

Members' Handbook 2020/21

Musicians'
Union



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MU Members' Insurance Benefits

MU provides a comprehensive range of insurances as a benefit of membership.

The following information is a summary of the covers provided and in all cases, members should refer to the full policy details published on the MU website.

The Musicians' Union £2,000 Musical Instrument and Equipment Insurance Scheme summary - (MU £2k cover)

This is a benefit of membership providing eligible members with £2,000 of musical instrument and equipment cover, anywhere in the world. To obtain cover, members must register and receive a Policy and Schedule by visiting muinsure.com. Additional Cover

on items over £2,000 up to £150,000 at discounted rates can also be purchased at muinsure.com

Once registered, members will receive annually an email with the up-to-date terms and conditions of cover.

Important note:

MU Additional Cover replaces the MU £2K Cover in return for which you will receive the appropriate premium discount. Once MU Additional Cover is purchased on specified instruments members will not be able to claim for miscellaneous instruments and equipment under the MU £2K cover.

MU £2K Cover

Every player, performer and writer is aware of the crucial role that instruments and equipment play in their creative life. The loss, damage or theft of an essential instrument or piece of kit not only prevents a musician from earning a living but also has an emotional and personal impact which cannot be valued in financial terms alone. Recognising the importance of such tools of the trade, the MU has established a benefit which offers every paid-up member access to £2,000 worth of musical instrument and related equipment cover anywhere in the world. To obtain this cover, simply visit muinsure.com to register for cover.

Introduction

This is a summary only. For definitive information on policy cover, terms and exclusions please refer to the policy wording.

Name of the insurer

This policy is underwritten by Allianz Insurance plc. Hencilla Canworth Ltd

(Hencilla) manages this policy on behalf of the Musicians' Union and its members.

Eligibility

All subscription paying members of the Musicians' Union permanently residing in England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands who have registered for this cover.

Demands and needs

This policy meets the demands and needs of eligible members of the Musicians' Union who have registered for cover that wish to protect their own musical Instruments and equipment up to £2,000 against loss, accidental damage or theft, subject to the terms and conditions of this policy. Instruments and equipment must be owned by the Musicians' Union member.

Policy cover

Members' own musical instruments and equipment will be insured against loss, damage or theft up to £2,000

subject to the terms and conditions of the policy. The policy also covers up to £200 for instrument hire costs in the event of a valid claim. Instruments and equipment must be owned by the Musicians' Union member.

Duration of insurance

The policy runs for 12 months from 1 September and is annually renewable by the MU.

Territorial limits

Worldwide provided the members is usually resident within the England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands.

What is not insured

1. The first £100 of any claim or the first £350 of any claim for laptops, personal computers or tablets.
2. For each member of the Musicians' Union more than £2,000 in a 12-month period from the date of loss, or more than £4,000 in a rolling 5 year period, from the 1 January 2020, these limits exclude hire charges.
3. For each member of the Musicians' Union more than:
 - a. £200 for each claim to hire instruments and equipment, and
 - b. £500 for the combined costs of all hire of instruments and equipment during the period of insurance.
4. Any amount for hiring replacement instruments and equipment unless you provide written confirmation showing why you need to hire a replacement instrument.
5. Theft, or damage caused by attempted theft, from the premises the instruments and equipment are kept when the premises is left unattended, unless:
 - a. All external doors are locked, and
 - b. All external windows are closed and latched.
6. Theft or damage to any instruments and equipment whilst left in an unattended vehicle, unless that vehicle is of the fully enclosed type (not a soft top or convertible vehicle) and provided that whilst left in an unattended vehicle you had hidden it from view in the vehicle (for example, in a glove compartment or boot), locked the vehicle, with all windows and sunroofs closed, and used all available security systems.
7. Breakage of strings, reeds and/or drumheads.
8. Loss or damage arising from:
 - a. Wear and tear, deterioration or any gradually operating cause.
 - b. An inherent or latent defect.
 - c. Wet or dry rot, mould, mildew, fungus, rust or corrosion.
 - d. Insects, vermin or woodworm.
9. Loss or damage arising from:
 - a. Faulty design or workmanship or the use of faulty or unsuitable materials.
 - b. Any commercial process of cleaning, dyeing, maintenance, repairing, restoration or servicing.
 - c. Electronic, electrical or mechanical breakdown, failure or derangement.
 - d. Any form of virus.
10. Loss or damage arising from:
 - a. Any form of transit by air unless the property insured is securely packed in a suitable protective musical instrument case, or has been packed by a professional transit or removal company.
 - b. Any form of postal or similar transit unless the property insured is securely packed in a suitable protective musical instrument case or other suitable protective container.
11. Loss or damage arising from:
 - a. Climatic and atmospheric conditions, changes in air pressure and extremes of temperature.
 - b. Effects of sunlight, fading, changes in colour, texture or finish.
 - c. Dampness, dryness, shrinkage or contamination.
12. Any costs suffered as a result of not being able to use the instruments and equipment.
13. Any costs incurred in matching any parts of a set or a collection not involved in a claim.
14. Theft by any person or persons to whom the instruments and equipment are entrusted or loaned.
15. Any loss or damage caused by the failure of any electrical or computer equipment, software, micro-controller, microchip, accessories or associated equipment, to correctly recognise and process any calendar date or time.
16. Costs or damage by confiscation or detention or nationalisation or requisition by Customs or other officials or legal authorities.

17. Loss or damage happening in connection with an earthquake or a volcanic eruption.
18. Loss or damage 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 any nuclear components of such assembly.
 - c. Pressure waves caused by aircraft and other aerial devices.
 - d. Any chemical, biological, bio-chemical or electromagnetic weapon.
19. Loss or damage due to war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
20. Loss, damage, cost or expense of whatever nature directly or indirectly caused by, resulting from, or in connection with, any act of terrorism, regardless of any other cause or event contributing at the same time or in any other sequence to the loss. An 'act of terrorism' means the use, or threatened use of biological, chemical or nuclear force by any person or group of people, whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed to political, religious, ideological or similar purposes including the intention to influence any government or to put the public or any section of the public in fear.
21. Travel, delivery, postage or courier costs in the event of a claim, such as transporting the item to a repairer.
22. The cost of any estimate or quotation to replace and/or repair the instruments and equipment.
23. Unexplained theft.
24. Unexplained loss within your residence.
25. Loss or damage to a mobile phone and the data held on it.
26. Cover under this policy if you are entitled to claim under the MU Additional Cover Musical Instrument and Equipment Scheme.

Special conditions

1. Precautions – You must keep the instruments and equipment in a

good state of repair and take all reasonable precautions to prevent accidents, theft, loss or damage. If there is a disagreement between you and us as to what reasonable precautions are, the details will be referred to a specialist body mutually agreed upon.

2. Musicians' Union Membership: This insurance cover is only in force if:
 - a. Musicians' Union have renewed this policy,
 - b. You are a Musicians Union member, and
 - c. You are registered to have this cover. If you do not pay your membership fees this cover will automatically stop when your Musicians' Union membership ends.

Airline claims

In the event that the instruments and equipment are lost, stolen or damaged during air travel you must: i) Report any damage or loss as soon as possible to the relevant airline staff and comply with any instructions they give, ii) Obtain a property irregularity report or damage report from the airline, iii) Retain your baggage-check ticket and tag(s).

Making a claim

As soon as possible you must: Notify Hencilla (please see 'Customer Service' for full contact details) of any occurrence which may result in a claim and provide further details which may be required. Notify the police of any loss or damage by theft, attempted theft or malicious damage or if the property is lost whilst away from your normal place of residence. You must not make any admission of liability without our consent and we are entitled to take over and conduct in your name any negotiations or legal action in connection with a claim under this policy. You must provide evidence of value and ownership or legal responsibility if requested by us to enable us to settle your claim. As a service to clients it is usually possible for us to settle any repair/replacement invoices direct with the repairer/retailer; therefore, avoiding the need for you to settle the invoice yourself.

Customer service/complaints

If you have a question about your insurance or wish to make a complaint

please contact: Hencilla Canworth Ltd,
Simpson House, 6 Cherry Orchard Road,
Croydon CR9 6AZ, Telephone 020 8686
5050.

MU insurance – general contract disclosure

You will not receive any advice or recommendations in connection with these insurances. The covers provided are available to qualifying members of the MU as a benefit of membership. Each Insurance product has been negotiated by Hencilla on behalf of the MU with the Insurer selected being the sole provider of each policy. Hencilla receives a commission from the insurers for arranging this cover. In sourcing and placing your policy, Hencilla acts as the agent of the Insurer.

Fair processing of your data

How Hencilla processes members personal data is detailed within the Hencilla Privacy Notice which is available on request or by visiting:

hencilla.co.uk/Documents/HC_Privacy_Notice.pdf

The Musicians' Union Members' Public And Products Liability Insurance Scheme

This is a benefit protecting MU members against legal liability for damages following injury to a third party person(s) (not your employee) or damage to property whilst performing or teaching.

Employers, local authorities and venues commonly require written evidence that musicians are insured against Public Liability before they are able to perform. Public Liability Insurance is provided by the Musicians' Union to a limit of indemnity of £10 million per individual member.

Band leaders engaging other musicians, performers or technicians etc (where there is a master/servant relationship and not a collaboration between equal parties) may require employers' liability insurance and should also obtain additional public liability insurance. Hencilla is able to provide this cover at www.showtimeinsurance.co.uk if required.

Introduction

This is a summary only. For definitive information on policy cover, terms and exclusions please refer to the policy wording.

Name of the insurer

This policy is underwritten by AVIVA. Hencilla Canworth Ltd manages this policy on behalf of the Musicians' Union and its members.

Eligibility

Individual subscription paying members of the Musicians' Union permanently residing in England, Scotland, Wales, Northern Ireland, the Isle of Man, the Channel Islands.

Demands and needs

This benefit of membership meets the demands and needs of individual members that wish to protect against the financial consequences of claims against them for bodily injury of any person not your employee or damage to property

whilst performing either solo or as part of a group/ band/orchestra and/or whilst teaching in a public or private place (including at home).

Policy cover

This policy provides cover in respect of legal liability to pay compensation and costs/expenses for:

- Accidental personal injury to any person not your employee
- Accidental damage to third party Property
- Obstruction, trespass, nuisance or interference with any right of way, air, light or water which arises in connection with The Business and which happens during the Period of Insurance and within the Territorial Limits. The limit of indemnity will be £10,000,000 any one claim (any one period in respect of Products liability) with costs being paid in addition other than claims first made in USA or Canada.

The business

This policy is only operative whilst the individual member of the MU is performing, rehearsing, auditioning or composing, either solo or as part of a group, band or orchestra, and/or whilst teaching or mentoring in the field of music, either at the member's own home or any other place and in transit thereto and therefrom, including the setting up and dismantling of equipment, and/or individual registered members of the Musicians' Union whilst setting up, operating and dismantling sound or lighting equipment at ground level only. The Business includes the ownership, use and upkeep of your premises.

Territorial limits

Anywhere in the world provided that you are resident in the in England, Scotland, Wales, Northern Ireland, the Isle of Man, the Channel Islands.

Duration of insurance

The policy runs for 12 months from the 1 January and is annually renewable by the MU.

Additional clauses

The following clauses apply subject otherwise to the terms and conditions shown in the Policy.

Additional Activities, Buildings Temporarily Occupied, Consumer Protection Act 1987 and Food Safety Act 1990, Contractual Liability, Corporate Manslaughter and Corporate Homicide Act 2007, Cross Liabilities, Data Protection, Defective Premises, Employees' and Visitors' Personal Belongings, Health and Safety Legislation, Hired or Rented Premises, Motor Contingent Liability, Overseas Personal Liability and for Payment for Court Attendance.

What is not insured

1. Personal Injury to any Employee.
2. The ownership, possession or use of any:
 - (a) aircraft, aerial device or hovercraft,
 - (b) watercraft exceeding eight metres in length,
 - (c) motor vehicle, trailer or plant in circumstances where compulsory insurance or security is required by any road traffic legislation.
3. Damage to Property which you own or which is loaned, leased, hired or rented to you or which you hold in trust or is in your custody or control.
4. Damage to or the cost incurred by anyone in repairing, removing, replacing, reapplying, rectifying or reinstating any products supplied.
5. Recalling or making refunds in respect of products supplied.
6. Advice, instruction, consultancy, design, formula, specification, inspection, certification or testing performed or provided separately for a fee or under a separate contract.
7. The carrying out of any work, or any products supplied, which affects or could affect:
 - (a) the navigation, propulsion or safety of any aircraft or other aerial device,
 - (b) the safety or operation of nuclear installations.
8. Pollution or contamination other than caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance.

All Pollution or contamination which arises out of one incident will be deemed to have happened at the time such incident takes place.
9. (a) work in or on and travel to, from or within,
 - (b) products supplied to: any offshore
 - (i) accommodation, exploration, drilling or production rig or platform;
 - (ii) support vessel.
10. Liquidated damages, penalty clauses, fines, or aggravated, restitutionary, punitive or exemplary damages or any additional damages resulting from the multiplication of compensatory damages or other non-compensatory damages.
11. Liability imposed on you solely by reason of the terms of any contract conditions or agreement in connection with products supplied.
12. The first £100 of a property damage claim, increasing to £250 for Hired or Rented Premises.
13. The use of pyrotechnics explosives or any special effects involving fire or explosion.
14. (a) exposure to,
 - (b) inhalation of,
 - (c) fears of the consequences of exposure to or inhalation of,
 - (d) the costs incurred by anyone in repairing, removing, replacing, recalling, rectifying, reinstating or managing (including those of any persons under any statutory duty to manage) any property arising out of the presence of: asbestos including any product containing asbestos.
15. Any liability arising directly or indirectly from, or in connection with, or consisting of any loss, destruction or damage, failure or loss of data resulting directly or indirectly from or in connection with:
 - (a) virus or similar mechanism,
 - (b) denial of service attack,

- (c) unauthorised access to or use of computer and electronic equipment.
- 16. The consequences of terrorism, war, nationalisation and nuclear contamination.
- 17. Products supplied to North America or Canada.
- 18. The failure of any electronic circuit, microchip or the like.
- 19. Errors, omissions, misstatements or neglects in any advice given by You or on Your behalf
 - (a) plan, survey report, certificate or any similar document,
 - (b) design, formula, instruction or specification,
 - (c) computer program prepared by, or on behalf of, The Insured.

Policy conditions

Reasonable precautions and maintenance of property

Members must:

- (1) maintain all premises and equipment, including fire extinguishing and security equipment, in a continuous satisfactory state of repair and in full working order in accordance with the manufacturer's instructions and servicing requirements.
- (2) take all reasonable precautions to prevent loss, destruction or damage to the property insured and accident or injury to any person or loss, destruction or damage to their property.
- (3) conduct The Business in a lawful manner, complying with all legal requirements and safety regulations.
- (4) keep a record of purchases and sales.

Claims procedure

If in relation to any claim You have failed to fulfil any of the following conditions, You will lose Your right to indemnity or payment for that claim.

You must:

- (1) Notify Hencilla/Insurers immediately of any event or occurrence which may result in a claim.
- (2) notify the police immediately of loss, destruction or damage caused by malicious persons or thieves.
- (3) at Your expense, provide Us with a written claim containing as much information as possible of the loss, liability, destruction, damage, accident or injury, including the amount of the claim within 30 days.

- (4) pass to Insurers unanswered, immediately, all communications from third parties in relation to any event which may result in a claim under this policy.
- (5) not admit or repudiate liability, nor offer to settle, compromise, make payment which may result in a claim or pay any claim under this policy without Our written agreement.
- (6) allow Us to take over and conduct in Your name the defence or settlement of any claim. You will also allow Us to prosecute at Our own expense and for Our own benefit, any claim for indemnity or compensation against any other person and You must give Us all information and assistance required.

Customer service/complaints

If you have a question about your insurance or wish to make a complaint please contact: Hencilla Canworth Ltd, Simpson House, 6 Cherry Orchard Road, Croydon CR9 6AZ, Telephone 020 8686 5050.

MU insurance – general contract disclosure

You will not receive any advice or recommendations in connection with these insurances. The covers provided are available to qualifying members of the MU as a benefit of membership. Each Insurance product has been negotiated by Hencilla on behalf of the MU with the Insurer selected being the sole provider of each policy. Hencilla Canworth Ltd receives a commission from the insurers for arranging this cover. In sourcing and placing your policy, Hencilla acts as the agent of the Insurer.

Fair processing of your data

How Hencilla processes MU members personal data is detailed within the Hencilla Privacy Notice which is available on request or by visiting:

[hencilla.co.uk/Documents/HC_Privacy_Notice.pdf](https://www.hencilla.co.uk/Documents/HC_Privacy_Notice.pdf)

THE MUSICIANS' UNION MEMBERS' PERSONAL ACCIDENT SCHEME

All subscription paying members of the Musicians' Union under 80 years of age and resident in the UK are insured for specified financial benefits in the event of disability following an accident. Please note that reduced benefits apply to those under 18 years of age. The cover provided is summarised below.

Should you or one of your family have an accident, we also recommend that you contact the Thompsons' Accidents Plus helpline. See p38 of this *Handbook* for details.

Introduction

This is a summary only. For definitive information on policy cover, terms and exclusions please refer to the policy wording.

Name of the insurer

This policy is underwritten by AVIVA. Hencilla Canworth Ltd (Hencilla) manages this policy on behalf of the Musicians' Union and its members.

Eligibility

Individual registered members of the Musicians' Union under 80 years of age, permanently residing in England, Scotland, Wales, Northern Ireland, the Isle of Man, the Channel Islands who are up to date with their subscriptions.

Demands and needs

This benefit of Musicians' Union membership meets the demands and needs of individual members that wish to receive specified financial benefits in the event of disability following an insured accident.

Policy cover

Members will receive £125 for each week of Temporary Total Disablement or up to £20,000 for an injury considered Permanent Total Disablement or results in Loss of Life following an insured Accident. The weekly benefits are payable for a maximum 52 weeks excluding the first two weeks.

Members 17 years old or younger received reduced benefits.

The policy also provides certain benefits for medical expenses, coma benefit, disability assistance, hospitalisation and funeral expenses following an accident covered by the policy. 'Accident' means a sudden, unexpected, unusual, specific incident.

Operative time

At any time other than whilst engaged in a non-Musicians' Union Occupation.

Duration of insurance

The policy runs for 12 months from the 1st September and is annually renewable by the MU.

Territorial limits

Worldwide provided the members is usually resident within the England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands.

What is not insured

- 1) the Insured Person engaging in any kind of flying other than as a passenger.
- 2) the Insured Person being a full time member of the armed forces of any nation or international authority or a member of any reserve forces called out for permanent service.
- 3) the Insured Person committing or attempting to commit suicide or intentionally inflicting self injury.
- 4) the Insured Person(s) own criminal act.
- 5) the Insured Person being in a state of insanity.
- 6) any claim incurred in any country destination or region in respect of which the advice of the British Government or the government of the Insured Person(s) Country of Residence (if different) at the time the trip was booked was "against all travel to".
- 7) Accidental Bodily Injury directly or indirectly caused by the Insured Person suffering from:
 - a) any gradually operating cause;

- b) any naturally occurring condition or degenerative process;
- c) Sickness or disease (unless resulting directly from Accidental Bodily Injury).

Policy conditions

Members must take all reasonable precautions to prevent accident or injury to any person or loss or destruction of, or damage to, their property and must comply with all legal requirements and safety regulations and conduct the Business in a lawful manner.

Claims must be notified as soon as reasonably practicable and no later than 60 days from the date of accident.

Making a claim

As soon as possible you must: Notify Hencilla (please see 'Customer Service' for full contact details) of any occurrence which may result in a claim and provide further details which may be required.

Customer service/complaints

If you have a question about your insurance or wish to make a complaint please contact: Hencilla Canworth Ltd, Simpson House, 6 Cherry Orchard Road, Croydon CR9 6AZ, Telephone 020 8686 5050.

MU insurance – general contract disclosure

You will not receive any advice or recommendations in connection with these insurances. The covers provided are available to qualifying members of the MU as a benefit of membership. Each Insurance product has been negotiated by Hencilla on behalf of the MU with the Insurer selected being the sole provider of each policy. Hencilla Canworth Ltd receives a commission from the insurers for arranging this cover. In sourcing and placing your policy, Hencilla acts as the agent of the Insurer.

Fair processing of your data

How Hencilla processes MU members personal data is detailed within the Hencilla Privacy Notice which is available on request or by visiting:

hencilla.co.uk/Documents/HC_Privacy_Notice.pdf

MUSICIANS' UNION MUSIC TEACHERS/LECTURERS' PROFESSIONAL INDEMNITY INSURANCE SUMMARY

Introduction

This is a summary only. For definitive information on policy cover, terms and exclusions please refer to the policy wording.

Name of the insurer

This policy is underwritten by AVIVA Insurance Ltd. Hencilla Canworth Ltd (Hencilla) manage the policy.

Eligibility

Members of the Musicians' Union (MU) permanently resident in Great Britain, Northern Ireland, the Isle of Man and the Channel Islands. Note: You must maintain your subscription payments to the Musicians' Union for cover to remain operative.

The business

This policy is only operative whilst you are lecturing and teaching music.

Demands and needs

This policy meets the demands and needs of individual members that wish to protect against the financial consequences of liability claims resulting from errors and omissions arising from the teaching or lecturing of music.

Duration of insurance

The policy runs for 12 months from the 1st January and is annually renewable by the MU.

Territorial limits

Worldwide provided that you are permanently resident in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

Policy cover

This policy will indemnify You in respect of any Claim arising out of the conduct of Your Business as a music teacher or lecturer, first made against You during the Period of Insurance and notified in accordance with the Claims Conditions, for any civil liability including claimant's costs and expenses arising from any negligent act, negligent error or negligent

omission committed by You including the loss of or damage to Documents.

Limit of indemnity

The limit of indemnity is £1,000,000 any one member.

What is not insured

- The first £1,000 of any claim.
- any Claim arising from a present or former Employee.
- any Claim arising from Bodily Injury of any Employee.
- any other Bodily Injury or loss of or damage to property unless arising from any actual or alleged breach of duty in the conduct of Your Business.
- any fines or penalties or any punitive, multiple, aggravated or exemplary damages where such can be identified separately within any award of any court or tribunal.
- any Claim brought by any entity **(a)** in which You exercise a controlling interest **(b)** which exercises a controlling interest over You.
- any Claim made against You solely in Your capacity as a director, officer or trustee unless arising from an alleged breach of professional duty in the conduct of Your Business.
- any Claim or loss arising from any plan, programme or scheme established or maintained to provide benefits to You or any Employee.
- any Claim or loss arising directly or indirectly from or caused by the ownership, possession or use, by You or on Your behalf, of any aircraft, watercraft, hovercraft, motor vehicle or trailer.
- any Claim or loss arising directly or indirectly from or caused by **(a)** the ownership, possession or use, by You or on Your behalf, of any buildings, structures, premises or land, or **(b)** that part of any building leased, occupied or rented by You, or **(c)** any other property (mobile or immobile) belonging to You.

- any Claim or loss arising from any dishonest or fraudulent act or omission
 - (a)** committed by any person after the discovery, in relation to that person, of reasonable cause for suspicion of any dishonest or fraudulent act or omission
 - (b)** unless Your annual accounts have been prepared or certified by an independent and properly qualified accountant or auditor.
- any Claim or loss arising from any defamation unless You can show that it was committed by You in good faith.
- any Claim or loss arising out of liability assumed by You under any contractual agreement, warranty, Collateral Warranty or Duty of Care Agreement whereby You assumed a standard of care greater than that reasonably expected of Your profession.
- any Claim or loss arising directly or indirectly from or caused by Pollution.
- any Claim or loss arising directly or indirectly from, in consequence of, contributed to or aggravated by asbestos in whatever form or quantity, whether alleged or actual.
- any Claim or loss arising out of or relating directly or indirectly to Your insolvency or bankruptcy.
- any Claim or loss arising from any trading losses or trading liabilities incurred by any business managed by or carried on by You.
- any liability arising from
 - (a)** the defective workmanship of any construction, installation, repair, alteration or maintenance work
 - (b)** any manufacturing defect in any goods or products supplied by You.
- any Claim or loss arising directly or indirectly from or caused by any work undertaken by You or on Your behalf prior to any retroactive date stated on the Schedule.
- any Claim or loss where You are entitled to indemnity under any other policy except in respect of any excess beyond the amount which would have been payable under such insurance had this policy not been effected.
- any Claim, circumstance that might give rise to a Claim, or loss which
 - (a)** has been notified under any other insurance attaching prior to the inception of this policy
 - (b)** You were or should, after

reasonable enquiry, have been aware of prior to the inception of this policy.

- any Claim instituted or pursued in the United States of America or Canada.
- any Claim arising from any computer virus or any other computer program or code.
- any liability arising from nuclear radiation and the like.
- any Claim arising from war or civil commotion.
- Terrorism.
- any Claim or loss arising from any loss of or damage to Documents which are stored on a Computer System unless such Documents are backed up with the intention that in the event of loss or damage the back up can be used as the basis for restoring the Documents to their original status.

Claims conditions

Members must give written notice of any claim or circumstance that may give rise to a claim (regardless of the policy excess) immediately and during the current period of insurance and no later than the 31st December of each year to: **kevin.harding@hencilla.co.uk** and: The Senior Claims Manager Aviva Corporate and Speciality Risk, Level 18, St Helen's, 1 Undershaft, London EC3P 3DQ, Telephone 020 7157 2569.

You must not admit liability for or settle any Claim or incur any related costs or expenses without the consent of insurers.

Customer service/complaints

If you have a question about your MU insurance (other than Family motor) please contact: Hencilla Canworth Ltd (Hencilla), Simpson House, 6 Cherry Orchard Road, Croydon CR9 6AZ, Telephone 020 8686 5050.

If you are dissatisfied with any aspect of the handling of your insurance contact Hencilla Canworth on 020 8686 5050.

MU insurance – general contract disclosure

You will not receive any advice or recommendations in connection with these insurances. The covers provided are available to qualifying members of the MU as a benefit of membership. Each Insurance product has been negotiated by Hencilla on behalf of the MU with the

Insurer selected being the sole provider of each policy. Hencilla Canworth Ltd receives a commission from the insurers for arranging this cover. In sourcing and placing your policy, Hencilla acts as the agent of the Insurer.

Fair processing of your data

How Hencilla processes MU members personal data is detailed within the Hencilla Privacy Notice which is available on request or by visiting:

hencilla.co.uk/Documents/HC_Privacy_Notice.pdf

MUSICIANS' UNION MEMBERS' TAX INVESTIGATION INSURANCE SUMMARY

Introduction

This is a summary only. For definitive information on policy cover, terms and exclusions please refer to the policy wording.

Name of the insurer

This policy is underwritten by Markel Insurance Co Ltd via Markel Tax (formerly known as Abbey Tax) and arranged by Hencilla Canworth Ltd.

Eligibility

Members of the Musicians' Union (MU) permanently resident in Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

Note: You must maintain your subscription payments to the Musicians' Union for cover to remain operative.

Demands and needs

This policy meets the demands and needs of individual members that wish to protect against the financial consequences of a Tax Investigation or VAT investigation.

Policy cover

This policy provides fee reimbursement of up to £100,000 in the event that one of the following HM Revenue & Customs (HMRC) investigations or disputes occurs in connection with a member's activities as a musician trading as a sole trader, partnership or Ltd company.

Code of Practice 8 enquiries (£5,000 limit of indemnity) and Inheritance Tax enquiries (£5,000 limit of indemnity).

HMRC Enquiries and Disputes

(i) Business Self Assessment Full Enquiry

A Full Enquiry by HMRC into a members Self Assessment Return following the issue of a Notice under – S9a or S12AC of the Taxes Management Act 1970; or – Paragraph 24(1) Schedule 18 Finance Act 1998 together with a request to examine all of your business books and records.

(ii) Personal Self Assessment Full Enquiry

A Full Enquiry by HMRC into a members Self Assessment Return following the issue of a Notice under – S9a of the Taxes Management Act 1970 into their non-business tax affairs, for example into rental income and/or interest received. This will be accompanied with a request to examine all of the prime documents.

(iii) Income Tax Self Assessment Aspect Enquiry

An Enquiry by HMRC which is restricted to one or more specific aspects of a members Self Assessment Return following the issue of a Notice under – S9a or S12AC of the Taxes Management Act 1970.

(iv) Corporation Tax Self Assessment Aspect Enquiry

An Enquiry by HMRC which is restricted to one or more specific aspects of a members Self Assessment Return following the issue of a Notice under – Paragraph 24(1) Schedule 18 Finance Act 1998.

(v) Employer Compliance Dispute

– A Dispute which takes place after HMRC have indicated an expression of dissatisfaction with the Designated Client's PAYE, CIS, and/or NIC affairs following an Employer Compliance visit by HMRC or following an expression of

dissatisfaction with a members P11Ds or P9Ds.

(vi) IR35 Dispute

A Dispute which takes place when HMRC challenge the status of a members contract for services and invokes the IR35 legislation following either – the issue of a Notice under Paragraph 24(1) Schedule 18 Finance Act 1998; or – an HMRC Employer Compliance visit; or the issue of a 'Check of Employer Records Letter'.

(vii) VAT Dispute

A Dispute which takes place – following a VAT control visit where a written decision, assessment or statement of alleged arrears is received from HMRC into a members Value Added Tax Return; or – following the receipt of a notice of VAT default surcharge, misdeclaration or late registration penalty.

(viii) Schedule 36 Pre Dispute

A written request by HMRC under Sch36 FA2008 to inspect business records, assets or premises, including – inspections undertaken to ensure compliance with VAT and PAYE regulations – inspections undertaken in relation to the operation of the Construction Industry Scheme. In the case of a personal taxpayer a request for the production of documentation to check their Income Tax position.

(ix) Code of Practice 8 Enquiries

HMRC Enquiries commenced under S94 or 12AC of TMA 1970 or Paragraph 24 (1) Schedule 18 FA 1998 accompanied by and conducted under HMRC's Code of Practice 8 procedures. Provided that at conclusion of the enquiry no material omissions were identified and/or a member was not found guilty of fraud or any fraudulent intent.

(x) National Minimum Wage Pre Dispute

A written request by HMRC to inspect/ check business records, including – inspections undertaken to ensure compliance with the National Minimum Wage Act – requests for documents and particulars prior to the issue of an assessment of arrears or notice of underpayment.

(xi) Inheritance Tax Enquiries

Enquiries by HMRC into Inheritance Tax Returns submitted to Capital Taxes Office, including – matters relating to the periodic and proportionate charges

applying to Trusts – Returns in respect of Estates of Deceased Persons provided the Policyholder holds a Probate License and submitted the IHT Return.

Duration of insurance

The policy runs for 12 months from the 1st January and is annually renewable by the MU.

Territorial limits

Enquiries and Disputes undertaken by HMRC into tax returns processed through the UK tax system.

Appointed representative

Markel Tax will appoint one of its ex-HMRC Tax Inspectors or VAT officers to deal with any enquiry or dispute on your behalf. This policy will not pay for your accountant's or tax adviser's fees unless Markel Tax specifically request that your accountant/tax adviser provides information for which a fee will be agreed in advance. Any other fees charged by your accountant/tax adviser will be the member's responsibility.

What is not insured

1. any claim made, brought or commenced outside the Territorial Limits;
2. any claim where the Professional Expenses are capable of being reimbursed under any other policy or certificate;
3. any incident, cause or event occurring prior to or existing at inception of this Policy;
4. an Enquiry under Public Notice 160 or Section 60 of the VAT Act 1994 or any matters handled by HMRC Specialist Investigations, Fraud Investigation Service, Civil Investigations of Fraud, Counter Avoidance and Criminal Investigations Sections. Also Code of Practice 9 cases and/or the defence of any tax and/or criminal prosecution;
5. any claim made where:
 - (a) Income Tax or Corporation Tax Self Assessment Returns are submitted more than 90 days after the statutory time limits, except where HMRC accept that a reasonable excuse existed for the delay; or
 - (b) a member has not notified chargeability to tax to HMRC within the statutory time limits for doing so; or
 - (c) a Return is submitted at the final

- filing date which contains provisional figures in respect of all of the trading income and expenditure;
6. an investigation arising out of a voluntary disclosure made to HMRC in respect of omitted tax, NIC or VAT liabilities which become due as a result of a members deliberate act or following an HMRC campaign where the Designated Client has made an incorrect Return to HMRC;
 7. Professional Expenses incurred before the written acceptance of a claim by Markel Tax;
 8. taxes, fines, interest or any other duties or penalties imposed or assessed upon the member by any revenue authority, court or Tribunal;
 9. any Dispute arising under the National Minimum Wage Act 1998 or Enquiries from HMRC and/or Department of Work and Pensions into a claim made by a member under the Tax Credits Act 2002;
 10. the cost of preparing and reconciling Returns, accounts, records or any other statutory returns, and the cost of professional valuations to support them. To include the reconciliation of VAT Returns to accounts, Construction Industry Scheme (CIS) Returns and Real Time Information (RTI) payment submissions.
 11. Professional Expenses incurred in respect of:
 - (a) any HMRC Enquiry into a tax planning arrangement where HMRC has allocated a Disclosure of Tax Avoidance Scheme (DoTAS) Number for inclusion on the relevant Self Assessment Return or where a DoTAS Number would have been issued but for the failure to notify HMRC of the tax planning arrangement; or
 - (b) any matter relating to bespoke tax planning outside of the normal trade such as film partnerships or film schemes, or planning involving artificially created losses or loan arrangements; or
 - (c) cases referred to the General Anti-Abuse Rules panel.

Conditions

Reasonable precautions

The member must take all reasonable measures to minimise the likelihood of a claim being made under this Policy and take all reasonable steps to minimise the cost of any claim.

Insurers' consent

Insurers' written consent must be obtained by the Policyholder before incurring Professional Expenses. This consent will be given provided Markel Tax is satisfied that there are reasonable grounds for representation and/or there are reasonable prospects of disputing HMRC's decision or allegations. In Employer Compliance, IR35 or VAT Disputes, unless Schedule 36 Pre Dispute cover has been taken out, a request for further information following an audit or control visit does not constitute a Dispute; there must be a challenge into the Designated Client's treatment of any tax, NIC or VAT matter.

Claims procedure

A claim must be notified in writing immediately the member becomes aware of any incident, cause or event which has or is likely to give rise to a claim under this Policy. Failure to notify during the period of insurance may lead to the claim being denied.

Initial notification of a claim must be made in writing by first class post, facsimile, or email, and be received by Markel Tax within the period of insurance by addressing it to:
 Markel Tax, One Mitchell Court,
 Castle Mound Way, Rugby CV23 0UY
 Tel: 0345 223 2727
 Email: deborah.leeman@markel.com
 Website: markeltax.co.uk

Customer service/complaints

If you have a question about your MU insurance please contact:
 The Customer Services Manager
 Markel Tax One Mitchell Court, Castle Mound Way, Rugby CV23 0UY Tel: 0345 223 2727 or Hencilla Canworth Ltd (Hencilla), Simpson House, 6 Cherry Orchard Road, Croydon CR9 6AZ, Telephone 020 8686 5050.

MU insurance – general contract disclosure

You will not receive any advice or recommendations in connection with these insurances. The covers provided are available to qualifying members of the MU as a benefit of membership. Each Insurance product has been negotiated by Hencilla on behalf of the MU with the Insurer selected being the sole provider

of each policy. Hencilla Canworth Ltd receives a commission from the insurers for arranging this cover. In sourcing and placing your policy, Hencilla acts as the agent of the Insurer.

Hencilla Privacy Notice which is available on request or by visiting:

hencilla.co.uk/Documents/HC_Privacy_Notice.pdf

Fair processing of your data

How Hencilla processes MU members personal data is detailed within the

Family Motoring & Accident Aftercare

A new MU benefit to help members and their families in the event of a road traffic accident, anywhere in the UK.

All road accidents are unwelcome and sorting out the claim details and making the initial report can be very stressful. And that's before you have even thought about repairing the damage to your vehicle.

Realising the importance of road travel to working musicians and their families, the MU has launched a new, free benefit, the Family Motoring & Aftercare Scheme. This aims to bring Musicians' Union members and their families the peace of mind provided by easy access to a range of practical assistance if they should become involved in a road accident in the UK, including Northern Ireland.

Policy summary

Please note that this is a summary of cover only. Please refer to the policy wording for full details of the policy cover, terms and conditions.

How it works

Administered by Shakespeare Putsmen LLP, the Family Motoring & Aftercare Scheme gives access to a range of valuable post-accident assistance with a single phone call, 365 days of the year, 24 hours a day.

Membership is not limited to just one vehicle – the Scheme covers you and your family for any vehicle that they drive or travel in as a passenger, at any time,

anywhere in the UK. Any type of car, be it mainstream or prestige and/or the van you own and use, can be repaired and replaced.

Summary of benefits

If you were not at fault, a single call to the UK call centre will take care of:

- The recovery of your damaged vehicle to an approved accident repair centre and the full management of the resulting work, without claiming on your insurance or requiring you to pay your insurance excess.
- The provision of a replacement vehicle, delivered to anywhere in the UK, on a like-for-like basis for prestige marques and on a category-equivalent basis for mainstream brands and light commercial vehicles. The Scheme has access to more than 300,000 vehicles nationwide.
- The fitting of child seats to the replacement, if required.
- All of the administration and reporting of the accident to the insurers, which will be handled by a specialist insurance-liaison team.
- Injuries sustained in the accident will be treated with physiotherapy and rehabilitation of the highest quality at a private clinic local to you. A team of

specialist road traffic accident lawyers will help you win compensation for any injuries.

- Arranging for the recovery and payment of your uninsured losses, including your hire charges, loss of earnings, damage to property and out-of-pocket expenses.

Even if you were at fault for the accident, the Scheme will:

- If required, help with the recovery process should your vehicle have been rendered un-driveable by the accident.
- Make arrangements to take the details of the accident and liaise with your insurance company or broker, as required.

Additional savings

As this free, comprehensive and easily-accessed MU membership benefit provides every service you are likely to need in the event of a UK road accident, you may be able to save yourself the cost of your existing insurer's version of this coverage.

In addition, membership of the Family Motoring & Aftercare Scheme offers access to the following savings:

- **Servicing and MOTs**
A 20% discount on already competitive rates at over 750 garages nationwide, plus a 12-month guarantee on all parts and labour.
- **Replacement tyres**
A 10% discount on already competitive rates for tyres of every type, nationwide.
- **Vehicle hire**
The best value rates on vehicle hire in the UK and 127 other countries around the world through Budget Car Hire.

Registration required

In order to benefit from this valuable Scheme, MU members must first register at mu.totalmotorassist.co.uk and enter the discount code **MU24** to obtain free membership.

A pack containing the full details of the Family Motoring & Accident Aftercare Scheme will then be forwarded to you.