







# Public Liability and Personal Accident Terms and Conditions

**Allianz Musical Insurance** Effective from 27th March 2018













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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 a performing individual 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, 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.

### **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.

- 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.
- 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.

- 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.
- 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.
- 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.

### 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.
- 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.
- Any compensation, costs and expenses when you are entitled to indemnity from another source.
- Any compensation, costs and expenses when punitive, exemplary or aggravated damages are awarded against you.
- 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:
  - 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.
- Any compensation, costs and expenses for an accident not involving the use of your musical equipment.
- 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

- 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.
- You must immediately send us any writ, summons or legal documents you receive and you must never reply to any of these.
- 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**.
- 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**

- 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.
- 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

- 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.
- 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.
- 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.
- 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.
- Loss of or damage to computer memory or other electronic memory or data storage, discs, memory cards or microchips.
- 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**

- 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.
- 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.

## Fair Processing Notice - how we use personal information

### 1. Who we are

When **we** refer to "**we**", "**us**" and "**our**" in this notice it means Allianz Insurance plc.

When **we** say "**you**" and "**your**" 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.

#### 2. How we use personal information

We use personal information in the following ways:

- to provide quotes, administer policies and policyholder claims 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 and conduct market research to meet the legitimate needs of our business
- to send marketing information if we have received your specific consent.

You are not obliged to provide us with personal information, but we cannot provide our products and services without it.

You have the right to object to us using your personal information. You can do this at any time by telling us and we will consider your request and either stop using your information or explain why we are not able to. Further details can be found below.

### 3. Marketing

We use your personal information to market products and services to you.

Our marketing activities may include:

 providing information to you 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 to you, and to our other customers, on third party websites and social media platforms. To do this, we may provide our partners with some of your 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.

If **you** disagree with the outcome of an automated decision please contact **us** using the details in section 10.

### 5. The personal information we collect

We collect the following types of personal information about you so we can complete the activities in section 2, "How we use personal information":

- basic personal details such as name, age, address and gender
- family, lifestyle and social circumstances, such as marital status, dependants and employment type dependants and employment type
- financial details such as direct debit or payment card information
- photographs and/or video to help us manage policies and assess claims
- tracking and location information if it is relevant to **your** policy or claim
- identification checks and background insurance risk details including previous claims information
- medical information if it is relevant to your policy or claim
- criminal convictions if it is relevant to your policy or claim

- accessibility details if **we** need to make reasonable adjustments to help
- business activities if it is relevant to your policy or claim.

#### 6. Where we collect personal information

From **you**, **your** representatives or from information **you** have made public, for example on social media.

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 services for **our** products
- other involved parties, for example claimants or witnesses.

### 7. Sharing personal information

We may share your 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 provide our benefit services, for example vehicle repairers, veterinary advisors, legal advisors and loss adjusters
- 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 Claims and Underwriting Exchange (CUE)
- prospective buyers in the event 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 your personal information where it is protected by laws equivalent to those in the UK. We may transfer your personal information to other members of the global Allianz Group to manage your 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. If you would like more information about the 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 **your** 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

You have the right to:

- object to us using your personal information. We will either agree to stop using it or explain why we are unable to (the right to object)
- ask for a copy of the personal information we hold about you, subject to certain exemptions (data subject access request)
- ask us to update or correct your personal information to ensure its accuracy (the right of rectification)
- ask us to delete your personal information from our records if it is no longer needed for the original purpose (the right to be forgotten)
- ask us to restrict the use of your personal information in certain circumstances (the right of restriction)
- ask for a copy of the personal information you provided to us, so you can use it for your own purposes (the right to data portability)
- complain if you feel your personal information has been mishandled. We encourage you to come to us in the first

instance but **you** are entitled to complain directly to the Information Commissioner's Office (ICO) at www.ico.org.uk

 ask us, at any time, to stop using your personal information, if using it based only on your consent (the right to withdraw your consent).

### If you wish to exercise any of these rights you can do so by contacting our Customer Satisfaction Manager:

Address:	Allianz Insurance plc, 2530 The
	Quadrant, Aztec West, Almondsbury,
	Bristol BS32 4AW
Email:	allianzretailcomplaints@allianz.co.uk
Phone:	0330 102 1781

For pet and equine products only:

Address: Allianz Insurance plc, Great West House (GW2), Great West Road, Brentford, Middlesex TW8 9EY Email: ahd.csm@allianz.co.uk Phone: 0345 026 1985

For Allianz Musical Insurance only:

Address:	Allianz Musical Insurance, Great
	West House (GW2), Great West Road,
	Brentford, Middlesex TW8 9DX
Email:	csm@allianz.co.uk
Phone:	0344 391 4037

For Allianz Legal Protection products only:

Address:	Allianz Legal Protection, 2530 The
	Quadrant, Aztec West, Almondsbury,
	Bristol BS32 4AW
Email:	alpcomplaints@allianz.co.uk
Phone:	0345 0700 886

### 11. Data Protection Officer Contact details

If **you** have any queries about how **we** use **your** personal information, please contact **our** Data Protection Officer:

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

 Email:
 dataprotectionofficer@allianz.co.uk

 Phone:
 03301021837

### **Changes to our Fair Processing Notice**

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

### How to contact us

By telephone:	0344 391 4037 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:	<b>0344 391 4051</b> Monday to Friday 9am to 5.30pm
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

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