

Public Liability & Personal Accident

Policy Wording

Effective from 1st May 2024

Welcome to Allianz Musical Insurance

Thank you for choosing
Allianz Musical Insurance.

We're the UK's No.1 musical instrument insurer and are proud to have been providing insurance for musicians since 1960. We protect what You love.

Section A – Public Liability cover

This product meets the demands and needs of an individual or group who wants cover for claims from third parties for injury, damage caused to them or their property.

Section B – Personal Accident Cover

This product meets the demands and needs of an individual or group who want cover for financial benefits should they suffer accidental personal injury.

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

Introduction 2

Terms and Conditions

Important Information 3
Policy Definitions 4
Policy Conditions 5

Section A – Public Liability

What Is Covered 8
Conditions 9

Section B – Personal Accident

What is Covered 13
Conditions 15
Scale of Compensation Table 17

Policy Exclusions 18
How To Make a Claim 20
Legal Cover 20
Complaints 21
Privacy Notice Summary 22



How to Contact Us

Phone: 0330 100 9903

Email: musicalinsurance@allianz.co.uk

Monday to Friday 9am to 5.30pm

How to Make a Claim

Phone: 0344 391 4051

Email: musical.claims@allianz.co.uk

Monday to Friday 9am to 5pm

Important Information

How Your Cover Works

This policy wording contains two independent sections of cover; Section A - Public Liability and Section B - Personal Accident. These sections can be individually selected or combined. The policy definitions, conditions and exclusions apply to both sections of cover.

Your insurance policy has two parts, these are **Your Policy schedule** and this policy wording. These should be read together as they form **Your** contract of insurance and contain the terms and conditions of **Your** coverage.

We will settle any claims in line with the terms and conditions outlined in these documents for events that happen during the **Period of cover**. **You** will need to read **Your Policy schedule** and this policy wording together to fully understand **Your** coverage. If **You** do not comply with the terms and conditions stated it may result in **Your** claim being refused.

Pay By Direct Debit?

If **You** pay for **Your** insurance by direct debit please contact **Us** before **You** cancel the instruction to prevent any problems.

Do We Have The Correct Details?

Please tell as soon as possible if there are any changes to **Your** circumstances which could affect **Your** insurance including

- Any incorrect details on **Your Policy schedule**
- **Your** address or other contact details have changed
- **You** are likely to reside outside of the **United Kingdom** for more than 6 consecutive months in any one year
- If the number of band/group members changes
- If the number of annual performances/number of days a year **You** are active increases by more than 10%

We will then let **You** know if **We** need to make any changes to the terms or cost of **Your** insurance policy. If **You** do not let **Us** know about changes to **Your** information it may affect the cover **We** provide or result in a claim not being paid.

Policy Definitions

If **We** explain what a word means in bold and with a capital letter first below, that word has the same meaning wherever it appears in these terms and conditions.

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.
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).
Computer system	Any computer, hardware, software, information technology and communications system or electronic device, including any similar system or any configuration of the aforementioned and including any associated input, output or data storage device, networking equipment or back up facility.
Cyber Attack	An act affecting any Computer system or software, including but not limited to, computer virus, malware, ransomware, hacking, denial of service or unauthorised access, corruption or deletion of data.
Europe	The United Kingdom , EU member states, Switzerland, Norway, Sweden and Liechtenstein.
Pathogen / Pathogens	Means any pathogen, including but not limited to a virus, bacterium, parasite, fungus, other organism, microorganism, any variation or mutation thereof, whether deemed living or not, or any other substance or agent capable of causing a Contagious or Infectious Disease .
Period of cover	The period of time shown on Your Policy schedule . If the policy is not cancelled mid-term, or not renewed cover will end at 11.59pm on the last day shown on Your Policy schedule .
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 .
Policy schedule	The document showing details of Your coverage and any additional terms or conditions
Pollution	All pollution of buildings, other structures, water, land or the atmosphere including all injury, loss or damage directly or indirectly caused by such pollution or contamination. All pollution or contamination which arises out of or in connection with one incident shall be deemed to have occurred at the time such incident takes place.
United Kingdom	Great Britain, Northern Ireland, the Isle of Man and the Channel Islands
War	Invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
We, Our, Us, Insurer	Allianz Insurance plc.

Policy 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. Reasonable Care & Precautions

You must take all reasonable care to prevent accidents and damage. At all times whilst using any equipment **You** must follow the manufacturer's instructions and safety advice.

2. Misrepresentation, Fraud and Financial crime

You must make a fair presentation of the risk at inception, renewal and when **You** make changes to the policy and update **Us** if the details **You** have provided **Us** change.

If **You**:

- provide **Us** with misleading or incorrect information to any of the questions **We** ask **You** when applying for, amending or renewing this insurance;
- deliberately mislead **Us** to obtain cover, gain a cheaper premium or more favourable terms;
- provide **Us** with false documents;
- make any false, fraudulent or exaggerated claims
- support a claim by false or fraudulent documents, devices or statements (whether or not the claim is itself genuine);
- make a claim for loss, damage or injury which **You** deliberately caused; or
- make a fraudulent payment by bank account and/ or card.

We may:

- amend **Your** policy to record the correct information, apply any relevant policy terms and conditions and collect any additional premium due;
- refuse to pay the whole of any claim, reduce the amount of payment **We** make and may recover from **You** any amount already paid in respect of any claim(s);
- cancel or void **Your** policy (treat it as if it never existed), including all other policies which **You** have with **Us**. **We** will give **You** 7 days' notice over the phone, by email or in writing to the last email or postal address **We** hold.

Where fraud is identified, **We** will also:

- not return any premium paid by **You**;
- recover from **You** any costs we have incurred;
- pass details to fraud prevention and law enforcement agencies who may access and use this information.

If **We** receive a claim under **Your** policy **We** may ask **You** to give consent for **Us** to obtain and exchange information and material with the police.

This is to help **Us** verify claims and to guard against fraud. If consent is provided, **You** will be given the opportunity to receive a copy of the information and material the police release to **Us**.

Should **You** decline to give such consent **We** may decline to settle **Your** claim.

3. Assignment

You or any **Insured Person** must not assign any of the benefits of this policy to any other party. **We** will not be bound to accept or be affected by any assignment relating to this policy.

A person or company who is not a party to this policy has no right under the Contracts (Rights of Third Parties) Act 1999 or any subsequent legislation to enforce any term of this policy but this does not affect any right or remedy of a third party which exists or is available apart from such Act.

4. Claims, Our rights

If **We** pay a claim under this policy but **We** consider there is a right to recover the claim cost from another party then **We** are entitled to bring legal proceedings against that party on **Your** behalf. Any proceedings will be at **Our** expense. **You** must assist **Us** if **We** ask **You** to.

5. Other insurances

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

6. Transfer of interest

We will not be bound by any passing of **Your** interest in this insurance, unless by death or operation of law and then only until **We** agree to accept such transfer of interest by issuing a revised **Policy schedule**.

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. Cancellations

Cancellation by **You** within the first 14 days

If **You** cancel **Your** policy within 14 days of the start of **Your** policy or the date **You** receive **Your** policy documents, whichever is later, **We** will refund **Your** premium in full if **You** have not made a claim.

Cancellation by **You** after the first 14 days

If **You** cancel **Your** policy after 14 days from the start of **Your** policy or the date **You** receive **Your** policy documents, whichever is later, **We** will refund any premium **You** have already paid for the remainder of the current policy year if **You** have not made a claim during the current policy year. If **You** have made a claim **You** will not receive a refund.

Cancellation of short term policies taken out for 1 month or less

If **Your** policy is for less than 1 month **You** will not receive a refund.

Our rights to cancel **Your** policy

If **You** make a change to **Your** policy that means **We** can't insure **You** any longer, **We** will give **You** 7 days' notice over the phone, by email or in writing to the last email or postal address **We** hold. Please see 'Do We Have The Correct Details?' within **Our** Important Information section.

We may also cancel or void **Your** policy (treat it as if it never existed) if **We** identify any deliberate misrepresentation or **Your** involvement in any fraud or financial crimes.

Please also see Policy Condition 2 - Misrepresentation, Fraud and Financial Crime.

9. Renewal of **Your** policy

We reserve the right to not invite the renewal of **Your** policy. This could be because **You** no longer meet **Our** eligibility rules, a change to **Our** eligibility criteria means **We** can no longer insure **You**, the product is withdrawn or changes in the product coverage mean that it would no longer meet **Your** needs. If **We** do offer **You** renewal terms **We** have the right to change the premium, excess and policy terms and conditions.

Section A – Public Liability

Definitions

If **We** explain what a word means with in bold and with a capital letter first below, that word has the same meaning wherever it appears within Section A Public Liability.

Accident(s) Accidental	A sudden and unexpected event which happens by chance during the Period of cover .
Damage	Loss of, destruction of, or damage to material property
Injury	Bodily injury, death, disease, illness, mental injury or nervous shock
Indemnity/ Indemnified	To restore You to the same financial position after a valid claim that You were in immediately prior to the valid claim.
Merchandise	<p>CDs, vinyls, recording media, artwork, small accessories and items of clothing sold by You in association with Your music.</p> <p>Excluded items include but are not limited to the following: toys, weapons, knives, tobacco or tobacco products, medications, vitamins/ supplements, E-cigarette vape pens, apparatus or liquids, alcohol, food and drink or other consumable items, fireworks, cigarette lighters, fuel or any other flammable materials.</p>
Musical activities	<ul style="list-style-type: none"> • Performing, rehearsing and auditioning including loading, unloading, setting up and clearing away the musical equipment and instruments and selling Your Merchandise • Teaching either at Your home/ premises, the pupil's home or a public place excluding the arrangement or undertaking of overnight stays of any kind • Music production including engineering, editing, composing, mastering and recording. • Setting up, operating and dismantling sound or lighting equipment at ground level • Disc or visual jockeying • The repair and servicing of Your own musical instruments excluding where the main purpose is associated with the production and/or sale of musical instruments or equipment to the public
Geographic limits	United Kingdom and Europe .
You, Your, Insured	The person, band, organisation or orchestra named on the Policy schedule including any person acting on their behalf

What Is Covered?

Please also read the policy conditions found on page 5 and 6 and policy exclusions found on Page 18 and 19.

Please note this section of cover does not provide event insurance. It will not cover **You** for any liability relating to the organisation, facilitation, hosting, cancellation or failure of any event that has been organised by **You**.

What is Covered	What is Not Covered
<p>Public Liability</p> <p>We will cover You against the legal liability to pay compensation and claimants costs and expenses following any Accidental:</p> <ol style="list-style-type: none"> 1 Injury to any person 2 Damage to material property <p>which occurs within the Geographic limits during the Period of cover as a result of Your Musical activities or Merchandise You sell.</p> <p>Costs and Expenses</p> <p>We will also pay costs and expenses in connection with the defence of any claim and for representation of You:</p> <ol style="list-style-type: none"> a at any coroner's inquest or fatal accident inquiry in respect of death b at proceedings in any court of summary jurisdiction or on indictment in any higher court in respect of any alleged breach of statutory duty resulting in Injury or Damage which may be covered under this section. <p>Limit of Indemnity</p> <p>The maximum amount We will pay for all compensation, costs and expenses for any Injury or Damage during any one Period of cover will be the amount shown on Your Policy schedule.</p>	<p>In addition to the Policy Exclusions the following are also not covered:</p> <p>The first £50 of each and every claim arising from any Damage to third party property.</p> <p>Any liability, compensation, costs and expenses relating to:</p> <ol style="list-style-type: none"> a the organisation, facilitation, hosting, cancellation or failure of any event that has been organised by You. b Injury or any Damage to material property not caused by Your Musical activities or the sale of Merchandise by You. c the ownership, possession, use or occupation of land or buildings. d any contract or agreement unless You would have been liable in the absence of the contract or agreement e any fines, penalties, liquidated damages or any punitive, exemplary, aggravated damages and any damages resulting from the multiplication of compensatory damages awarded against You f any 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. g any compensation, costs and expenses for Injury to an employee or a member of Your family or household. h any Injury or Damage caused by pollution i any Injury or Damage occurring in North America as a result of Your Merchandise sales

Section A – Public Liability Conditions

The following conditions apply to Section A – Public Liability

1. Noise Limitations

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.

2. Joint Insured Cross Liabilities

If more than one party is named as the **Insured** this section of cover will apply as though each party named were insured separately provided that the **Insurer's** liability to all parties **Indemnified** will not exceed the total the limit of indemnity shown on **Your Policy schedule**.

3. Claims Conditions

No claim will be paid unless **You** comply with these conditions:

- a **You** must not admit responsibility, agree to pay any claim or negotiate with any other person following an **Accident**
- b **You** must inform **Us** within 90 days of any **Damage, Injury** or incident, impending prosecution, inquest, fatal inquiry, or civil proceedings which may result in a claim under this policy.
- c **You** must inform **Us** immediately if **You** receive any writ, summons or legal documents. **You** must never reply to any of these.
- d **You** must provide **Us** with all information and evidence which **We** may reasonably require at no cost to **Us**.

Section B – Personal Accident

Definitions

If **We** explain what a word means with bold and with a capital letter first below, that word has the same meaning wherever it appears within Section B Personal Accident.

Accidental bodily injury / injuries	Bodily injury and Associated illness directly and solely caused by: <ul style="list-style-type: none"> a a sudden unexpected identifiable physical injury or b unavoidable exposure to the elements which <ul style="list-style-type: none"> i does not result from a series of events which occur or develop over time that cannot be wholly attributable to a single accident or ii is not intentionally self-inflicted or iii does not result from Sickness, disease or psychological condition other than in respect of Permanent total disablement
Associated illness	Sickness , disease or Post Traumatic Stress Disorder (PTSD) that results directly from an Insured person sustaining an Accidental bodily injury . Excluding any sickness , disease or PTSD that has previously arisen or would have arisen even if the Accidental bodily injury had not occurred
Benefit / Benefits	The sum or sums of money that We have agreed to pay You as shown in the Scale of compensation and/or Your Policy schedule or calculated based on Your Weekly wage
Contamination	Contamination or poisoning of people by nuclear and/or chemical and/or biological substances that cause illness and/ or disablement and/or Death
Death	Death caused by Accidental bodily injury .
Dental injury	Damage to or loss of teeth, gums, alveoli or dental prostheses including implants bridges or crowns (whilst in situ within Your mouth) which is caused solely by a force external to the mouth.
Dental expenses	Reasonable expenses agreed by Us based on the advice of a Qualified medical practitioner following an Accidental bodily injury which results in a Dental injury during the Period of cover
Excess period	An uninsured two week period which must pass before payment for Temporary Total Disablement can begin.
Hospitalisation/ Hospitalised	Any continuous period of 24 hours or more during which time You have been confined to Hospital by a Qualified medical practitioner
Loss	An Accidental bodily injury or series of Accidental bodily injuries arising out of or consequent upon or contributed to directly or indirectly by one originating event.
Loss of hearing	Total and permanent hearing loss greater than 90 decibels across frequencies between 500 Hz and 3,000 Hz as tested by a Qualified medical practitioner .
Loss of limb	In respect of <ul style="list-style-type: none"> a an arm – physical severance or permanent loss of use of all four fingers at or above the metacarpal phalangeal joints (where the fingers join the palm of the hand) or b a leg – physical severance or permanent loss of use at or above the level of the ankle (talo-tibial joint).

Loss of sight	Total and permanent loss of sight which will be considered as having occurred: a in both eyes if Your name has been added to the Register of Blind Persons maintained by the United Kingdom government on the authority of a Qualified medical practitioner or; b in one eye, if the degree of sight remaining after correction is 3/60 or less on the Snellen Scale.
Loss of speech	Total and permanent loss of the ability to speak or communicate verbally
Maximum benefit	The maximum amount of Benefit payable, as shown in the Scale of compensation table
Maximum benefit period	A maximum period of 52 weeks (not necessarily consecutive) for which Temporary total disablement is payable after the Excess period has expired. Payments will end when 52 weeks of Benefit in total has been paid for any one Accidental bodily injury .
Non weekly benefit	A Benefit that is payable as a lump sum. These are: - Death - Permanent Total Disablement - Permanent Partial Disablement
Permanent partial disablement	All accident types listed within 4. Permanent partial disablement of the Scale of compensation table . This includes accident types such as Loss of sight , Loss of hearing , Loss of speech or Loss of limb .
Permanent total disablement	All accident types listed within 3. Permanent total disablement of the Scale of compensation table , or: Any permanent disablement which: <ul style="list-style-type: none"> • Is not a type of Permanent partial disablement • has lasted without interruption for at least twelve months • has no reasonable prospect of improving • will permanently, completely and continuously prevent You from engaging in Your Usual musical activities based on the opinion of a Qualified medical practitioner
Qualified medical practitioner	A doctor or specialist who is registered or licensed to practice medicine, ophthalmology or dentistry under the laws of the country in which they practice and who is not: <ul style="list-style-type: none"> • Your employee • You • Your Spouse • a member of Your immediate family
Scale of compensation table	The table contained within this Policy wording that states the Maximum benefit available for each accident type
Sickness	An identifiable illness, disease, medical complaint or medical condition which is not an Accidental bodily injury
Spouse	Your spouse, partner or civil partner with whom You have been cohabiting for at least 3 months as though they were Your spouse, partner or civil partner
Temporary total disablement	Any temporary disablement which completely prevents You from performing each and every function of Your Usual musical activities . This type of injury is paid as a Weekly benefit and there is an uninsured two week Excess period which must pass before payment for Temporary Total Disablement can begin.

Section B – Personal Accident Definitions continued

Usual musical activities	<p>The musical activity that gives the Insured person an income, including;</p> <ul style="list-style-type: none"> • Performing; • Teaching either at Your home/ premises, the pupil's home or a public place; • Music production including engineering, editing, composing, mastering and recording; • Setting up, operating and dismantling sound or lighting equipment at ground level; • Disc or visual jockeying.
Weekly benefit(s)	<p>A Benefit that is payable as a weekly amount. This benefit is:</p> <ul style="list-style-type: none"> - Temporary total disablement <p>The amount shown in the Policy schedule and/or the Scale of compensation table is the maximum amount that We could pay to an Insured person for each complete working week, during any period of Temporary total disablement. The actual amount We pay to an Insured person will be based on their Weekly wage.</p>
Weekly wage	<p>This is calculated by taking an average weekly wage generated by the Insured person's Usual musical activities across the 12 weeks prior to the Accidental bodily injury occurring.</p>
Insured person, You, Your	<p>Any person described on the Policy schedule who is under the age of eighty (80) at the start of the Period of cover and is resident in the United Kingdom.</p>

What Is Covered?

Please also read the Policy Conditions found on page 5 and 6 and the Policy Exclusions found on Page 18 and 19.

What is Covered	What is Not Covered
<p>We will pay the Insured person up to the Benefit shown in the Scale of compensation table if they suffer an Accidental bodily injury during the Period of cover which within twelve (12) months of the Accidental bodily injury occurring solely, directly and independently of any other cause results in:</p> <ol style="list-style-type: none"> 1 Death 2 Temporary total disablement 3 Permanent total disablement 4 Permanent partial disablement <p>Maximum Total Benefit</p> <p>If Benefit Level 1 has been selected the maximum total amount We will pay each Insured Person for all Accidental bodily injuries incurred within any one Period of cover is £10,000 (excluding Cover Extensions)</p> <p>If Benefit Level 2 has been selected the maximum total amount We will pay each Insured person for all Accidental bodily injuries incurred within any one Period of cover is £30,000 (excluding Cover Extensions)</p>	<p>In addition to the Policy Exclusions the following are also not covered:</p> <ul style="list-style-type: none"> • Any claim where the Insured person is over the age of 80 at the time of the Accidental bodily injury occurring • Any payments for Temporary total disablement within the Excess period or after the Maximum benefit period • More than 100% of an Insured person's Weekly wage for any Accidental bodily injury resulting in Temporary total disablement • More than the £100,000 limit stated within the Accumulation Limit Condition • More than one Non weekly benefit for any one Insured person in relation to one Loss.

Cover Extensions

These cover extensions are available where an **Insured person** has made a valid claim for any of the **Benefits** on the **Scale of compensation table**. These extensions will be paid in addition to **Benefit** amounts and do not contribute to the overall Maximum Total Benefit limit stated above.

1. Travel To Hospital Expenses For family - £500

If within the **Period of cover** an **Insured person** sustains an **Accidental bodily injury** resulting **Hospitalisation**, **We** will pay the reasonable taxi expenses or other additional travel costs to transport a **Spouse**, child, or parent from their residence to the hospital where the **Insured person** is an in-patient. The maximum amount payable for any one **Insured person** is £500. Proof of actual costs are required in the event of a claim.

2. Return To Residence From Hospital Expenses - £500

If within the **Period of cover** an **Insured person** sustains an **Accidental bodily injury** which results in them being physically unable to return to their residence for a period in excess of forty eight (48) hours, **We** will pay up to £500 for any reasonable additional costs to return the **Insured person** and their personal property to their residence.

3. Bereavement Counselling - £1,000

If within the **Period of cover** an **Insured person** sustains an **Accidental bodily injury** resulting in **Death**, **We** will pay for the **Spouse** and/or children of the **Insured person** to receive bereavement counselling. The need for counselling must be based on the medical advice of a **Qualified medical practitioner** and the counsellor used must be registered with the British Association for Counselling and Psychotherapy (BACP).

The maximum amount **We** will pay is £1,000 for each **Insured person**.

4. Trauma Counselling - £1,000

If within the **Period of cover** an **Insured person** is diagnosed by a **Qualified Medical Practitioner** as suffering from post-traumatic stress disorder (PTSD), **We** will pay for fees charged by a trauma counsellor registered with the British Association for Counselling and Psychotherapy (BACP) or equivalent body.

The PTSD must be caused by one of the following incidents occurring during the **Period of cover**:

- the **Insured person** sustaining an **Accidental bodily injury** which results in their **Permanent Total Disablement**, or;
- the **Insured person** is victim of an unprovoked malicious assault by another person that has been reported to the police, or;
- the **Insured person** is a direct witness of an **Act of terrorism** and are interviewed by the police as a witness, or;
- the **Insured person** directly witnesses the **Death** or **Permanent total disablement** of their parent, **Spouse** or child.

The maximum amount **We** will pay is £1,000 for each **Insured person**.

5. Independent Financial Advice - £500

If within the **Period of cover** an **Insured person** sustains an **Accidental bodily injury** resulting in payment of a **Non weekly benefit** or **Temporary total disablement** lasting more than 6 months **We** will pay up to £500 for fees charged by an independent financial adviser authorised and regulated by the Financial Conduct Authority (FCA) for professional financial advice.

6. Musical Instrument and Equipment Modification Expenses - £1,000

If within the **Period of cover** an **Insured person** suffers an **Accidental bodily injury** resulting in **Permanent partial disablement** or **Permanent total disablement**, **We** will pay up to £1,000 for any one **Insured person** to alter their musical instruments or equipment to cater for their medical needs. **Our** consent must be given before making any alterations.

7. Optical Expenses - £500

If within the **Period of cover** an **Insured person** suffers an **Accidental bodily injury** resulting in the need for immediate and urgent eye treatment to prevent long term damage, **We** will pay up to £500 towards the costs of treatment for each **Insured person**.

8. Physiotherapy expenses - £1,000

If within the **Period of cover** an **Insured person** sustains an **Accidental bodily injury** that is likely to result in **Permanent partial disablement**, **Permanent total disablement** or **Temporary total disablement**, **We** will pay for physiotherapy costs to help the them return to their **Usual musical activities** or adjustment to the permanent disability provided that:

- **We** give **Our** prior written approval of any physiotherapy costs
- the physiotherapy plan is under **Our** supervision

The maximum amounts **We** will pay in respect of any one claim is up to £1,000. This extension will end when the **Insured person** is no longer entitled to **Temporary total disablement** benefit.

Section B – Personal Accident Conditions

The following conditions apply to Section B - Personal Accident

1. Non Weekly Benefit Condition

Death, Permanent total disablement and Permanent partial disablement are **Non weekly benefits**. Any claim made is subject to the below:

Maximum Benefit Amount

The **Scale of compensation** table and/or **Policy schedule** will show the maximum amount of **Non weekly benefit** that could be paid to an **Insured person**.

How Will The Claim Be Calculated

- The amount an **Insured person** will be paid is shown next to the accident type on the **Scale of compensation** table and/or **Policy schedule**
- The amount received will be reduced by any previous **Benefit** payments the **Insured person** has received for the same **Accidental bodily injury** within the last 12 months.

When Do Payments Start

There is no **Excess period** for **Non weekly benefits**. The payment will be made in one lump sum.

Can Other Benefits Be Claimed

- **We** will only pay one **Non weekly benefit** for each **Insured person** as a result of any one **Accidental bodily injury**.
- If an **Insured person** is eligible for multiple **Benefits** shown on the **Scale of compensation** table from the same **Accidental bodily injury** only the largest single **Benefit** will be payable.

2. Rehabilitation Condition

If **We** have offered a rehabilitation service and the **Insured person** does not comply with the medical treatment or advice provided **We** may reduce the amount paid or payable on any claim where the **Insured person** could have returned to their **Usual musical activities** sooner if they had complied with the service provided.

3. Accumulation Limit

We will not pay more than £100,000 for all accepted claims in total in respect of all **Insured Persons** involved in the same **Loss**. Where the total of all individual claims exceeds this limit each individual claim will be reduced proportionately until the total of all individual claims does not exceed the limit.

4. Weekly Benefit Condition

Temporary total disablement is a **Weekly benefit**. Any claim made is subject to the below:

Maximum Benefit Amount

The **Scale of compensation** table and/or **Policy schedule** will show the maximum amount of **Weekly benefit** that could be paid to an **Insured person** for each complete working week of **Temporary total disablement**.

How Will The Claim Be Calculated

- The actual amount an **Insured person** will be paid is based on their **Weekly wage**.
- The amount paid will not exceed 100% of the **Insured person's Weekly wage**.
- Payment for any incomplete working week will be calculated as a proportion of the **Insured person's Weekly wage**.

When Do Payments Start

- **Weekly benefit** payments will start after the **Excess period**. This is an uninsured two week period which must pass before payment for **Temporary Total Disablement** can begin.
- If the **Insured person** returns to work but has to stop work again due to the same injury a new **Excess period** will not begin.

When Do Payments Stop

- A **Maximum benefit period** of 52 weeks (not necessarily consecutive) can be claimed for **Temporary total disablement** after the **Excess period** has expired. Payments will end when 52 weeks of Benefit in total has been paid for any one **Accidental bodily injury**
- Payment of a **Weekly benefit** will end if **We** pay any of the **Non weekly benefits** and **We** will not be liable to pay any further **Benefits** in respect of the same **Insured person** for the same **Loss**.

Can Other Benefits Be Claimed

Payment by **Us** to an **Insured person** of any **Weekly benefit** does not prevent a claim for any other **Benefit**.

Alternative Benefits Condition

For **You** to claim for a **Weekly benefit** under this policy **You** must have no other weekly or monthly benefits insurance in force unless it has been declared to and accepted by **Us** during the **Period of cover**.

5. Claims Conditions

No claim will be paid unless the following conditions are complied with:

- 1 Any **Insured person** looking to make a claim must at **Our** request provide any proof of income requested and any medical examination report in respect of any **Accidental bodily injury** where **We** are required to consider a claim under this policy. **We** will pay the cost of the medical examination fee;
- 2 Any **Insured person** looking to make a claim must ensure that as soon as possible after the occurrence of any **Accidental bodily injury** they obtain and follow the advice of a **Qualified medical practitioner**. **We** will not be liable for any **Accidental bodily injury** or medical condition which is worsened or prolonged or any other consequences which arise as a result of the failure to obtain and follow such advice and to use such treatment remedies or appliances as may be prescribed;
- 3 In the event of the **Death** of an **Insured person** **We** will be entitled to have a post-mortem examination carried out at **Our** expense

6. Disappearance

Death of any **Insured person** will not be presumed due to their disappearance. Disappearance will be deemed to be **Death** by accident for the purposes of this policy if:

- a reasonable period of time has passed;
- **We** have examined all evidence available;
- **We** have no reason to suppose anything other than that the **Insured person** has sustained an **Accidental bodily injury** during the **Period of cover** resulting in their **Death**

In the event of the re-appearance of an **Insured person** after payment of the **Death Benefit** or new evidence suggests the main cause is an excluded incident or injury the beneficiary will repay that benefit to **Us**.

Scale of Compensation Table

The benefit level selected will be shown on **Your Policy schedule**.

Accident Type	Benefit Level 1	Benefit Level 2				
1. Death	£10,000	£30,000				
2. Temporary total disablement Payments begin after an uninsured 2 week Excess period The amount an Insured person will be paid is based on their Weekly wage	Up to £190 per week	Up to £375 per week				
3. Permanent Total disablement	£10,000	£30,000				
a Loss of intellectual capacity	£10,000	£30,000				
b Removal of lower jaw by surgical operation	£3,000	£4,500				
c Sickness resulting in the Permanent total disablement by paralysis	£2,000	£3,000				
Permanent total disablement due to the permanent total loss of use of:						
d the back or spine below the neck with no damage to the spinal cord	£4,000	£6,000				
e the neck or cervical spine with no damage to the spinal cord	£3,000	£4,500				
f shoulder or elbow	£2,500	£3,750				
g one lung or one kidney, the spleen or the liver	£2,500	£3,750				
h wrist, hip, knee or ankle	£2,000	£3,000				
i taste	£500	£750				
j smell	£500	£750				
4. Permanent partial disablement						
a Loss of sight in both eyes/ Loss of limb (two or more)/ Loss of hearing in both ears	£7,500	£20,000				
b Loss of sight in one eye/ Loss of limb (one)/ Loss of speech	£5,000	£15,000				
c Sickness resulting in the Loss of sight	£2,000	£3,000				
d Loss of hearing in one ear	£1,250	£3,750				
e Permanent facial scar: over 5cm long	£1,000	£1,500				
f Permanent facial scar: 1cm to 5cm	£500	£750				
g Dental expenses	£250	£1,000				
Permanent partial disablement due to the permanent total loss of use of:						
	Benefit Level 1			Benefit Level 2		
	One phalange	Two phalanges	Three phalanges	One phalange	Two phalanges	Three phalanges
h One Thumb	£3,000	£3,000	-	£4,500	£4,500	-
i One Index Finger	£600	£2,000	£2,000	£900	£3,000	£3,000
j One Other Finger	£300	£600	£1,000	£450	£900	£1,500
k One Great Toe	£1,000	£1,500	-	£1,500	£2,250	-
l One Other Toe	£200	£300	£500	£300	£450	£750

Policy Exclusions

The exclusions below show additionally what is not covered and apply to all of **Your** policy.

1. General Exclusions

Any claim for any section of this policy arising out of or consequent upon or contributed to directly or indirectly by:

- **You** taking part or whilst engaged in civil commotions or riots of any kind.
- **You** taking illegal drugs or taking nonprescribed drugs for recreational purposes or taking drugs prescribed for **Your** drug addiction or alcoholism
- **Your** participation in any sport or fitness activities
- Any cycling or any use of an e-scooter, e-bike, segway or other powered personal transporters, either on or off-road
- Any liability related to **You** as a tenant or owner of property.
- **Your** ownership, possession, sale or use of motorised vehicles, yachts or motorised waterborne craft, airborne craft of any description, drones, animals and firearms and weapons.
- Welding, grinding or cutting or working at a height of more than 1.8m above ground level
- Suicide, attempted suicide or intentional self-inflicted injury or deliberate exposure to exceptional danger (except in an attempt to save human life).
- **Your** own criminal act.
- **Your** use, or the use of pyrotechnics, explosives or any special effects involving fire or explosion
- **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).
- Solvent abuse by **You**
- Medical procedures or other body modification including tattoos, tattoo removal, body piercing or beauty treatments

2. Employment Exclusions

Any claim for any section arising out of **Your** employment in:

- The armed forces of any nation or international authority
- Defence, security or law and order activities
- Cleaning services or waste/refuse disposal
- Overseas political organisations

- Professional sports
- Offshore work
- Fair, amusement parks, gambling and betting activities
- Construction or mining activities
- Medical or health work
- Overseas charity work
- Haulage

3. Earthquakes or Volcanos

Loss or damage happening in connection with an earthquake or a volcanic eruption.

4. Data

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

5. Economic Sanctions

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

6. Computer Date Recognition

Any costs or damage caused by the failure of any electrical instrument, technical equipment, computer equipment and mobile phones, software, micro-controller, microchip, accessories or associated equipment, to correctly recognise and process any calendar date or time.

7. Confiscation

Costs or damage by confiscation or detention or nationalisation or requisition by customs or other officials or legal authorities.

8. Radioactive Contamination

Loss, damage or bodily injury arising from:

- Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
- The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or any nuclear components of such assembly.

- Any chemical, biological, biochemical or electromagnetic weapon.

9. Sonic Bangs

Loss or damage caused by pressure waves from aircraft or other aerial devices.

10. War

Loss, damage or bodily injury 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.

11. Cyber Attacks and E-risks

Loss, theft or attempted theft, destruction, injury, damage, cost, expense, or any consequential loss, directly or indirectly caused by, arising out of, attributable to, or contributed to by any **Cyber attack** or any software, hardware or any form of media provided, supplied, sold or used by **You** or on **Your** behalf. **We** will also not pay any claim as a result of any internal or external network failure, programming error, operator error whether performed by **You** or any other person or organisation.

12. 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** 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.

13. Terrorism

Loss, damage, cost or expense of whatever nature directly or indirectly caused by, resulting from, or in connection with, any **Act of terrorism** regardless of any other cause or event contributing at the same time or in any other sequence to the loss.

How to Make a Claim

- Please ensure **You** read the Claims Conditions noted under the relevant section of this policy wording
- If an incident happens that could lead to a claim **You** must notify our claims team or **Your** insurance broker, if **You** have one, within 90 days of the incident.
- Within 30 days of notifying **Us**, **You** must supply full details of the claim and any supporting information or evidence **We** request.



How to Contact Our Claims Team

Phone: 0344 391 4051

Email: musical.claims@allianz.co.uk

Monday to Friday 9am to 5pm

Legal Cover

Legal Helpline : 0370 241 4140

Your policy includes access to a legal helpline to give advice, 24 hours a day, 365 days a year, on any personal legal matter or a legal matter relating to **Your** musical profession. There is no additional charge for the advice provided by this service.

When **You** call the legal helpline quote the master policy number from **Your Policy schedule** and confirm that **You** are covered by the Allianz Musical Insurance policy. The advice **You** receive from the legal helpline will always be according to the laws of Great Britain and Northern Ireland and is available to **You** during the **Period of cover**.

This service is provided by Allianz Legal Protection, part of Allianz Insurance plc. **We** may record the calls for **Your** and **Our** mutual protection and **Our** training purposes.

How to Make a Complaint

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, or **You** have a complaint related to a claim, please contact **Us** using the details given below.

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).

The FOS offer a free, independent service to resolve complaints.

If **You** have a complaint, please contact **Our** Customer Satisfaction Manager at:

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

Phone: 0344 391 4037

Email: esm@allianz.co.uk

Financial Ombudsman

You have the right to refer **Your** complaint to the Financial Ombudsman, free of charge – but **You** must do so within six months of the date of the final response letter. If **You** do not refer **Your** complaint in time, the Ombudsman will not have **Our** permission to consider **Your** complaint and so will only be able to do so in very limited circumstances such as a delay caused by exceptional circumstances.

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

Website: www.financial-ombudsman.org.uk

Phone: 0800 0234567 or 0300 1239123

Email: complaint.info@financialombudsman.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, by emailing enquiries@fscs.org.uk or by phoning the FSCS on **0800 678 1100** or **0207 741 4100**.

Privacy Notice Summary

Please find below a summary of **Our** Privacy Notice. The full notice can be found on the Allianz UK website: allianz.co.uk/privacy-notice.html

If **You** would like a printed copy of **Our** Privacy Notice, please contact the Data Rights team using the details below. Allianz Insurance plc is the data controller of any personal information given to **Us** about **You** or other people named on the policy, quote or claim. It is **Your** responsibility to let any named person know about who **We** are and how this information will be processed.

When we refer to “we”, “us” and “our” in this notice it means Allianz Insurance plc, Allianz Engineering Inspection Services Limited, Pet Plan Limited and Vet Envoy Limited who are all part of the Allianz UK Group which includes insurance companies, insurance brokers and other companies owned by the Allianz UK Group. Please see the following link for a detailed list of these companies: <https://www.allianz.co.uk/about-allianz/our-organisation.html#azuk>

Anyone whose personal information **We** hold has the right to object to **Us** using it. They can do this at any time by telling **Us** and **We** will consider the request and either stop using their personal information or explain why **We** are not able to. If **You** wish to exercise any of **Your** data protection rights **You** can do so by contacting **Our** Data Rights team:

Telephone: 0208 231 3992
Email: datarights@allianz.co.uk
Address: Allianz Insurance plc,
57 Ladymead,
Guildford,
Surrey, GU1 1DB

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

Telephone: 0330 102 1837
Email: dataprotectionofficer@allianz.co.uk
Address: Data Protection Officer,
Allianz,
57 Ladymead,
Guildford,
Surrey, GU1 1DB

