

Musical Households Insurance for Individuals

Policy wording

Contents

	Page
Welcome	3
Your Musical Households Insurance Policy Wording	4
Guidance When Making A Claim	5
Policy Terms & Conditions	7
Policy Exclusions	10
Words With Special Meanings	12
Property Damage Insurance - Loss or Damage to Your Musical Instruments	14
Liability Insurance	16
– Public/Products Liability	16
– Legal Defence Costs	18
How We Use Your Information	19
Customer Care	20



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 12 to 13 '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 7).

There are conditions of the insurance that **you** will need to meet as **your** part of this contract on pages 7 to 8. 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 10 to 11.

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 8. **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 **period of insurance** set out on the same schedule.

Your part of the contract is:

- **you** must pay the premium as shown on **your** schedule for each **period of insurance**;
- **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 and jurisdiction 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 Ltd 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.

Insurance Act 2015

In respect of any

- A) duty of disclosure
- B) effect of warranties
- C) effect of acts of fraud

the rights and obligations applying to the **you** and **us** shall be interpreted in accordance with the provisions of the Insurance Act 2015

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 **period of insurance**.

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 **period of insurance**.

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 **period of insurance**, provided no claim has been made during the current **period of insurance**.

Where We Cancel Your 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 **period of insurance**, provided no claim has been made during the current **period of insurance**.

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 **period of insurance** 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 **period of insurance**. 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.

Economic, Financial or Trade Sanctions

We shall not provide coverage or be liable to provide any indemnity or payment or other benefit under this Policy if and to the extent that doing so would breach any Prohibition.

If any such Prohibition takes effect during the Period of Insurance **We** or **You** may cancel that part of this Policy which is prohibited or restricted with immediate effect by giving written notice to **You** or **Us** at the last known address.

If the whole or any part of the Policy is cancelled **We** shall if and to the extent that it does not breach any Prohibition give **You** a full refund of premium for any unexpired period of cover. **We** will do this only if **You** have not made a claim during the Period of Insurance.

For the purposes of this condition Prohibition shall mean any economic, financial or trade sanctions imposed by the European Union or United Kingdom, or any other prohibition or restriction imposed by law or regulation of the country of which this Policy is issued or would otherwise provide cover.

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

Damage and any loss or expense or liability resulting or arising of whatsoever nature directly or indirectly caused by or contributed to by or arising from:

- A) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel,
- B) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- C) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter

War Risks

Any loss, damage, liability, cost or expense of any kind caused directly or indirectly by **War**.

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 **period of insurance**.

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.

Cyber And Data

Any:

- A) **Cyber Loss** or;
- B) loss, damage, liability, claim, cost, or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss, damage, loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any **data**, including any amount pertaining to the value of such **data**

regardless of any other cause or event contributing concurrently or in any other sequence thereto.

This shall not exclude subsequent **damage** to **insured property** where such **damage** is caused by any of the following **Defined Events** which directly results from a **Cyber Incident** or a **Cyber Act** unless otherwise excluded by this **policy**:

Defined Events shall mean the following covers unless otherwise excluded by this **Policy**:

Fire, Lightning, Aircraft, Explosion, Earthquake, Riot and malicious vandalism (but only where involving physical force or violence), Storm or Flood, Escape of water, Impact, Sprinkler Leakage or Theft

Disease (except Liability Insurance)

- A) Subject to clause B) and notwithstanding anything in this **policy** to the contrary this **policy** does not cover loss (whether physical or otherwise), destruction, or damage, or costs or expenses, directly or indirectly occasioned by, arising from, caused by, or in any way attributable to:
 - (i) any form of pathogen or microorganism including but not limited to virus, bacteria, fungi and parasites, or
 - (ii) any disease arising from any such pathogen or microorganism, or
 - (iii) the threat or fear (actual or perceived) of (i) or (ii)
- B) Clause A) does not exclude any cover otherwise provided by this **policy** for **damage** to **insured property** which itself results from a **Defined Events** caused by any of sub-clauses A) (i) to (iii)

For the purposes of this clause a **Defined Event** shall mean the following only unless otherwise excluded by this **policy**:

Fire, Explosion, Lightning, Aircraft, Explosion, Earthquake, Riot and malicious persons, Storm or Flood, Escape of water, Impact, Sprinkler Leakage or Theft

Existing And Deliberate Damage

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

Terrorism

All losses arising under this policy that occur in the Geographical Limits, the proximate cause of which is an **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.

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.

Act of Terrorism	Acts of persons acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of Her Majesty's government in the United Kingdom or any other government de jure or de facto.
Amount Insured	The most we will pay for each insured item as shown in the schedule. Unless we say otherwise, the amounts apply to each incident of loss will be automatically restored to the full amount after we pay a claim provided you carry out our recommendations to prevent further loss or damage.
Asbestos	Crocidolite, amosite, chrysotile, fibrous actinolite, fibrous anthophyllite, or fibrous tremolite or any mixture containing any of those minerals
Asbestos Containing Materials	Any material containing asbestos or asbestos dust
Asbestos Dust	Fibres or particles of asbestos
Computer System	Any computer, hardware, software, communications system, electronic device (including, but not limited to, any smart phone, laptop, tablet, or wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, Data Processing Media , networking equipment or back up facility, whether owned or operated by you or by any other party.
Confiscation	Confiscation, nationalisation, requisition or destruction of or damage to property by or under the order of any government or public or local authority.
Cyber Act	An unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System .
Cyber Incident	A) any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System ; or B) any partial or total unavailability or failure or series of related partial or total unavailabilities or failures to access, process, use or operate any Computer System .
Cyber Loss	Any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident .
Damage	Physical loss, destruction, damage or theft
Damaged	Physically lost, destroyed damaged or stolen
Data	Any data of any sort, including without limitation tangible or intangible data, and any programs or software, bandwidth, cryptographic keys, databases, documents, domain names or network addresses or anything similar, files, interfaces, metadata, platforms, processing capability, storage media, transaction gateways, user credentials, websites, or any other information whatsoever.
Data Processing Media	Property on which Data can be stored but excluding the Data itself.
Endorsement	A change to the terms of the policy .
Event	One occurrence or all occurrences of a series consequent on or attributable to one source or original cause.
Excess	The amount you must bear as the first part of each agreed claim.
Family	You , your partner any of your relatives that permanently live with you , and any of your domestic employees .
Geographical Limits	UK and Europe
Injury	Bodily injury, mental injury, death, disease or illness

Insured Property	<ul style="list-style-type: none"> a) Musical Instruments b) Movable property including property on permanent or long term loan to any individual member c) Musical Scores including temporarily hired or borrowed d) Items on short term loan e) Electronic music equipment including portable computers used for the purpose of making music f) Musical Accessories
Nuclear risks	<ul style="list-style-type: none"> a) Any sort of nuclear material, nuclear reaction, nuclear radiation or radioactive contamination; 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; c) all operations carried out on any site or premises on which anything in a. or b. above is located.
Period of insurance	The time for which this policy is in force as shown in the schedule.
Policy	This insurance document and the schedule, including any endorsements .
Terrorism	<p>In Great Britain and Northern Ireland:</p> <p>acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty's government in the United Kingdom or any other government de jure or de facto.</p> <p>In so far that the insurance by this Policy is extended to include any situation elsewhere than in Great Britain and Northern Ireland Terrorism means:</p> <p>any act including but not limited to the use of force or violence or the threat of any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government committed for political, religious, ideological or similar purposes including the intention to:</p> <ul style="list-style-type: none"> 1) influence any government or any international governmental organisation or 2) put the public or any section of the public in fear. <p>In any action, suit or other proceedings where the Company alleges that by reason of this exclusion any damage or loss resulting from damage is not covered by this policy the burden of proving that such damage or loss is covered shall be upon you</p>
War	War, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power.
We/us/our/The Company	The insurers named in the schedule.
You/your/yourself	The insured named in the schedule and any member of your family .

Property Damage Insurance - 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 United Kingdom 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 **events** 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** 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 by **you**
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 **you** 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**)

1. 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

- A) the defence of criminal proceedings brought or
- B) 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.

Your privacy is important to us and we are committed to keeping it protected. We have created this Customer Privacy Notice which will explain how we use the information we collect about you and how you can exercise your data protection rights. This Privacy Notice will help you understand the following:

Who are we?

We are Royal & Sun Alliance Insurance Ltd (RSA), a member of the RSA Group of companies. We provide commercial and consumer insurance products and services under a number of brands.

Why do we collect and use your personal information?

As an insurer, we need your personal information to understand the level of insurance cover you require. We'll use this information (e.g. your name, address, telephone number and email address) to communicate with you and if you have agreed.

We need to use your information to create a quote for you, allowing you to buy insurance products from us. When buying a product from us, you'll also need to provide us with details about the items you wish to be covered by the insurance.

We may need to check your information with external companies/organisations (e.g. the DVLA, the Motor Insurance Database, credit reference agencies and criminal conviction checks.) When buying certain products, sometimes we will ask for special categories of personal data (e.g. driving offences for motor insurance, medical records in case of injury).

Once you become a customer, we'll need to take your payment details to set up your cover. This could be direct debit, credit or debit card information.

If you need to claim against your insurance policy, we will need to collect information about the incident and this may be shared with other selected companies to help process the claim. If other people are involved in the incident, we may also need to collect additional information about them which can include special categories of personal data (e.g. injury and health data).

In submitting an application, we may be provided with equivalent or substantially similar information relating to other proposed beneficiaries under the policy. You agree that you will bring this Privacy Notice to the attention of each beneficiary at the earliest possible opportunity.

Data protection laws require us to meet certain conditions before we are allowed to use your personal information in the manner described in this Privacy Notice. To use your personal information, we will rely on one or more of the following grounds:

- **Performance of contract:** We need to use your personal information in order to provide you with the policy (which is a contract of insurance between you and us), and perform our obligations under it (such as making payments to you in respect of a claim made under the policy).
- **Consent:** In certain circumstances, we may need your consent unless authorised by law in order to use personal information about you which is classed as "special categories of personal data".
- **Necessity to establish, exercise or defend legal claim:** If you, or we, bring a legal claim (e.g. a court action) against the other, we may use your information in either establishing our position, or defending ourselves in relation to that legal claim.
- **Compliance with a legal obligation:** Where laws or regulations may require us to use your personal information in certain ways.
- **Legitimate Interests:** We will also process your personal information where this processing is in our "legitimate interests". When relying on this condition, we are required to carry out a balancing test of our interests in using your personal information (for example, carrying out analytical research), against the interests you have as a citizen and the rights you have under data protection laws. The outcome of this balancing test will determine whether we can use your personal information in the ways described in this Privacy Notice. We will always act reasonably and give full and proper consideration to your interests in carrying out this balancing test.

Where else do we collect information about you?

We will receive details about you from other people or companies. For example:

- Given to us by someone who applied for an insurance product on your behalf (e.g. an insurance broker) where you have given them the permission to do so; or
- Lawfully collected from other sources (e.g. Motor Insurance Database, Claims and Underwriting Exchange or fraud prevention databases) to validate the information you have provided to us.

We request those third parties to comply with data protection laws and to be transparent about any such disclosures. If you would like some further information, please contact us.

Will we share your personal information with anyone else?

We do not disclose your information outside of the RSA Group except:

- Where we need to check

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

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

Emergency repairs

Should emergency repairs be needed to your property, we will put you in touch with a tradesperson 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 Ltd (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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