



MUSICIANS' UNION MEMBERS' PROFESSIONAL INDEMNITY INSURANCE SUMMARY

INTRODUCTION

This is a summary only. For definitive information on policy cover, terms and exclusions please refer to the policy wording at <https://www.musiciansunion.org.uk/>

NAME OF THE INSURER

This policy is underwritten by AVIVA Insurance Ltd. Hencilla Canworth GI Ltd manages the policy.

ELIGIBILITY

Members of the Musicians' Union (MU) permanently resident in Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

Note: You must maintain your subscription payments to the musicians' Union for cover to remain operative.

THE BUSINESS

This policy is only operative whilst you are lecturing and teaching music.

DEMANDS AND NEEDS

This policy meets the demands and needs of individual members that wish to protect against the financial consequences of liability claims resulting from errors and omissions arising from the teaching or lecturing of music.

GENERAL CONTRACT DISCLOSURE

You will not receive any advice or recommendations in respect of this insurance. The cover offered is provided to qualifying members of the MU. AVIVA Underwriting Ltd is the sole insurer of this cover. Details of this cover as well as all the covers automatically provided by the MU with your subscription will have been sent to you by the MU. Hencilla Canworth GI Ltd receives a commission from the insurer for arranging this cover. In sourcing and placing your policy, we act as the agent of AVIVA.

DURATION OF INSURANCE

The policy runs for 12 months from the 1st January 2019 and is annually renewable by the MU.

Incidents that occurred prior to the 1st January 2019 will not be covered.

TERRITORIAL LIMITS

Worldwide provided that you are permanently resident in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

POLICY COVER

This policy will indemnify you in respect of any claim arising out of the conduct of your business as a music teacher or lecturer, first made against you during the

period of insurance and notified in accordance with the claims conditions, for any civil liability including claimant's costs and expenses arising from any negligent act, negligent error or negligent omission committed by you including the loss of or damage to documents.

Incidents or claims that occurred prior to the 1st January 2019 will not be covered.

LIMIT OF INDEMNITY

The limit of indemnity is £1,000,000 any one member

WHAT IS NOT INSURED

- The first £1,000 of any claim
- any claim arising from a present or former employee
- any claim arising from bodily injury of any employee
- any other bodily injury or loss of or damage to property unless arising from any actual or alleged breach of duty in the conduct of your business
- any fines or penalties or any punitive, multiple, aggravated or exemplary damages where such can be identified separately within any award of any court or tribunal
- any claim brought by any entity (a) in which you exercise a controlling interest (b) which exercises a controlling interest over you
- any claim made against you solely in Your capacity as a director, officer or trustee unless arising from an alleged breach of professional duty in the conduct of your business
- any claim or loss arising from any plan, programme or scheme established or maintained to provide benefits to you or any employee
- any claim or loss arising directly or indirectly from or caused by the ownership, possession or use, by you or on Your behalf, of any aircraft, watercraft, hovercraft, motor vehicle or trailer
- any claim or loss arising directly or indirectly from or caused by (a) the ownership, possession or use, by you or on your behalf, of any buildings, structures, premises or land, or (b) that part of any building leased, occupied or rented by you, or (c) any other property (mobile or immobile) belonging to You
- any claim or loss arising from any dishonest or fraudulent act or omission (a) committed by any person after the discovery, in relation to that person, of reasonable cause for suspicion of any

dishonest or fraudulent act or omission (b) unless your annual accounts have been prepared or certified by an independent and properly qualified accountant or auditor

- any claim or loss arising from any defamation unless you can show that it was committed by you in good faith
- any claim or loss arising out of liability assumed by you under any contractual agreement, warranty, Collateral Warranty or Duty of Care Agreement (a) whereby you assumed a standard of care greater than that reasonably expected of your profession
- any claim or loss arising directly or indirectly from or caused by Pollution
- any claim or loss arising directly or indirectly from, in consequence of, contributed to or aggravated by asbestos in whatever form or quantity, whether alleged or actual
- any claim or loss arising out of or relating directly or indirectly to Your insolvency or bankruptcy
- any claim or loss arising from any trading losses or trading liabilities incurred by any business managed by or carried on by you
- any liability arising from (a) the defective workmanship of any construction, installation, repair, alteration or maintenance work (b) any manufacturing defect in any goods or products supplied by you
- any claim or loss arising directly or indirectly from or caused by any work undertaken by You or on your behalf prior to any retroactive date stated on the Schedule
- any claim or loss where you are entitled to indemnity under any other policy except in respect of any excess beyond the amount which would have been payable under such insurance had this policy not been effected
- any claim, circumstance that might give rise to a claim, or loss which (a) has been notified under any other insurance attaching prior to the inception of this policy (b) you were or should, after reasonable enquiry, have been aware of prior to the inception of this policy
- any claim (a) instituted or pursued in the United States of America or Canada
- any claim arising from any computer virus or any other computer program or code
- any liability arising from nuclear radiation and the like
- any claim arising from war or civil commotion
- Terrorism
- any claim or loss arising from any loss of or damage to documents which are stored on a computer system unless such documents are backed up with the intention that in the event of loss or damage the back up can be used as the basis for restoring the documents to their original status

FAIR PROCESSING OF YOUR DATA

How we process your personal data is detailed within our Privacy Notice which is available on request or by visiting: https://www.hencilla.co.uk/Documents/HC_Privacy_Notice.pdf

CLAIMS CONDITIONS

You must give written notice of any claim or circumstance that may give rise to a claim (regardless of the policy excess) immediately and during the current period of insurance and no later than the 31st December of each year to: kevin.harding@hencilla.co.uk and:

**The Senior Claims Manager
Aviva Corporate and Speciality Risk
Level 18
St Helen's
1 Undershaft
London EC3P 3DQ
Tel. 020 7157 2569**

You must not admit liability for or settle any claim or incur any related costs or expenses without the consent of insurers.

COMPLAINTS

If you are dissatisfied with any aspect of the handling of your insurance contact Hencilla Canworth on tel: 020 8686 5050.

If you remain dissatisfied you can contact the Financial Ombudsman Service at:

South Quay Plaza
183 Marsh Wall
London
E14 9SR

DETAILS OF OUR REGULATOR

AVIVA Insurance Ltd is authorised and regulated by the Financial Conduct Authority. Hencilla Canworth GI Ltd is authorised and regulated by the FCA – ref 948880 . The FCA website, which includes a register of all regulated firms, can be visited at www.fca.org.uk.

FINANCIAL SERVICES COMPENSATION SCHEME

AVIVA is a member of the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if they are unable to meet their obligations.

ADDITIONAL INFORMATION

If you have any questions with regards to this insurance policy please contact Hencilla Canworth GI Ltd at:

Simpson House
6 Cherry Orchard Road
Croydon
CR9 6AZ
tel 020 8686 5050
fax 020 8686 5559
e- mail mail@hencilla.co.uk

July 2022