

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

### **£2,000 Musical Instrument and Equipment Insurance Scheme (MU£2K)**

#### **Terms and Conditions**

Effective 1<sup>st</sup> January 2021

#### **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 MU Specified Instrument/equipment Cover (formerly MU Additional Cover), the cover provided under this policy will no longer apply as your MU Specified Instrument/equipment 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>Instruments and equipment -</b>	Musical instruments and related musical equipment owned and used by <b>you</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 instruments <b>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>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. **Instruments and equipment** must be owned by the Musicians' Union member. 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, or the first £350 of any claim for laptops, personal computers or tablets.
2. For each member of the Musicians' Union more than £2,000 in a 12-month period from the date of loss or more than £4,000 in a rolling 5-year period, from the 1<sup>st</sup> January 2020, these limits exclude 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, damage or theft to a mobile phone and the data held on it.
26. Cover under this policy if **you** are entitled to claim under the MU Specified Instrument/equipment Cover (formerly MU Additional Cover)

## **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.

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#### **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.
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- 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.
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- 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.
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- 6. Transfer of interest -** **You** may not transfer the interest of this policy to any other party without **our** written consent.
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- 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**.
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- 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.

### **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.

### **Privacy Notice: How we use personal information**

For more information about how Allianz Insurance plc use your personal information, you can find a copy of the Privacy Notice at [www.allianz.co.uk](http://www.allianz.co.uk). Alternatively, you can request a printed version by calling 0330 102 1837 or by writing to the Data Protection Officer, Allianz, 57 Ladymead, Guildford, Surrey GU1 1DB.

### **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**