sales.

### Claims procedure

- (1) Notify insurers immediately of any incident that may give rise to a claim under this policy.
- (2) Not admit or repudiate liability following any incident and pass on to Hencilla any correspondence received from a third party.

### Your business activities

This policy is only operative whilst the individual member of the MU is performing, rehearsing, auditioning or composing, either solo or as part of a 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. The Business includes the ownership, use and upkeep of your premises.

### 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 provided that you are based in the UK.

### Key features of cover – 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).

### What is not covered:

1. Personal Injury to any Employee.
2. The ownership, possession or use of any:
  - (a) aircraft, aerial device or hovercraft,
  - (b) watercraft exceeding eight metres in length,
  - (c) motor vehicle, trailer or plant in circumstances where compulsory insurance or security is required by any road traffic legislation.
3. Damage to Property which you own or which is loaned, leased, hired or rented to you or which you hold in trust or is in your custody or control.
4. Damage to or the cost incurred by anyone in repairing, removing, replacing, reapplying, rectifying or reinstating any products supplied.
5. Recalling or making refunds in respect of products supplied.
6. Advice, instruction, consultancy, design, formula, specification, inspection, certification or testing performed or provided separately for a fee or under a separate contract.
7. The carrying out of any work, or any products supplied, which affects or could affect:
  - (a) the navigation, propulsion or safety of any aircraft or other aerial device,
  - (b) the safety or operation of nuclear installations.
8. Pollution or contamination other than caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance. All Pollution or contamination which arises out of one incident will be deemed to have happened at the time such incident takes place.
9. (a) work in or on and travel to, from or within,
  - (b) products supplied to:
    - any offshore
    - (i) accommodation, exploration, drilling or production rig or platform
    - (ii) support vessel
10. Liquidated damages, penalty clauses, fines, or aggravated, restitutionary, punitive or exemplary damages or any additional damages resulting from the multiplication of compensatory damages or other non-compensatory damages.
11. Liability imposed on you solely by reason of the terms of any contract conditions or agreement in connection with products supplied.
12. The first £100 of a property damage claim, increasing to £250 for Hired or Rented Premises.
13. The use of pyrotechnics explosives or any special effects involving fire or explosion.
14. (a) exposure to,
  - (b) inhalation of,
  - (c) fears of the consequences of exposure to or inhalation of,
  - (d) the costs incurred by anyone in repairing, removing, replacing, recalling, rectifying, reinstating or managing (including those of any persons under any statutory duty to manage) any property arising out of the presence of:
    - asbestos including any product containing asbestos.
15. Any liability arising directly or indirectly from, or in connection with, or consisting of any loss, destruction

or damage, failure or loss of data resulting directly or indirectly from or in connection with:

- (a) virus or similar mechanism
  - (b) denial of service attack
  - (c) unauthorised access to or use of computer and electronic equipment.
- 16.** The consequences of terrorism, war, nationalisation and nuclear contamination.
- 17.** Products supplied to North America or Canada.
- 18.** The failure of any electronic circuit, microchip or the like.
- 19.** Errors, omissions, misstatements or neglects in any
- (1) advice given by You or on Your behalf
  - (2) (a) plan, survey report, certificate or any similar document
  - (b) design, formula, instruction or specification
  - (c) computer program prepared by, or on behalf of, The Insured

### How to make a claim

In the unfortunate event that you need to make a claim, please contact Hencilla Canworth immediately. The company's contact details are listed to the right. 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 is 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, 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 Insurance Ltd are authorised and regulated by the Financial Conduct Authority (FCA). The FCA website, which includes a *Register* of all regulated firms, can be visited at [fca.gov.uk](http://fca.gov.uk)

The Financial Conduct Authority can also be contacted on 0800 111 6768.

### 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 6AZ

T 020 8686 5050

F 020 8686 5559

E [mail@hencilla.co.uk](mailto:mail@hencilla.co.uk)

## Instrument And Equipment Insurance

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

**E**very 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 from 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, *Registration for Free*

*Cover*) or visit [hencilla.co.uk/unions/mu/musical-equipment/register-for-free-cover](http://hencilla.co.uk/unions/mu/musical-equipment/register-for-free-cover) or call Hencilla on tel 020 8686 5050 or by email at [mucover@hencilla.co.uk](mailto:mucover@hencilla.co.uk)

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 Allianz Insurance plc. There is also the opportunity to obtain Additional Cover at preferential rates by emailing your requirements to [mucover@hencilla.co.uk](mailto:mucover@hencilla.co.uk) or telephoning Hencilla on 020 8686 5050.

### Registration for Free Cover

Registration for unspecified musical instruments and related musical equipment cover

Name .....

Membership no .....

Tel no .....

Address .....

.....

.....

Email .....

#### MU Free Cover Member Declaration

In applying for the MU Free £2,000 instruments and related equipment cover I confirm that I am a fully paid up member of the Musicians Union and agree that my personal information including details of my Musicians' Union membership will be stored, processed and shared by the Musicians' Union, Hencilla Canworth Ltd, Allianz Insurance Plc and associated companies for the purposes of arranging and administering this cover, settling claims and providing Additional Cover quotes where required.

Signature ..... Date .....

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

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.

### Free £2,000 instruments and related musical equipment cover

All paid up members of the Musicians' Union resident in the UK 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 any where 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) by telephone on 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.

### 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 purchasing Additional Cover will receive a policy, schedule and a list of insured items. Renewal will be invited before the expiry of the policy.

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

### Free £2,000 Musical Instrument and Related Musical Equipment Insurance Scheme

#### Demands and needs

This policy meets the demands and needs of individual paying members of the Musicians' Union requiring

insurance against loss damage or theft of their own musical instruments and related musical equipment up to £2,000.

#### 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 in 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 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.
25. Loss or damage to a mobile phone and the data held on it.

## Claiming 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 has 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,  
 6 Cherry Orchard Road, Croydon,  
 CR9 6AZ, 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 above.

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

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  
E [csm@allianz.co.uk](mailto: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  
W [financial-ombudsman.org.uk](http://financial-ombudsman.org.uk)  
T 0800 0234567 or 0300 1239123  
E [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

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](http://ec.europa.eu/odr) to access the Online Dispute Resolution Service. Please quote **our** e-mail address: [csm@allianz.co.uk](mailto: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 [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.

## Fair Processing Notice: how we use personal information

**1. Who we are:** When **we** refer to “**we**”, “**us**” and “**our**” in this notice it means Allianz Insurance plc. When **we** say “**you**” and “**your**” in this notice, **we** mean anyone whose personal information **we** may collect, including:

- Anyone seeking an insurance quote from **us** or whose details are provided during the quotation process.
- Policyholders and anyone named on or covered by the policy.
- Anyone who may benefit from or be directly involved in the policy or a claim, including claimants and witnesses.

### **2. How we use personal information:**

- We** use personal information in the following ways:
- To provide quotes, administer policies and policyholder claims to fulfil our contract
  - To administer third party claims, deal with complaints and prevent financial crime to meet **our** legal obligations
  - To manage **our** business and conduct market research to meet the legitimate needs of our business
  - To send marketing information if **we** have received **your** specific consent. **You** are not obliged to provide **us** with personal information, but **we** cannot provide **our** products and services without it.

### **3. The personal information we collect: We**

collect the following types of personal information about **you** so **we** can complete the activities in section 2, "How **we** use personal information":

- Basic personal details such as name, age, address and gender
- Family, lifestyle and social circumstances, such as marital status, dependants and employment type
- Financial details such as direct debit or payment card information
- Photographs and/or video to help **us** manage policies and assess claims
- Tracking and location information if it is relevant to **your** policy or claim
- Identification checks and background insurance risk details including previous claims information
- Medical information if it is relevant to your policy or claim
- Criminal convictions if it is relevant to **your** policy or claim
- Accessibility details if **we** need to make reasonable adjustments to help
- Business activities if it is relevant to **your** policy or claim.

You have the right to object to us using your personal information. You can do this at any time by telling us and we will consider your request and either stop using your information or explain why we are not able to.

**Further details can be found below.**

#### 4. Where we collect personal information

From: **You**, **your** representatives or from information **you** have made public, for example on social media. From other persons or organisations, for example:

- Credit reference and/or fraud prevention agencies
- Emergency services, law enforcement agencies, medical and legal practices
- Veterinary practices, animal charities and breeders
- Insurance industry registers and databases used to detect and prevent insurance fraud, for example the Motor Insurance Database (MID), the Motor Insurers Anti-Fraud and Theft Register (MIAFTR) and the Claims and Underwriting Exchange (CUE)
- Insurance investigators and claims service providers
- Other insurers or service providers who

underwrite the insurance or provide services for our products

- Other involved parties, for example claimants or witnesses.

#### 5. Sharing personal information

**We** may share **your** personal information with:

- Other companies within the global Allianz Group [www.allianz.com](http://www.allianz.com)
- Credit reference, fraud prevention and other agencies that carry out certain activities on our behalf, for example the Motor Insurance Database (MID), the Insurance Fraud Bureau (IFB) and marketing agencies if agreed
- **Our** approved suppliers to help deal with claims or provide our benefit services, for example vehicle repairers, veterinary advisors, legal advisors and loss adjusters
- Other insurers, third party underwriters, reinsurers, insurance intermediaries, regulators, law enforcement and the Financial Ombudsman Service (FOS) and other companies that provide services to us or you, for example the Claims and Underwriting Exchange (CUE)
- Prospective buyers in the event we wish to sell all or part of our business.

#### 6. Transferring personal information

**outside the UK:** **We** use servers located in the European Union (EU) to store **your** personal information where it is protected by laws equivalent to those in the UK. **We** may transfer **your** personal information to other members of the global Allianz Group to manage your insurance policy or claim; this could be inside or outside the EU. **We** have Binding Corporate Rules (BCRs) which are **our** commitment to the same high level of protection for personal information regardless of where it is processed. These rules align with those required by the European Information Protection authorities. If **you** would like more information about the BCRs please contact our Data Protection Officer. Some of our suppliers have servers outside the EU. Our contracts with these suppliers require them to provide equivalent levels of protection for **your** personal information.

#### 7. How long we keep personal information:

**We** keep information only for as long as **we** need it to administer the policy, manage **our** business or as required by law or contract.

#### 8. Know your rights: You have the right to:

- Object to us using **your** personal information. **We** will either agree to stop

using it or explain why **we** are unable to (the right to object)

- Ask for a copy of the personal information we hold about you, subject to certain exemptions (data subject access request)
- Ask us to update or correct **your** personal information to ensure its accuracy (the right of rectification)
- Ask us to delete **your** personal information from **our** records if it is no longer needed for the original purpose (the right to be forgotten)
- Ask us to restrict the use of your personal information in certain circumstances (the right of restriction)
- Ask for a copy of the personal information **you** provided to **us**, so **you** can use it for your own purposes (the right to data portability)
- Complain if **you** feel **your** personal information has been mishandled. **We** encourage you to come to us in the first instance but **you** are entitled to complain directly to the Information Commissioner's Office (ICO) at [www.ico.org.uk](http://www.ico.org.uk)
- Ask us, at any time, to stop using **your** personal information, if using it based only on your consent (the right to withdraw your consent).

If **you** wish to exercise any of these rights **you** can do so by contacting **our** Customer Satisfaction Manager: Address: Allianz Musical Insurance, Great West House (GW2), Great West Road, Brentford, Middlesex TW8 9DX Email: [csm@allianz.co.uk](mailto:csm@allianz.co.uk) Phone: 0344 3914037

**9. Data Protection Officer Contact details:** If you have any queries about how we use **your** personal information, please contact **our** Data Protection Officer:  
Address: Data Protection Officer, Allianz, 57 Ladymead, Guildford, Surrey GU1 1DB  
Email: [dataprotectionofficer@allianz.co.uk](mailto:dataprotectionofficer@allianz.co.uk), phone: 03301021837

#### Changes to our Fair Processing Notice

Occasionally it may be necessary to make changes to this notice. When that happens **we** will provide **you** with an updated version at the earliest opportunity. The most recent version will always be available on our website [allianz.co.uk](http://allianz.co.uk).

#### Fraud

- If **you** or anyone acting on your behalf makes any false or fraudulent claim or supports a claim by false or fraudulent

document, device or statement, this policy will be void. In such circumstances, **we** retain the right to keep the premium and to recover any claim payments made 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 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: Great West House (GW2), Great West Road, Brentford, Middlesex TW8 1AH. Email: [musicalinsurance@allianz.co.uk](mailto:musicalinsurance@allianz.co.uk)

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



## Personal Accident Cover

A MU member benefit providing valuable cover in the event of an accident that results in injury.

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

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 [theMU.org](http://theMU.org)

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 p41 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 the UK.

#### 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: £125 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 £6,500 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 £125 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 the policy schedule will be payable.

#### 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?

- Your engaging in any kind of flying other than as a passenger.
- Accidents arising from any non Musicians Union related occupation.
- Committing or attempting to commit suicide or intentionally inflicting self injury.
- Your own criminal act.
- The consequences of insanity.
- Any claim incurred in any country destination or region in respect of which the advice of the British Government at

the time the trip was booked was "against all travel to".

- Accidental Bodily Injury directly or indirectly caused by you suffering from:
  - a) any gradually operating cause,
  - b) any naturally occurring condition or degenerative process,
  - c) sickness or disease (unless resulting directly from Accidental Bodily Injury).
- The first 14 days of temporary total disablement.

### 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 [theMU.org](http://theMU.org) or by calling Hencilla on 020 8686 5050.

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## 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.

**A**ll road accidents are unwelcome and sorting out the claim details and making the initial report can be very stressful. And that's 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 Musicians' Union members and their families the peace of mind provided by easy access to a 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.
- 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.totalmotorassist.co.uk](http://mu.totalmotorassist.co.uk) and enter the discount code **MU24** to obtain free membership.

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

## Tax Investigations Insurance

A benefit to aid members if they are subject to a tax or VAT investigation by HM Revenue & Customs (HMRC).

**M**U paying members now have access to a tax investigation insurance benefit, for which no registration is required. The scheme has been significantly improved with the excess removed and the inner limit of liability extended. The policy will provide cover for up to £100,000 worth of professional fees, except where stated below:

- 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 Sch36 legislation.
- National Minimum Wage pre-Dispute matters
- Inheritance Tax Enquiries
- Code of Practice 8 (Tax avoidance) enquiries

Inheritance Tax and Code of Practice 8 enquiries are subject to an inner limit of indemnity of £5,000.

All other claims have a limit of indemnity of £100,000. The policy will provide for an Abbey Tax 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 any 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 phone Abbey Tax on 0345 223 2727, quoting 'MU'. The extent of the additional cover is as summarised below, plus it includes Corporation Tax, Full and Aspect Enquiries.

### Summary of benefits

This is a summary only. Full terms and conditions can be found in the Professional Expenses Insurance (PEI) Policy available from Abbey Tax upon request. The PEI is insured by Markel Insurance Company Limited and is arranged by Abbey Tax and Hencilla Canworth Ltd. 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 08701666271 or email [claims@abbeytax.co.uk](mailto:claims@abbeytax.co.uk)

### What is covered

Fee reimbursement of up to £25,000 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 or 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 which has been increased to £5,000.

— **HMRC IR35 Enquiry**

Cover is also provided for HMRC IR35 Status disputes into an engagement where the member is operating through an intermediary (partnership or limited company) following the issue of a 'Check of Employer Records' Letter, an enquiry into a Corporation Tax Return or Employer Compliance Visit.

— **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 which has been increased to £5,000.

— **National Minimum Wage (NMW) Pre Dispute**

A written request by HMRC to inspect/ check business records, including inspections undertaken to ensure compliance with the National Minimum Wage Act requests for documents and particulars prior to the issue of an assessment of arrears or notice of underpayment. The cover does not extend to an NMW Dispute, which is a legal matter.

— **Inheritance Tax Enquiries**

Enquiries by HMRC into Inheritance Tax Returns submitted to Capital Taxes Office, including matters relating to the periodic and proportionate charges applying to Trusts.

— **Code of Practice 8 Enquiries**

HMRC Enquiries commenced under S9A or 12AC of TMA 1970 (or if the Mu has purchased additional cover under Paragraph 24 (1) Schedule 18 FA 1998) accompanied by and conducted under HMRC's Code of Practice 8 procedures. Provided that at conclusion of the enquiry no material omissions were identified and/or the MU Member was not found guilty of fraud or any fraudulent intent.

Inheritance Tax and Code of Practice 8 enquiries are subject to an inner limit of indemnity of £5,000.