

# SCHEDULE

Policy Number **1937165**

## INSURANCE DETAILS

**Period of insurance :** Continuous cover from 1st October 2017 until the policy is cancelled

**Underwritten by :** Hiscox Underwriting Ltd on behalf of the insurers listed for each section of the policy

**Payment method :** Payment by Broker's Account

## INSURED DETAILS

**Insured :** Standard members of Equity

**Address :** Equity,  
Guild House  
Upper St Martin's Lane,  
London  
WC2H 9EG

**Artist description :** Standard member of Equity

**General terms and conditions wording :** 12135 WD-HSP-UK-HEQ-Standard GTC-(4)  
The General terms and conditions apply to this policy in conjunction with the specific wording detailed in each section below



BIA Customer Care Award  
2012



Personal & Commercial Claims  
Team of the Year 2011

**Policy Number** [1937165]**Hencilla Equity scheme****GENERAL LIABILITY**

|                            |   |
|----------------------------|---|
| <b>Section wording</b>     | 12145 WD-HSP-UK-HEQ-STAN-PL(5)  |
| <b>Insurer</b>             | Hiscox Insurance Company Limited  |
| <b>Limit of indemnity</b>  | £10,000,000   |
| <b>Limit applies to</b>    | each and every occurrence, defence costs in addition, other than for pollution or for products to which a single aggregate policy limit including defence costs applies |
| <b>Excess</b>              | nil   |
| <b>Geographical limits</b> | Worldwide   |
| <b>Applicable courts</b>   | European Union  |

|                       |  |
|-----------------------|--|
| <b>Special Limits</b> | (included within and not in addition to the overall limit above) |
|-----------------------|--|

|                                |  |
|--------------------------------|--|
| <b>Criminal defence costs</b>  | £250 each and every claim up to a maximum amount of £10,000 in total |
| <b>Pollution defence costs</b> | £100,000 in the aggregate  |

**What is not covered**

**Claims first brought in the USA are not covered**

The General Terms of this policy and the terms, conditions and exclusions of the relevant sections all apply to this endorsement except as modified below:

**Endorsements- applicable to the whole policy****Clause****Data Protection Act**

By accepting **your policy**, you consent to **us** and the Hiscox group of companies (collectively referred to as Hiscox) using the information **we** may hold about **you** or others related to **your policy** for the purposes of providing insurance and handling claims, if any, and to process sensitive personal information about **you** or others related to **your policy** where this is necessary (for example health information or criminal convictions). This may mean Hiscox has to give some details to third parties involved in providing insurance cover. These may include insurance carriers, third-party claims adjusters, fraud detection and prevention services, third party service providers, reinsurance companies, insurer tracing offices and insurance regulatory authorities. Where such sensitive personal information relates to anyone other than **you**, **you** must obtain the explicit consent of the person to whom the information relates both to the disclosure of such information to **us** and its use by Hiscox as set out above. The information provided will be treated in confidence and in compliance with all relevant regulation and legislation. **You** or others related to **your policy** may have the right to apply for a copy of this information (for which Hiscox may charge a small fee) and to have any inaccuracies corrected.

For training and quality control purposes, telephone calls may be monitored or recorded.

**INFORMATION ABOUT US**

This policy is underwritten by Hiscox Underwriting Limited on behalf of the insurers listed below.

|                      |   |
|----------------------|---|
| Name                 | <b>Hiscox Underwriting Limited</b>                          |
| Registered address   | 1 Great St. Helens<br>London<br>EC3A 6HX<br>United Kingdom  |
| Company registration | Registered in England number 02372789                       |
| Status               | Authorised and regulated by the Financial Conduct Authority |

**Insurers**

These insurers provide cover as specified in each section of the schedule.

|                      |  |
|----------------------|--|
| Name                 | <b>Hiscox Insurance Company Limited</b>  |
| Registered address   | 1 Great St. Helens<br>London<br>EC3A 6HX<br>United Kingdom   |
| Company registration | Registered in England number 00070234  |
| Status               | Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority |



## Equity standard members insurance portfolio

### Policy wording

#### A seamless integrated insurance solution for Equity standard members.

Please read this wording, together with any **endorsements** and the schedule, very carefully. If anything is not correct, please notify **us** immediately.

This wording is fully protected by the laws of copyright. No unauthorised use or reproduction is permitted.

---

### Our promise to you

In return for the premium **you** have paid, **we** agree to insure **you** in accordance with the terms and conditions of the **policy**.

**Steve Langan**  
CEO, Hiscox Insurance Company

---

### Complaints procedure

Hiscox aims to ensure that all aspects of **your** insurance are dealt with promptly, efficiently and fairly. At all times Hiscox are committed to providing **you** with the highest standard of service. If **you** have any concerns about **your policy** or **you** are dissatisfied about the handling of a claim and wish to complain **you** should, in the first instance, contact Hiscox Customer Relations in writing at:

Hiscox Customer Relations  
The Hiscox Building  
Peasholme Green  
York YO1 7PR

or by telephone on +44 (0) 800 1164627 or +44 (0) 1904 681198  
or by email at [customer.relations@hiscox.com](mailto:customer.relations@hiscox.com).

Where **you** are not satisfied with the final response from Hiscox, **you** also have the right to refer **your** complaint to the Financial Ombudsman Service. For more information regarding the scope of the Financial Ombudsman Service, please refer to [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

|                            |  |
|----------------------------|--|
| <b>General definitions</b> | Words shown in <b>bold</b> type have the same meaning wherever they appear in this <b>policy</b> .<br>The words defined below are used throughout this <b>policy</b> . Any other definitions are shown in the section to which they apply.   |
| <b>Artist</b>              | Any individual person or their personal service limited company where that person is the sole director and employee who: <ul style="list-style-type: none"><li>a. exercises professional skill in the provision of entertainment; or</li><li>b. is a face or body painter including the use of glitter and temporary tattoos that can be removed the same day by soap and water; or</li><li>c. exercises professional skill in carrying out their duty of stage manager, choreographer, theatre designer or theatre director in the provision of entertainment and corporate events; or</li><li>d. is a teacher or voice coach engaged in the teaching of performing arts; or</li><li>e. exercises professional skill in modeling; or</li><li>f. exercises performance related skill in the provision of role playing, commentary, presentation and voice over to the commercial sector.</li></ul> |
| <b>Asbestos risks</b>      | <ul style="list-style-type: none"><li>a. The mining, processing, manufacturing, use, testing, ownership, sale or removal of asbestos, asbestos fibres or material containing asbestos; or</li><li>b. exposure to asbestos, asbestos fibres or materials containing asbestos; or</li><li>c. the provision of instructions, recommendations, notices, warnings, supervision or advice given, or which should have been given, in connection with asbestos, asbestos fibres or structures or materials containing asbestos.</li></ul>   |
| <b>Confiscation</b>        | Confiscation, nationalisation, requisition, expropriation, deprivation, destruction of or damage to property by or under the order of any government or public or local authority.   |
| <b>Date recognition</b>    | Any failure by any equipment (including any hardware or software) to correctly recognise any given date or to process any data or to operate properly due to any failure to correctly recognise any given date.  |
| <b>Endorsement</b>         | A change to the terms of the <b>policy</b> .   |
| <b>Excess</b>              | The amount <b>you</b> must bear as the first part of each agreed claim or loss.  |
| <b>Geographical limits</b> | The geographical area shown in the schedule.   |
| <b>Nuclear risks</b>       | <ul style="list-style-type: none"><li>a. Any sort of nuclear material, nuclear reaction, nuclear radiation or radioactive contamination;</li><li>b. any products or services which include, involve or relate in any way to anything in a. above, or the storage, handling or disposal of anything in a. above;</li><li>c. all operations carried out on any site or premises on which anything in a. or b. above is located.</li></ul>  |
| <b>Period of insurance</b> | The time for which this <b>policy</b> is in force as shown in the schedule.  |
| <b>Policy</b>              | This insurance document and the schedule, including any <b>endorsements</b> .  |
| <b>Program</b>             | A set of instructions written in a computer language which tells a computer how to process data or interact with ancillary equipment.  |
| <b>Standard member</b>     | A member of Equity who is in benefit in accordance with the rules of Equity who is not a <b>student member</b> or retired member and who is a: <ul style="list-style-type: none"><li>a. permanent resident of England, Scotland, Wales, Northern Ireland, the Isle of Man, the Channel Islands or Gibraltar; or</li><li>b. resident overseas visiting the United Kingdom, the Isle of Man, the Channel Islands or Gibraltar.</li></ul>   |

## General terms and conditions

|                        |  |
|------------------------|--|
| <b>Student member</b>  | An Equity student who participates in self-produced productions, rehearsals, profit share performances and occasional professional performances.   |
| <b>Stunt performer</b> | A <b>standard member</b> who performs or directs stunts and is: <ol style="list-style-type: none"> <li>registered on the Equity stunt register; and</li> <li>a permanent resident of England, Scotland, Wales, Northern Ireland, the Isle of Man or the Channel Islands.</li> </ol>  |
| <b>Terrorism</b>       | An act, or the threat of an act, by any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government, that: <ol style="list-style-type: none"> <li>is committed for political, religious, ideological or similar purposes; and</li> <li>is intended to influence any government or to put the public, or any section of the public, in fear; and</li> <li> <ol style="list-style-type: none"> <li>involves violence against one or more persons; or</li> <li>involves damage to property; or</li> <li>endangers life other than that of the person committing the action; or</li> <li>creates a risk to health or safety of the public or a section of the public; or</li> <li>is designed to interfere with or to disrupt an electronic system.</li> </ol> </li> </ol> |
| <b>Virus</b>           | <b>Programs</b> that are secretly introduced without <b>your</b> permission or knowledge including, but not limited to, malware, worms, trojans, rootkits, spyware, dishonest adware, crimeware and other malicious unwanted software.   |
| <b>War</b>             | War, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power.  |
| <b>We/us/our</b>       | The insurers named in the schedule.  |
| <b>You/your</b>        | The <b>standard members</b> shown in the schedule.   |

---

|   |   |
|---|---|
| <b>General conditions</b>               | The following conditions apply to the whole of this <b>policy</b> . Any other conditions are shown in the section to which they apply.  |
| Presentation of the risk                | <ol style="list-style-type: none"> <li>In agreeing to insure <b>you</b> and in setting the terms and premium, <b>we</b> have relied on the information <b>you</b> have given <b>us</b>. <b>You</b> must provide a fair presentation of the risk and must take care when answering any questions <b>we</b> ask by ensuring that all information provided is accurate and complete. A fair presentation is one which clearly discloses in a reasonably clear and accessible manner all material facts which <b>you</b> (including <b>your</b> senior management and those responsible for arranging this insurance) know or ought to know following a reasonable search.<br/><b>We</b> will consider that <b>you</b> have complied with the obligation to provide a fair presentation of the risk if:           <ol style="list-style-type: none"> <li><b>you</b> are a member of Equity and <b>you</b> did not provide any untrue, inaccurate or incomplete information to Equity, which if provided would have resulted in <b>you</b> being declined for membership; and</li> <li>all responses provided by <b>you</b> to the questions asked by <b>us</b> or on <b>our</b> behalf before we agreed to insure <b>you</b> were true, accurate and complete.</li> </ol> </li> </ol> |
| If you fail to make a fair presentation | <ol style="list-style-type: none"> <li> <ol style="list-style-type: none"> <li>If <b>we</b> establish that <b>you</b> deliberately or recklessly failed to present the risk to <b>us</b> fairly, <b>we</b> may treat this <b>policy</b> as if it never existed and refuse to make any payment under it. <b>You</b> must reimburse all payments already made by <b>us</b> and <b>we</b> will be entitled to retain all premiums paid.</li> <li>If <b>we</b> establish that <b>you</b> failed to present the risk to <b>us</b> fairly but that <b>your</b> failure was not deliberate or reckless, the remedy <b>we</b> will have available to <b>us</b> will depend upon what <b>we</b> would have done had <b>you</b> made a fair presentation of the risk, as follows:</li> </ol> </li> </ol>  |

## General terms and conditions

- i. if **we** would not have provided this **policy**, **we** may treat it as if it never existed and refuse to make any payment under it. **You** must reimburse all payments already made by **us**. **We** will refund any premiums **you** have paid; or
    - ii. if **we** would have provided this **policy** on different terms (other than as to premium), **we** will treat it as if it had been provided on such different terms from the start of the **period of insurance**. This may result in **us** making no payment for a particular claim or loss. **You** must reimburse any payment made by **us** that **we** would not have paid if such terms had been in effect.
- Change of circumstances 3. **You** must tell **us** as soon as reasonably possible if any of the responses provided by **you** to the questions asked by **us** or on **our** behalf before **we** agreed to insure **you** are no longer true, accurate and complete. **We** may then change the terms and conditions of this **policy** or cancel it in accordance with the Cancellation condition.
- If you fail to notify us of a change of circumstances 4. a. If **we** establish that **you** deliberately or recklessly failed to:
- i. notify **us** of a change of circumstances which may materially affect the **policy**; or
  - ii. comply with the obligation in 1. above to make a fair presentation of the risk to **us** when providing us with information in relation to a change of circumstances;
- we** may treat this **policy** as if it no longer existed from the date of such change of circumstances and refuse to make any payment under it in respect of any claim made or any loss occurring after that date. **You** must reimburse all payments already made by **us** relating to claims made or losses occurring after such date. **We** will be entitled to retain all premiums paid.
- b. If **we** establish that **you** failed to notify **us** of a change of circumstances or to make a fair presentation of the risk to **us** when providing **us** with information in relation to a change of circumstances, but that **your** failure was not deliberate or reckless, the remedy **we** will have available to **us** will depend upon what **we** would have done had **you** fairly presented the change of circumstances to **us**, as follows:
- i. if **we** would have cancelled this **policy**, **we** may treat it as cancelled from the date that such cancellation would have been effective and refuse to make any payment under it in respect of any claim made or any incident occurring after that date. **You** must reimburse any payments already made by **us** relating to claims made or losses occurring after such date. **We** will refund any premiums **you** have paid in respect of any period after the date when cancellation would have been effective; or
  - ii. if **we** would have provided this **policy** on different terms (other than as to premium), **we** will treat it as if it had been provided on such different terms from the date when **your** circumstances changed. This may result in **us** making no payment for a particular claim or loss.
- Reasonable precautions 5. **You** must take reasonable steps to prevent accident or injury and to protect **your** property against loss or damage. **You** must keep any property insured under this **policy** in good condition and repair. **We** will not make any payment under this **policy** in respect of any incident occurring whilst **you** are not in compliance with this condition unless **you** can demonstrate that such non-compliance could not have increased the risk of the loss, damage, accident or injury occurring in the circumstances in which it occurred.
- In benefit 6. **We** will not make any payment under this **policy** unless **you**:
- a. have been accepted into membership of Equity and are no more than 13 weeks in arrears with Equity for their subscription levies, dues, loans or fines; or
  - b. have applied for membership of Equity and **your** application is pending at the time of the incident giving rise to a claim, subject to the following:
    - i. **you** are eligible for membership of Equity; and
    - ii. **you** have submitted an Equity application form; and
    - iii. **you** have paid the entrance fee and subscription to Equity.
- Premium payment 7. **We** will not make any payment under this **policy** until **you** have paid the premium.

## General terms and conditions

|                               |  |
|-------------------------------|--|
| Cancellation                  | <p>8. <b>You or we</b> can cancel the <b>policy</b> by giving 30 days' written notice. <b>We</b> will give <b>you</b> a pro-rata refund of the premium for the remaining portion of the <b>period of insurance</b> after the effective date of cancellation for which <b>you</b> have already paid. However, <b>we</b> will not refund any premium under £20.</p> <p>If <b>we</b> have agreed that <b>you</b> can pay <b>us</b> the premium by instalments and <b>we</b> have not received an instalment 14 days after the due date, <b>we</b> may cancel the <b>policy</b>. In this event, the <b>period of insurance</b> will equate to the period for which premium instalments have been paid to <b>us</b>. <b>We</b> will confirm the cancellation and amended <b>period of insurance</b> to <b>you</b> in writing.</p> |
| Multiple insureds             | <p>9. The most <b>we</b> will pay is the relevant amount shown in the schedule.</p> <p>If more than one insured is named in the schedule, the total amount <b>we</b> will pay will not exceed the amount <b>we</b> would be liable to pay to any one of <b>you</b>.</p> <p><b>You</b> agree that the insured named in the schedule, or if there is more than one insured named in the schedule the first of them, is authorised to receive all notices and agree any amendments to the <b>policy</b>.</p>  |
| Aggregate limit               | <p>10. Where this <b>policy</b> specifies an aggregate limit, this means <b>our</b> maximum payment for all relevant claims or losses covered under the <b>policy</b> during the <b>period of insurance</b>.</p> <p>If the <b>period of insurance</b> is continuous, the aggregate limit will apply to all relevant claims or losses covered under the <b>policy</b> during the 12 months from the date the continuous cover starts. Each aggregate limit will be reinstated to the level shown in the schedule at each anniversary.</p>   |
| Rights of third parties       | <p>11. <b>You and we</b> are the only parties to this <b>policy</b>. Nothing in this <b>policy</b> is intended to give any person any right to enforce any term of this <b>policy</b> which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.</p>   |
| Other insurance               | <p>12. <b>We</b> will not make any payment under this <b>policy</b> where <b>you</b> would be entitled to be paid under any other insurance if this <b>policy</b> did not exist except in respect of any amount in excess of the amount that would have been payable under such other insurance had this <b>policy</b> not been effected. If such other insurance is provided by <b>us</b> the most <b>we</b> will pay under this <b>policy</b> will be reduced by the amount payable under such other insurance.</p>  |
| Cover under multiple sections | <p>13. Where <b>you</b>, including anyone within the meaning of 'you' or 'insured person' in any section of the <b>policy</b>, are entitled to cover under more than one section of the <b>policy</b> in respect of the same claim or loss, or any part of a claim or loss, <b>we</b> shall only provide cover under one section of the <b>policy</b>, being the section that provides the most advantageous cover to <b>you</b> or the party entitled to cover.</p>   |
| Governing law                 | <p>14. Unless some other law is agreed in writing, this <b>policy</b> will be governed by the laws of England.</p>   |
| Arbitration                   | <p>15. Any dispute arising out of or relating to this insurance, including over its construction, application and validity, will be referred to a single arbitrator in accordance with the Arbitration Act then in force.</p>  |

---

### General claims conditions

The following claims conditions apply to the whole of this **policy**. Any other claims conditions and procedures are shown in the section to which they apply.

|                  |  |
|------------------|--|
| Your obligations | <p>1. <b>We</b> will not make any payment under this <b>policy</b> unless <b>you</b>:</p> <ol style="list-style-type: none"> <li>a. give <b>us</b> prompt notice of anything which is likely to give rise to a claim under this <b>policy</b>, in accordance with the terms of each section; and</li> <li>b. give <b>us</b>, at <b>your</b> expense, any information which <b>we</b> may reasonably require and co-operate fully in the investigation of any claim under this <b>policy</b>.</li> </ol> <p>2. <b>You</b> must:</p> <ol style="list-style-type: none"> <li>a. make every reasonable effort to minimise any loss, damage or liability and take appropriate emergency measures immediately if they are required to reduce any claim; and</li> </ol> |
|------------------|--|



## General terms and conditions

- b. give **us** all assistance which **we** may reasonably require to pursue recovery of amounts **we** may become liable to pay under this **policy**, in **your** name but at **our** expense.

If **you** fail to do so, **you** shall be liable to **us** for an amount equal to the detriment **we** have suffered as a result of **your** failure to comply with this obligation, which **we** may deduct from any payment **we** make under this **policy**.

### Fraud

- 3. If **you** or anyone entitled to cover in respect of any claim or loss, or anyone on behalf of you or such other person, tries to deceive **us** by deliberately giving **us** false information or making a fraudulent claim under this **policy** then:
  - a. **we** shall be entitled to give **you** notice of termination of the **policy** with effect from the date of any fraudulent act or claim or the provision of such false information;
  - b. **we** shall be entitled to refuse to make any payment under the **policy** in respect of any claim made or any loss occurring after the date of any fraudulent act or claim or the provision of such false information;
  - c. **you** must reimburse all payments already made by **us** relating to claims made or losses occurring after the date of any fraudulent act or claim or the provision of such false information; and
  - d. **we** shall be entitled to retain all premiums paid,

This does not affect **your** rights in relation to any claim made or loss occurring before the date of any fraudulent act or claim or the provision of such false information.

- 4. Where this **policy** provides cover for any individual who, or entity that, is not a party to the **policy**, and where such an individual or entity (or anyone on their behalf) tries to deceive **us** by deliberately giving **us** false information or making a fraudulent claim under this **policy**, **our** rights set out in 3. above apply only to any individual or entity that gave the false information or made the fraudulent claim.

The General terms and conditions and the following terms and conditions all apply to this section.

---

**Special definitions for this section**

|                             |  |
|-----------------------------|--|
| <b>Abuse or molestation</b> | <b>Bodily injury</b> directly or indirectly caused by abuse, assault, harassment, mistreatment or maltreatment.  |
| <b>Bodily injury</b>        | Death, or any bodily or mental injury or disease of any person.  |
| <b>Concept design</b>       | Conceptual theatrical artwork and designs including lighting, costumes, props, sets and scenery in respect of performances or productions in connection with film, television, theatre and like media including corporate and educational events.  |
| <b>Defence costs</b>        | Costs incurred with <b>our</b> prior written agreement to investigate, settle or defend a claim against <b>you</b> .   |
| <b>Denial of access</b>     | Nuisance, trespass or interference with any easement or right of air, light, water or way.   |
| <b>Employee</b>             | Any person normally resident in the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or the Republic of Ireland working for <b>you</b> who is:<br>a. employed by <b>you</b> under a contract of service or apprenticeship;<br>b. hired to <b>you</b> or loaned by <b>you</b> ;<br>c. self-employed and working on a labour-only basis under <b>your</b> control or supervision;<br>d. engaged by labour-only sub-contractors;<br>e. a labour master or a person supplied by him;<br>f. engaged under a work experience or training scheme. |
| <b>Hypnotism</b>            | Any technique involving stage hypnotism, hypnotherapy or the like.   |
| <b>Inefficacy</b>           | The failure of any of <b>your products</b> or any service, process or system provided or managed by <b>you</b> to perform the function or serve the purpose for which it was intended.   |
| <b>Personal injury</b>      | False arrest, detention or imprisonment; malicious prosecution; wrongful entry into, or eviction of a person from, a room, dwelling or premises that they occupy; invasion of any rights of privacy.   |
| <b>Pollution</b>            | Any pollution or contamination, including noise, electromagnetic fields, radiation and radio waves.  |
| <b>Products</b>             | Any goods sold, supplied, distributed, manufactured, constructed, erected, installed, altered, tested, serviced, maintained, repaired, cleaned or treated by <b>you</b> .  |
| <b>Property damage</b>      | Physical loss of or injury to or destruction of tangible property including the resulting loss of use of such property.  |
| <b>Tool of trade</b>        | Mobile plant or equipment being used where insurance or security is not required under the provisions of any road traffic legislation.   |

---

**What is covered**

|                           |   |
|---------------------------|---|
| Claims against you        | If solely as a direct result of <b>your</b> activities as an <b>artist</b> any party brings a claim against <b>you</b> for:<br>a. <b>bodily injury</b> or <b>property damage</b> occurring during the <b>period of insurance</b> ;<br>b. <b>personal injury</b> or <b>denial of access</b> committed during the <b>period of insurance</b> ;<br><b>we</b> will indemnify <b>you</b> against the sums <b>you</b> have to pay as compensation.<br><b>We</b> will also pay <b>defence costs</b> but <b>we</b> will not pay costs for any part of a claim not covered by this section.  |
| Claims against principals | If, as a result of <b>your</b> activities as an <b>artist</b> , any party brings a claim, which falls within the scope of <b>what is covered</b> , claims against <b>you</b> , against a customer or client of <b>yours</b> for whom <b>you</b> are providing services under contract or agreement and <b>you</b> are liable for that claim, <b>we</b> will treat such claim as if made against <b>you</b> and make the same payment to such customer or client that <b>we</b> would have made to <b>you</b> , provided that the party to be indemnified:<br>a. has not, in <b>our</b> reasonable opinion, caused or contributed to the claim against them;<br>b. accepts that <b>we</b> can control the claim's defence and settlement in accordance with the terms of this section; |

- c. has not admitted liability or prejudiced the defence of the claim before **we** are notified of it;
- d. gives **us** the information and co-operation **we** reasonably require for dealing with the claim.

### Criminal proceedings costs

If any governmental, administrative or regulatory body brings any criminal action against **you** during the **period of insurance** for any breach of statute or regulation directly relating to any actual or potential claim under this section, **we** will pay the costs incurred with **our** prior written consent to defend such an action against **you**.

### Additional cover

#### Court attendance compensation

If **you** have to attend court as a witness in connection with a claim against **you** covered under this section, **we** will pay **you** compensation for each day that **your** attendance is required by **our** solicitor.

### What is not covered

#### Property for which a member is responsible

- A. **We** will not make any payment for any claim or loss directly or indirectly due to:
1. loss of or damage to any property belonging to **you** or which at the time of the loss or damage is in **your** care, custody or control. This does not apply to:
    - a. vehicles or personal effects belonging to visitors, while on **your** premises;
    - b. premises, including their contents, which are not owned or rented by **you**, where **you** are temporarily carrying out **your** activities as an **artist**;
    - c. premises rented to **you**, for loss or damage not insurable under property insurance policies and for which **you** would not be liable other than by the lease or other agreement.
  2. the ownership, possession, maintenance or use by **you** or on **your** behalf of any aircraft or other aerial device, hovercraft, watercraft (other than hand propelled or sailing craft less than 20 feet in length in inland or territorial waters) or any mechanically propelled vehicles and their trailers.
 

This does not apply to:

    - a. any **tool of trade**;
    - b. the loading or unloading of any vehicle off the highway.

#### Injury to employees

3. **Bodily injury or personal injury** to any **employee**.

#### Pollution

4.
  - a.
    - i. any **pollution** of buildings or other structures or of water or land or the atmosphere; or
    - ii. any **bodily injury or property damage** directly or indirectly caused by **pollution**; unless caused by a sudden, identifiable, unintended and unexpected incident which occurs in its entirety at a specific time and place during the **period of insurance**;
  - b. any **pollution** occurring in the United States of America or Canada.

#### Computer virus

5. transmission of a computer **virus**.

#### Professional advice

6. designs, plans, specifications, formulae, directions or advice prepared or given by **you** other than claims brought against **you** for **bodily injury or property damage** as a direct result of **concept design**.

#### Your products

7. the costs of repairing, reconditioning or replacing any **product** or any of its parts.
8.
  - a. any of **your products** relating to aircraft, including missiles or spacecraft, and any ground support or control equipment used in connection with such products;
  - b. any of **your products** installed in aircraft, including missiles or spacecraft, or used in connection with such craft, or for tooling used in their manufacture including ground-handling tools and equipment, training aids, instruction manuals, blueprints, engineering or other data, advice and services and labour relating to such craft or **your products**.

#### Inefficacy

9. **inefficacy**.

#### Deliberate or reckless acts

10. any act, breach, omission or infringement **you** deliberately, spitefully, dishonestly or recklessly commit, condone or ignore which could reasonably be expected to cause injury or damage to another party even if such injury or damage is of a different degree or

|   |   |
|---|---|
|   | type than could reasonably have been anticipated.   |
| Contracts                                       | 11. <b>your</b> liability under any contract which is greater than the liability <b>you</b> would have at law without the contract.   |
| Date recognition                                | 12. <b>date recognition</b> .   |
| War, terrorism and nuclear                      | 13. <b>war, terrorism or nuclear risks</b> .  |
| Asbestos  | 14. <b>asbestos risks</b> .   |
| Abuse or molestation                            | 15. <b>abuse or molestation</b> .   |
| Pyrotechnics                                    | 16. the use of pyrotechnics, explosives or any other special effect involving fire or explosion other than the use of flash cotton, flash string or flash paper.  |
| Production                                      | 17. <b>your</b> activities as an <b>artist</b> when under the direction, supervision or instruction of a production company. This does not apply to <b>standard members</b> engaged in the opening or closing parade of a circus.   |
| Hypnotism                                       | 18. <b>hypnotism</b> .  |
| Other members                                   | 19. a. <b>bodily injury or personal injury</b> to any <b>student member</b> or <b>artist</b> ; or<br>b. <b>property damage</b> where the property belongs to any <b>student member</b> or <b>artist</b> ; whilst the <b>student member</b> or <b>artist</b> is performing with <b>you</b> . |
| Face and body art                               | 20. <b>bodily injury or property damage</b> arising from <b>your</b> activities involving henna or permanent and semi permanent tattoos.<br>B. <b>We</b> will not make any payment for:   |
| Restricted recovery rights                      | 1. that part of any claim where <b>your</b> right of recovery is restricted by any contract.  |
| Non-compensatory payments                       | 2. fines and contractual penalties, punitive or exemplary damages.  |
| Claims outside the applicable courts            | 3. any claim, including arbitration, brought outside the countries set out in the schedule under applicable courts.<br>This applies to proceedings in the applicable courts to enforce, or which are based on, a judgment or award from outside the applicable courts.                      |
| Work undertaken outside the geographical limits | 4. any claim brought against <b>you</b> resulting from work <b>you</b> undertake in any country outside the <b>geographical limits</b> .  |

### How much we will pay

**We** will pay up to the limit of indemnity shown in the schedule for each actual or threatened claim, unless limited below. **We** will also pay for **defence costs**. However, if a payment greater than the limit of indemnity has to be made for a claim **our** liability for **defence costs** will be limited to the same proportion that the limit of indemnity bears to the amount paid. **You** must pay the **excess** for each claim.

All claims which arise from the same original cause, a single source or a repeated or continuing shortcoming in **your** work will be regarded as one claim.

### Special limits

|           |  |
|-----------|--|
| Products  | For claims arising from <b>your products</b> , the most <b>we</b> will pay is a single limit of indemnity for the total of all such claims. <b>We</b> will also pay for <b>defence costs</b> for those claims until the limit of indemnity has been exhausted. <b>You must</b> pay the relevant <b>excess</b> shown in the schedule.   |
| Pollution | For claims arising from <b>pollution</b> , the most <b>we</b> will pay is a single limit of indemnity for the total of all such claims and their <b>defence costs</b> , including any claims forming part of a series of other claims regarded as one claim under this section. The most <b>we</b> will pay for <b>defence costs</b> in relation to <b>pollution</b> claims is the amount shown in the schedule. <b>You</b> must pay the relevant <b>excess</b> shown in the schedule. |

|   |   |
|---|---|
| Claims brought in against you in USA/Canada | If it is stated in the schedule that cover is provided for claims brought in the United States of America or Canada, the most <b>we</b> will pay is a single limit of indemnity for the total of all such claims and their <b>defence costs</b> . <b>You</b> must pay the relevant <b>excess</b> shown in the schedule.           |
| Criminal proceedings costs                  | The most <b>we</b> will pay for the costs to defend criminal proceedings is the amount shown in the schedule. This applies to all actions brought against <b>you</b> during the <b>period of insurance</b> .  |
| Court attendance compensation               | The most <b>we</b> will pay <b>you</b> for compensation for each day, or part day is £250.<br>The most <b>we</b> will pay for the total of all court attendance compensation is £10,000.  |
| Paying out the limit of indemnity           | At any stage <b>we</b> can pay <b>you</b> the applicable limit of indemnity or what remains after any earlier payment from that limit. <b>We</b> will pay <b>defence costs</b> already incurred at the date of <b>our</b> payment. <b>We</b> will then have no further liability for those claims or their <b>defence costs</b> . |

---

**Your obligations**

**We** will not make any payment under this section:

|                     |  |
|---------------------|--|
| If a problem arises | <ol style="list-style-type: none"><li>1. unless <b>you</b> notify <b>us</b> promptly of any claim or threatened claim against <b>you</b>. For claims arising out of <b>bodily injury</b>, <b>you</b> must notify <b>us</b> immediately and in any event within seven days of a claim or <b>your</b> awareness of anything which may give rise to a claim under this section. At <b>our</b> request, <b>you</b> must confirm the facts in writing within 30 days with as much information as is available.<br/><b>You</b> should make this notification directly to <b>us</b> as follows, ensuring <b>you</b> quote <b>your</b> policy number:<br/>by email to <a href="mailto:liability.claims@hiscox.com">liability.claims@hiscox.com</a>; or<br/>by post to Hiscox Liability Claims, 25 London Road, Sittingbourne ME10 1PE.</li><li>2. unless <b>you</b> notify <b>us</b> as soon as practicable of:<ol style="list-style-type: none"><li>a. <b>your</b> discovery that <b>products</b> are defective;</li><li>b. any threatened criminal action by any governmental, administrative or regulatory body.</li></ol></li><li>3. if, when dealing with <b>your</b> client or a third-party, <b>you</b> admit that <b>you</b> are liable for what has happened or make any offer, deal or payment, unless <b>you</b> have <b>our</b> prior written agreement. <b>You</b> must also not reveal the amount of cover available under this insurance, unless <b>you</b> had to give these details in negotiating a contract with <b>your</b> client or have <b>our</b> prior written agreement.</li></ol> |
| Correcting problems | <b>We</b> will not make any payment for <b>products</b> claims if <b>you</b> fail to take reasonable steps to remedy or rectify, at <b>your</b> expense, any defect or failure in the goods or services <b>you</b> have supplied to a client, customer or distributor.   |

---

**Control of defence**

**We** have the right, but not the obligation, to take control of and conduct in **your** name, the investigation, settlement or defence of any claim. If **we** think it necessary **we** will appoint an adjuster, solicitor or any other appropriate person to deal with the claim. **We** may appoint **your** own solicitor but on a similar-fee basis as **our** solicitor and only for work done with **our** prior written approval. Proceedings will only be defended if there is a reasonable prospect of success and taking into account the commercial considerations of the costs of defence.