



Insurance Terms of Business (The National Federation of Music Societies)

The purpose of this document is to set out the service we will provide to you in relation to our insurance offering. For your own benefit and protection you should read the terms carefully. If there are any terms which you do not understand, please ask for further information.

The National Federation of Music Societies is an Appointed Representative of Jelf Insurance Brokers Ltd t/a Making Music Insurance Services (MMIS), which is authorised and regulated by the Financial Conduct Authority (FCA) under Firm Registration Number 302751. You can check their permissions on the FCA website www.fca.org.uk/register or by calling them on 0800 111 6768.

1. Our service

We provide access to a group policy of insurance in which members and member societies may participate via our website.

We only offer the following insurance cover from the Insurer listed:

- Making Music Members' Insurance Schemes with RSA Insurance Plc.

Please note that **we will not make a personal recommendation** in relation to the above insurance cover. This means information will be provided on a **non-advised basis** in order for you to make an informed decision about any insurance transactions undertaken by you. You should therefore ensure such transactions are suitable for your needs.

2. How we are paid and/or fees

The National Federation of Music Societies receives no remuneration in respect of the Making Music Members' Insurance Scheme.

3. Premiums

You must settle the insurance premium due in accordance with the cover selected. Failure to make payment may lead to Insurers cancelling your policy, thus leaving you without insurance cover.

4. Awareness of policy terms & conditions

When you access the policy via our website, you are strongly advised to read it carefully as it is this document that details the policy terms and conditions of the insurance contract you have purchased. If you are in any doubt over any of the policy terms or conditions, or you don't understand them, please ask us for clarification.

5. Claims service

The National Federation of Music Societies **do not** provide a claims service.

If you need to make a claim, please contact MMIS directly on 01482 388611.

MMIS will help you make a claim on your policy and provide assistance throughout the claims process. All incidents that could possibly give rise to a claim must be notified to MMIS, or your Insurer, in accordance with the terms of your policy and a claim form completed when required.

If you are unsure whether an incident constitutes a claim or not, please contact MMIS and they will clarify for you. Delay on your part in notifying a claim and/or completing required forms will risk a loss you suffer not being paid in part or in full. You should not, however, admit liability or agree a course of action, other than emergency measures carried out to minimise the loss, until you have agreement from MMIS or your Insurer.

6. Client money

The National Federation of Music Societies **does not** hold client money. We have an agreement with RSA Insurance Plc where we act as agent for the Insurer and any money received by us will be treated as if it has been received by RSA Insurance Plc and the Insurer will therefore bear the risk of any losses in the event that our firm becomes insolvent.

In the same way, we also have an agreement with the Insurer that any premium refunds received by us from the Insurer will not be treated as received by you until they are actually paid over to you.

7. Cancellation rights

You have the right to cancel your policy within 14 days of cover commencement. If you decide to cancel your insurance contract within this timeframe and you have not made a claim on the policy, you may be entitled to receive a refund of any premium paid, less any reasonable costs incurred by the Insurer in providing the cover.

8. Complaints

We are committed to providing our customers with a high standard of service, but things can go wrong in any business. If for any reason we have not met your expectations, please let us know by calling us on 020 7939 6030 or write to The National Federation of Music Societies, 8 Holyrood Street, London, SE1 2EL.

If we are unable to agree a final resolution with you within 3 working days, or if the complaint is in respect of a claim for redress/compensation, your complaint will be re-directed to MMIS who will immediately activate their own complaints process and in the first instance send you an acknowledgement/first response letter.

Should you remain dissatisfied with the way we resolved a complaint, you may be eligible to refer your complaint to the Financial Ombudsman Service (FOS). Full details of their service can be found at www.fos.org.uk or you can call them on 0800 023 4567.

9. Compensation

If we are unable to meet our obligations, you may be able to submit a claim to the Financial Services Compensation Scheme (FSCS). Insurance advising and arranging is covered for 90% of the claim without any upper limit.

For full details and further information, please contact the FSCS helpline on 0800 678 1100 or visit their website www.fscs.org.uk.

10. Insurers

As our Principal, it is normal practice for MMIS to assess on a regular basis the financial strength of the Insurers that we introduce to our members. This process involves monitoring the financial ratings applied by independent rating agencies such as Standard & Poor's and Moody's along with other publicly available information.

The ratings applied to each firm are a reflection of the agencies' views on the medium to long-term ability of each firm to meet its obligations to its policyholders. Where an insurer achieves or exceeds their minimum requirements it is placed on their acceptable list. It should be noted that whilst they take every care to promote only the strongest institutions, they are unable to guarantee the financial strength of any insurance company.

Whilst The National Federation of Music Societies **does not** provide this service, we do bind our members to this service under these terms of business.

11. Using personal information – Data Protection

The parties both warrant that they will observe the provisions of the Data Protection Act 1998 and any other applicable data protection laws, in relation to the agreement.

In supplying insurance services to you, we may share information about you with credit reference agencies and other companies for fraud detection and/or money laundering prevention. We may also disclose details to relevant parties, as necessary, to comply with regulatory or legal requirements.

In administering your insurances it will also be necessary for us to pass such information to Insurers and other product or service providers. Where appropriate, we will also provide your information to MMIS for the purpose of arranging and/or administering your insurance covers and to enable them to fulfill their legal and regulatory obligations.

We may contact you or pass your details to other companies associated with us in order to promote products or services that may be of interest to you. We will not otherwise use or disclose the personal information we hold without your consent.

If you would not like us to send you this type of information or if you would like further information on how your information is used and your rights to access information we hold on you, you can write to us at The National Federation of Music Societies, 8 Holyrood Street, London, SE1 2EL.

12. Duty of disclosure

As a consumer and as the insurance policy is governed by English Law, then you must:

- Take reasonable care to provide complete, accurate and honest answers to the questions we and your insurers ask, and not to make a misrepresentation, when you take out, make changes to and renew your policy.
- You should note that if on renewal of your policy you do not meet your insurers request to confirm or change details you have previously given, this may amount to a misrepresentation.
- Please also tell us if there are any changes to the information set out in the Statement of Fact, Certificate of Insurance (if applicable) or on your schedule.
- If any of the information provided by you changes after you purchase or renew your policy and during the period of your policy please provide us with details.

If any of the information provided by you is not complete and accurate:

- Your insurer may cancel your policy and treat it as if it never existed or
- Your insurer may refuse to pay a claim or
- Your insurer may not pay any claim in full or
- Your insurer may revise the premium and/or change the compulsory excess or
- The extent of the cover may be affected.

Insurers recommend you keep a record (including copies of letters) of all information provided to them or us for your future reference.

The above duties arise before the policy is placed, when it is varied or extended and when it is renewed. The duties may also arise during the policy period if the policy contains a condition which requires you to advise your insurer of a specific increase or alteration in risk. If you are not sure whether your insurer needs particular information, we recommend that you provide it to them anyway.

13. Limit of liability

Except in respect of any liability which cannot lawfully be excluded or limited, liability to you for the insurance services we provide (including for example for breach of contract or negligence) and arising out of or in connection with this agreement shall be limited in total to £10,000,000 in connection with any one event and in the aggregate.

14. Termination of this agreement

These terms of business may be cancelled by either party by giving 7 days notice in writing to the other or upon termination of the insurance cover to which it relates. You will remain liable to pay for any transactions or adjustments effective prior to termination.

15. Renewals

The information you have previously provided to us is what your insurance cover has been based on. Renewals are invited on the basis that there have been no changes in the risk or item being insured, other than those specifically notified to us or your insurers (see section on Duty of Disclosure). It is very important that you check this carefully and confirm it remains accurate and complete. You should contact us immediately if the information is incorrect or if your circumstances have changed so we can update your details.

Failure to notify us or your insurer of any incorrect information or change in circumstances may lead to your policy being cancelled or your claim rejected or not fully paid.

16. Anti-bribery and corruption

The parties agree that Bribery, as defined under the Bribery Act 2010, is prohibited. It is therefore agreed that neither party will request, accept, offer or provide any payment or other advantage, to or from any person, which, in the absence of documentation to demonstrate otherwise, can be perceived as capable of influencing any person connected with the activities of either party to act improperly in contravention of the Bribery Act 2010.

It is also agreed that neither party will offer or provide payments or any other advantage to a government official or worker, in any country, with the intention to influence such official or worker in their capacity as such, and to obtain or retain a business advantage.

17. Third party rights (excluding rights under the Contracts (Rights of Third Parties) Act 1999)

Except as expressly provided in these Terms of Business, a person who is not a party to these Terms of Business shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Terms of Business.

This does not affect any right or remedy of a third party which exists, or is available, apart from that Act. The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this Terms of Business Agreement are not subject to the consent of any other person.

18. Money Laundering Regulations and Proceeds of Crime Act

You agree to provide such evidence and information about your identity and that of your associates, as we may reasonably require in order to comply with our obligations under money laundering legislation and regulations and associated Proceeds of Crime Act.

We are obliged to report to the National Crime Agency and/or appropriate law enforcement agencies any evidence or suspicion of financial crime at the first opportunity and we are prohibited from disclosing any such report.

19. Law & Jurisdiction

These terms of business shall be governed and construed in accordance with the laws of England and Wales. In relation to any legal action or proceedings arising out of, or in connection with, these terms of business unless otherwise agreed we both irrevocably submit to the jurisdiction of the courts of England and Wales.

20. Variation & amendments

No variation of these terms of business shall be effective unless it is in writing. Notwithstanding the aforementioned, you agree that we have a right to amend these terms of business by sending you either a notice of amendment in writing or a revised terms of business. Any amendment will apply in respect of any service transaction entered into by us after notice of the amendment or a revised terms of business is provided to you to the extent permitted by law.

21. Entire agreement

These terms of business constitutes the entire agreement between us and supersedes and extinguishes all previous agreements (including but not limited to any terms of business agreement that may have been previously sent to you by us), promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to its subject matter. You acknowledge that in entering into these terms of business you cannot rely on, and still have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that are not set out in these terms of business. You agree that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these terms of business. Nothing in this clause shall limit or exclude any liability for fraud.

22. Economic or Trade Sanctions

Notwithstanding clause 14, we reserve the right to suspend or terminate these terms of business (in whole or in part) where we believe performance could be a breach of applicable economic or trade sanctions. We are unable to provide insurance services or provide any benefit to the extent that the provision of such services or benefit would violate applicable law or expose us or our affiliates to any sanction, prohibition or restriction under UN Security Council Resolutions or under other trade or economic sanctions, laws or regulations.