

## **Musicians' Union (MU)**

### **£2,000 Musical Instrument and Equipment Insurance Scheme**

#### **Terms and Conditions**

Effective 1<sup>st</sup> September 2018

#### **Demands and needs**

This policy meets the demands and needs of Musicians' Union members permanently residing in England, Scotland, Wales, Northern Ireland, the Isle of Man, the Channel Islands that wish to protect their **Instruments and equipment** up to £2,000 against loss, accidental damage or theft, subject to the Terms and Conditions of this policy.

#### **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**.

If having registered for this cover you subsequently purchase a MU Additional Cover Musical Instrument and Equipment Scheme policy, the cover provided under this policy will no longer apply as your MU Additional Cover premium will be reduced accordingly.

#### **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.

<b>Accidental loss/accidentally lost -</b>	Loss which is sudden and unexpected and is not deliberately caused by <b>you</b> or any other party.
<b>-</b>	Musical instruments and related musical equipment owned and used by <b>you</b> .
<b>Instruments and equipment</b>	
<b>Indemnify -</b>	To restore <b>you</b> to the same financial position after a valid claim that <b>you</b> were in immediately prior to a valid claim.
<b>Loaned -</b>	The temporary transfer of the <b>instruments and equipment</b> into the custody and control of another person with <b>your</b> permission.
<b>Period of insurance -</b>	The time during which <b>we</b> provide this insurance as shown on <b>your</b> policy schedule.
<b>Period of insurance -</b>	
<b>Total loss or destruction -</b>	The amount payable in the event of a valid claim which exceeds the limits of this policy, after deduction of the policy excess.
<b>We, our, us -</b>	Allianz Insurance plc
<b>You, your, yourself, the insured</b>	A member of the Musicians' Union permanently residing in England, Scotland, Wales, Northern Ireland, the Isle of Man, the Channel Islands who has registered for this insurance.

## What is Covered

This policy covers the following for any **instruments and equipment** 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 **instruments and equipment** 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 **instruments and equipment** 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 **instruments and equipment** 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 **instruments and equipment**, and
  - b. £500 for the combined costs of all hire of **instruments and equipment** during the **period of insurance**.
4. Any amount for hiring replacement **instruments and equipment** 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 **instruments and equipment** 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 **instruments and equipment** 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 **instruments and equipment**.
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 **instruments and equipment** 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 **instruments and equipment**.
23. Unexplained theft.
24. Unexplained loss within **your** residence.
25. Loss or damage to a mobile phone and the data held on it.
26. Cover under this policy if **you** are entitled to claim under the MU Additional Cover Musical Instrument and Equipment Scheme

## **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 **instruments and equipment** 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 **instruments and equipment** 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 **instruments and equipment** 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 **instruments and equipment** 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, 6 Cherry Orchard Road,  
Croydon CR9 6AZ, 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, Great West House (GW2),  
Great West Road, Brentford, Middlesex TW8 9DX, United Kingdom.  
Telephone 0344 391 4037.  
Email [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

Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Telephone: 0800 0234567 or 0300 1239123

Email: [complaint.info@financial-ombudsman.org.uk](mailto: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](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 [www.fscs.org.uk](http://www.fscs.org.uk), by emailing [enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk) or by phoning the FSCS on 0800 678 1100 or 0207 741 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**
- 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**
- 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 391 4037

**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 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: Great West House (GW2), Great West Road, Brentford, Middlesex TW8 9DX. Email: [musicalinsurance@allianz.co.uk](mailto:musicalinsurance@allianz.co.uk)

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