



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 trading as 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 are an Appointed Representative of Jelf Insurance Brokers Ltd t/a Making Music Insurance Services which is an independent insurance intermediary and will act on your behalf in arranging your insurance requirements. However, in certain circumstances, they may act for or owe a duty of care to other parties such as Insurers. We will advise you when these circumstances occur so you will be aware of any possible conflict.

2. 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 based on your particular circumstances and requirements. You should therefore ensure such transactions are suitable for your needs.

3. 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.

We reserve the right to charge fees when arranging new policies, making mid-term changes to your cover (including provision of duplicate documentation) and for other administrative tasks. We will advise you of the amount of any fee before you become liable to paying it.

If you make a change or cancel your cover mid-term which results in a return of premium, we will retain any fee amount to cover our administration costs. This amount will be specified to you during the transaction process.

4. Premiums

You must settle the premium(s) due in accordance with the amounts and payment dates specified. Failure to meet the payment dates may lead to Insurers cancelling your policy, thus leaving you without insurance cover.

5. Awareness of policy terms & conditions

When your policy is issued, you are strongly advised to read it carefully as it is that document, along with the schedule that details the policy terms and conditions of the insurance you have purchased. If you are in any doubt over any of the policy terms or conditions, please ask a member of our staff for further clarification.

6. Claims service

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 in accordance with the terms of your policy and a claim form completed where required. If you need to make a claim, please contact MMIS directly on 01482 388611

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 your Insurer.

7. Client money

The National Federation of Music Societies **does not** hold client money.

8. Cancellation rights

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

9. 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

Should you remain dissatisfied with the way we/MMIS resolve 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.

10. 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.

11. Insurers

It is normal practice for MMIS to assess on a regular basis the financial strength of the Insurers that we introduce to our customers. 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 our minimum requirements we place it on our acceptable list.

It should be noted that whilst we take every care to promote only the strongest institutions, we are unable to guarantee the financial strength of any insurance company.

12. Using personal information

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, with your permission, 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

13. Duty of disclosure

It is important that you understand that any information, statements or answers made by you to us or your insurer are your responsibility and must be full, true and correct.

Your attention is drawn to the importance of the declaration and signature on any forms from your Insurer as any failure to disclose fact or circumstance material to the insurance, or any inaccuracies or inadequacies in your answers, may lead to a claim not being paid by your Insurer and the cover could be invalidated.

Material facts are those that would influence an insurer in deciding whether or not to accept a risk and the terms and conditions that would apply. Where forms are completed or partially completed on your behalf, you should check them for accuracy before signing.

If you are in any doubt as to whether a fact is relevant, you should disclose it and then ask for guidance.

14. Restriction of liability

Except in respect of injury to or the death of any person resulting from our negligence (for which no cap on liability will apply), liability to you for the services provided shall not exceed £500,000 in connection with any one event and in the aggregate.

15. Termination of this agreement

This agreement will be cancelled upon termination of the insurance cover to which it relates and we shall remain entitled to retain all fees payable in relation to that insurance cover.

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.