



Instrument insurance

General Terms and Conditions (GTC) for the insurance of instruments up to max. € 100,000 each

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

- (1) The application is a binding request for the inclusion of the instruments/items described 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 in advance by SEPA direct debit mandate from the account of the principal (hereinafter referred to as policyholder or insured person) specified in the application.
- (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 baggage. 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.
 - Replacement instruments: Coverage of expenses for rental instruments of the same type and quality rented by the policyholder as long as insured instruments are being repaired after covered damage or after they have suffered a covered total loss. Reimbursement is limited to a maximum of 10% of the insured loss or 1,000 euros. The refundable period ends after completion of the repair or after a maximum of one month. During this time, the replacement instrument is insured at no extra cost. (Option RI)

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) New registrations for existing contracts must be made in writing (e-mail is sufficient) and will be invoiced on the basis of the resulting total sum insured.
- (7) 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.**
- (8) The annual premiums paid to the insurance company are charged to the policyholder including the applicable insurance tax and without any additional surcharge.
- (9) 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 (7). **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 policyholder's maximum applicable DED, payable per year and contract/renewal, this can be optionally cancelled. This cancellation can be revoked by Harmonia at any time. The above-mentioned surcharge can be increased or reduced individually by Harmonia if necessary.
- (4) In the event of abandonment and 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

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

§ 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 any 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.

§ 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](#) 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 can be agreed separately with the purchaser, the insurance contract for an instrument sold shall end at the next possible time. The notification of sale thus has the effect of a termination.

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

- (1) The contract runs for 12 months from the signing of the contract and is tacitly renewed for a further year in each case if it is not terminated in text form (e-mail suffices) at least 2 months before expiry. The minimum insurance period is 12 months. Without termination of the contract, individual instruments can also only be terminated after a minimum insurance period of 12 months each, but then also without notice. The replacement of an instrument by another, equivalent one is possible at any time.
- (2) Cancellations due to risk lapse become effective after the expiry of the minimum insurance period upon receipt of the proof.
- (3) Refunds of overpaid contributions shall be made instrument by instrument, at the earliest on the date of the respective effective termination.

§ 12 Value enhancement insurance

- (1) Insofar as the increase in value is to be insured for an instrument, the annual rate of increase shall be a maximum of 7%. In this case, the sum insured for this instrument increases automatically by the agreed increase in value annually at the main due date, but no earlier than 12 months after conclusion of the contract.
- (2) The termination of the increase in value can be declared in text form at any time, whereby the insurance contract is otherwise maintained.

§ 13 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.

§ 14 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 short-term insurance, insurance of individual instruments from € 100,000 and insurance of professional orchestras, separate general terms and conditions 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.

