



# MUSICAL HOUSEHOLDS INSURANCE FOR INDIVIDUALS POLICY WORDING

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## WELCOME

Welcome to RSA. Thank you for choosing us as your insurer.

Your Policy (including the Schedule, Endorsements, Clauses and Certificates) is evidence of a legal contract and the document should be kept in a safe place.

We are happy to provide duplicates if you mislay any part of your Policy documentation.

Please read the Policy and Schedule carefully and if they do not meet your needs return them to us or Making Music Insurance Services.

## YOUR MUSICAL HOUSEHOLDS INSURANCE POLICY WORDING

The following sections 'Understanding and using your policy,' 'How to make a claim' and 'Guidance when making a claim' do not form part of the legal contract between you and us.

They include information which will help you to understand and use your policy.

### UNDERSTANDING AND USING YOUR POLICY

Insurance policies can be difficult to understand so we have tried to make this policy easy to read. Some words have a special meaning in your policy and these are listed and explained on pages 10 to 11 'Words with special meanings'.

From now on wherever a word with a special meaning is used it will be printed in **bold** type.

**Your policy** is in two parts – the policy wording and the schedule.

The policy wording explains what is and what is not covered, how **we** settle claims and other important information.

The schedule shows which sections of the policy wording apply, the **limits** to the cover and the premium.

Please keep **your** schedule with the policy wording. **We** will send **you** a new schedule whenever **you** or **we** make a change to the insurance and each year before renewal so **you** can check that the cover still meets **your** needs.

Once **you** have received **your policy** **you** will have 14 days to make sure the cover is exactly what **you** need. If it isn't, **you** can ask **us** to make any necessary changes. Alternatively, **you** can request cancellation of the **policy** and **you** will receive a full refund of premium, as long as no claim has been made (see page 6).

There are conditions of the insurance that **you** will need to meet as **your** part of this contract on pages 6 to 7. The conditions set out the changes in circumstances that could affect **your** cover and when **we** would cancel **your policy**. Please take the opportunity to read the Policy Terms and Conditions.

If **you** have any questions please contact **us** or Making Music Insurance Services. The telephone numbers are shown at the back of this policy wording.

### HOW TO MAKE A CLAIM

If **you** need to make a claim, what **you** need most of all is speedy, professional, practical help. That is exactly what **we** provide.

When an accident happens, **you** should take any immediate action **you** think is necessary to protect **your** property and belongings from further damage.

Call **our** Claims Helpline on the number shown at the back of this policy wording. Please have **your** policy number handy when **you** call. There may be times when **we** will ask **you** to complete a claim form and provide **us** with further information, or **we** may wish to arrange a visit and inspection.

To help **us** deal with **your** claim quickly, please read this policy wording carefully, particularly the Claims Terms and Conditions and Policy Exclusions on pages 7 to 9.

## GUIDANCE WHEN MAKING A CLAIM

### CLAIM NOTIFICATION

Terms and conditions that apply to the **policy** and in the event of a claim are set out in **your** policy wording. It is important that **you** comply with all **policy** terms and conditions and **you** should familiarise **yourself** with any requirements.

Directions for claim notification are included under Claims Terms and Conditions on page 7. Events that may give rise to a claim under the insurance must be notified as soon as possible although there are some situations where immediate notice is required. Further guidance is contained in the policy wording.

Claims Terms and Conditions require **you** to provide **us** with any assistance and evidence that **we** require concerning the cause and value of any claim. Ideally, as part of the initial notification, **you** will provide:

- **Your** name, address, and **your** home and mobile telephone numbers
- Personal details necessary to confirm **your** identity
- Policy number
- The date of the incident
- The cause of the loss or damage
- Details of the loss or damage together with claim value if known
- Police details where applicable
- Names and addresses of any other parties involved or responsible for the incident (including details of injuries) and addresses of any witnesses.

This information will enable **us** to make an initial evaluation on **policy** liability and claim value. **We** may, however, request additional information depending upon circumstances and value which may include the following:

- Original purchase receipts, invoices, instruction booklets or photographs, bank or credit card statements, utility bills, pre-purchase surveys, or plans or deeds of **your** property (or where **we** agree, copies sent by electronic medium)
- Purchase dates and location of lost or damaged property
- For damaged property, confirmation from a suitably qualified expert that the item **you** are claiming for is beyond repair.

Where **we** have asked **you** for specific information relevant to **your** claim **we** will pay for any reasonable expenses **you** incur in providing **us** with the above information.

Sometimes **we** or someone acting on **our** behalf may wish to meet with **you** to discuss the circumstances of the claim, to inspect the damage, or to undertake further investigations.

### THE INSURANCE CONTRACT

This **policy** is a legal contract between **you** and **us**. The policy wording and schedule make one document and must be read together. Please keep them together.

The contract is based on the information **you** gave **us** when **you** applied for the insurance.

**Our** part of the contract is that **we** will provide the cover set out in this policy wording:

- for those sections which are shown on **your** policy schedule;
- for the **insurance period** set out on the same schedule.

**Your** part of the contract is:

- **you** must pay the premium as shown on **your** schedule for each **insurance period**;
- **you** must comply with all the terms and conditions set out in this **policy**.

If **you** do not meet **your** part of the contract, **we** may turn down a claim, increase the premium or **you** may find that **you** do not have any cover.

Under the laws of the United Kingdom (England, Scotland, Wales and Northern Ireland) both **you** and **we** may choose the law which applies to this contract, to the extent permitted by those laws. Unless **you** and **we** agree otherwise, **we** have agreed with **you** that the law which applies to this contract is the law which applies to the part of the United Kingdom in which **you** live, or if **you** live in the Channel Islands or the Isle of Man, the law of whichever of those two places in which **you** live.

**We** and **you** have agreed that any legal proceedings between **you** and **us** in connection with this contract will only take place in the courts of the part of the United Kingdom in which **you** live, or, if **you** live in either the Channel Islands or the Isle of Man, the courts in whichever of those two places in which **you** live.

This **policy** has been issued by Royal & Sun Alliance Insurance plc in the United Kingdom.

## POLICY TERMS AND CONDITIONS

These are the terms and conditions of the insurance **you** will need to meet as **your** part of this contract.

If **you** do not a claim may be rejected or payment could be reduced. In some circumstances **your policy** might be invalid.

### TAKING CARE

**You** must take all reasonable steps to avoid any accident and to prevent loss or damage to everything which is covered by this insurance and to keep all the **insured property** in good condition and in good repair; if **you** do not a claim may be rejected or payment could be reduced.

### CHANGES IN YOUR CIRCUMSTANCES

**You** must tell **us**, as soon as possible, if there any changes to the information **you** have given **us**. If **you** are in any doubt, please contact **us** or Making Music Insurance Services,

**We** may re-assess **your** cover and premiums when **we** are told about changes in **your** circumstances. If **you** do not tell **us** about changes or give **us** incorrect information, the wrong terms may be quoted, **we** may be entitled to reject payment of a claim or a payment could be reduced. In some circumstances **your policy** might be invalid, and **you** may not be entitled to a refund of premium.

Please also refer to the Fraud condition to Cancelling The Policy condition below.

### FRAUD

If dishonesty or exaggeration is used by **you**, or anyone acting on behalf of **you** to obtain:

- a claims payment under **your policy**; or
- cover for which **you** do not qualify; or
- cover at a reduced premium;

all benefits under this **policy** will be lost, the **policy** may be invalid, **you** may not be entitled to a refund of premium and legal action may be taken against **you**.

Please also refer to the Changes in circumstances condition and to Cancelling The Policy condition on page 6 of this **policy**.

### TRANSFERRING YOUR INTEREST IN THE POLICY

**You** cannot transfer **your** interest in this **policy** to anyone else without **our** written permission.

### CANCELLING THE POLICY

If **you** wish to cancel **your policy** please write to Making Music Insurance Services at the address or call the number shown on **your** schedule. If **you** cancel the **policy** **you** may be entitled to a refund of premium provided that no claim has been made during the current **insurance period**.

#### Cancellation by you within the first 14 days

If **you** cancel the **policy** within 14 days of the date **you** receive **your policy** documents, **we** will refund the premium provided no claim has been made during the current **insurance period**.

#### Cancellation by you after the first 14 days

If **you** cancel the **policy** after 14 days of the date **you** receive **your policy** documents, **we** will refund premiums already paid for the remainder of the current **insurance period**, provided no claim has been made during the current **insurance period**.

#### Where we cancel your policy

Please also refer to the Fraud and to the Changes in Circumstances condition on page 6 of this **policy**.

**We** may also cancel the **policy** where **we** have identified serious grounds, such as;

- failure to provide **us** with information **we** have requested that is directly relevant to the cover provided under this **policy** or any claim;
- the use or threat of violence or aggressive behaviour against **our** staff, contractors or property;
- the use of foul or abusive language;
- nuisance or disruptive behaviour

**we** will contact **you** at **your** last known address and, where possible, seek an opportunity to resolve the matter with **you**.

Where a solution cannot be agreed between **us**, **we** may cancel the **policy** by giving **you** 14 days advance written notice.

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 premiums already paid for the remainder of the current **insurance period**, provided no claim has been made during the current **insurance period**.

**We** also reserve the right to terminate the **policy** in the event that there is a default in the instalment payments due under any linked loan agreement, by giving **you** 14 days' notice at **your** last known address.

## OTHER TERMS AND CONDITIONS

### CANCELLING THE MONTHLY PREMIUM INSTALMENT AGREEMENT

**Your policy** has a normal insurance period of 12 months and **your** legal contract with **us** is for this period. **You** may have asked and **we** may have agreed for **your** annual premium to be paid on a monthly basis by instalments under the terms of the Consumer Credit Act 1974.

**We** reserve the right to terminate the **policy** in the event that there is a default in instalment payments due under any linked loan agreement.

If **you** want to cancel your linked loan agreement but not **your policy**, **you** must contact **us** at the address given on **your** schedule. **We** can then tell **you** how much **you** will have to pay for the rest of the **insurance period**. If this amount is not paid by the date given in **our** reply to **you**, then all cover under **your policy** will be cancelled from this date.

### FINANCIAL SANCTIONS

**We** will not provide any cover or be liable to provide any indemnity, payment or other benefit under this **policy** where doing so would breach any prohibition or restriction imposed by law or regulation.

If any such prohibition or restriction takes effect during the **insurance period** **we** may cancel this **policy** immediately by giving **you** written notice at **your** last known address. If **we** cancel the **policy** **we** will refund premiums already paid for the remainder of the current **insurance period**, provided no claims have been paid or are outstanding.

### CLAIMS TERMS AND TERMS AND CONDITIONS

There are other terms and conditions which relate to any claim **you** may make and these are shown on below. **You** should also refer to any terms and conditions shown under individual sections of **your policy**.

When an incident occurs which may result in a claim, **you** must also read the information on 'How to make a claim' on page 4.

**You** should also check the information on 'How we settle claims' under the section of **your policy** which covers the loss or damage

### WHAT YOU MUST DO

If **you** are the victim of theft, riot, a malicious act or vandalism, or if **you** lose something away from **your home**, tell the police immediately upon discovery and ask for a crime reference number. Tell **us** as soon as **you** can, or in the case of riot tell **us** immediately, but no later than 7 days after the riot.

If someone is holding **you** responsible for an injury or any damage, **you** must not admit responsibility. Give **us** full details in writing as soon as **you** can and any claim form, application notice, legal document or other correspondence sent to **you** must be sent to **us** straightaway without being answered.

For all other claims, tell **us** as soon as **you** can.

**You** should do all **we** reasonably ask **you** to do to get back any lost or stolen property.

Do not throw away any damaged items before **we** have had a chance to see them, or carry out non-emergency repairs before **we** have had a chance to inspect them.

To help **us** deal with **your** claim quickly, **we** may require additional information which may include the following:

- Original purchase receipts, invoices, instruction booklets or photographs, bank or credit card statements, utility bills, (or where **we** agree, copies sent by electronic medium)
- Purchase dates and location of lost or damaged property
- For damaged property, confirmation from a suitably qualified expert that the item **you** are claiming for is beyond repair.

Where **we** have asked **you** for specific information relevant to **your** claim **we** will pay for any reasonable expenses **you** incur in providing **us** with the above information.

### RIGHTS AND RESPONSIBILITIES

**You** must not settle, reject, negotiate or offer to pay any claim **you** have made or intend to make under this **policy** without **our** written permission. **We** have the right, if **we** choose, in **your** name but at **our** expense to:

- take over the defence or settlement of any claim;
- start legal action to get compensation from anyone else;
- start legal action to get back from anyone else any payments that have already been made.

**You** must provide **us** with any information and assistance as **we** may require about any claim. **You** must help **us** to take legal action against anyone or help **us** defend any legal action if **we** ask **you** to.

When **you** call **us** **we** will advise **you** of **our** requirements, which will be either:

- ask **you** to get estimates for repairs or replacement items; or
- arrange for the damage to be inspected by one of **our** claims advisors or an independent loss adjuster or other expert – their aim is to help **us** agree a fair settlement with **you**; or arrange for the repair or replacement as quickly as possible.

Where **we** have asked **you** for specific information relevant to **your** claim **we** will pay for any reasonable expenses **you** incur in providing **us** with the above information.

### OTHER INSURANCE

If **you** claim under this **policy** for something which is also covered by another insurance policy, **you** must provide **us** with full details of the other insurance policy. **We** will only pay **our** share of any claim.



## POLICY EXCLUSIONS

These exclusions apply to all the sections of **your policy**.  
This insurance does not cover:

### RADIOACTIVE CONTAMINATION

Any expense, legal liability or any loss or damage to property directly or indirectly caused by or contributed to by:

- ionising radiation or radioactive contamination from any nuclear fuel or waste which results from the burning of nuclear fuel; or
- the radioactive, toxic, explosive or other dangerous properties of nuclear machinery or any part of it.

### WAR RISKS

Any loss, damage, liability, cost or expense of any kind caused directly or indirectly by war, invasion or revolution.

### POLLUTION OR CONTAMINATION

Any claim or expense of any kind directly or indirectly caused by or arising out of pollution or contamination unless caused by:

- a sudden unexpected incident, or
- oil or water escaping from a fixed oil or fixed water installation, and, which was not the result of an international act and which occurs during any **insurance period**.

All pollution or contamination which arises out of one incident shall be deemed to have occurred at the time takes place such incident takes place.

### ROT

Any loss, damage, liability, cost or expense of any kind caused by rot whether or not this is caused directly or indirectly by any other cover included in this insurance.

### DATE CHANGE AND COMPUTER VIRUSES

Any direct or indirect loss or damage caused:

- to equipment by its failing correctly to recognise data representing a date in such a way that it does not work properly or at all; or
- by computer viruses.

Legal expenses, legal benefits and/or liability arising directly or indirectly from:

- equipment failing correctly to recognise data representing a date in such a way that it does not work properly at all; or
- computer viruses;

but any claim for legal expenses/benefits to pursue compensation for personal injury is not excluded.

For the purposes of this exclusion:

Equipment includes computers and anything else insured by this **policy** which has a microchip in it.

Computers include hardware, software, data, electronic data processing equipment and other computing and electronic equipment linked to a computer.

Microchips include integrated circuits and microcontrollers.

Computer viruses include any program or software which prevents any operating system, computer program or software working properly or at all.

### EXISTING AND DELIBERATE DAMAGE

Any loss, damage, liability, cost or expense of any kind occurring, or arising from an event occurring, before the **insurance period** starts or caused deliberately by **your family**.

### TERRORISM

Any loss, damage, liability, cost or expense of any kind directly or indirectly caused by, resulting from or in connection with any act of **terrorism**.

### WEAR AND TEAR

Any loss, damage, liability, cost or expense of any kind directly or indirectly caused by or resulting from wear and tear, depreciation, corrosion, rusting, damp, moth or insects, vermin, fungus, condensation, fading, frost or anything which happens gradually, the process of cleaning, dyeing, repair, alteration, renovation or restoration.

**DEFECTIVE CONSTRUCTION OR DESIGN**

Any loss, damage, liability, cost or expense of any kind caused by or resulting from poor or faulty design, or materials.

**VIRUS, DISEASE AND PANDEMIC  
(except Liability Insurance)**

Notwithstanding any provision to the contrary within the Policy, the Policy does not cover loss, destruction or damage, or any costs or expenses of whatsoever nature directly or indirectly occasioned by, arising from, caused by, happening through or in consequence of, or otherwise attributable to:

- A) Coronaviruses
- B) Coronavirus disease (COVID-19);
- C) Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2);
- D) Any mutation of or variation of A), B) or C) above;
- E) any infectious disease that is designated or treated as a pandemic by the World Health Organisation
- F) Any fear or anticipation of A), B), C), D) or E) above.

## WORDS WITH SPECIAL MEANINGS

Words shown in bold type have the same meaning wherever they appear in the **policy**.

The words defined below are used throughout this **policy**. Any other definitions are shown in the section to which they apply. If any of the words shown below are in **the policy** but not in bold type then the special meaning shall not apply.

|                                      |   |
|--------------------------------------|---|
| <b>Amount insured</b>                | The most <b>we</b> will pay for each insured item as shown in the schedule. Unless <b>we</b> say otherwise, the amounts apply to each incident of loss will be automatically restored to the full amount after <b>we</b> pay a claim provided <b>you</b> carry out <b>our</b> recommendations to prevent further loss or damage.  |
| <b>Asbestos</b>                      | Crocidolite, amosite, chrysotile, fibrous actinolite, fibrous anthophyllite, or fibrous tremolite or any mixture containing any of those minerals   |
| <b>Asbestos Containing Materials</b> | Any material containing <b>asbestos</b> or <b>asbestos dust</b>   |
| <b>Asbestos Dust</b>                 | Fibres or particles of <b>asbestos</b>  |
| <b>Confiscation</b>                  | Confiscation, nationalisation, requisition or destruction of or damage to property by or under the order of any government or public or local authority.  |
| <b>Damage</b>                        | Accidental loss, destruction, damage or theft   |
| <b>Damaged</b>                       | Accidentally lost, destroyed damaged or stolen  |
| <b>Endorsement</b>                   | A change to the terms of the <b>policy</b> .  |
| <b>Excess</b>                        | The amount <b>you</b> must bear as the first part of each agreed claim.   |
| <b>Family</b>                        | <b>You, your</b> partner any of <b>your</b> relatives that permanently live with <b>you</b> , and any of <b>your domestic employees</b> .   |
| <b>Geographical limits</b>           | UK and Europe   |
| <b>Injury</b>                        | Bodily injury, mental injury, death, disease or illness   |
| <b>Insured Property</b>              | a) Musical Instruments<br>b) Movable property including property on permanent or long term loan to any individual member<br>c) Musical Scores including temporarily hired or borrowed<br>d) Items on short term loan<br>e) Electronic music equipment including portable computers used for the purpose of making music<br>f) Musical Accessories                             |
| <b>Nuclear risks</b>                 | a) Any sort of nuclear material, nuclear reaction, nuclear radiation or radioactive contamination;<br>b) any products or services which include, involve or relate in any way to anything in a. above, or the storage, handling or disposal of anything in a. above;<br>c) all operations carried out on any site or premises on which anything in a. or b. above is located. |
| <b>Period of insurance</b>           | The time for which this <b>policy</b> is in force as shown in the schedule.   |
| <b>Policy</b>                        | This insurance document and the schedule, including any <b>endorsements</b> .   |

|                              |  |
|------------------------------|--|
| <b>Terrorism</b>             | An act, or the threat of an act, by any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government, that: <ul style="list-style-type: none"><li>a) is committed for political, religious, ideological or similar purposes; and</li><li>b) is intended to influence any government or to put the public, or any section of the public, in fear; and</li><li>c) <ul style="list-style-type: none"><li>i) involves violence against one or more persons; or</li><li>ii) involves damage to property; or</li><li>iii) endangers life other than that of the person committing the action; or</li><li>iv) creates a risk to health or safety of the public or a section of the public; or</li><li>v) is designed to interfere with or to disrupt an electronic system.</li></ul></li></ul> |
| <b>War</b>                   | War; invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war; rebellion, revolution, insurrection, military or usurped power.  |
| <b>We/us/our/The Company</b> | The insurers named in the schedule.  |
| <b>You/your/yourself</b>     | The insured named in the schedule and any member of <b>your family</b> .   |

## PROPERTY SECTION LOSS OR DAMAGE TO YOUR MUSICAL INSTRUMENTS

We will insure you, if your insured property, as described in the Schedule, suffers damage during the period of insurance and the cause is not excluded below.

### What is covered:

Damage to insured property at your home and away from the home including whilst in transit, within the UK or Europe unless otherwise stated

### The Insurance Provided

We will, at our option replace, repair or pay for any damaged item as described below, up to the amount insured.

1. For current insured property, the cost or repair or replacement as new,
2. For discontinued insured property, the cost of replacement with an equivalent model or specification,
3. For musical scores the costs reasonably incurred with the reproduction, repair or replacement.

### Underinsurance

If at the time of damage, the amount insured in respect of any one specified item is less than the value at the time of damage, the amount payable shall be proportionately reduced.

### Excluded Causes

1. **Damage caused by:**
  - A) alterations maintenance repairs or any process of cleaning or restoring
  - B) delay confiscation or detention by order of any Government or Public Authority
  - C) counterfeit substitute or foreign coins
  - D) mechanical or electrical breakdown or derangement
2. **Damage caused by:**
  - A) riot or civil commotion except to the extent that it is specifically insured
  - B) war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power
  - C) Civil commotion in Northern Ireland
3. **Damage as described below:**
  - A) Breaking of replaceable items where damage is foreseeable including but not limited to strings, reeds and drumheads
  - B) **Damage to insured property** whilst in transit unless the items are securely packed in a suitable protective musical instrument case or it has been packaged by a professional packer or removal company
  - C) depreciation contamination or any other loss that arises directly or indirectly other than damage to the insured property itself
  - D) **Damage** consequent upon any person obtaining any property by deception
  - E) Any costs incurred in matching any parts of a set or collection not involved in a claim
  - F) theft or attempt thereof of any insured property left in any unattended vehicle unless the insured property is out of sight or concealed or in the glove or luggage compartment and the vehicle is locked and secured
  - G) Theft by any person(s) to whom any insured property is entrusted or loaned.
4. **Damage** to property which at the time of the happening of the damage is insured by or would but for the existence of this insurance be insured by any marine policy or policies except in respect of any excess beyond the amount which would have been payable under the marine policy or policies had this insurance not been effected.

### Extensions

Your policy extends to include the following up to the amount shown below or in the Schedule, during the period of insurance.

### Alternative Instrument Hire

The reasonable costs of hiring an alternative instrument following insured damage, to your instrument and your instrument becoming unusable.

**We** will only pay the costs for the period commencing at the date of **damage** and ending once **your** instrument is repaired or replaced. However, **we** will not make any payment in respect of this extension if **we** have not consented to **you** incurring hire costs prior to **you** incurring them.

The Limit of Liability being 10% of the **amount insured** or £1,000, whichever is the lower.

#### **Diminution in Value**

**We** will pay the actual reduction in value of the **insured property**, where the reduction is of a direct result of **damage** and following the repair the value of the **insured property** is reduced to less than 100% of the value prior to the **damage** occurring.

Provided that

- A) Any claim under this extension must be made no later than 60 days after the damaged item(s) have been repaired
- B) The total amount payable by the **company**, including the costs of repair, shall not exceed the **amount insured** or Limit of Liability.
- C) This extension shall not apply to portable computer equipment.

#### **Transportation Costs**

The necessary and reasonable costs of travel, postage or courier fees, to transport the **insured property**, to and from a repairer, following insured **damage**, for which payment has been paid or liability admitted by **us** under this **policy**.

#### **Exclusions**

The amount of **your excess** as specified in the **schedule**.

## PUBLIC/PRODUCTS LIABILITY

### THIS SECTION APPLIES ONLY WHERE SHOWN AS OPERATIVE IN THE SCHEDULE

We will provide indemnity to any person entitled to indemnity

1. up to the Limit of Indemnity against legal liability for damages in respect of
  - A) accidental **injury** of any person
  - B) accidental loss of or damage to property
  - C) nuisance trespass to land or trespass to goods or interference with any easement right of air light water or way other than legal liability for damages which result from a deliberate act or omission by **you** or which is a natural consequence of the ordinary conduct of the activities and which could reasonably have been expected by **you** having regard to the nature and circumstances of such act or omission happening during any **period of insurance**
2. against legal liability for claimant's costs and expenses in connection with 1 above
3. in respect of
  - A) costs of legal representation at
    - 1) any coroner's inquest or inquiry in respect of any death
    - 2) proceedings in any court arising out of any alleged breach of statutory duty resulting in any occurrence specified in 1 above
  - B) all other costs and expenses in relation to any matter which may form the subject of a claim for indemnity under 1 above incurred with the **company's** written consent

Provided that in respect of

- A) any one Event
- B) all Events happening during any **period of insurance** in respect of products supplied
- C) all incidents considered by the **company** to have occurred during any **period of insurance** in respect of pollution or contamination of buildings or other structures or of water or land or of the atmosphere

the following shall apply

- 1) the total amount payable by the **company** in respect of 1 above and all Extensions additional Clauses and Memoranda shall not exceed the Limit of Indemnity
- 2) **your excess** in respect of damages and claimant's costs and expenses will be payable before the **company** shall be liable to make any payment
- 3) the **company** may at any time pay the Limit of Indemnity (less any sums already paid as damages) or any less amount for which at the absolute discretion of the **company** the claims arising out of such Event can be settled The **company** will then relinquish control of such claims and be under no further liability in respect thereof except for costs and expenses for which the **company** may be responsible prior to the date of such payment
- 4) where the **company** is liable to indemnify more than one person the total amount of indemnity in respect of damages shall not exceed the Limit of Indemnity

### EXCLUSIONS

the indemnity will not apply to legal liability

1. arising from any business or professional activities
2. arising from or out of the ownership possession or use by or on behalf of **you** or any person entitled to indemnity of any mechanically propelled vehicle other than the loading or unloading of any vehicle except where indemnity is provided by any motor insurance contract or where insurance or security is required by law
3. for bodily injury or mental injury to or death disease or illness of any person employed
4. for or arising from loss of or damage to any property which at the time of the event giving rise to such legal liability is owned by or held in trust by or in **your** custody or control
5. caused by or arising out of pollution or contamination of buildings or other structures or of water or land or the atmosphere unless the pollution or contamination is caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific moment in time and place during any **period of insurance**.

Provided that all pollution or contamination which arises out of one incident shall be considered by the **company** for the purposes of this **policy** to have occurred at the time such incident takes place

6. A) in respect of loss of or damage to any
  - 1) product supplied by **you**
  - 2) contract work executed by **you**caused by any defect therein or the unsuitability thereof for its intended purpose  
B) for the costs of recall removal repair alteration replacement or reinstatement of any
  - 1) product supplied by **you**
  - 2) contract work executed by **you**necessitated by any defect therein or the unsuitability thereof for its intended purpose
7. arising from or in connection with any
  - 1) product supplied by **you**
  - 2) contract work executed by **you**where such legal liability has been accepted by agreement except to the extent that such liability would have attached in the absence of such agreement
8. for the costs of remedying
  - A) any defect or alleged defect
  - B) the presence of Asbestos Asbestos Dust or Asbestos Containing Materials in premises disposed of by **you**
9. for
  - A) fines or penalties
  - B) compensation ordered or awarded by a Court of Criminal Jurisdiction
  - C) aggravated exemplary or punitive damages awarded by any court outside Great Britain Northern Ireland the Channel Islands or the Isle of Man
10. for mental injury or fear of suffering bodily injury death disease or illness arising out of actual or suspected exposure to Asbestos Asbestos Dust or Asbestos Containing Materials
11. for the costs of management (including those of any persons under any statutory duty to manage) removal repair alteration recall replacement or reinstatement of any property or part thereof arising out of the presence of Asbestos Asbestos Dust or Asbestos Containing Materials
12. for legal liability arising from Abuse  
Abuse shall mean
  - A) acts of hurting or injuring mentally or physically by maltreatment or ill-use or
  - B) acts of forcing sexual activity rape or molestation or
  - C) repeated or contemptuous coarse or insulting words or behaviours

## EXTENSIONS

(each of which is subject otherwise to the terms of this **policy**)

- I. Compensation for Court Attendance  
In the event of **you** attending court as a witness at the request of the **company** in connection with a claim in respect of which **you** are entitled to indemnity under this Section the **company** will provide compensation to **you** at the following rates per day for each day on which attendance is required:  
£250 per day



## LEGAL DEFENCE COSTS

### THIS SECTION APPLIES ONLY WHERE SHOWN AS OPERATIVE IN THE SCHEDULE

**We** will provide indemnity to **you** up to the Limit of Indemnity of £250,000 in respect of

- A) legal costs and other expenses incurred with our written consent
- B) costs awarded against **you**

in connection with the defence of criminal proceedings brought or in appeal against a conviction arising from such proceedings relating to an offence alleged to have been committed during any **period of insurance** in the course of amateur music making but only in respect of proceedings brought as stated below.

In respect of a breach of

- 1. the Health and Safety at Work etc. act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 where the proceedings relate to the health safety and welfare of any person other than **you** or any person employed by **you**
- 2. Part II of the Consumer Protection act 1987
- 3. Part II of the Food Safety Act 1990

Provided that

- 1. the indemnity will not apply
  - A) to fines or penalties of any kind
  - B) to the costs of appeal against any improvement or prohibition notices
  - C) to fees for intervention payable under the Health and Safety Fees (Regulations) 2012
  - D) where indemnity is provided by any other insurance
  - E) to proceedings consequent upon any deliberate act or omission by **you** which could reasonably have been expected to constitute a breach of the legislation specified in this Section
  - F) to any costs or expenses incurred arising out of or in connection with criminal proceedings relating in any way to Asbestos Asbestos Dust or Asbestos Containing Materials
- 2. **We** may at any time pay the Limit of Indemnity (less any sums already paid) or any less amount for which at **our** absolute discretion the claims arising can be settled but including any amount for which **we** may be responsible prior to the date of such payment

**We** will then relinquish control of such claims and be under no further liability in respect thereof

- 3. where **we** are liable to indemnify more than one person the total amount of indemnity shall not exceed the Limit of Indemnity

### SPECIAL PROVISION

**We** shall pass notification to an independent third party service provider with whom **we** have an agreement which shall thereafter administer claims settlement on **our** behalf.

## HOW WE USE YOUR INFORMATION

Please read the following carefully as it contains important information relating to the details that you have given us. You should show this notice to any other party related to this insurance.

### WHO WE ARE

Royal & Sun Alliance Insurance plc.

You are giving your information to Royal & Sun Alliance Insurance plc, which is a member of the RSA Group of companies (the Group). In this information statement, 'we' 'us' and 'our' refers to the Group unless otherwise stated.

### HOW YOUR INFORMATION WILL BE USED AND WHO WE SHARE IT WITH

Your information comprises of all the details we hold about you and your transactions and includes information obtained from third parties.

If you contact us electronically, we may collect your electronic information identifier e.g. Internet Protocol (IP) address or telephone number supplied by your service provider:

We may use and share your information with other members of the Group to help us and them:

- Assess financial and insurance risks;
- Recover debt;
- Prevent and detect crime;
- Develop our services, systems and relationships with you;
- Understand our customers' requirements;
- Develop and test products and services.

We do not disclose your information to anyone outside the Group except:

- Where we have your permission; or
- Where we are required or permitted to do so by law; or
- To fraud prevention agencies and other companies that provide a service to us, our partners or you; or
- Where we may transfer rights and obligations under this agreement.

We may transfer your information to other countries on the basis that anyone we pass it to, provides an adequate level of protection. In such cases, the Group will ensure it is kept securely and used only for the purpose for which you provided it. Details of the companies and countries involved can be provided on request.

From time to time we may change the way we use your information. Where we believe you may not reasonably expect such a change we shall write to you. If you do not object, you will consent to that change.

We will not keep your information for longer than is necessary.

### CREDIT REFERENCE AGENCIES

To determine premium payment rates at quote, renewal and/or any future invitation, we will make checks on the electoral role and public data through a credit reference agency. These enquiries will be recorded but will not affect your credit rating.

### SENSITIVE INFORMATION

Some of the information we ask you for may be sensitive personal data, as defined by the Data Protection Act 1998 (such as information about health or criminal convictions). We will not use such sensitive personal data about you or others except for the specific purpose for which you provide it and to carry out the services described in your policy documents.

Please ensure that you only provide us with sensitive information about other people with their agreement.

### FRAUD PREVENTION AGENCIES

If false or inaccurate information is provided and fraud is identified or suspected, details may be passed to fraud prevention agencies. Law enforcement agencies may access and use this information.

We and other organisations may also access and use this information to prevent fraud and money laundering, for example when:

- Checking details on applications for credit and credit related or other facilities;
- Recovering debt;
- Checking details on proposals and claims for all types of insurance;
- Checking details of job applicants and employees.

Please contact the Data Protection Liaison Officer at the address below if you want to receive details of the relevant fraud prevention agencies.

We and other organisations may access and use from other countries the information recorded by fraud prevention agencies.

### **CLAIMS HISTORY**

Insurers pass information to the Claims and Underwriting Exchange Register (CUE) run by Insurance Database Services Ltd (IDS Ltd). Under the conditions of your policy, you must tell us about any incident (such as fire, water damage, theft or an accident) which may or may not give rise to a claim.

When you tell us about an incident, we will pass information relating to it to the register.

### **HOW TO CONTACT US**

On payment of a small fee, you are entitled to receive a copy of the information we hold about you. Any fee charged will be in line with guidance issued by the Information Commissioner's Office for such information requests. If you have any questions, or you would like to find out more about this notice you can write to:

Data Protection Liaison Officer,  
Customer Relations Office, RSA,  
Bowling Mill, Dean Clough Industrial Estate,  
Halifax HX3 5WA.

## COMPLAINTS PROCEDURE

### OUR COMMITMENT TO CUSTOMER SERVICE

We are committed to going the extra mile for our customers. 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.

#### STEP 1

If your complaint relates to your policy then please contact the sales and service number shown in your schedule. If your complaint relates to a claim then please call the claims helpline number shown in your policy wording.

We aim to resolve your concerns on an informal basis, within three business days. Where we have been able to, we will send you a letter confirming this. We'll also explain how you may be able to refer the matter to the Financial Ombudsman Service if you subsequently decide that you are unhappy with the outcome.

#### STEP 2

In the unlikely event that we are unable to resolve your concerns through our informal complaints process, our Customer Relations Team will then review the matter on behalf of our Chief Executive. Once our Customer Relations Team have reviewed your complaint they will send you a final decision in writing within 8 weeks of the date we received your complaint.

Post: RSA  
Customer Relations Team  
PO Box 255  
Wynondham  
NR14 8DP

Email: [crt.halifax@uk.rsagroup.com](mailto:crt.halifax@uk.rsagroup.com)

### OUR PROMISE TO YOU

We will:

- Acknowledge all complaints promptly
- Investigate quickly and thoroughly
- Keep you informed of progress
- Do everything possible to resolve your complaint
- Use the information from your complaint to proactively improve our service in the future.

Once we have reviewed your complaint we will issue our final decision in writing within eight weeks of the date we received your complaint.

### IF YOU ARE STILL NOT HAPPY

If you are still unhappy after our review, or you have not received a written offer of resolution within eight weeks of the date we received your complaint, you may be eligible to refer your case to the Financial Ombudsman Service (FOS). The FOS is an independent body that arbitrates on complaints. They can be contacted at:

Post: Financial Ombudsman Service Exchange Tower London E14 9SR

Telephone: 0800 0234567 (for landline users)  
0300 1239123 (for mobile users)

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

You have six months from the date of our final response to refer your complaints to the FOS. This does not affect your right to take legal action, however, the FOS will not adjudicate on any case where litigation has commenced.

### THANK YOU FOR YOUR FEEDBACK

We value your feedback and at the heart of our brand we remain dedicated to treating our customers as individuals and giving them the best possible service at all times. If we have fallen short of this promise, we apologise and aim to do everything possible to put things right.

## CUSTOMER CARE

If you have any questions or queries relating to your policy cover or if you wish to make any changes please contact

Making Music Insurance Services  
Partnership House  
Priory Park East  
Hull HU4 7DY

Telephone: 01482 388611  
Email: [insurance@makingmusic.org.uk](mailto:insurance@makingmusic.org.uk)

### CLAIMS

Initially a notification of any claim, or any circumstances which might reasonably be expected to produce a claim should be sent to

Making Music Insurance Services  
Partnership House  
Priory Park East  
Hull HU4 7DY

Telephone: 01482 388611  
Email: [insurance@makingmusic.org.uk](mailto:insurance@makingmusic.org.uk)

### EMERGENCY REPAIRS

Should emergency repairs be needed to your property, we will put you in touch with a tradesman from our carefully selected panel. You will have to pay the cost of any work done, but where the damage is caused by an insured event, you can of course submit the cost as part of your claim. Whatever the nature of the emergency, you just need to make a single phone call.

### CATASTROPHE CLAIM

If you are faced with a major catastrophe, such as a serious fire or flood, we recognise that you will need expert assistance immediately. We will send a representative to help you in a major crisis, 24 hours a day, 365 days a year.

### ADVICE LINES

Our advice lines will put you in touch with highly qualified experts who can offer information and assistance on a wide range of personal or domestic legal matters.

Please call the 24 hour Helpline **0345 078 7543** quoting code **70201**.







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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