



MUSICAL INSURANCE

MUSIC PROTECT

TERMS AND CONDITIONS

Effective from 1st January 2021

Contents

Terms and Conditions

Demands and Needs	2
Important Information	2
Definitions	2 - 3
General Conditions	3 - 4
What is and What is Not Covered	5 - 6
Cover Extensions	6
Territorial Limits	6 - 7
General Exclusions	7 - 9
Special Clause	9
Claiming	10
Legal helpline	11
Fraud	12
Making a complaint	12
Financial Services Compensation Scheme	12
Privacy Notice - How we use personal information	13 - 15
How to contact us	16

Please contact us if you require a copy of this booklet in large print or Braille.

Terms and Conditions

Allianz Musical Insurance does not provide advice or any personal recommendation about the insurance products offered.

Demands and Needs

This product meets the demands and needs of an individual who wants cover for their musical instrument(s) and/or equipment in the event of loss, theft or accidental damage.

The **insured item(s)** covered by this insurance is/are detailed on **your policy schedule**, together with the **sum(s) insured** and any additional terms, exceptions and conditions that apply to **your** policy in addition to those contained in these Terms and Conditions.

These policy Terms and Conditions are part of **your** insurance contract and must be read in conjunction with **your policy schedule**. To understand exactly what **your** insurance contract covers **you** must read **your Certificates of Insurance**, together with these policy Terms and Conditions.

We will **indemnify you** in accordance with and subject to the Terms and Conditions of this policy document during the **period of cover**.

Important Information

- 1 Please ensure the **sum insured** of each **insured item** is adequate and reflects the current replacement cost. **We** will not amend the **sum insured** specified on **your policy schedule** unless **you** ask **us** to. In the event of a claim **you** must provide up to date:
 - evidence of value from an independent expert, retailer, repairer, recognised valuation or auction house
 - proof of ownership or legal responsibility if requested by **us**. This can include proof of original purchase or valuation, invoices or other documents demonstrating recent service or repair, rental or loan agreements.

to enable **us** to settle **your** claim.

Where the **insured items** have a **sum insured** of £25,000 or more, the evidence of value should be no more than 3 years old at the time of the claim.

- 2 In the event of a total loss claim **we** will pay the market value up to the **sum insured**. Please obtain written evidence of value, proof of ownership or legal responsibility for all **insured items**. **We** need these to enable **us** to settle **your** claim.

- 3 The policyholder must be over 18 years of age to take out this insurance cover.
- 4 For any policy which has a combined **sum insured** of over £50,000, **you** will be asked to complete a security questionnaire. **We** may require additional security measures to be put in place.

Definitions

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

Accidental loss/accidentally lost - Loss which is sudden and unexpected and is not deliberately caused by **you** or any other party.

Act of terrorism - Acts of persons acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of Her Majesty's government in the United Kingdom or any other government de jure or de facto.

Certificates of Insurance - This is an important document and is made up of **your** details and **policy schedule**.

Computer equipment and mobile phones - Computers, laptops, tablets, MP3 players, and mobile phones.

Forcible and violent - Visible physical damage to the building or vehicle.

Indemnify - To restore **you** to the same financial position after a valid claim that **you** were in immediately prior to the valid claim.

Insured item(s) - The musical instrument(s), equipment, accessories and **non-musical contents** detailed on **your policy schedule** owned by **you** or that are **your** responsibility.

Loaned - The temporary transfer of the **insured item** into the custody and control of another person with **your** permission.

Non-musical contents - Possessions and equipment which **you** own, or are responsible for, while they are kept at the address on **your policy schedule** and are used primarily in association with, but not directly for, musical production, rehearsal, teaching or performance. Items insured under this description can include:

- fixtures and fittings other than landlord's fixtures and fittings;
- furniture;
- office equipment - excluding those items as defined as **computer equipment and mobile phones**;

- laminated, wooden effect, vinyl or lino floor coverings that could reasonably be removed and reused;
- carpets and rugs.

Non-musical contents can not include:

- Any musical instruments, equipment or accessories;
- Items primarily used for **your** own use not associated with music production;
- Valuables - jewellery, gold and silver articles (including plated articles), watches, gemstones, clocks, furs, pictures, sculptures, other works of art and collectables;
- Television, satellite and radio receiving aerials, aerial fittings and masts fixed to the property at the address on **your** policy;
- Freestanding gas and electric cookers or gas powered heaters;
- Domestic animals;
- Fish tanks;
- Money, cash, currency notes or stamps;
- Deeds and documents;
- Food and other perishable items;
- Visitors valuables and possessions.

Period of cover - The period specified on **your** **policy schedule**.

Policy schedule - The document showing details of the **insured item(s)** and any special clauses and/or terms which apply.

Start date - The date this insurance commences as stated on **your** **policy schedule**.

Sum(s) insured - The maximum claim amount **we** will pay for each individual **insured item**, as shown on **your** **policy schedule**. Where relevant this should include the cost of refitting and installation. If **you** are VAT registered and **your** **insured item** is owned by and used in connection with **your** business this amount should be net of VAT.

Unspecified musical accessories - Cases and/or other items used to play or tune the instrument(s) insured under this policy but excluding items with an individual value of less than £10 or more than £250. The maximum amount that can be claimed for **unspecified musical accessories** is £500 per claim. For the purpose of this insurance, **computer equipment, mobile phones** and musical instruments are not classed as musical accessories and to be covered by this insurance must be specifically listed on **your** **policy schedule**.

We, our, us - Allianz Insurance plc.

You, your - The person, band, organisation or orchestra named on the **policy schedule**.

General Conditions

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

- 1 **Precautions - You** must keep the **insured item** in a good state of repair and take all reasonable precautions to prevent accidents, theft, loss and damage.
- 2 **Security** - As a minimum security requirement the premises that the **insured item** is kept in must have the following in place when the premises are left unattended or the household goes to bed, unless:
 - All external doors must be locked with the keys withdrawn from locks, and
 - All external windows must be closed and latched, except those in occupied bedrooms.

If any additional security is required this will be detailed on **your** **policy schedule**. For any policy which has a combined **sum insured** of over £50,000, a security questionnaire will need to be completed by **you** and **we** may require additional security.

- 3 **Change in circumstances - We** need to know about certain changes in **your** circumstances. The changes **we** need to know about are detailed on **your** **Certificates of Insurance** in the section called 'Do **we** have the correct information for **you** and **your** **insured items**?' Please make sure **you** read this section in all **Certificates of Insurance** **you** receive to ensure **you** are aware of the information **we** need from **you**. If **you** do not provide the information **we** ask for it could result in a claim not being paid or can affect the cover **we** provide.
- 4 **Changes at renewal** - If **we** offer a further **period of cover** **we** may change the premium, excess and policy Terms and Conditions. **We** also have the right not to invite renewal and **we** will notify **you** in writing of any such action prior to the end of **your** current policy year.
- 5 **Claims, our rights** - **We** are entitled at **our** own expense to enter into 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** if **we** ask **you** to.
- 6 **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.

- 7 **Under-insuring** - If at the time of a claim it is discovered that **you** have under-stated the **sum insured** then the most **we** will pay is the **sum insured**.
- 8 **Passing of interest** - When a claim is settled for a total loss, the **insured item** will belong to **us**. If **we** choose not to take possession of the **insured item**, **we** will not be held responsible for any disposal charges.
- 9 **Transfer of interest** - **We** will not be bound by any passing of **your** interest in this insurance, unless by death or operation of law and then only until **we** agree to accept such transfer of interest by the issue of a revised **policy schedule**.
- 10 **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**.
- 11 **Jurisdiction:**
 - a The laws of England and Wales apply to this insurance contract
 - b Unless **we** agree otherwise the language of the policy, and all communications relating to it, will be English.
- 12 **Free reinstatement of the sum insured after a claim** - Following a claim, other than a total loss, the **sum insured** will automatically be reinstated until the end of the current **period of cover**. If **we** make a payment for depreciation in value, the **sum insured** will automatically be reduced to the depreciated figure agreed between **you** and **us** and in these circumstances **we** will not provide any refund of premium.
- 13 All **insured items** and **non-musical contents** must be maintained in line with current safety legislation and manufacturers recommendations.
- 14 **Cancellation rights:**
 - a **You** have the right to cancel this policy within 14 days of the **start date** or receipt of this policy document with **your policy schedule**, whichever is later. If **you** cancel within this 14-day cancellation period **you**

will receive a full refund of any premium paid.

b **You** can cancel **your** policy at any time after the 14-day period and **we** will give **you** a refund of the money **you** have paid for the **period of cover** after the cancellation date.

Applicable to a and b - if **you** have made a claim **you** will not receive a refund of the premium paid.

c The cancellation procedure detailed in a and b does not apply to policies with a duration of less than one month.

d **We** can cancel your policy at any time if **you** have been dishonest or fraudulent in any dealings with **us**. **We** will give **you** 7 days notice in writing to the last address **you** have given **us** and **we** will give **you** a refund of any money **you** have paid for the policy year after the cancellation date.

What is Covered

Loss or damage to the **insured item(s)** described on **your policy schedule**, and **unspecified musical accessories** up to a single claim value of £500, (maximum £250 per item), caused by:

Accidental damage (including fire damage)

The cost of repair and, if following repair the **insured item** has reduced in value (depreciated), due to damage sustained, the amount the value of the **insured item** has reduced by.

If the **insured item** is accidentally damaged and can be repaired **we** will pay the cost of repair and if following repair the **insured item** has reduced in value (depreciated), due to the damage sustained, the amount the **insured item** has reduced by.

What is Not Covered

Any amount over the **sum insured** for the **insured item** shown on **your policy schedule**.

Any amount for the depreciation in value of any **computer equipment and mobile phones**.

Loss or damage caused by **your** wilful acts.

Loss or damage arising from:

- a Faulty design or workmanship or the use of faulty or unsuitable materials.
- b Any process of cleaning, dyeing, maintenance, repairing, restoration or servicing
- c Electronic, electrical or mechanical breakdown, failure or derangement.
- d Any form of virus.

Damage while the **insured item** is stored at any residence which **you** lend, let or sub-let to another person unless entry or exit is made using **forcible and violent means**.

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, damp, fungus, rust or corrosion.
- d Insects, vermin or woodworm.

Theft

Theft from the premises the **insured item** is kept in when the premises is left unattended or the household goes to bed, unless:

- a Involving **forcible and violent entry**,
- b All external doors are locked with the keys withdrawn from locks,
- c All external windows are closed and latched, except those in occupied bedrooms, and
- d Where **we** have stated on **your policy schedule**, an alarm is fitted and activated.

Unexplained theft.

Theft if the **insured item** is stored at an address that is left unoccupied for more than 60 days.

Theft or attempted theft while the **insured item** is stored at any residence which **you** lend, let or sub-let to another person unless entry or exit is made using **forcible and violent means**.

Theft by any person or persons to whom any **insured item** is entrusted or **loaned**.

What is Covered	What is Not Covered
<p>Accidental loss</p>	<p>Unexplained loss within your residence.</p> <p>Loss while the insured item is stored at any residence which is lent, let or sub-let to another person unless entry or exit is made using forcible and violent means.</p>
<p>The policy is extended to include: loss, damage and theft to the insured item(s) whilst loaned to any person(s) provided they are using the insured item with your permission and are willing to adhere to these Terms and Conditions. It is your responsibility to make sure the person loaning the items is aware of the Terms and Conditions.</p>	<p>Any more than 5 insured items being loaned out at the same time</p> <p>Items over £25,000 while they are loaned out unless you have informed us and we have agreed.</p> <p>Theft by any person or persons to whom any insured item is entrusted or loaned.</p>

Cover Extensions

- 1 If during the **period of cover you** acquire, or become responsible for, additional musical instruments, equipment or accessories which are not insured under another insurance policy, this insurance will extend to cover those items but not in respect of any increase in value and subject to:
 - **You** notifying **us** within 14 days of acquiring or becoming responsible for the additional musical instruments or accessories and **you** agreeing to pay any additional premium for their inclusion.
 - The amount **we** pay is limited to:
 - £1,000 for any one additional musical instrument/accessory.
 - £2,500 for all instruments/accessories during any one **period of cover**.

This extension does not apply to any **non-musical contents**.

- 2 In the event of a valid claim **we** will pay the cost of hiring an alternative musical instrument, equipment or accessory under this policy subject to:
 - Confirmation as to why the hiring of an instrument is required, for example an upcoming concert performance or a pupil's music teacher confirming the pupil needs the instrument for a scheduled lesson,
 - A limit of 10% of the **sum insured** for the **insured item** which is subject to the claim, and
 - A limit of £1,000 in total for any one claim for hiring costs.

This extension does not apply to any **non-musical contents**.

- 3 In the event of a valid claim, where **we** agree it is not practical for **you** to deliver and/or collect **your insured item(s)** from a repairer, **we** will pay the cost of:
 - Postage or similar transport for **your insured item(s)**. A limit of £500 in total for any one claim applies.
 - Transporting **your** piano, harpsichord or organ using a professional removals firm. A limit of £2000 in total for any one claim applies.

All costs must be agreed with **us** beforehand.

Territorial Limits

The territorial limit that applies to the **insured item** is shown on **your policy schedule**.

Worldwide - Means the **insured item** is covered worldwide for up to 90 days for any one trip as long as **you** remain a resident of the UK, Channel Islands or Isle of Man. If **you** plan to be outside the UK for longer than 180 days in a policy year, **you** must contact **us** in advance of travel so **we** can advise **you** of how this will affect **your** cover. If **you** are planning to travel to any country where the Foreign, Commonwealth and Development Office has advised against travel, **you** must contact **us** before travelling and **you** will not be insured under this policy unless **we** confirm to **you** cover is in place.

UK - Means the **insured item** is covered anywhere in the United Kingdom, Channel Islands or Isle of Man.

Premises Only - Means the **insured item** is only

covered whilst 'kept at address' which is stated on **your policy schedule** for that particular **insured item**.

General Exclusions

Applicable to all sections of **your** policy.

What is Not Covered

- 1 The amount of the excess as specified on **your policy schedule**.
- 2 The first £100 of each claim involving **non-musical contents, computer equipment and mobile phones** unless otherwise stated on **your policy schedule**.
- 3 Loss of or damage to data, computer memory or other electronic memory or data storage, discs, memory cards or microchips. This does not include proprietary software where **you** can prove ownership and it cannot be retrieved.
- 4 Breakage of customer replaceable items such as strings, reeds and/or drumheads.
- 5 Loss or damage arising from:
 - a Any form of transit by air unless the **insured item** is carried as hand luggage or checked in by **you** and secured in an appropriate locked case.
 - b Any form of postal or similar transit unless the **insured item** is securely packed in a suitable protective musical instrument case or other suitable protective container and the transit is tracked and guaranteed.
 - c Transporting of pianos unless they are secured within a suitable vehicle.
- 6 Loss or damage arising from:
 - a Climatic or atmospheric conditions, changes in air pressure or extremes of temperature.
 - b Effects of sunlight, fading, changes in colour, texture or finish.
 - c Dampness, condensation, frost, dryness, dust, shrinkage or contamination.
- 7 Any costs suffered as a result of not being able to use the **insured item**.
- 8 Any costs incurred in matching any parts of a set or collection not involved in a claim.
- 9 Loss or damage to the **insured item(s)** whilst left in an unattended vehicle (*See Special Clause*).
- 10 Travel, delivery, postage or courier costs in the event of a claim, such as transporting the **insured item(s)** to a repairer, except those mentioned in the 'Cover Extensions' section.
- 11 The cost of any estimate or quotation to replace and/or repair the **insured item(s)**.
- 12 Any amount if **you** have not notified **us** within 60 days of the date the loss/damage happened.
- 13 Any amount for depreciation if a claim for this has not been made within 60 days of the repair being finished.
- 14 Any costs or damage caused by the failure of any electrical or **computer equipment and mobile phones**, software, micro-controller, microchip, accessories or associated equipment, to correctly recognise and process any calendar date or time.
- 15 Costs or damage by confiscation or detention or nationalisation or requisition by Customs or other officials or legal authorities.
- 16 Loss or damage happening in connection with an earthquake or a volcanic eruption.
- 17 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, biochemical or electromagnetic weapon.
- 18 Loss or damage due to war, invasion, act of foreign enemy, hostilities (whether war be declared or not), riot, strike, civil commotion, civil war, rebellion, revolution, insurrection or military or usurped power.
- 19 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.
- 20 Theft from an unattended vehicle unless the vehicle is locked and the key (or other removable ignition device) has been removed from in or on the vehicle.
- 21 Any claim for loss or damage in transit where the **insured item** is insured by the company transporting it and would be paid out had this policy not existed. Where the **insured item** exceeds the amount that it is insured for by the other insurer, **we** will pay up to the **sum insured** listed on the **Certificate of Insurance** (subject to the terms and conditions of this policy).
- 22 Any loss or damage to **non-musical contents** while they are outside or away from the

address on the **policy schedule**. Any loss or damage to **non-musical contents** arising from chewing, scratching, biting or fouling by any domestic animals.

- 23 In the event of loss or damage to **non-musical contents**, we will not pay the cost of replacing or altering any other undamaged items solely because they form part of a set or suite. This includes groups or collections of the same design, nature or colour.
- 24 E-Risks
- a Loss or destruction of or damage to any **computer equipment** (as defined below) consisting of or caused directly or indirectly by:
 - i programming or operator error whether by the insured or any other person
 - ii **Virus or similar mechanism** (as defined below)
 - iii **Hacking** (as defined below)
 - iv malicious persons
 - v failure of external networks unless, in respect of i, ii and iii above, such damage results from a concurrent or subsequent cause not excluded by this or any other policy exclusion
 - b any financial loss or expense of whatsoever nature, including but not limited to business interruption, resulting directly or indirectly from the type of loss, destruction or damage described in paragraph a of this exclusion unless, in respect of a i, ii or iii above, the financial loss or expense results from a concurrent or subsequent cause not excluded by this or any other policy exclusion
 - c Loss or destruction of or damage to any property other than **computer equipment** where it arises directly or indirectly out of loss or destruction of or damage to any **computer equipment** of the type described in paragraph a of this exclusion unless, in respect of loss or damage to other property arising from a i, ii or iii above, resulting from a concurrent or subsequent cause not excluded by this or any other policy exclusion
 - d Loss or destruction of or damage either to **computer equipment** or any other property where it consists of or arises directly or indirectly out of:
 - i the erasure, loss, distortion, corruption or unauthorised access to or modification of information on computer systems

or other records, programs or software by rioters, strikers, locked-out workers, persons taking part in labour disturbances or civil commotions, or malicious persons

- ii the erasure, loss, distortion, corruption or unauthorised access to or modification of information on computer systems or other records, programs or software due to any cause not included in d i above
 - iii any misinterpretation, use or misuse of information on computer systems or other records, programs or software unless, in respect of d ii and iii above, such loss, destruction or damage results from a concurrent or subsequent cause not excluded by this or any other policy exclusion
- e any financial loss or expense of whatsoever nature, including but not limited to business interruption, where it arises directly or indirectly from the type of loss, destruction or damage described in paragraphs c and d of this exclusion unless, in respect of c, d ii and iii above, the financial loss or expense results from a concurrent or subsequent cause not excluded by this or any other policy exclusion.

For the purpose of this exclusion:

Computer Equipment – means **computer equipment**, component, system or item which processes, stores, transmits or retrieves data, or any part thereof, whether the property of the insured or not, whether tangible or intangible and including without limitation any information, programs or software.

Virus or Similar Mechanism – means any program code, programming instruction or other set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programs, data files or operations (whether involving self replication or not), including but not limited to ‘Trojan Horses’, ‘Worms’ or ‘Logic Bombs’.

Hacking – means unauthorised access to any computer or **computer equipment**, component, system or item, whether the property of the insured or not, which processes, stores, transmits or retrieves data.

25 Contagious and 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.

Physical Damage – means 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**.

Contagious or Infectious Disease – means 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).

Pathogen – means any **pathogen**, including but not limited to a virus, bacterium, parasite, fungus, other organism, micro-organism, any variation or mutation thereof, whether deemed living or not, or any other substance or agent capable of causing a **contagious or infectious disease**.

Special Clause

Unattended Vehicle Cover

'What is not Covered' point 9 does not apply to the **insured item** if **your policy schedule** shows 'Unattended Vehicle' under Cover Level. The cover is then subject to the below.

This policy does not cover any loss or damage to the **insured item** whilst left in:

- a A soft top convertible vehicle.
- b Any other vehicle, unless:
 - There is **forcible and violent** entry into the vehicle, and
 - The **insured item** is hidden from view with all the vehicle's security systems activated and all doors, windows and sunroofs closed. If the **insured item** will fit into a glove compartment, a locked boot or other concealed internal compartment of the vehicle, it must be placed in one of these areas when left unattended.

Claiming

Making a claim

- 1 As soon as possible and no later than 60 days after the loss/damage occurred, **you** must:
 - a Notify **our** claims team or **your** insurance broker if **you** have one, of any occurrence which may result in a claim and provide any further details which **we** may require. If **you** do not, **we** will not cover any costs in relation to that particular incident.
 - 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 up to date
 - Evidence of value from an independent expert, retailer, repairer, recognised valuation or auction house
 - Proof of ownership or legal responsibility if requested by **us**. This can include proof of original purchase or valuation, invoices or other documents demonstrating recent service or repair, rental or loan agreements

to enable **us** to settle **your** claims. Up to date means that the evidence is adequate to provide a view of the current replacement cost or market value of the **insured item**, and demonstrates the current ownership of, or responsibility for, the **insured item**.

Where the **insured items** have a **sum insured** of £25,000 or more, the evidence of value should be no more than 3 years old at the time of the claim.

- 4 Claims for depreciation must be made no later than 60 days after the repair of the **insured item** is finished.
- 5 **You** must provide details of VAT registration if **you** are VAT registered and use the **insured item** in connection with **your** business.

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 (but not exceeding in total the

sum insured for the **insured item**), provided the **sum insured** for the damaged item is adequate to replace the **insured item**.

- 2 In the event that **we** decide the **insured item** is beyond economic repair **we** will pay the cost of replacing the **insured item** with no deduction for wear or tear or depreciation (but not exceeding the **sum insured** for the lost or damaged item is adequate to replace the **insured item**).
- 3 By 'replacing the **insured item**' **we** mean:
 - a For property which can be replaced with a new model identical to the **insured item** or with equivalent quality and features, the catalogue price at the **start date** of the current **period of cover**.
 - b For other property, the market value at the of the current **period of cover**.
 - c For **mobile phones**, any replacement **we** provide will come from new stock, except for Apple **mobile phones** which can come from new or refurbished stock. The colour of a replacement mobile phone may not be the same as the one **you** have claimed for.
- 4 **We** can at **our** option settle **your** claim by cash payment, repair, replacement or reinstatement.
- 5 If **you** elect not to replace property which has been totally lost or destroyed, the amount payable will be the market value limited to the for the **insured item**.
- 6 Where **you** are registered for VAT, claims will be settled net of VAT.

Airline claims

In the event that **your insured item** is 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).

Legal helpline

You policy includes access to a legal helpline to give advice, 24 hours a day, 365 days a year, on any personal legal matter or a legal matter relating to **you** musical profession. The advice **you** receive from the legal helpline will always be according to the laws of Great Britain and Northern Ireland.

We may record the calls for **you** and **our** mutual protection and **our** training purposes.

Legal helpline: 0370 241 4140

When **you** call the legal helpline quote the master policy number from your policy schedule, and confirm that **you** are covered by the Allianz Musical Insurance policy. **You** will then be asked for a brief summary of the problem and these details will be passed on to an advisor.

Allianz Legal Assistance services

We have arranged for a selection of legal assistance services to be included as part of **your** policy. Allianz Legal Assistance services provide **you** with immediate access to a solicitor, and are designed to support, guide and provide **you** with options to resolve **your** legal needs.

Service 1 – Lawphone Legal Advice Helpline

Lawphone provides advice on any legal matter 24 hours a day, 365 days a year. There is no additional charge for the advice provided by Lawphone. The advice **you** receive from Lawphone will be in accordance with the laws of Great Britain and Northern Ireland. Lawphone does not provide advice on the laws of any other country or jurisdiction. **We** will record the calls for **you** and **our** mutual protection and **our** training purposes.

Lawphone: 0370 241 4140

When **you** contact Lawphone **you** should quote the policy number contained within **your policy schedule** and provide a brief summary of the problem. The details will be passed to an advisor who will return **your** call.

All areas of law relevant to **you** are covered.

This advice is available to the insured during the **period of cover** of the policy.

Lawphone is provided by Allianz Legal Protection, part of Allianz Insurance plc.

Service 2 – Lawclub Legal Online

As part of the policy **you** have unlimited, free

access to various online tools and services that will help **you** to produce legal paperwork and other documents in connection with a wide range of matters that can affect **your** personal lifestyle or those relating to **your** musical profession. Legal Assistance Online enables you to draft over 150 legal documents which can be prepared by following the online interactive questionnaire. Once created the documents can be downloaded, printed and stored in **your** secure online legal account. In addition, Legal Assistance Online has a detailed Law Guide which can provide **you** with up to date guidance and advice on many legal issues.

To access Legal Assistance Online visit: www.allianzlegalassistance.co.uk and register using the registration code which can be found on **your policy schedule**.

Some documents include the option of instructing Epoq to review **your** draft document for an additional fixed fee. The amount of the additional fixed fee will be confirmed to **you** at the time that **you** use the service. This document review service extends to documents which **you** have begun drafting through Legal Assistance Online where you want Epoq to review **your** document and ensure it is fully prepared and amended to meet **your** needs.

This service is provided by Epoq Legal Ltd of Middlesex House, 29–45 High Street, Edgware, Middlesex HA8 7UU.

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.

Making a complaint

If your complaint relates to how the policy was sold to you

If **you** purchased **your** policy through a broker, please contact **your** broker, quoting **your** policy number. If **you** purchased **your** policy directly from Allianz Musical Insurance please contact **us** using the details given below.

If your complaint relates to anything other than how the policy was sold to you

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: esm@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

Telephone: 0800 0234567 or 0300 1239123

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

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, by emailing enquiries@fscs.org.uk or by phoning the FSCS on 0800 678 1100 or 0207 741 4100.

Privacy Notice - How we use personal information

Introduction

This notice explains how we collect, use and store personal information. Your privacy and personal information are important to us and we are committed to keeping it protected. We've tried to make this notice as clear and transparent as possible, so you are confident about how we use your information. As data controller, we are responsible for decisions about how your information will be processed and managed. You will also find details below regarding your rights under data protection laws and how to contact us.

1. Who we are and whose personal information we collect

When we refer to "we", "us" and "our" in this notice it means Allianz Insurance plc, Allianz Engineering Inspection Services Limited, Petplan Ltd and VetEnvoy. When we say "you" and "your" and "individuals" 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
- anyone who has a business relationship or transacts business with us or provides us with a service, such as brokers, intermediaries and animal breeders.

2. Who we are and whose personal information we collect

We use personal information in the following ways:

- to provide quotes, administer policies and policyholder claims and carry out engineering inspections 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, conduct market research and manage our relationships with business partners to meet the legitimate needs of our business
- to send marketing information about our products and services if we have received your specific consent.

There is no obligation to provide us with personal information, but we cannot provide our products and services without it.

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. Further details can be found below.

3. Marketing

We use an individual's personal information to market products and services to them.

Our marketing activities may include:

- providing information about products and services by telephone, post, email and SMS; we will either do this ourselves or use third party partners to do it for us
- working with selected partners to display relevant online advertisements, and to our other customers, on third party websites and social media platforms. To do this, we may provide our partners with an individual's personal information in an encrypted format, which they use only to identify the appropriate audiences for our advertisements. We ensure that our partners delete this information once the advertisement audiences have been identified, and do not use the information for their own purposes.

If you do not wish to receive marketing information about our products and services you can tell us at any time by using the contact details found in Section 10: Know your Rights.

4. Automated decision making, including profiling

We may use automated decision making, including profiling, to assess insurance risks, detect fraud, and administer your policy. This helps us decide whether to offer insurance, determine prices and validate claims.

Anyone subject to an automated decision has the right to object to it. To do so please contact us using the details in Section 10: Know Your Rights and we will review the decision.

5. The personal information we collect

The information we collect will depend on our relationship with you. We collect the following types of personal information so we can complete the activities in Section 2: How We Use Personal Information:

- basic personal details such as name, age, contact details 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, including surveillance to help us manage policies and assess claims
- tracking and location information if it is relevant to the insurance policy or claim
- identification checks and background insurance risk details including previous claims information
- information relating to the use of our websites via the use of cookies
- accessibility details if we need to make reasonable adjustments to help
- business activities such as goods and services offered.

In certain circumstances, we may request and/or receive special category or sensitive information about you. We would only collect this information if it is relevant to the insurance policy or claim or where it is necessary for a legal obligation:

- your current or former physical or mental health
- criminal offences, including alleged offences, criminal proceedings, outcomes and sentences (previous criminal convictions, bankruptcies and other financial sanctions such as County Court Judgements)

6. Where we collect personal information

We collect personal information direct from individuals, their representatives or from information they have made public, for example, on social media.

We also collect personal information 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 the services for our products
- other involved parties, for example, claimants or witnesses.

We also collect information from your computer in the form of cookies. Please refer to our Cookie Policy for more details - <https://www.allianz.co.uk/cookie-policy.html>

7. Sharing personal information

We only share your information when necessary for the purposes stated in Section 2: How We Use Personal Information.

We may share 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 manage our benefit services, for example, vehicle repairers, veterinary advisors, legal advisors and loss adjusters
- other partners, local authorities and councils, including the RSPCA, if we suspect or conclude, following investigation, poor breeding practices and animal cruelty
- 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 Employers Liability Tracing Office (ELTO) and the Claims and Underwriting Exchange (CUE) and network organisations of which you are a member
- external agencies for market research purposes
- any organisation where you have agreed for them to receive that data as part of the terms and conditions of your membership or affiliation

- prospective buyers in the event that we wish to sell all or part of our business.

8. Transferring personal information outside the UK

We use servers located in the European Union (EU) to store personal information where it is protected by laws equivalent to those in the UK. We may transfer personal information to other members of the global Allianz Group to manage the 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. For more information about 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 personal information.

9. 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.

10. Know your rights

Any individual whose personal information we hold has a number of rights in relation to how that information is processed by us. You have the following rights:

- **The right to object** – individuals can object to us processing their data and we will either agree to stop processing or explain why we are unable to
- **The right of access**– individuals can request a copy of their personal information we hold, subject to certain exemptions (a subject access request)
- **The right of rectification** – individuals can ask us to update or correct their personal information to ensure its accuracy
- **The right to be forgotten** – individuals can ask us to delete their personal information from our records if it is no longer needed for the original purpose
- **The right of restriction** – individuals can ask us to restrict the processing of their personal information in certain circumstances
- **The right to data portability** – individuals can ask for a copy of their personal information, so it can be used for their own purposes

- **The right to withdraw consent** – individuals can ask us, at any time, to stop processing their personal information, if the processing is based only on individual consent

- **The right to make a complaint** – individuals can complain if they feel their personal information has been mishandled. We encourage individuals to come to us in the first instance but they are entitled to complain directly to the Information Commissioner’s Office (ICO) www.ico.org.uk

If you wish to exercise any of these rights you can do so by contacting our Data Rights team:

Phone: 0208 231 3992

Email: datarights@allianz.co.uk

Address: Allianz Insurance Plc, Allianz, 57 Ladymead, Guildford, Surrey GU1 1DB

11. Allianz (UK) Group Data Protection Officer Contact Details

Allianz Insurance plc, Allianz Engineering Inspection Services Limited, Petplan Ltd and VetEnvoy are companies within the Allianz Holdings.

Any queries about how we use personal information should be addressed to our Data Protection Officer:

Phone: 0330 102 1837

Email: dataprotectionofficer@allianz.co.uk

Address: Data Protection Officer, Allianz, 57 Ladymead, Guildford, Surrey GU1 1DB

12. Changes to our Privacy Notice

This Privacy Notice was last updated in September 2020.

Occasionally it may be necessary to make changes to this notice. When that happens we will provide an updated version at the earliest opportunity. The most recent version will always be available on our website www.allianz.co.uk.

12. Allianz Privacy Standards (APS)

The Allianz Privacy Standard provides you with information on the rules governing the international transfer of personal data between Allianz Group companies operating in the European Economic Area (EEA) and Allianz Group companies outside that area. The Allianz Privacy Standard also describes your rights in respect of such transfers, what to do if you want to exercise your rights or complain about such transfers, and how to contact us. The latest Allianz Privacy Standard can be found at <https://www.allianz.com/en/privacy-statement.html>.

How to contact us

By telephone: 0330 100 9903

Monday to Friday 9am to 5.30pm

By email: musicalinsurance@allianz.co.uk

**In writing: Allianz Musical Insurance
Great West House (GW2)
Great West Road
Brentford
Middlesex TW8 9DX
United Kingdom**

For claims notifications and queries only:

By telephone: 0344 391 4051

Monday to Friday 9am to 5pm

By email: mi.claims@allianz.co.uk

**In writing: Allianz Musical Insurance
Claims Department
Great West House (GW2)
Great West Road
Brentford
Middlesex TW8 9DX
United Kingdom**

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 Phone: 0330 100 9903 Website: www.allianzmusic.co.uk