



# **PUBLIC LIABILITY & PERSONAL ACCIDENT TERMS AND CONDITIONS**

Effective from 1st January 2021

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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, whilst performing, rehearsing and/or teaching, who wants cover for personal injury and cover for claims from third parties for injury and damage caused to them or their property

**Your Certificate of Insurance** details any additional terms, exclusions and conditions that apply to **you** 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 Certificate of Insurance**. To understand exactly what **your** insurance contract covers **you** must read **your Certificate of Insurance**, together with these policy Terms and Conditions.

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

The information supplied to Allianz Insurance plc forms the basis of the contract in conjunction with this policy document.

## Definitions

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

**Accident(s)** - A sudden and unexpected event which happens by chance during the **period of cover** whilst **you** are **using** an item of musical equipment.

**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.

**Bodily injury** - Death or identifiable physical injury.

**Certificate of Insurance** - The document issued

to **you** which shows the level of cover and any special clauses and/or terms which apply.

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

**Loss of hearing** - Total and permanent loss of hearing in one or both ears.

**Loss of limb** - Physical severance at or above the wrist or ankle or the total and permanent loss of use of an entire hand, arm, foot or leg.

**Loss of sight** - The complete and irrecoverable loss of sight in one or both eyes.

**Period of cover** - The period specified in the **Certificate of Insurance**.

**Permanent total disability** - A disability lasting without interruption for at least 12 calendar months, and in the opinion of an independent qualified medical professional acceptable to **us**, entirely prevents **you** from attending to any business or occupation of any kind and at the end of that period being beyond the hope of improvement.

**Start date** - The date this insurance commences as stated in **your Certificate of Insurance**.

**Territorial limits** - The policy provides cover in the United Kingdom only.

**Use, using** - Performing, rehearsing, auditioning, teaching either at **your** home/premises, the pupil's home or a public place, loading and unloading the musical equipment/instruments and setting up prior to, and clearing away after, a performance/gig.

**We, our, us** - Allianz Insurance plc.

**You, your** - The person named in **your Certificate of Insurance**.

## General Conditions

**You** must comply with the following conditions and the conditions stated under each section 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 take all reasonable precautions to prevent **accidents** and damage. If there is a disagreement between **you** and **us** as to what reasonable precautions are, the details will be referred to a specialist body mutually agreed upon.
- 2. Change in circumstances** - **We** need to know about certain changes in **your** circumstances.

The changes we need to know about are detailed on **your Certificate 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 **Certificate 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.

3. **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.
4. **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** when **we** ask **you** to.
5. **Other insurances** - If at the time of any loss or damage **you** are entitled to **indemnity** from another source, **our** liability will end and **we** will not cover any costs.
6. **Transfer of interest** - **We** will not be bound by any passing of **your** interest in this insurance other than by death or operation of law unless and until **we** agree to accept such transfer of interest by the issue of a revised **Certificate of Insurance**.
7. **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.
8. **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.

## Section A – Public Liability

In this section 'Your musical equipment' means any musical, entertainment, sound and/or lighting equipment which is in **use** by **you**, providing it is owned by or loaned to **you** and is insured by **us**.

### What is Covered

If property is damaged, or someone is killed, injured or falls ill as a result of an **accident** which occurs due to **your use** of **your musical equipment** during the **period of cover** within the **territorial limits** and **you** are legally responsible, providing **you** are a resident of the United Kingdom, **we** will pay:

- Compensation and claimant's costs and expenses, and
- Legal costs and expenses for defending a claim against **you**.

### What is not Covered

1. More than the maximum amount shown in **your Certificate of Insurance**.
2. The first £250 of each and every claim arising from damage to third party property.
3. Any compensation, costs and expenses if **you** are aged under 16 years or over 85 years.
4. Any compensation, costs and expenses resulting from loss or damage to property which belongs to or is in the care, custody and control of **you**, **your** employee or a member of **your** family or household.
5. Any compensation, costs and expenses when **you** are entitled to **indemnity** from another source.
6. Any compensation, costs and expenses when punitive, exemplary or aggravated damages are awarded against **you**.
7. Any compensation, costs and expenses for

the death, injury or illness of an employee or a member of **your** family or household.

8. Any compensation, costs and expenses arising from or due to:
  - a. **You** trade, profession or business or assumed contract other than that of a musician, music teacher, sound or lighting engineer, entertainer, disc jockey or visual jockey.
  - b. Ownership, possession, **use** or occupation of land or buildings.
  - c. Ownership, possession or **use** of motorised vehicles, yachts or motorised waterborne craft, airborne craft of any description, animals and firearms and weapons.
9. Any compensation, costs and expenses for an **accident** not involving the **use** of **your musical equipment**.
10. Any compensation, costs and expenses if there is a contract in place unless **you** would have been liable in any event.

## Conditions applicable to section A

1. At all times whilst **using your musical equipment you** must follow the manufacturer's instructions and safety advice.
2. When **you** are **using your musical equipment** the sound must not exceed the noise levels set by the local environmental health officer (EHO) or if lower, the level stipulated on the event/venue license.
3. **You** must not admit responsibility, agree to pay any claim or negotiate with any other person following an **accident**.
4. **You** agree to provide **us** with any information connected with the claim which **we** ask for.
5. **You** agree to tell **us** or help **us** find out all the circumstances of an incident that results in a claim, provide written statements and go to court if needed.
6. **You** must allow **us** to take charge of **your** claim and allow **us** to prosecute in **your** name for **our** benefit.
7. **You** must immediately send **us** any writ, summons or legal documents **you** receive and **you** must never reply to any of these.
8. **You** must inform **us** immediately of any impending prosecution, inquest or fatal inquiry or civil proceedings.

## Section B – Personal Accident

In this section '**musical equipment**' means any musical, entertainment, sound and/or lighting equipment.

### What is Covered

**We** will pay the amount shown below if at any time whilst **you** are **using** an item of **musical equipment** in the **territorial limits you** are involved in an **accident**, which solely and independent of any other cause, causes **bodily injury** which results in **your** death, **loss of limb**, **loss of sight**, **loss of hearing** or **permanent total disability**.

The amounts **we** will pay under this section are:

1. Loss of limb	£5,000
2. Loss of sight	£5,000
3. Loss of hearing	£5,000
4. Permanent total disability	£10,000
5. Death	£10,000

Benefits under this section are payable to **you** or **your** nominees.

### What is not Covered

1. Any amount if **you** are aged under 16 years or over 85 years.
2. Any amount for **permanent total disability** if **you** are aged over 65 years.
3. Any amount if the injury or death results from stress, trauma or psychiatric illness.
4. Any amount unless **your** death or loss occurs within 180 days of the **accident**.
5. Any amount for **permanent total disability** if **you** cannot prove to **us** that the **permanent total disability** has continued for 12 months from the date of the **accident** and in all probability will continue for the remainder of **your** life.
6. Any amount for any pre-existing medical condition.
7. Any amount relating to pregnancy or child birth.
8. More than one benefit in this section.
9. Any amount for any **accident** not involving the **use** of an item of **musical equipment**.

## Conditions applicable to section B

1. At all times whilst **using** the **musical equipment you** must follow the manufacturer's instructions and safety advice.
2. When **you** are **using** the **musical equipment** the sound must not exceed the noise levels set by the local environmental health officer (EHO) or if lower the level stipulated on the event/venue license.
3. If **you** are injured **you** must get medical attention as soon as possible.
4. **You** agree that **we** may appoint **our** own medical advisors to examine **you** as often as **we** require.
5. If an injury is worse because of a pre-existing condition or physical disability, **we** will only pay a percentage of your claim. The percentage will be based on the proportion that is attributable to the new injury only. If there is a disagreement between **you** and **us** regarding the percentage decided, a doctor who **we** and **you** agree is independent can be appointed and both parties agree to accept this doctor's opinion. **We** will pay any costs relating to this.

## General Exclusions applying to sections A and B

1. Any costs or damage caused by the failure of any electrical or computer equipment, software, micro-controller, microchip, accessories or associated equipment, to correctly recognise and process any calendar date or time.
2. Costs or damage by confiscation or detention or nationalisation or requisition by Customs or other officials or legal authorities.
3. Loss or damage happening in connection with an earthquake or a volcanic eruption.
4. Loss, damage or **bodily injury** 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 nuclear, chemical, biological, bio-

5. chemical or electromagnetic weapon.
5. 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.
6. 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.
7. Loss of or damage to data, computer memory or other electronic memory or data storage, discs, memory cards or microchips.
8. Loss, damage or **bodily injury** due to:
  - a. Suicide, attempted suicide or intentional self-inflicted injury or deliberate exposure to exceptional danger (except in an attempt to save human life).
  - b. **Your** own criminal act.
  - c. **You** being in a state of insanity or under the influence of alcohol or drugs (except drugs prescribed by a registered Doctor which are not prescribed for a drug addiction).
  - d. Solvent abuse by **you**.
9. 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.

#### 10. 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**.

## Making a Claim

1. If an incident happens that could lead to a claim **you** must notify our claims team as soon as possible, or **your** insurance broker if **you** have one.
2. Within 30 days of notifying **us, you** must supply, at **your** own expense, full details of the claim in writing together with any supporting information, and proofs which **we** may require.

## 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
- 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** at the address given in the section 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

Telephone 0344 391 4037  
Email [csm@allianz.co.uk](mailto:csm@allianz.co.uk)

**You have the right to refer your complaint to the Financial Ombudsman, free of charge – but you must do so within six months of the date of the final response letter.** If **you** do not refer **your** complaint in time, the Ombudsman will not have **our** permission to consider **your** complaint and so will only be able to do so in very limited circumstances. For example, if the Ombudsman believes that the delay was as a result of exceptional circumstances.

The Financial Ombudsman Service,  
Exchange Tower, London E14 9SR

Website [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)  
Telephone 0800 0234567 or 0300 1239123  
Email [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Using **our** complaints procedure or contacting the FOS does not affect **your** legal rights.

## Financial Services Compensation Scheme

If **we** are unable to meet **our** liabilities **you** may be entitled to compensation under the Financial Services Compensation Scheme (FSCS). Further information about compensation scheme arrangements is available at [www.fscs.org.uk](http://www.fscs.org.uk), by emailing [enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk) or by phoning the FSCS on 0800 678 1100 or 0207 741 4100.

## Privacy Notice - How we use personal information

### 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](http://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](http://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](mailto: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](mailto: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](http://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](mailto: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](mailto: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**

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