

Musicians' Union (MU)

£3,000 Musical Instrument and Equipment Insurance Scheme (MU£3K)

Terms and Conditions - Effective 01/09/2024

Important Information

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 or the Channel Islands that wish to protect their **instrument(s) and related musical equipment** up to £3,000 against accidental loss, accidental damage or theft, subject to the terms and conditions of this policy.

Terms and Conditions

Your policy schedule along with the terms and conditions shown within this document form **your** insurance contract. **We** will settle **your** claim in line with the terms and conditions of this policy wording for events that happen during the **period of cover**. If **you** have already registered for this cover then 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.

Customer Service

If **you** have a question about **your** insurance please contact Hencilla Canworth GI Ltd:

Telephone: 020 8686 5050

Post: Hencilla Canworth GI Ltd, Simpson House, 6 Cherry Orchard Road, Croydon, CR9 6AZ

Fraud

If **you** or anyone acting on **your** behalf:

- makes any false or fraudulent claim
- makes any exaggerated claim
- supports a claim by false or fraudulent documents, devices or statements (whether or not the claim is itself genuine); or
- makes a claim for loss, damage or theft which **you** or anyone acting on the **your** behalf deliberately caused or colluded in

we will refuse to pay the whole of the claim; and may recover from you any amount already paid in respect of the claim. **We** may also pass your details to the Musicians' Union, fraud prevention and law enforcement agencies who may access and use this information. **We** may also treat the policy, or **your** registration for this cover, as terminated from the date the fraud occurred. If this happens **you** will have no cover from the date of the termination and **you** would not be entitled to any refund of premium or membership fees.

If **we** receive a claim under this policy **we** may ask **you** to give consent for **us** to obtain and exchange information and material with the police. This is to help **us** verify claims and to guard against fraud. If consent is provided, **you** will be given the opportunity to receive a copy of the information and material the police release to **us**. Should **you** decline to give such consent **we** may in turn decline to settle **your** claim.

Policy Definitions

If **we** explain what a word means that word has the same meaning wherever it appears in these terms and conditions.

Accidental damage/ Accidentally damaged	Sudden and unexpected damage that is not deliberate and has been caused by identifiable external means (e.g. liquid spillage) or identifiable external force (e.g. dropped or knocked).
Accidentally lost	instrument(s) and related musical equipment which are lost and not recovered as a direct result of being accidentally left Unattended .
Act of terrorism	The use, or threatened use of force (including but not limited to 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.
Beyond Economic Repair/ Total Loss	Where we deem the cost of repairing your instrument(s) and related musical equipment is more than the market value at the time of damage or the catalogue price of an identical replacement model or a model of equivalent quality and features.
Cyber Attack	An act affecting any computer system or software, including but not limited to, computer virus, malware, ransomware, hacking, denial of service or unauthorised access, corruption or deletion of data.
Contagious or Infectious Disease	Any disease, illness or condition affecting humans or animals which is caused by or can be transmitted by means of any Pathogen, where the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms (including from one human to another, one animal to another, from an animal to a human or vice versa, or through contaminated water, faeces or food).
Cost of Replacing the Item(s)	a) The price of an identical replacement model or a model of similar quality and features unless the instrument(s) and related musical equipment's condition has been altered from a new condition due to modification, pre-existing damage, repairs undertaken or excessive wear and tear b) The Market value of the instrument(s) and related musical equipment at time of damage if the instrument(s) and related musical equipment; <ul style="list-style-type: none">o could not be reasonably replaced with an identical model or a model of similar quality and features,o the item is rare or the item's condition has been altered from a new condition due to modification, pre-existing damage, repairs undertaken or excessive wear and tear. We may use independent expert opinions to establish the market value where there has been no recent professional valuation. The most we will pay is the cost of repair or replacement of the instrument(s) and related musical equipment up to the policy limit of £3,000.
Depreciation	The reduction in the value of the instrument(s) and related musical equipment due to the damage sustained and subsequent repair.

Forcible and violent	Visible physical damage (damage to windows, locks or structure of doors/panels to gain entry) to the building or vehicle or the use of force or violence against You or other people.
Instrument(s) and related musical equipment	Musical instruments, equipment or accessories that you own which are primarily designed and used for musical purposes.
Loaned	The temporary transfer of the instrument(s) and related musical equipment into the custody and control of another person with your permission.
Market Value	The value of instrument(s) and related musical equipment with consideration and adjustment for condition, age, model, rarity, historical information and provenance. We may use independent expert opinions to establish the market value where there has been no recent professional valuation.
Pathogen / Pathogens	Any pathogen, including but not limited to a virus, bacterium, parasite, fungus, other organism, micro-organism, any variation or mutation, whether deemed living or not, or any other substance or agent capable of causing a Contagious or Infectious Disease .
Period of Cover/ Insurance	From the date the Musicians' Union member registered for this insurance and any period agreed by us and the Musicians' Union, the membership of which must be retained.
Physical Damage	Physical loss, damage or destruction. For the avoidance of any doubt, the presence of a pathogen on property or contamination of property by a pathogen does not constitute physical damage .
Policy schedule	The document showing further details of this insurance contract and any additional terms or conditions.
Unattended	Instrument(s) and related musical equipment left in a location where you or anyone who is responsible for the items are not in a position to prevent interference with the items or deter theft.
We, Our, Us	Allianz Insurance plc.
You, your, yourself, the insured	An individual member of the Musicians' Union permanently residing in England, Scotland, Wales, Northern Ireland, the Isle of Man or the Channel Islands, who has registered for this insurance.

General Conditions

If **you** do not comply with the following conditions, and the condition **you** have not kept to relates to a claim, **we** can refuse **your** claim.

1. Reasonable Care

You must take all reasonable care to prevent accidents, theft, loss and damage. **You** must keep **your** Equipment and instruments in a good state of repair and must be maintained in line with safety legislation and manufacturers recommendations. **You** must take all reasonable care to prevent accidents, theft, loss, damage and ensure that **your instrument(s) and related musical equipment** are not left deliberately **unattended**.

2. Musicians' Union Membership

This insurance cover is only in force if:

- Musicians' Union have renewed this policy,
- You** are a Musicians Union member, and
- 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

If **we** pay a claim under this policy but **we** consider there is a right to recover the claim cost or part of the claim cost from another party then **we** are entitled to bring legal proceedings against that party on **your** behalf. Any proceedings will be at **our** expense. **You** must assist **us** if **we** ask **you** to.

4. Other insurances

We will not make payment for any claim that is covered by any other insurance. If there is any other insurance under which **you** are entitled to make a claim **you** must tell **us** the name and address of the other insurance company and **your** policy number with them.

5. Passing of interest

When a claim is settled for an item beyond economic repair, the items will belong to **us**. If **we** choose not to take possession of the items, **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 by **us** 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

The laws of England and Wales apply to this insurance contract. Unless **we** agree otherwise the language of the policy, and all communications relating to it, will be English.

9. Territorial Limits

The policy provides cover worldwide provided **you** are usually resident in England, Scotland, Wales, Northern Ireland, the Isle of Man or the Channel Islands. Worldwide means the **instrument(s) and related musical equipment** are covered anywhere in the world. **You** must remain a resident of the United Kingdom and **you** must not reside outside of the United Kingdom for more than 6 consecutive months in any one year without **our** agreement.

10. Cancellations

Providing Musicians' Union renew this policy each year and does not cancel the policy mid-term **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.

11. Minimum Standards of Security

Cover for loss or damage caused by theft or attempted theft is subject to the below minimum standards of security. These standards must be met when the premises in which **instrument(s) and related musical equipment** are kept is left unattended:

- All external doors are locked, and
- All external windows are closed and latched.

12. Items stored in basements or below ground level

Any **Instrument(s) and related musical equipment** stored within a basement or floor below ground level must be raised at least 10 centimetres above the floor. **We** will not pay for any loss or damage caused by flood, storm, burst pipes and overflowing tanks or toilets unless this precaution has been taken.

13. Items stored in outbuildings & containers

You must ensure that the roof, walls, floor, doors and windows of any outbuilding or container where **you** store **Instrument(s) and related musical equipment** have been inspected by **you** or a suitable professional within the previous 12 months and any defects rectified. If this is not completed **we** will not pay any claim caused by storm, water or other sudden changes in climatic conditions.

What Is Covered?

This policy covers the following for any **instrument(s) and related musical 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 **instrument(s) and related musical equipment** are **accidentally damaged** but can be repaired, **we** will pay the cost of repair and any **depreciation** in value arising directly from the insured damage up to the policy limit of £3,000.
- b) If the **instrument(s) and related musical equipment** are **accidentally damaged beyond economic repair** or are stolen or **accidentally lost**, **we** will pay the cost to replace the items up to the policy limit of £3,000.

Unattended Vehicle Cover

Within the £3,000 policy limit **we** will cover any theft or damage to **instrument(s) and related musical equipment** whilst left in an unattended vehicle subject to the following:

- a) The vehicle must have a permanent hard roof or retractable hard top which is fully closed when unattended.
- b) There must be signs of **forcible and violent** entry into the vehicle (damage to windows, locks or structure of doors/panels to gain entry)
- c) The item(s) must be hidden from view when left unattended. This means if the item(s) will fit into a glove compartment, a locked boot or other concealed internal compartment, it must be placed in one of these areas when left unattended. If the item(s) will not fit, it must be covered from direct external view (e.g. covered with a sheet or blanket).
- d) All vehicle security systems must be activated and any doors, windows and sunroofs closed and locked.

There is no cover for any claim where a relay device, key scanner, fob blocker or any similar device is used without signs of **forcible and violent** entry into the vehicle except where the vehicle in which the instrument(s) and related musical equipment were kept is its-self stolen.

Transit Cover

Within the £3,000 policy limit **we** will cover any damage or loss to any **instrument(s) and related musical equipment** in transit.

We will not pay for any Loss or damage arising from:

- a) Transit by air unless the instruments and equipment are securely packed in a suitable protective musical instrument case or by a professional transit or removal company.
- b) Postal or similar transit unless the instruments and equipment are securely packed in a suitable protective case or container.

Hire Costs Cover

In addition to the £3,000 policy limit **we** will pay the cost of hiring comparable alternative instruments and equipment in the event of a valid claim subject to:

- a) A maximum of £200 per Musicians' Union member for each claim to hire **instrument(s) and related musical equipment**, and
- b) A maximum of £500 per Musicians' Union member for the combined costs of all hire of **instrument(s) and related musical equipment** during the **period of insurance**.

What Is Not Covered?

1. Excess - The first £150 of any claim, or the first £350 of any claim for laptops, personal computers or tablets.

2. Musicians' Union Limit - For each member of the Musicians' Union **we** will not pay more than £3,000 in a 12 month period from the date of the first loss. **We** will also not pay more than £5,000 in a rolling 5 year period from 1st January 2020. These limits exclude hire charges detailed in 'What is Covered'.

3. Theft From Unattended Premises - Any claims for theft or attempted theft from an unattended premises unless there are signs of **forcible and violent** entry to the premises and General Condition 11 'Minimum Standards of Security' is complied with.

4. General Exclusions - Loss or damage arising from:

- a) Failure of an instrument's structure during or due to general use (including whilst being played)
- b) Wear and tear, ageing, deterioration or gradually operating causes.
- c) An inherent or latent defect.
- d) Wet or dry rot, mould, mildew, fungus, rust or corrosion.
- e) Insects, vermin or woodworm.
- f) Faulty design or workmanship or the use of faulty or unsuitable materials.
- g) Any commercial process of cleaning, dyeing, maintenance, repairing, restoration or servicing.
- h) Electronic, electrical or mechanical breakdown, failure or derangement
- i) Any virus, network failure, programming or operator error
- j) Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
- k) The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or any nuclear components of such assembly.
- l) Pressure waves caused by aircraft and other aerial devices.

m) Any chemical, biological, bio-chemical or electromagnetic weapon.

n) Any loss, damage or liability related to a **cyber attack**.

5. Theft from Unsecured Locations - Theft of **instrument(s) and related musical equipment** left **unattended** in an unsecured, open location that members of the public can easily access

6. Customer Replaceable Items - Breakage of customer replaceable items such as strings, fuses, bulbs, valves, reeds and drumheads.

7. Consequential Loss - Any costs suffered as a result of not being able to use the **instrument(s) and related musical equipment** (e.g. loss of income for not being able to perform a concert).

8. Earthquakes or Volcanoes - Loss or damage happening in connection with an earthquake or a volcanic eruption.

9. Sets and Collections - Any costs incurred in matching any parts of a set or a collection not involved in a claim.

10. Climatic conditions - Loss or damage arising from:

- a) Climatic or atmospheric conditions, changes in air pressure or extremes of temperature (except where damage is due to a one off sudden event).
- b) Effects of sunlight, fading, changes in colour, texture or finish.
- c) Dampness, condensation, frost, dryness, dust, shrinkage or contamination.

11. Theft by Loanee - Theft by any person or persons to whom the **instrument(s) and related musical equipment** are entrusted or **loaned**.

12. Computer Date Recognition - Any loss or damage caused by the failure of any electrical or computer equipment, software, microcontroller, microchip, accessories or associated equipment, to correctly recognise and process any calendar date or time.

13. Confiscation - Costs or damage by confiscation or detention or nationalisation or requisition by Customs or other officials or legal authorities.

14. Terrorism - 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.

15. Travel and Courier Costs - Travel, delivery, postage or courier costs in the event of a claim (e.g. transport to a repairer).

16. Quotation Costs - The cost of any estimate or quotation to replace and/or repair the **instrument(s) and related musical equipment**.

17. Unexplained theft or loss - Any claims for unexplained theft or any claims for unexplained loss within **your** residence including its property boundaries.

18. Deliberately unattended items - Any claim for **instrument(s) and related musical equipment** which are lost and not recovered as a direct result of being deliberately left **unattended**.

19. Mobile Phones and lighting equipment - Loss, damage or theft to mobile phones including loss of the data held on it or any lighting equipment.

20. War - 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.

21. Contagious or Infectious Disease - Loss, destruction, damage, cost, expense, or any consequential loss, directly or indirectly caused by, arising out of, attributable to, or contributed to by:

a Contagious or Infectious Disease;

b the fear or threat (whether actual or perceived) of a **Contagious or Infectious Disease;** **c** the presence or suspected presence of **Pathogens** at, in or on the premises or property of any person or entity; or **d** any action taken or advice given (whether or not by a competent authority) to prevent, reduce, control or mitigate the occurrence, outbreak, spread or effects of a **Contagious or Infectious Disease** or any **Pathogens** irrespective of any other cause,

occurrence or event operating concurrently, independently or in any sequence to cause the loss. But this exclusion will not apply to **Physical Damage** to property insured under the policy and any business interruption directly resulting from such **Physical Damage**, where such **Physical Damage** itself results from fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons, earthquake, storm, flood, escape of water from any tank apparatus or pipe, impact by any road vehicle or animal, or theft.

For the purposes of this exclusion:

Loss includes, but is not limited to financial and business interruption loss, loss of value, marketability or use of property, fines and penalties. Cost or expense includes, but is not limited to any cost or expense to: **a** clean-up, detoxify, decontaminate, or remove **Pathogens** from any property where the property is or is feared to have been affected by **Pathogens** or a **Contagious or Infectious Disease;** **b** monitor or test for **Pathogens** or a **Contagious or Infectious Disease;** or **c** provide medical treatment for persons affected by a **Contagious or Infectious Disease**.

Malicious persons do not include persons who maliciously, deliberately or recklessly: **a** cause **Pathogens** to come into contact with the premises or property of any person or entity; or **b** cause or attempt to cause another person or persons to contract a **Contagious or Infectious Disease** and, in or by so doing, cause **Pathogens** to come into contact with the premises or property of any person or entity.

22. MU Specified Cover - Cover under this policy if **you** are entitled to claim under the MU Specified Instrument/equipment Cover (formerly MU Additional Cover).

23. Economic Sanctions - Cover or benefit for any business or activity to the extent that the provision of such cover, payment of any claim or provision of such benefit would expose Us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

22. UK Residency - This insurance does not cover anyone that is not a resident of the United Kingdom, Channel Islands and the Isle of Man

How to Make a Claim

1. Notify Hencilla Canworth GI Ltd via telephone **020 8686 5050** or via post (details shown on page 1)
2. Tell the police immediately if the claim is in relation to theft, attempted theft or malicious damage
3. Provide any information **we** request relating to the claim. This could include proof of ownership, serial numbers, photos, evidence of the value of any items from an independent expert, any loan agreements in place or any service and repair receipts. If **your** items are lost, stolen or damaged during air travel **you** must report it as soon as possible to the relevant airline staff and comply with any instructions they give, obtain a property irregularity report or damage report from the airline, and retain **your** baggage check-in confirmation details)

How Do We Settle Your Claim?

We are entitled to take over and conduct any negotiations or legal action in connection with a claim under this policy and will choose to settle claims with **you** by cash payment, repair or replacement but **our** liability in respect of any **instrument(s) and related musical equipment** is restricted to the policy limit after deduction of the policy excess.

Partial Damage

If the **instrument(s) and related musical equipment** are **accidentally damaged** but can be repaired **we** will pay the cost of repair and any **depreciation** in value up to the policy limit of £3,000. If it is possible to repair the **instrument(s) and related musical equipment** then **we** will ask **you** to provide a repair quote from a reputable repairer of **your** choice. **We** reserve the right to seek alternative quotations from other repairers.

Damaged Beyond Repair

If the **instrument(s) and related musical equipment** are stolen, **accidentally lost** or **we** deem it to be **beyond economic repair**, **we** will pay the **cost of replacing** the Items up to the policy limit. Claims payments will not be reduced by any **depreciation** or wear and tear the items had before the loss.

If **we** have paid a claim for **instrument(s) and related musical equipment** that are beyond repair or have been **accidentally lost** or stolen and not recovered, then those items will become **our** property. Where items are later recovered, **you** must notify **us** and to ensure the item is returned to **us**. **We** will provide an opportunity to purchase back the item(s) at their new **market value** before any disposal or sale by **us**. If **you** elect not to replace any **instrument(s) and related musical equipment** which has been stolen, **accidentally lost** or **accidentally damaged beyond economic repair**, the amount payable will be restricted to the policy limit after deduction of the policy excess.

How to Make a Complaint

Hencilla Canworth GI Ltd

If **you** have any concerns or are dissatisfied regarding the registration of **your** membership or policy please contact Hencilla Canworth GI Ltd:

Phone: **020 8686 5050**
Writing: **Hencilla Canworth GI Ltd,
Simpson House,
6 Cherry Orchard Road,
Croydon
CR9 6AZ**

Alternatively, if **you** are unhappy with any other aspect of the policy please read the Allianz Musical Insurance section and follow the steps outlined.

If **we** have not resolved the situation within eight weeks **we** will issue **you** with information about the Financial Ombudsman Service (FOS). The FOS offer a free, independent service to resolve complaints. Using **our** complaints procedure or contacting the FOS does not affect **your** legal rights.

Financial Ombudsman

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 such as a delay caused by exceptional circumstances.

Writing: **The Financial Ombudsman Service
Exchange Tower
London E14 9SR**

Website: www.financial-ombudsman.org.uk

Phone: **0800 0234567 or 0300 1239123**

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

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 **you** have a complaint, please contact **our** Customer Satisfaction Manager at:

Phone: **0344 391 4037** or Email: csm@allianz.co.uk

Writing: **Customer Satisfaction Manager
Allianz Musical Insurance
P O Box 224,
Huddersfield, HD8 1FS**

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:

Website: www.fscs.org.uk,

Phone: **0800 678 1100 or 0207 741 4100**

Email: enquiries@fscs.org.uk

Privacy Notice Summary

Please find below a summary of our Privacy Notice. The full notice can be found on the Allianz UK website: <https://www.allianz.co.uk/privacy-notice.html#pn> If you would like a printed copy of our Privacy Notice, please contact the Data Rights team using the details below.

Allianz Insurance plc is the data controller of any personal information given to us about you or other people named on the policy, quote or claim. It is your responsibility to let any named person know about who we are and how this information will be processed. "When we refer to "we", "us" and our in this notice it means Allianz Insurance plc, Allianz Engineering Inspection Services Limited, Pet Plan Limited and Vet Envoy Limited who are all part of the Allianz UK Group which includes insurance companies, insurance brokers and other companies owned by the Allianz UK Group. Please see link for a detailed list of these companies here: <https://www.allianz.co.uk/about-allianz/our-organisation.html#azuk>"

Anyone whose personal information we hold has the right to object to us using it.

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

If you wish to exercise any of your data protection rights, you can do so by contacting our Data Rights team:

Telephone: 0208 231 3992
Email: datarights@allianz.co.uk
Address: Data Rights team,
Allianz Insurance PLC
PO box 5291
Worthing
BN11 9TD

Any queries about how We use personal information should be addressed to Our Data Protection Officer:

Telephone: 0330 102 1837
Email: dataprotectionofficer@allianz.co.uk
Address: Data Protection Officer,
Allianz Insurance PLC
PO box 5291
Worthing
BN11 9TD