



MAKING MUSIC  
INSURANCE SCHEME  
POLICY SUMMARY

# MAKING MUSIC INSURANCE SCHEME

## POLICY SUMMARY

This is a policy summary only and does not contain the full terms and conditions of the policy. Full terms and conditions can be found in the policy document, a copy of which is available upon request.

### Name of the Insurer

The insurer of the policy is Royal & Sun Alliance Insurance plc.

### Types of insurance and cover

The policy provides a range of covers designed to cover the needs of Music Societies including:

#### Liability Insurance

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#### Policy Duration

This policy is an annually renewable All Risks cover for Music Societies insurance, underwritten by Royal & Sun Alliance Insurance plc. The information below provides a summary of the cover provided. For full terms and conditions of the cover, please refer to the policy document a copy of which is available on request.

## SECTION 1 – PUBLIC/PRODUCTS LIABILITY

FEATURES AND BENEFITS	SIGNIFICANT EXCLUSIONS OR LIMITATIONS
<b>Public and Products Liability</b>	
<p>Public Liability: Accidental injury to members of the public or accidental damage to their property.</p> <p>Products Liability: Accidental injury or damage to members of the public and property resulting from products supplied.</p> <p>Wrongful arrest or false imprisonment of a member of the public.</p> <p>Legal Defence costs in defending proceedings arising from a breach of the Health &amp; Safety at Work Act 1974, the Health &amp; Safety at Work (Northern Ireland) Order 1978 or Part II of the Consumer Protection Act 1987 or Part II of the Food Safety Act 1990 or the Corporate Manslaughter and Corporate Homicide Act 2007 where there has been no actual injury or damage is covered under a separate section of the Policy. (Limit of Indemnity £250,000 any one period of insurance).</p> <p>Claimant's costs and expenses are in addition to the Limit of indemnity.</p> <p>Significant extensions include</p> <ul style="list-style-type: none"> <li>– Advertising Injury</li> <li>– Clean Up Costs</li> <li>– Contingent Motor</li> <li>– Damage or Distress Proceedings under Data Protection laws or General Data Protection Regulation</li> <li>– Defective Premises Act</li> <li>– Legionellosis</li> <li>– Member to member liability</li> </ul>	<ul style="list-style-type: none"> <li>• The minimum Limit of Indemnity provided for Public Liability is £5,000,000 for any one event.</li> <li>• The Limit of Indemnity provided for Products Liability is £5,000,000 for any one Period of Insurance.</li> <li>• Excludes legal liability: <ul style="list-style-type: none"> <li>– arising from risks that require more specific insurance e.g. Motor, Marine etc.</li> <li>– for injury to employees.</li> <li>– arising from loss of, or damage to, property in your custody or control.</li> <li>– caused by pollution, unless sudden and unintended.</li> <li>– arising from contractual liability for products.</li> <li>– fines and penalties.</li> <li>– nuclear risks.</li> <li>– war risks.</li> <li>– electronic risks.</li> <li>– fear of contracting asbestos related diseases.</li> </ul> </li> <li>• Other specific events may be excluded by endorsement, or cover may need to be individually assessed.</li> </ul>

## SECTION 2 – EMPLOYERS' LIABILITY

FEATURES AND BENEFITS	SIGNIFICANT EXCLUSIONS OR LIMITATIONS
<b>Employer's Liability</b>	
<ul style="list-style-type: none"> <li>• Injury to Persons Employed including volunteers caused during the period of insurance.</li> <li>• Covers Employees temporarily working overseas.</li> <li>• Legal Defence Costs in defending proceedings arising from a breach of the Health &amp; Safety at Work Act 1974; the Health &amp; Safety at Work (Northern Ireland) Order 1978 where there has been no actual injury is covered under a separate section of your Policy. (Limit of Indemnity £250,000 any one period of insurance).</li> </ul>	<ul style="list-style-type: none"> <li>• Limit of Indemnity: £10,000,000 for any one event (restricted to £5,000,000 in respect of terrorism). Claimant's costs are included within the Limit of Indemnity.</li> <li>• Indemnity does not apply for: <ul style="list-style-type: none"> <li>– nuclear risks, where liability is that of any principal or accepted under contract.</li> <li>– Injury for which you are required to arrange motor insurance in accordance with road traffic legislation within the European Union.</li> <li>– offshore risks.</li> </ul> </li> </ul>

## SECTION 3 – LEGAL DEFENCE COSTS

<b>COVER AND BENEFITS OF LIABILITY</b>	
<p><b>DATA PROTECTION ACT</b> This provides cover relating to damages or claimants costs in respect of your liability under Section 13 of the Data Protection Act 1998.</p>	<p>Limit – for all data protection claims occurring during the period of insurance, as per the public liability limit of indemnity.</p> <p>Excludes deliberate acts which you know will contravene the legislation.</p>
<p><b>FOOD SAFETY ACT</b> Caters for the legal costs and expenses incurred in defending criminal proceedings for breach of the Food Safety Act 1990.</p>	<p>Limit – the limit of indemnity for products liability will apply.</p> <p>Excludes deliberate acts.</p>
<p><b>CONSUMER PROTECTION ACT</b> Caters for legal costs and expenses incurred in defending a prosecution under Part 2 of the Consumer Protection Act 1987.</p>	<p>Limit – the limit of indemnity for products liability will apply.</p> <p>Excludes deliberate acts.</p>
<p><b>HEALTH AND SAFETY AT WORK</b> Legal costs and expenses incurred in defending a prosecution under the Health and Safety at Work acts.</p>	<p>Excludes deliberate acts.</p>
<p><b>COMPENSATION FOR COURT ATTENDANCE</b> Provides you with compensation if any member or employee attends court in connection with a claim under the liability section.</p>	<p>Limit - up to £250 per day for any member or employee.</p>
<p><b>PREMISES HIRED, LEASED, RENTED OR BORROWED (CONTRACTUAL LIABILITY)</b> Cover for damage to premises temporarily hired including fixtures, fittings and contents.</p>	<p>The Public Liability Limit will apply.</p> <p>Excludes liability arising from a requirement to arrange property insurance.</p>
<p><b>LIBEL AND SLANDER</b> This provides indemnity in respect of liability arising from the publication or utterance of libellous or slanderous material.</p>	<p>Limit - £100,000.</p>

## SECTION 4 – NOT FOR PROFIT PROTECTION

FEATURES AND BENEFITS	SIGNIFICANT EXCLUSIONS OR LIMITATIONS
<p><b>Not For Profit Protection Aggregate Insurance</b> – Our flexible Charities Protection and Not for Profit product offers a choice of covers and limits available to meet all insurance needs. The policy encompasses several lines of protection – to be used in any combination or as a full portfolio – designed to safeguard both the Trustees' and the Charity's financial stability.</p>	
<p>Cover is provided to Trustees, Members and Volunteers against personal liability for claims made against them arising from Wrongful Acts committed in their capacity as Trustees, Members and Volunteers of the Policyholder.</p> <p>Protection is also provided to the Policyholder.</p> <p>Charity/Not For Profit organisation for Loss for which it is permitted or required to indemnify for Wrongful Acts.</p>	<p>Employment Wrongful Act</p> <ul style="list-style-type: none"> <li>The policy does not cover any liability in relation to Employment Wrongful Acts.</li> <li>The policy does not cover clean up costs, fines and penalties in relation to Pollution.</li> <li>The policy does not cover Loss arising out of Professional Services undertaken by the Insured Organisation.</li> </ul> <p><b>Limits:</b></p> <ul style="list-style-type: none"> <li>The Limit of Indemnity provided for Trustee Liability Insurance will be £100,000 in any one period of insurance.</li> </ul>

## MONEY INSURANCE

FEATURES AND BENEFITS	SIGNIFICANT EXCLUSIONS OR LIMITATIONS
<p><b>Money</b> – Provides cover for your business money for loss from and cause in the following circumstances</p>	
<p>Money in transit, on premises during business hours or in a bank night safe.</p>	<p>£2,000</p>
<p>Money kept in a locked safe or strong room in the society's own premises outside business hours.</p>	<p>£2,000</p>
<p>Money in the home of an authorised society member in a locked safe.</p>	<p>£1,000 (The home must be occupied by an adult overnight)</p>
<p>Crossed cheques, crossed money orders and crossed postal orders.</p>	<p>£250,000</p>
<p>Any other Money not in a locked a safe outside business hours.</p>	<p>£300</p>
<p>Money in collection tins or envelopes.</p>	<p>£50</p>
<p>Loss of travellers cheques or cash while in Europe.</p>	<p>£1,250</p>
<p>Losses due to the dishonesty of employees, members or volunteers.</p>	<p>£5,000 in total for any one period of insurance, limited to a maximum of 2,000 per person.</p>
<p><b>Please note:</b> Some specific causes of loss may be excluded – please see your Policy Wording/Schedule.</p>	

## PROPERTY DAMAGE ALL RISKS INSURANCE

FEATURES AND BENEFITS	SIGNIFICANT EXCLUSIONS OR LIMITATIONS
<b>Property</b>	
<p>Cover is provided on an 'all risks' basis anywhere in the United Kingdom or Europe for losses or damage to:</p> <p>Movable property on permanent or long term loan to the Policyholder.</p> <p>Musical scores including temporarily hired or borrowed.</p> <p>Items on short-term hire/loan to the Policyholder.</p> <p>Contents and other movable property owned by the Policyholder.</p>	<p>Limits for your property covers are combined and shown in your Policy Schedule as a total amount.</p> <ul style="list-style-type: none"> <li>Limits any one item apply, please refer to your Policy Schedule</li> <li>Excluding property owned by individual members.</li> <li>For busking groups, items are only covered for theft if force is used.</li> <li>Excludes damage caused by cleaning or repair.</li> <li>Excludes electrical damage caused by mechanical or electrical breakdown or derangement.</li> <li>Excludes theft of property left in an unattended vehicle unless concealed or in the glove or luggage compartment or boot and all points of access are securely locked.</li> <li>Excess – you will have to pay the first £100 of each claim.</li> </ul>
<p><b>SETTLING CLAIMS</b></p> <p>The basis of settlement for a claim will be the cost of repair, or replacement as new.</p>	<p>The sum insured will be the most we pay. If the sum insured is not adequate, any claim will be reduced in proportion to the degree of underinsurance.</p>

## ABANDONMENT INSURANCE

FEATURES AND BENEFITS	SIGNIFICANT EXCLUSIONS OR LIMITATIONS
<b>Cancellation/Abandonment cover</b>	
<p>Cover is provided for irrecoverable expenses incurred due to the cancellation of any performance workshop, event or conference which is promoted by the society either:</p> <ul style="list-style-type: none"> <li>Within three months immediately preceding the scheduled date of the performance where an artist is unable to appear due to causes outside of their control such as illness, injury or the failure of public transport or abnormal national weather conditions, OR;</li> <li>Within the twelve months preceding the scheduled date of the performance for causes outside of the control of the society other than the failure of an artist to appear.</li> </ul> <p>Additional expenses incurred up to the cost of cancelling the performance will be paid where a performance is postponed or substitute artists are engaged in order to prevent cancellation of the performance.</p>	<p><b>Limits:</b></p> <p>As shown in your policy schedule.</p> <p>Limits apply per event and in total per society in any one period of insurance.</p> <p>Higher limits are available for an additional premium.</p> <ul style="list-style-type: none"> <li>Excludes cancellation where there have been poor ticket sales.</li> <li>Excludes cancellation due to weather conditions unless dangerous to proceed with the event.</li> <li>Excludes cancellation following restrictions on or fears of travelling due to a communicable disease.</li> </ul> <p>You must do all things reasonable to minimise or avoid losses.</p>

## GENERAL CONDITIONS AND EXCLUSIONS

The following apply to your policy as a whole regardless of the specific cover you have selected. For full details of these and other exclusions and limits please read your Policy Wording/Schedule.

### GENERAL CONDITIONS AND EXCLUSIONS

- If there are any changes to your business, the premises, the property therein or any other circumstances whereby the risk is increased you must inform us immediately.
- War is excluded in respect of all cover except for Employers' Liability.
- Terrorism (part of which can be bought back), Northern Ireland terrorism and Civil Commotion are excluded.

### EXCESS AND LIMITS

- Any excesses applicable to your policy are detailed in your Policy Wording or Policy schedule. These amounts must be paid in the event of each and every claim.
- Limits may apply to your policy, please refer to your Policy Schedule for details.
- Your policy is subject to The Minimum Standard of Security, if shown in your Policy Schedule or Policy Wording.

## POLICY SUMMARY

If having examined your policy documentation you decide not to proceed with the insurance you will have 14 days to cancel it starting on the date you receive your policy documentation. To cancel the policy please contact Making Music either in writing or by calling:

**Making Music Insurance Services**

Partnership House,  
Priory Park East Kingston upon Hull,  
HU4 7DY

Tel: 01482 213215

Email: [insurance@makingmusic.org.uk](mailto:insurance@makingmusic.org.uk)

On receipt of your notice, we will refund any premiums already paid, unless we have been notified of a claim.



## RENEWAL DOCUMENTATION

You may decide not to renew this insurance at any point up to the renewal date. You also have a statutory right to cancel this insurance which extends from the later of:

- The date you receive full terms and conditions of the policy
- The date on which the insurance is renewed

You may cancel the policy by contacting Making Music either in writing or by calling

Making Music Insurance Services  
Partnership House  
Priory Park East Kingston upon Hull  
HU4 7DY  
Tel: 01482 213215

On receipt of your notice, we will refund any premiums already paid, unless we have been notified of a claim.

## MAKING A CLAIM

Should you wish to make a claim under your policy please call our claims helpline as soon as possible on 01482 388611 (Monday - Friday 9 until 5) or 0345 300 4006 outside these hours. You must give us any information or help that we may reasonably ask for. You must not settle, reject, negotiate or agree to pay any claim without our written permission. Full details of how to make a claim are included in your policy document.

## COMPLAINTS

If you believe that we have not delivered the service you expected, we want to hear from you so that we can try to put things right. If you have cause for complaint you should initially contact the person who arranged the policy for you or the manager of RSA at the address shown on your quotation or schedule, as appropriate. In the unlikely event that they are unable to resolve your concerns, your complaint will be referred to our Customer Relations Team who will arrange for an investigation on behalf of our Chief Executive.

If they cannot resolve the matter to your satisfaction, they will provide you with our final response so that you can, if you wish, refer the matter to the Financial Ombudsman Service. This does not affect your right to take legal action.

RSA	FINANCIAL OMBUDSMAN SERVICE
Customer Relations Team P O Box 2075 Livingston EH54 0EP	South Quay Plaza 183 Marsh Wall London E14 9SR

## COMPENSATION

Royal & Sun Alliance Insurance plc is a member of the Financial Services Compensation Scheme (FSCS). This provides compensation in case any member goes out of business or into liquidation and is unable to meet any valid claims against its policies. You may be entitled to compensation if we cannot meet our obligations, depending on the circumstances of the claim. Further information about the compensation scheme can be obtained from the FSCS.

## OTHER IMPORTANT INFORMATION

### PREMIUMS AND PAYMENTS

Premiums are inclusive of Insurance Premium Tax. You may pay for your policy annually by credit/debit card or by cheque.

### RENEWING YOUR POLICY

Policies under the Making Music Insurance Scheme expire on 31st December.

At least 21 days before each policy renewal date we will tell you the premium and terms and conditions that will apply for the following year. Payment of the insurance premium must be made to Making Music before 1st January in order for your cover to be renewed.

You will have 14 days to cancel the policy after the renewal date and receive a refund of any premiums paid, as described in the termination of contract policy below.

### TERMINATION OF THE CONTRACT

You may cancel the contract by giving us 14 days notice in writing. If you cancel the policy you may be entitled to a refund of premium provided that no claim has been made during the current period of insurance.

We may cancel this policy by giving you at least 14 days notice at your last known address. This will not affect your right to make a claim for any event that happened before the cancellation date. If we cancel the policy, we will refund any premiums already paid for the remainder of the current period of insurance provided that no claim has been made since inception or renewal.

### LAW AND LANGUAGE APPLICABLE TO THE POLICY

Under the laws of the United Kingdom (England, Scotland, Wales and Northern Ireland) both parties may choose the law which applies to this contract, to the extent permitted by those laws. Unless the parties agree otherwise in writing, the Insurer has agreed with the Insured that the law which applies to this contract is the law which applies to the part of the United Kingdom in which the Insured is based, or, if based in the Channel Islands or the Isle of Man, the law of whichever of those two places in which the Insured is based. The parties have agreed that any legal proceedings between them in connection with this contract will only take place in the courts of the part of the United Kingdom in which the Insured is based, or, if the Insured is based in either the Channel Islands or the Isle of Man, the courts of whichever of those two places in which the Insured is based.

### FINANCIAL SANCTIONS

Royal & Sun Alliance Insurance plc is unable to provide insurance in circumstances where to do so would be in breach of any financial or trade sanctions imposed by the United Nations or any government, governmental or judicial body or regulatory agency. Full details will be provided in your policy documentation.

### RSA

This product is underwritten by Royal & Sun Alliance Insurance plc, which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority as an insurance company and to undertake insurance mediation under Registration No. 202323. You can check this on the FCA's Register by visiting the FCA's website [www.fca.gov.uk/register/home.do](http://www.fca.gov.uk/register/home.do) or by contacting the FCA on 0800 111 6768.







**INSURANCE  
SERVICES**

Royal & Sun Alliance Insurance plc (No. 93792).

Registered in England & Wales at St. Mark's Court, Chart Way, Horsham, West Sussex, RH12 1XL.

Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.  
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