

# Personal Accident Policy Document

# Welcome to

# Personal Accident Cover

Lam	delighted	that you	have	chosen	Lark	Music	to

I am delighted that you have chosen Lark Music to arrange your insurances.

As your insurance broker, we take our responsibility extremely seriously. No one wants to claim on their insurance policy, but if you do, I want you to feel that we have done everything we can to help you through the experience.

If you ever find any part of our service less than first class, please get in touch with me personally.

# Wynne Hamilton Associate Director

Dear Sir/Madam

This product meets the demands and needs of an individual or group who want cover for financial benefits should they suffer accidental personal injury.

Allianz Musical Insurance does not provide advice or any personal recommendation about the insurance products offered.

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### **How to Contact**

Phone: 03331 886 582 Email: keynote@larkmusic.com Monday to Friday 9am to 5pm

### How to Make a Claim

Phone: 03331 886 583

**Email:** keynote.claims@larkmusic.com Monday to Friday 9am to 5pm

# Important Information

### **How Your Cover Works**

**Your** insurance policy has two parts, these are **Your Policy schedule** (which includes **Your statement of fact**) and this policy wording. These should be read together as they form **Your** contract of insurance and contain the terms and conditions of **Your** coverage.

We will settle any claims in line with the terms and conditions outlined in these documents for events that happen during the **Period of cover. You** will need to read **Your Policy schedule** and this policy wording together to fully understand **Your** coverage. If **You** do not comply with the terms and conditions stated it may result in **Your** claim being refused.

### Pay By Direct Debit?

If You pay by direct debit please contact Lark Music before You cancel the instruction to prevent any problems.

### Do We Have The Correct Details?

Please tell Lark Music as soon as possible if there are any changes to **Your** circumstances which could affect **Your** insurance. This could include:

- · Any incorrect details on Your Policy schedule (which includes Your statement of fact)
- · Your address or other contact details have changed
- · You are likely to reside outside of the United Kingdom for more than 6 consecutive months in any one year

Lark Music will then let **You** know if there are any changes to the terms or cost of **Your** insurance policy. If **You** do not let Lark Music know about changes to **Your** information it may affect the cover **We** provide or result in a claim not being paid.

# **Policy Definitions**

If **We** explain what a word means in bold and with a capital letter first below, that word has the same meaning wherever it appears in these terms and conditions.

Act of terrorism	The use, or threatened use of force (including but not limited to 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.
Contagious or Infectious Disease	Means any disease, illness or condition affecting humans or animals which is caused by or can be transmitted by means of any <b>Pathogen</b> , where the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms (including from one human to another, one animal to another, from an animal to a human or vice versa, or through contaminated water, faeces or food).
Computer system	Any computer, hardware, software, information technology and communications system or electronic device, including any similar system or any configuration of the aforementioned and including any associated input, output or data storage device, networking equipment or back up facility.
Cyber Attack	An act affecting any <b>Computer system</b> or software, including but not limited to, computer virus, malware, ransomware, hacking, denial of service or unauthorised access, corruption or deletion of data.
Europe	The <b>United Kingdom</b> , EU member states, Switzerland, Norway, Sweden and Liechtenstein.
Pathogen / Pathogens	Means any pathogen, including but not limited to a virus, bacterium, parasite, fungus, other organism, microorganism, any variation or mutation thereof, whether deemed living or not, or any other substance or agent capable of causing a <b>Contagious or Infectious Disease</b> .
Period of cover	The period of time shown on <b>Your Policy schedule</b> . If the policy is not cancelled mid-term, or not renewed cover will end at 11.59pm on the last day shown on <b>Your Policy schedule</b> .
Physical Damage	Means physical loss, damage or destruction. For the avoidance of any doubt, the presence of a <b>Pathogen</b> on property or contamination of property by a <b>Pathogen</b> does not constitute <b>Physical Damage</b> .
Policy schedule	The document showing details of <b>Your</b> coverage and any additional terms or conditions and <b>Your</b> statement of fact document.
Pollution	All pollution of buildings, other structures, water, land or the atmosphere including all injury, loss or damage directly or indirectly caused by such pollution or contamination. All pollution or contamination which arises out of or in connection with one incident shall be deemed to have occurred at the time such incident takes place.
United Kingdom	Great Britain, Northern Ireland, the Isle of Man and the Channel Islands
War	Invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
We, Our, Us, Insurer	Allianz Insurance plc.

Accidental bodily injury / injuries	Bodily injury and Associated illness directly and solely caused by:  a a sudden unexpected identifiable physical injury or  b unavoidable exposure to the elements which  i does not result from a series of events which occur or develop over time that cannot be wholly attributable to a single accident or  ii is not intentionally self-inflicted or  iii does not result from Sickness, disease or psychological condition other than in respect of Permanent total disablement
Associated illness	Sickness, disease or Post Traumatic Stress Disorder (PTSD) that results directly from an Insured person sustaining an Accidental bodily injury.
	Excluding any <b>sickness</b> , disease or PTSD that has previously arisen or would have arisen even if the <b>Accidental bodily injury</b> had not occurred
Benefit / The sum or sums of money that We have agreed to pay You as shown in the Scompensation and/or Your Policy schedule or calculated based on Your Wee	
Contamination	Contamination or poisoning of people by nuclear and/or chemical and/or biological substances that cause illness and/ or disablement and/or <b>Death</b>
Death	Death caused by <b>Accidental bodily injury</b> .
Dental injury	Damage to or loss of teeth, gums, alveoli or dental prostheses including implants, bridges or crowns (whilst in situ within <b>Your</b> mouth) which is caused solely by a force external to the mouth.
Dental expenses	Reasonable expenses agreed by <b>Us</b> based on the advice of a <b>Qualified medical</b> practitioner following an <b>Accidental bodily injury</b> which results in a <b>Dental injury</b> during the <b>Period of cover</b>
Excess period	An uninsured two week period which must pass before payment for <b>Temporary Total Disablement</b> can begin.
Hospitalisation/ Hospitalised	Any continuous period of 24 hours or more during which time <b>You</b> have been confined to <b>Hospital</b> by a <b>Qualified medical practitioner</b>
Loss An Accidental bodily injury or series of Accidental bodily injuries arising or consequent upon or contributed to directly or indirectly by one originating e	
Loss of hearing	Total and permanent hearing loss greater than 90 decibels across frequencies between 500 Hz and 3,000 Hz as tested by a <b>Qualified medical practitioner</b> .
Loss of limb	In respect of  a an arm – physical severance or permanent loss of use of all four fingers at or above the metacarpal phalangeal joints (where the fingers join the palm of the hand) or  b a leg – physical severance or permanent loss of use at or above the level of the ankle (talo-tibial joint).

Loss of sight	Total and permanent loss of sight which will be considered as having occurred:  a in both eyes if Your name has been added to the Register of Blind Persons maintained by the United Kingdom government on the authority of a Qualified medical practitioner or,  b in one eye, if the degree of sight remaining after correction is 3/60 or less on the Snellen Scale.			
Loss of speech	Total and permanent loss of the ability to speak or communicate verbally			
Maximum benefit	The maximum amount of <b>Benefit</b> payable, as shown in the <b>Scale of compensation table</b>			
Maximum benefit period	A maximum period of 52 weeks (not necessarily consecutive) for which <b>Temporary total disablement</b> is payable after the <b>Excess period</b> has expired. Payments will end when 52 weeks of <b>Benefit</b> in total has been paid for any one <b>Accidental bodily injury</b> .			
Non weekly benefit	A Benefit that is payable as a lump sum. These are:  - Death - Permanent Total Disablement - Permanent Partial Disablement			
Permanent partial disablement	All accident types listed within 4. Permanent partial disablement of the Scale of compensation table.  This includes accident types such as Loss of sight, Loss of hearing, Loss of speech or Loss of limb.			
Permanent total disablement	All accident types listed within 3. Permanent total disablement of the Scale of compensation table, or: Any permanent disablement which: Is not a type of Permanent partial disablement has lasted without interruption for at least twelve months has no reasonable prospect of improving will permanently, completely and continuously prevent You from engaging in Your Usual musical activities based on the opinion of a Qualified medical practitioner			
Qualified medical practitioner	A doctor or specialist who is registered or licensed to practice medicine, ophthalmology or dentistry under the laws of the country in which they practice and who is not:  • Your employee  • You  • Your Spouse  • a member of Your immediate family			
Scale of compensation table	The table contained within this <b>Policy wording</b> that states the <b>Maximum benefit</b> available for each accident type			
Sickness	An identifiable illness, disease, medical complaint or medical condition which is not an <b>Accidental bodily injury</b>			
Spouse	<b>Your</b> spouse, partner or civil partner with whom <b>You</b> have been cohabiting for at least 3 months as though they were <b>Your</b> spouse, partner or civil partner			
Temporary total disablement	Any temporary disablement which completely prevents <b>You</b> from performing each and every function of <b>Your Usual musical activities</b> .  This type of injury is paid as a <b>Weekly benefit</b> and there is an uninsured two week <b>Excess period</b> which must pass before payment for <b>Temporary Total Disablement</b> can begin.			

Usual musical activities	The musical activity that gives the Insured person an income, including:  Performing;  Teaching either at Your home/ premises, the pupil's home or a public place;  Music production including engineering, editing, composing, mastering and recording;  Setting up, operating and dismantling sound or lighting equipment at ground level;  Disc or visual jockeying.
Weekly benefit(s)	A Benefit that is payable as a weekly amount. This benefit is:  - Temporary total disablement  The amount shown in the Policy schedule and/or the Scale of compensation table is the maximum amount that We could pay to an Insured person for each complete working week, during any period of Temporary total disablement. The actual amount We pay to an Insured person will be based on their Weekly wage.
Weekly wage	This is calculated by taking an average weekly wage generated by the Insured person's Usual musical activities across the 12 weeks prior to the Accidental bodily injury occurring.
Insured person, You, Your	Any person described on the <b>Policy schedule</b> who is under the age of eighty (80) at the start of the <b>Period of cover</b> and is resident in the <b>United Kingdom</b> .

# **Policy Conditions**

**You** must comply with the following conditions and the conditions stated under each section to have the full protection of **Your** policy. If **You** do not, and the condition **You** have not kept to relates to a claim, **We** can refuse the claim.

### 1. Reasonable Care & Precautions

You must take all reasonable care to prevent accidents and damage. At all times whist using any equipment You must follow the manufacturer's instructions and safety advice.

# 2. Misrepresentation, Fraud and Financial crime

You must make a fair presentation of the risk at inception, renewal and when You make changes to the policy. You must update Your broker if the details You have provided change.

### If You:

- provide misleading or incorrect information to any of the questions asked when applying for, amending or renewing this insurance;
- deliberately mislead to obtain cover, gain a cheaper premium or more favourable terms;
- · provide false documents;
- · make any false, fraudulent or exaggerated claims
- support a claim by false or fraudulent documents, devices or statements (whether or not the claim is itself genuine);
- make a claim for loss, damage or injury which You deliberately caused; or
- make a fraudulent payment by bank account and/or card.

### We may:

- amend Your policy to record the correct information, apply any relevant policy terms and conditions and collect any additional premium due;
- refuse to pay the whole of any claim, reduce the amount of payment We make and may recover from You any amount already paid in respect of any claim(s):
- cancel or void Your policy (treat it as if it never existed), including all other policies which You have with Us.

**We (or Your broker)** will give **You** 7 days' notice over the phone, by email or in writing to the last email or postal address **We** (or **Your** broker) hold.

### Where fraud is identified. We will also:

- · not return any premium paid by You;
- recover from You any costs we have incurred;
- pass details to fraud prevention and law enforcement agencies who may access and use this information.

If a claim is made under **Your** policy **You** may be asked to give consent for **Us** to obtain and exchange information and material with the police.

This is to help **Us** verify claims and to guard against fraud. If consent is provided, **You** will be given the opportunity to receive a copy of the information and material the police release to **Us**.

Should **You** decline to give such consent **We** may decline to settle **Your** claim.

### 3. Assignment

**You** or any **Insured Person** must not assign any of the benefits of this policy to any other party. **We** will not be bound to accept or be affected by any assignment relating to this policy.

A person or company who is not a party to this policy has no right under the Contracts (Rights of Third Parties) Act 1999 or any subsequent legislation to enforce any term of this policy but this does not affect any right or remedy of a third party which exists or is available apart from such Act.

### 4. Claims, Our rights

If **We** pay a claim under this policy but **We** consider there is a right to recover the claim cost from another party then **We** are entitled to bring legal proceedings against that party on **Your** behalf. Any proceedings will be at **Our** expense. **You** must assist **Us** if **We** ask **You** to.

### 5. Other insurances

We will not make payment for any claim that is covered by any other insurance. If there is any other insurance under which You are entitled to make a claim You must tell Us the name and address of the other insurance company and Your policy number with them.

### 6. Transfer of interest

**We** will not be bound by any passing of **Your** interest in this insurance, unless by death or operation of law and then only until **We** agree to accept such transfer of interest by issuing a revised **Policy schedule**.

### 7. Jurisdiction

- The laws of England and Wales apply to this insurance contract
- b Unless We agree otherwise the language of the policy, and all communications relating to it, will be English.

### 8. Cancellations

### Cancellation by You within the first 14 days

If You cancel Your policy within 14 days of the start of Your policy or the date You receive Your policy documents, whichever is later, You will be refunded Your premium in full if You have not made a claim.

### Cancellation by You after the first 14 days

If You cancel Your policy after 14 days from the start of Your policy or the date You receive Your policy documents, whichever is later, You will be refunded any premium You have already paid for the remainder of the current policy year if You have not made a claim during the current policy year. If You have made a claim You will not receive a refund.

# Cancellation of short term policies taken out for 1 month or less

If **Your** policy is for less than 1 month **You** will not receive a refund.

### Our rights to cancel Your policy

If You make a change to Your policy that means We can't insure You any longer, We (or Your broker) will give You 7 days' notice over the phone, by email or in writing to the last email or postal address We (or Your broker) hold. Please see 'Do We Have The Correct Details?' within the Important Information section.

**We** may also cancel or void **Your** policy (treat it as if it never existed) if **We** identity any deliberate misrepresentation or **Your** involvement in any fraud or financial crimes.

Please also see Policy Condition 2 - Misrepresentation, Fraud and Financial Crime.

### 9. Renewal of Your policy

We reserve the right to not invite the renewal of Your policy. This could be because You no longer meet Our eligibility rules, a change to Our eligibility criteria means We can no longer insure You, the product is withdrawn or changes in the product coverage mean that it would no longer meet Your needs. If We do offer You renewal terms We have the right to change the premium, excess and policy terms and conditions.

# What Is Covered?

Please also read the Policy Conditions and the Policy Exclusions

### What is Covered

We will pay the Insured person up to the Benefit shown in the Scale of compensation table if they suffer an Accidental bodily injury during the Period of cover which within twelve (12) months of the Accidental bodily injury occurring solely, directly and independently of any other cause results in:

- 1 Death
- 2 Temporary total disablement
- 3 Permanent total disablement
- 4 Permanent partial disablement

### **Maximum Total Benefit**

If Benefit Level 1 has been selected the maximum total amount **We** will pay each **Insured Person** for all **Accidental bodily injuries** incurred within any one **Period of cover** is £10,000 (excluding Cover Extensions)

If Benefit Level 2 has been selected the maximum total amount **We** will pay each **Insured perso**n for all **Accidental bodily injuries** incurred within any one **Period of cover** is £30,000 (excluding Cover Extensions)

### What is Not Covered

In addition to the Policy Exclusions the following are also not covered:

- Any claim where the Insured person is over the age of 80 at the time of the Accidental bodily injury occurring
- Any payments for Temporary total disablement within the Excess period or after the Maximum benefit period
- More than 100% of an Insured person's Weekly wage for any Accidental bodily injury resulting in Temporary total disablement
- More than the £100,000 limit stated within the Accumulation Limit Condition
- More than one Non weekly benefit for any one Insured person in relation to one Loss.

## Cover Extensions

These cover extensions are available where an **Insured person** has made a valid claim for any of the **Benefits** on the **Scale of compensation table**. These extensions will be paid in addition to **Benefit** amounts and do not contribute to the overall Maximum Total Benefit limit stated above.

1. Travel To Hospital Expenses For family - £500 If within the Period of cover an Insured person sustains an Accidental bodily injury resulting Hospitalisation, We will pay the reasonable taxi expenses or other additional travel costs to transport a Spouse, child, or parent from their residence to the hospital where the Insured person is an in-patient. The maximum amount payable for any one Insured person is £500. Proof of actual costs are required in the event of a claim.

# 2. Return To Residence From Hospital Expenses - £500

If within the **Period of cover** an **Insured person** sustains an **Accidental bodily injury** which results in them being physically unable to return to their residence for a period in excess of forty eight (48) hours, **We** will pay up to £500 for any reasonable additional costs to return the **Insured person** and their personal property to their residence.

### 3. Bereavement Counselling - £1,000

If within the Period of cover an Insured person sustains an Accidental bodily injury resulting in Death, We will pay for the Spouse and/or children of the Insured person to receive bereavement counselling. The need for counselling must be based on the medical advice of a Qualified medical practitioner and the counsellor used must be registered with the British Association for Counselling and Psychotherapy (BACP).

The maximum amount **We** will pay is £1,000 for each **Insured person**.

### 4. Trauma Counselling - £1,000

If within the **Period of cover** an **Insured person** is diagnosed by a **Qualified Medical Practitioner** as suffering from post-traumatic stress disorder (PTSD), **We** will pay for fees charged by a trauma counsellor registered with the British Association for Counselling and Psychotherapy (BACP) or equivalent body.

The PTSD must be caused by one of the following incidents occurring during the **Period of cover**:

- the Insured person sustaining an Accidental bodily injury which results in their Permanent Total Disablement, or;
- the Insured person is victim of an unprovoked malicious assault by another person that has been reported to the police, or;
- the Insured person is a direct witness of an Act of terrorism and are interviewed by the police as a witness, or;
- the Insured person directly witnesses the Death or Permanent total disablement of their parent, Spouse or child.

The maximum amount **We** will pay is £1,000 for each **Insured person**.

### 5. Independent Financial Advice - £500

If within the Period of cover an Insured person sustains an Accidental bodily injury resulting in payment of a Non weekly benefit or Temporary total disablement lasting more than 6 months We will pay up to £500 for fees charged by an independent financial adviser authorised and regulated by the Financial Conduct Authority (FCA) for professional financial advice

# 6. Musical Instrument and Equipment Modification Expenses - £1,000

If within the Period of cover an Insured person suffers an Accidental bodily injury resulting in Permanent partial disablement or Permanent total disablement, We will pay up to £1,000 for any one Insured person to alter their musical instruments or equipment to cater for their medical needs. Our consent must be given before making any alterations.

### 7. Optical Expenses - £500

If within the **Period of cover** an **Insured person** suffers an **Accidental bodily injury** resulting in the need for immediate and urgent eye treatment to prevent long term damage, **We** will pay up to £500 towards the costs of treatment for each **Insured person**.

### 8. Physiotherapy expenses - £1,000

If within the Period of cover an Insured person sustains an Accidental bodily injury that is likely to result in Permanent partial disablement, Permanent total disablement or Temporary total disablement, We will pay for physiotherapy costs to help the them return to their Usual musical activities or adjustment to the permanent disability provided that:

- **We** give **Our** prior written approval of any physiotherapy costs
- the physiotherapy plan is under **Our** supervision

The maximum amounts **We** will pay in respect of any one claim is up to £1,000. This extension will end when the **Insured person** is no longer entitled to **Temporary total disablement** benefit.

# **Personal Accident Conditions**

### 1. Non Weekly Benefit Condition

Death, Permanent total disablement and Permanent partial disablement are Non weekly benefits. Any claim made is subject to the below:

### Maximum Benefit Amount

The Scale of compensation table and/or Policy schedule will show the maximum amount of Non weekly benefit that could be paid to an Insured person.

### How Will The Claim Be Calculated

- The amount an Insured person will be paid is shown next to the accident type on the Scale of compensation table and/or Policy schedule
- The amount received will be reduced by any previous Benefit payments the Insured person has received for the same Accidental bodily injury within the last 12 months.

### When Do Payments Start

There is no **Excess period** for **Non weekly benefits**. The payment will be made in one lump sum.

### Can Other Benefits Be Claimed

- We will only pay one Non weekly benefit for each Insured person as a result of any one Accidental bodily injury.
- If an Insured person is eligible for multiple Benefits shown on the Scale of compensation table from the same Accidental bodily injury only the largest single Benefit will be payable.

### 2. Rehabilitation Condition

If **We** have offered a rehabilitation service and the **Insured person** does not comply with the medical treatment or advice provided **We** may reduce the amount paid or payable on any claim where the **Insured person** could have returned to their **Usual musical activities** sooner if they had complied with the service provided.

### 3. Accumulation Limit

We will not pay more than £100,000 for all accepted claims in total in respect of all Insured Persons involved in the same Loss. Where the total of all individual claims exceeds this limit each individual claim will be reduced proportionately until the total of all individual claims does not exceed the limit.

### 4. Weekly Benefit Condition

**Temporary total disablement** is a **Weekly benefit**. Any claim made is subject to the below:

### **Maximum Benefit Amount**

The Scale of compensation table and/or Policy schedule will show the maximum amount of Weekly benefit that could be paid to an Insured person for each complete working week of Temporary total disablement.

### How Will The Claim Be Calculated

- The actual amount an **Insured person** will be paid is based on their **Weekly wage**.
- The amount paid will not exceed 100% of the Insured person's Weekly wage.
- Payment for any incomplete working week will be calculated as a proportion of the Insured person's Weekly wage.

### When Do Payments Start

- Weekly benefit payments will start after the Excess period. This is an uninsured two week period which must pass before payment for Temporary Total Disablement can begin.
- If the Insured person returns to work but has to stop work again due to the same injury a new Excess period will not begin.

### When Do Payments Stop

- A Maximum benefit period of 52 weeks (not necessarily consecutive) can be claimed for Temporary total disablement after the Excess period has expired. Payments will end when 52 weeks of Benefit in total has been paid for any one Accidental bodily injury
- Payment of a Weekly benefit will end if We pay any of the Non weekly benefits and We will not be liable to pay any further Benefits in respect of the same Insured person for the same Loss.

### Can Other Benefits Be Claimed

Payment by **Us** to an **Insured person** of any **Weekly benefit** does not prevent a claim for any other **Benefit**.

### **Alternative Benefits Condition**

For You to claim for a Weekly benefit under this policy You must have no other weekly or monthly benefits insurance in force unless it has been declared to and accepted by Us during the Period of cover.

### 5. Claims Conditions

No claim will be paid unless the following conditions are complied with:

- 1 Any Insured person looking to make a claim must at Our request provide any proof of income requested and any medical examination report in respect of any Accidental bodily injury where We are required to consider a claim under this policy. We will pay the cost of the medical examination fee:
- 2 Any Insured person looking to make a claim must ensure that as soon as possible after the occurrence of any Accidental bodily injury they obtain and follow the advice of a Qualified medical practitioner. We will not be liable for any Accidental bodily injury or medical condition which is worsened or prolonged or any other consequences which arise as a result of the failure to obtain and follow such advice and to use such treatment remedies or appliances as may be prescribed;
- 3 In the event of the Death of an Insured person We will be entitled to have a post-mortem examination carried out at Our expense

### 6. Disappearance

**Death** of any **Insured person** will not be presumed due to their disappearance. Disappearance will be deemed to be **Death** by accident for the purposes of this policy if:

- · a reasonable period of time has passed;
- · We have examined all evidence available;
- We have no reason to suppose anything other than that the Insured person has sustained an Accidental bodily injury during the Period of cover resulting in their Death

In the event of the re-appearance of an **Insured person** after payment of the **Death Benefit** or new evidence suggests the main cause is an excluded incident or injury the beneficiary will repay that benefit to **Us**.

# Scale of Compensation Table

The benefit level selected will be shown on **Your Policy schedule**.

Accident Type	Benefit Level 1	Benefit Level 2
1. Death	£10,000	£30,000
2. Temporary total disablement Payments begin after an uninsured 2 week Excess period The amount an Insured person will be paid is based on their Weekly wage	Up to £190 per week	Up to £375 per week
3. Permanent Total disablement	£10,000	£30,000
a Loss of intellectual capacity	£10,000	£30,000
<b>b</b> Removal of lower jaw by surgical operation	£3,000	£4,500
c Sickness resulting in the Permanent total disablement by paralysis	£2,000	£3,000
Permanent total disablement due to the permanent total loss of use of:		
<b>d</b> the back or spine below the neck with no damage to the spinal cord	£4,000	£6,000
e the neck or cervical spine with no damage to the spinal cord	£3,000	£4,500
<b>f</b> shoulder or elbow	£2,500	£3,750
g one lung or one kidney, the spleen or the liver	£2,500	£3,750
h wrist, hip, knee or ankle	£2,000	£3,000
i taste	£500	£750
j smell	£500	£750
4. Permanent partial disablement		
a Loss of sight in both eyes/ Loss of limb (two or more)/ Loss of hearing in both ears	£7,500	£20,000
b Loss of sight in one eye/ Loss of limb (one)/ Loss of speech	£5,000	£15,000
c Sickness resulting in the Loss of sight	£2,000	£3,000
d Loss of hearing in one ear	£1,250	£3,750
e Permanent facial scar: over 5cm long	£1,000	£1,500
f Permanent facial scar: 1cm to 5cm	£500	£750
g Dental expenses	£250	£1,000

**Permanent partial disablement** due to the permanent total loss of use of:

	Benefit Level 1			Benefit Level 2			
	One phalange	Two phalanges	Three phalanges	One phalange	Two phalanges	Three phalanges	
h One Thumb	£3,000	£3,000	-	£4,500	£4,500	-	
i One Index Finger	£600	£2,000	£2,000	£900	£3,000	£3,000	
j One Other Finger	£300	£600	£1,000	£450	£900	£1,500	
<b>k</b> One Great Toe	£1,000	£1,500	-	£1,500	£2,250	-	
l One Other Toe	£200	£300	£500	£300	£450	£750	

# **Policy Exclusions**

The exclusions below show additionally what is not covered and apply to all of Your policy.

### 1. General Exclusions

Any claim in any way connected with any of the following:

- You taking part or whilst engaged in civil commotions or riots of any kind.
- You taking illegal drugs or taking nonprescribed drugs for recreational purposes or taking drugs prescribed for Your drug addiction or alcoholism
- Your participation in any sport or fitness activities
- Any cycling or any use of an e-scooter, e-bike, segway or other powered personal transporters, either on or off-road
- Any liability related to You as a tenant or owner of property.
- Your ownership, possession, sale or use of motorised vehicles, yachts or motorised waterborne craft, airborne craft of any description, drones, animals and firearms and weapons.
- Welding, grinding or cutting or working at a height of more than 1.8m above ground level
- Suicide, attempted suicide or intentional self-inflicted injury or deliberate exposure to exceptional danger (except in an attempt to save human life).
- · Your own criminal act.
- Your use, or the use of pyrotechnics, explosives or any special effects involving fire or explosion
- You being in a state of insanity or under the influence of alcohol or drugs (except drugs prescribed by a registered doctor which are not prescribed for a drug addiction).
- Solvent abuse by You
- Medical procedures or other body modification including tattoos, tattoo removal, body piercing or beauty treatments

### 2. Employment Exclusions

Any claim for any section arising out of **Your** employment in:

- The armed forces of any nation or international authority
- · Defence, security or law and order activities
- · Cleaning services or waste/refuse disposal
- · Overseas political organisations

- Professional sports
- Offshore work
- Fair, amusement parks, gambling and betting activities
- · Construction or mining activities
- · Medical or health work
- Overseas charity work
- Haulage

### 3. Earthquakes or Volcanos

Loss or damage happening in connection with an earthquake or a volcanic eruption.

### 4. Data

Loss of or damage to data, computer memory or other electronic memory or data storage, discs, memory cards or microchips.

### 5. Economic Sanctions

Cover or benefit for any business or activity to the extent that the provision of such cover, payment of any claim or provision of such benefit would expose the **Insurer** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, **United Kingdom** or United States of America.

### 6. Computer Date Recognition

Any costs or damage caused by the failure of any electrical instrument, technical equipment, computer equipment and mobile phones, software, microcontroller, microchip, accessories or associated equipment, to correctly recognise and process any calendar date or time.

### 7. Confiscation

Costs or damage by confiscation or detention or nationalisation or requisition by customs or other officials or legal authorities.

### 8. Radioactive Contamination

Loss, damage or bodily injury arising from:

- Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
- The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or any nuclear components of such assembly.

Any chemical, biological, biochemical or electromagnetic weapon.

### 9. Sonic Bangs

Loss or damage caused by pressure waves from aircraft or other aerial devices.

### 10. War

Loss, damage or bodily injury due to war, invasion, act of foreign enemy, hostilities (whether war be declared or not), riot, strike, civil commotion, civil war, rebellion, revolution, insurrection or military or usurped power.

### 11. Cyber Attacks and E-risks

Loss, theft or attempted theft, destruction, injury, damage, cost, expense, or any consequential loss, directly or indirectly caused by, arising out of, attributable to, or contributed to by any **Cyber attack** or any software, hardware or any form of media provided, supplied, sold or used by **You** or on **Your** behalf. **We** will also not pay any claim as a result of any internal or external network failure, programming error, operator error whether performed by **You** or any other person or organisation.

### 12. Contagious and Infectious Disease

Loss, destruction, damage, cost, expense, or any consequential loss, directly or indirectly caused by, arising out of, attributable to, or contributed to by:

- a a Contagious or Infectious Disease;
- b the fear or threat (whether actual or perceived) of a Contagious or Infectious Disease;
- the presence or suspected presence of Pathogens at, in or on the premises or property of any person or entity; or
- d any action taken or advice given (whether or not by a competent authority) to prevent, reduce, control or mitigate the occurrence, outbreak, spread or effects of a Contagious or Infectious Disease or any Pathogens irrespective of any other cause, occurrence or event operating concurrently, independently or in any sequence to cause the loss

But this Exclusion will not apply to **Physical Damage** to Property Insured under the Policy and any business interruption directly resulting from such **Physical Damage**, where such **Physical Damage** itself results from fire, lightning, explosion, aircraft or other aerial

devices or articles dropped from them, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons, earthquake, storm, flood, escape of water from any tank apparatus or pipe, impact by any road vehicle or animal, or theft.

For the purposes of this Exclusion: Loss includes, but is not limited to financial and business interruption loss, loss of value, marketability or use of property, fines and penalties.

Cost or expense includes, but is not limited to any cost or expense to:

- a clean-up, detoxify, decontaminate, or remove
   Pathogens from any property where the property
   is or is feared to have been affected by Pathogens
   or a Contagious or Infectious Disease;
- **b** monitor or test for **Pathogens** or a **Contagious or**
- c provide medical treatment for persons affected by a Contagious or Infectious Disease.

Malicious persons do not include persons who maliciously, deliberately or recklessly:

Infectious Disease: or

- a cause Pathogens to come into contact with the Premises or property of any person or entity; or
- b cause or attempt to cause another person or persons to contract a Contagious or Infectious
   Disease and, in or by so doing, cause Pathogens to come into contact with the premises or property of any person or entity.

### 13. Terrorism

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.

### 14. UK Residency

This insurance does not cover anyone that is not a resident of the **United Kingdom**.

# How to Make a Claim

- Please ensure You read the Claims Condition noted under the Personal Accident Conditions section
- If an incident happens that could lead to a claim You must notify Lark Music within 90 days of the incident.
- Within 30 days of notifying Lark Music, You must supply full details of the claim and any supporting information or evidence requested.



### **How to Contact the Claims Team**

Phone: 03331 886 583

Email: keynote.claims@larkmusic.com

Monday to Friday 9am to 5pm

# **Legal Cover**

### Legal Helpline: 0370 241 4140

**Your** policy includes access to a legal helpline to give advice, 24 hours a day, 365 days a year, on any personal legal matter or a legal matter relating to **Your** musical profession. There is no additional charge for the advice provided by this service.

When You call the legal helpline quote the master policy number from Your Policy schedule and confirm that You are covered by this Lark Music Insurance policy. The advice You receive from the legal helpline will always be according to the laws of Great Britain and Northern Ireland and is available to You during the Period of cover.

This service is provided by Allianz Legal Protection, part of Allianz Insurance plc. **We** may record the calls for **Your** and **Our** mutual protection and **Our** training purposes.

# How to Make a Complaint

If **You** purchased **Your** policy through a broker other than Lark Music, please contact **Your** broker, quoting **Your** policy number. If **You** purchased **Your** policy directly from Lark Music, or **You** have a complaint related to a claim, please contact Lark Music using the details given below.

If You wish to make a complaint, You can do so at any time by referring the matter to: Howden UK Brokers Limited, 2 Des Roches Square, Witan Way, Witney, OX28 4LE, United Kingdom.

Your complaint will be acknowledged, in writing, within 5 (five) business days of the complaint being made. A decision on Your complaint will be provided to You, in writing, within 8 (eight) weeks of the complaint being made.

Should **You** remain dissatisfied with the final response or if **You** have not received a final response within 8 (eight) weeks of the complaint being made, **You** may be eligible to refer **Your** complaint to the Financial Ombudsman Service in the United Kingdom.

The contact details are as follows: Financial Ombudsman Service Exchange Tower London E14 9SR

**Telephone:** +44 20 7964 0500 (from outside the UK) **Telephone:** 0800 023 4 567 (from inside the UK)

Fax: +44 20 7964 1001

Website: www.financial-ombudsman.org.uk.

The complaints handling arrangements above are without prejudice to **Your** right to commence a legal action or an alternative dispute resolution proceeding in accordance with **Your** contractual rights.

### **Financial Services Compensation Scheme**

If **We** are unable to meet **Our** liabilities **You** may be entitled to compensation under the Financial Services Compensation Scheme (FSCS).

Further information about compensation scheme arrangements is available at www.fscs.org.uk, by emailing enquiries@fscs.org.uk or by phoning the FSCS on **0800 678 1100** or **0207 741 4100**.

# **Privacy Notice Summary**

Please find below a summary of **Our** Privacy Notice. The full notice can be found on the Allianz UK website: allianz.co.uk/privacy-notice.html

If **You** would like a printed copy of **Our** Privacy Notice, please contact the Data Rights team using the details below. Allianz Insurance plc is the data controller of any personal information given to **Us** about **You** or other people named on the policy, quote or claim. It is **Your** responsibility to let any named person know about who **We** are and how this information will be processed.

When we refer to "we", "us" and "our" in this notice it means Allianz Insurance plc, Allianz Engineering Inspection Services Limited, Pet Plan Limited and Vet Envoy Limited who are all part of the Allianz UK Group which includes insurance companies, insurance brokers and other companies owned by the Allianz UK Group. Please see the following link for a detailed list of these companies: https://www.allianz.co.uk/about-allianz/our-organisation.html#azuk

Anyone whose personal information **We** hold has the right to object to **Us** using it. They can do this at any time by telling **Us** and **We** will consider the request and either stop using their personal information or explain why **We** are not able to. If **You** wish to exercise any of **Your** data protection rights **You** can do so by contacting **Our** Data Rights team:

**Telephone:** 0208 231 3992

Email: datarights@allianz.co.uk
Address: Allianz Insurance plc,

Building 3 Guildford Business Park,

Guildford, Surrey,

GU28XG

Any queries about how We use personal information should be addressed to Our Data Protection Officer:

**Telephone:** 0330 102 1837

**Email:** dataprotectionofficer@allianz.co.uk

Address: Data Protection Officer,

Allianz

Building 3 Guildford Business Park,

Guildford, Surrey,

GU28XG



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