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

This policy summary does not contain the full Terms and Conditions for your policy. Full details can be found in your Terms and Conditions.

What type of cover is this?
This policy provides Public Liability and Personal Accident insurance.

Who is the insurer?
Allianz Insurance plc.

How long does my policy run for?
This policy will remain in force for 12 months (unless you specifically request otherwise and we agree) from the date it starts and for any period which you renew the policy, as long as you continue to pay the premium. You may need to review and update your cover periodically, to ensure the policy remains suitable for your needs.

What are the significant features and benefits of my policy?

| Public Liability | If property is damaged, or someone is killed, injured or falls ill as a result of an accident which occurs due to policyholder’s use of his/her musical equipment, this insurance covers the legal costs and expenses and the claimant’s compensation. The maximum amount we will pay is shown on your Certificate of Insurance. |
| Personal Accident | This insurance covers the amount shown in the table below if at any time whilst the policyholder is using an item of musical equipment he/she is involved in an accident, which solely and independently of any other cause, cause bodily injury. |

| 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 |
What are the significant exclusions and limitations of my policy?

Further information regarding the points below can be found in the Terms and Conditions in the sections indicated.

- This cover applies in the UK only. See ‘What is Covered’ sections of Public Liability and Personal Accident.
- This policy only provides cover for the policyholder and only when the policyholder is performing, rehearsing, auditioning, teaching either at the policyholders home/premises, the pupils home or a public place, loading and unloading the musical equipment/instruments and setting up prior to, and clearing away after, a performance/gig. See Definitions – ‘Use, using’, and ‘What is Covered’ sections of Public Liability and Personal Accident.
- Public Liability cover is only in force for any musical, entertainment, sound and/or lighting equipment which is in use by the policyholder and providing it is owned by, or loaned to, the policyholder and insured under the policy. See Public Liability definition of ‘Your musical equipment’ and ‘What we will pay’.
- Public Liability does not cover any accident which occurs due to the policyholder’s 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. See Public Liability ‘What is not Covered’ – point 8a.
- You must pay the first £250 of any Public Liability claim where property has been damaged. See Public Liability ‘What is not Covered’ – point 2.
- Personal Accident cover is only in force if the bodily injury is caused solely by the use of an item of musical equipment. See Personal Accident ‘What is not Covered’ – point 9.

Can I cancel my policy?

If, after receiving your Certificates of Insurance and policy Terms and Conditions, you are not happy you have 14 days during which you can cancel the policy. In this case we will cancel your policy and you will receive a full refund of any premiums paid, provided you have not made a claim. Full details of the cancellation rights can be found in your policy Terms and Conditions.

How do I make a claim?

You can notify us of a claim and obtain a claim form by calling 0344 391 4051. Alternatively, you can notify us at mi.claims@allianz.co.uk or:

Allianz Musical Insurance
Great West House (GW2)
Great West Road
Brentford
Middlesex, TW8 9DX

How do I make a complaint?

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

If we are unable to resolve the problem we will provide you with information about the Financial Ombudsman Service which offers a free, independent complaint resolution service.

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

Full details of our complaints procedure will be found in your policy documentation.

The European Commission has an online dispute resolution service for consumers who have a complaint about a product or service bought online. If you choose to submit your complaint this way it will be forwarded to the Financial Ombudsman Service. Visit ec.europa.eu/odr to access the Online Dispute Resolution Service. Please quote our e-mail address: csm@allianz.co.uk. Alternatively, you can contact the Financial Ombudsman Service directly.

Financial Services Compensation Scheme (FSCS)

You may be entitled to compensation from the FSCS if we cannot meet our liabilities.
Terms and Conditions

Your Certificate of Insurance details 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 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 indemnify you in accordance with and subject to the Terms and Conditions of this policy document during the period of cover.

The information supplied in writing or otherwise 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.

**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 referee 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.

**Certificate of Insurance** - The document issued to you which shows the level of cover and any special clauses and/or terms which apply.

**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.

**Special 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 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.

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 insurance within 14 days of the start date or receipt of this policy document with your Certificate of Insurance, whichever is later. If you cancel within this 14-day cancellation period you will receive a full refund of any premium paid, provided you have not made a claim.
   b. You may cancel this insurance 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.
   c. 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 period of cover after the cancellation date.

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**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. Your 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 whist 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 whist 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, biochemical 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 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.

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 insurance 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 normally 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

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

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

The European Commission has an online dispute resolution service for consumers who have a complaint about a product or service bought online. If you choose to submit your complaint this way it will be forwarded to the Financial Ombudsman Service. Visit ec.europa.eu/odr to access the Online Dispute Resolution Service. Please quote our e-mail address: csm@allianz.co.uk. Alternatively, you can contact the Financial Ombudsman Service directly.

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.

How we use your data
• Please be aware that telephone calls may be recorded for monitoring and training purposes.
• Your details will be stored on our computer system to administer your policy but will not be kept longer than necessary.
• You have the right to request a copy of the personal details we hold about you. A small charge will apply.
• We can only discuss your personal details with you. If you would like anyone else to act on your behalf please let us know.
• We may share your details with other insurance companies, directly or through a number of databases. This allows us to check information you give us and also helps us prevent fraud.
• Your personal details may be transferred to countries outside the EEA. They will at all times be held securely and handled with the utmost care in accordance with all principles of UK law.
• We may pass your information to selected third party advisors or suppliers outside the Allianz Group for the purpose of administering your claim.
• Unless you have advised us otherwise we may use your details for the below reasons. If you do not want this to happen and haven’t already told us please just let us know.
  • To support the development of our business by including them in customer surveys,
  • To send you further information from Allianz Musical Insurance about promotions or discounts which may benefit you, and/or
  • To provide you with information about products and services from other selected companies which we feel may be of interest to you.
# How to contact us

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<th>Details</th>
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<tbody>
<tr>
<td><strong>By telephone</strong></td>
<td>0344 391 4037&lt;br&gt;Monday to Friday 9am to 5pm</td>
</tr>
<tr>
<td><strong>By email</strong></td>
<td><a href="mailto:musicalinsurance@allianz.co.uk">musicalinsurance@allianz.co.uk</a></td>
</tr>
<tr>
<td><strong>In writing</strong></td>
<td>Allianz Musical Insurance&lt;br&gt;Great West House (GW2)&lt;br&gt;Great West Road&lt;br&gt;Brentford&lt;br&gt;Middlesex TW8 9DX</td>
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For claims notifications and queries only:

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<tr>
<td><strong>By email</strong></td>
<td><a href="mailto:mi.claims@allianz.co.uk">mi.claims@allianz.co.uk</a></td>
</tr>
<tr>
<td><strong>In writing</strong></td>
<td>Allianz Musical Insurance, Claims Department,&lt;br&gt;500 Avebury Boulevard,&lt;br&gt;Milton Keynes MK9 2XZ, United Kingdom.</td>
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