



Instrument insurance

General Terms and Conditions (GTC) for the short-term insurance of instruments

§ 1 Insurance application, conclusion of contract, contract language, contract text and direct debit procedure

- (1) The application requests the inclusion of the described instruments/items in the general insurance policy of HARMONIA. The issuer of this policy is an insurance company committed by HARMONIA. Only this company provides benefits as insurer of the instruments. HARMONIA's service consists of advice and the provision of insurance cover without being an insurer itself. A contract is concluded when we declare acceptance of the application.
- (2) HARMONIA is authorised to handle all correspondence with the insurance company and to collect the due premium payments and fees once per short-term application from the account of the principal (hereinafter referred to as policyholder or insured person) stated in the application in advance by SEPA direct debit mandate.
- (3) The contract language is German. The text of the contract shall be stored electronically and sent to the contracting party by e-mail upon acceptance of the application.

§ 2 Validity of the GTC, exclusions and clauses

- (1) The instrument insurance is based on the current AVB Musikinstrumente (enclosure). In addition, the replacement value clause and the additional condition for co-insurance of electrical and electronic devices apply.
- (2) The night time clause (AVB) in unguarded vehicles applies.
- (3) Unattended instruments that are deposited permanently or during the day in unlocked rooms or overnight in rooms outside inhabited/guarded parts of buildings (e.g. rehearsal rooms, schools) are not insured there.
- (4) Mechanical keyboard instruments such as pianos, grand pianos and harpsichords etc. are not insured against damage in transit.
- (5) The exclusions under (2), (3) and (4) can be optionally included - see § 3 (3)
- (6) Instruments must be packed in hard cases during transport in the aircraft, unless they are carried as hand luggage. Immediately upon arrival, the passenger must verify the integrity of the instrument and immediately report any damage or loss to the claims desk at the gateway.
- (7) Smartphones, tablets, PDAs and similar mobile devices are covered only when used for musical purposes.
- (8) Damage in transit is only covered for violoncellos with a VS of €10,000 or more if they were in a hard case at the time of damage.

§ 3 Contribution rate, insurance premium and surcharges

- (1) For total sums insured (addition of the values of all instruments to be insured of the policyholder) up to €1,000.00, the annual basic premium (net) of the policyholder is a flat rate of €25.00 (premium rate = €25.00 / total VS). Above this amount, the annual percentage contribution rate decreases continuously with the increasing amount of the total sum insured. The result of our [premium calculator](#) at the beginning of the insurance is decisive.
- (2) The insurance premium is calculated net for each instrument by multiplying its sum insured by the percentage premium rate and the factor belonging to its corresponding instrument category according to the table in the application.
- (3) For each instrument to be insured, the following options can be selected (tick in the application):
 - Cancellation of night time clause: Insurance cover also in unattended vehicles between 22:00 and 06:00 local time. (Option NT) i.e. cancellation of § 2(2) GTC.
 - Rehearsal room: Insurance cover also when depositing instruments in unguarded rooms that are located outside inhabited parts of buildings. (Option RR) i.e. cancellation of § 2(3) GTC.
 - Piano transport: cover also for transport damage to mechanical keyboard instruments such as pianos, grand pianos and harpsichords. (Option TR) i.e. cancellation of § 2(4) GTC.

The insurance premium of an instrument increases when this option(s) is (are) chosen, in each case as indicated in the table in the application.

- (4) Costs incurred for shipping or transport to repair workshops can be included in the insurance for each instrument by specifying them as an additional instrument. Terms for this are e.g. travel, postage, forwarding or freight. Under *remarks*, the instrument for which cost coverage is requested must be indicated. In the event of a claim, these costs will be covered in the same proportion as the repair costs of the instrument, but never in the case of total loss.
- (5) Changing stocks within individual instrument groups can be covered by a 25% surcharge. For this purpose, "changing stock" is to be entered under *remarks*. The maximum total sum insured for the entire category must then be entered as the sum insured (e.g. brass instruments, 40,000 euros).
- (6) Short-term insurance is charged at 1/3 of the regular annual premium, plus the requested insurance period p.r.t.
- (7) New or subsequent registrations to existing short-term contracts are not possible.
- (8) An exact, corresponding and binding calculation can be found on a daily basis at www.harmonia.eu/en in the form of the premium calculator there. **The premium calculator takes into account all costs incurred by the policyholder.**
- (9) The annual premiums paid to the insurance company are charged to the policyholder including the applicable insurance tax and without any additional surcharge.
- (10) HARMONIA does not receive any brokerage fees from the insurance company. The fee paid to Harmonia for the provision of insurance cover shall be invoiced separately to the Beneficiary and shall not be subject to turnover tax in accordance with § 4 No. 10b UStG. This shall not affect the provisions of paragraph (6). For the policyholder, the amounts calculated with the premium calculator apply in any case. Further costs will not be charged to the policyholder.

§ 4 Deductible (DED)

- (1) In principle, no excess is charged in the event of a claim.
- (2) HARMONIA may at any time, in particular after claims have been made, issue, amend or delete individual excesses for future claims that have not yet occurred.
- (3) For an additional charge of 20% of the maximum applicable DED for the insured person, this can be optionally cancelled. This surcharge is levied pro rata temporis per contract, analogous to the insurance premium (33.3% plus the requested insurance period p.r.t.).
- (4) In the event of abandonment or loss, a deductible of 100 euros is agreed for children up to the age of 14, and a deductible of 150 euros for children up to the age of 10.



§ 5 Impairment

Stringed instruments and bows are automatically insured for a sum insured of € 10,000.00 each and at no additional cost against the reduction in value resulting from a claim.

§ 6 Insurance of instrument sets and sets of instruments

Unless otherwise specified by the policyholder, the sum insured from Sets is distributed on a percentage basis as follows

- For string instruments (string instrument bow box): 75%-10%-15%
- Other instruments (instrument case/accessories): 90%-10%.

§ 7 Local scope, penalty clause

The scope of the insurance is worldwide. The Insurer does not provide insurance cover and will not make any payment under this policy to the extent that doing so would violate any sanction laws or regulations that would expose the Insurer, its parent company or its ultimate controlling company to a penalty under the sanction laws or regulations.

§ 8 Damage case

- (1) The policyholder acquires direct claims against the insurance company upon taking out the insurance.
- (2) Free choice of repair: For the repair of damage, the policyholder can generally turn to a qualified service provider of his choice. HARMONIA has the right to block individual service providers.

§ 9 Proof of value

- (1) For the insurance of instruments with a value of € 15,000.00 or more, proof of value (copy sufficient) must already be submitted with the application.
- (2) Irrespective of this, proof of value can be requested from the policyholder at any time, especially in the event of a claim.
- (3) Instruments with an insured sum of 100,000 or more must be accompanied by an expert's report or proof of prior insurance. Current photos must be submitted showing the condition at the time of insurance and at the same time showing a current daily newspaper including date.

§ 10 Obligations

- (1) A change of address and in particular of bank details and e-mail address must be notified immediately. Costs arising from incorrect or outdated address or bank details shall be borne by the policyholder. If return debit notes are made or expenses are incurred for other reasons for which the policyholder is responsible, fees will be charged.
- (2) If there is no e-mail address, an incorrect e-mail address or an outdated e-mail address, the policyholder expressly waives receipt of notifications and invoices. This also applies in the event of overflowing inboxes or if the policyholder cannot receive e-mails for other (technical) reasons. The currently valid version of the GTC is available in the [download area](http://www.harmonia.eu) at www.harmonia.eu.
- (3) The sale of an instrument must also be notified. Insofar as the purchaser does not enter into the insurance contract, which may be agreed separately with the purchaser, the insurance contract for an instrument sold shall end at the end of the insurance period applied for.

§ 11 Duration of contract, termination, risk lapse, refunds

- (1) The minimum contract period for short-term insurance is one day.
- (2) The contract runs exactly within the requested insurance period and ends automatically when it expires.
- (3) No notice of termination is required, neither from the policyholder nor from HARMONIA.
- (4) A lapse of risk cannot be claimed after the commencement of the insurance.
- (5) Revocations are only possible for contracts with terms of more than one month.
- (6) Refunds after effective revocation of the entire short-term contract are made
 - Before start of insurance: complete
 - After commencement of insurance: less the premium shares for the actual insured time and the flat rate of one third of the annual premium in accordance with §3(6) GTC

§ 12 Group service

In the case of group insurance, the invoices can optionally be grouped by individual participants (tick in the application). If a claim is made, the name of the respective participant must be given for each instrument.

§ 13 Other provisions

- (1) If any provision of this contract is or becomes invalid or unenforceable in whole or in part, this shall not affect the validity of the remaining provisions of this contract. An invalid provision shall be replaced by mutual agreement by a valid provision which corresponds as closely as possible to the original intention of the parties in economic terms. The same shall apply in the event of a loophole.
- (2) There are no ancillary agreements to this contract. Amendments and/or supplements must be made in writing. This also applies to a waiver of the written form requirement itself.
- (3) For permanent insurance and the insurance of professional orchestras, separate GTCs apply in each case.
- (4) The place of jurisdiction of Harmonia is Rosenheim. The place of jurisdiction for disputes with the risk carrier is the policyholder's place of residence.
- (5) In the event of any discrepancies in the translation, the German original shall prevail.

