

# SCHEDULE

Policy Number **1937165**

## INSURANCE DETAILS

**Period of insurance :** Continuous cover from 1<sup>st</sup> 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-(5)  
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**
**BACKSTAGE COVER**

**Section wording**                    12149 WD-HSP-UK-HEQ- Standard PYA (3)  
**Insurer**                                Hiscox Insurance Company Limited

Item description	Excess	Amount Insured
Backstage Cover (WW)	£10 personal belongings or £100 for valuables whichever is the higher	£500

**Excess applies to**                    each and every claim  
**Geographical limits**                Worldwide

**Special limits**                                (included within and not in addition to the overall limit/amount insured above)

**Valuables**                                    £250 each and every claim  
**Single item limit**                        £100 each and every claim other than for musical instruments and valuables

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 London EC3A 6HX 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 London EC3A 6HX 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.

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### 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

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### 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> . 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: <ol style="list-style-type: none"><li>exercises professional skill in the provision of entertainment; or</li><li>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>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>is a teacher or voice coach engaged in the teaching of performing arts; or</li><li>exercises professional skill in modeling; or</li><li>exercises performance related skill in the provision of role playing, commentary, presentation and voice over to the commercial sector.</li></ol>
<b>Asbestos risks</b>	<ol style="list-style-type: none"><li>The mining, processing, manufacturing, use, testing, ownership, sale or removal of asbestos, asbestos fibres or material containing asbestos; or</li><li>exposure to asbestos, asbestos fibres or materials containing asbestos; or</li><li>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></ol>
<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>	<ol style="list-style-type: none"><li>Any sort of nuclear material, nuclear reaction, nuclear radiation or radioactive contamination;</li><li>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>all operations carried out on any site or premises on which anything in a. or b. above is located.</li></ol>
<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: <ol style="list-style-type: none"><li>permanent resident of England, Scotland, Wales, Northern Ireland, the Isle of Man, the Channel Islands or Gibraltar; or</li><li>resident overseas visiting the United Kingdom, the Isle of Man, the Channel Islands or Gibraltar.</li></ol>

## 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 is not a circus or variety performer and who is engaged to undertake <b>stunt performing activities</b> within film, television production or live events.
<b>Stunt performing activities</b>	Any hazardous activity performed as a stunt including but not restricted to martial arts, boxing, fighting, wrestling, trampolining, gymnastics, acrobatics, aerial activities including flying, parachuting, paragliding, driving or riding any mechanical vehicle, horse riding, rock climbing, swimming, sub aqua activities and any activity involving the use of fire.
<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: <ul style="list-style-type: none"> <li>a. is committed for political, religious, ideological or similar purposes; and</li> <li>b. is intended to influence any government or to put the public, or any section of the public, in fear; and</li> <li>c. <ul style="list-style-type: none"> <li>i. involves violence against one or more persons; or</li> <li>ii. involves damage to property; or</li> <li>iii. endangers life other than that of the person committing the action; or</li> <li>iv. creates a risk to health or safety of the public or a section of the public; or</li> <li>v. is designed to interfere with or to disrupt an electronic system.</li> </ul> </li> </ul>
<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.

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

Presentation of the risk	<p>1. 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.</p> <p><b>We</b> will consider that <b>you</b> have complied with the obligation to provide a fair presentation of the risk if:</p> <ul style="list-style-type: none"> <li>a. <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>b. 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> </ul>
If you fail to make a fair presentation	<p>2. a. 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.</p> <p>b. 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:</p>

## 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
8. **You or we** can cancel the **policy** by giving 30 days' written notice. **We** will give **you** a pro-rata refund of the premium for the remaining portion of the **period of insurance** after the effective date of cancellation for which **you** have already paid. However, **we** will not refund any premium under £20.
- If **we** have agreed that **you** can pay **us** the premium by instalments and **we** have not received an instalment 14 days after the due date, **we** may cancel the **policy**. In this event, the **period of insurance** will equate to the period for which premium instalments have been paid to **us**. **We** will confirm the cancellation and amended **period of insurance** to **you** in writing.
- Multiple insureds
9. The most **we** will pay is the relevant amount shown in the schedule.
- If more than one insured is named in the schedule, the total amount **we** will pay will not exceed the amount **we** would be liable to pay to any one of **you**.
- You** 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 **policy**.
- Aggregate limit
10. Where this **policy** specifies an aggregate limit, this means **our** maximum payment for all relevant claims or losses covered under the **policy** during the **period of insurance**.
- If the **period of insurance** is continuous, the aggregate limit will apply to all relevant claims or losses covered under the **policy** 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.
- Rights of third parties
11. **You and we** are the only parties to this **policy**. Nothing in this **policy** is intended to give any person any right to enforce any term of this **policy** which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.
- Other insurance
12. **We** will not make any payment under this **policy** where **you** would be entitled to be paid under any other insurance if this **policy** 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 **policy** not been effected. If such other insurance is provided by **us** the most **we** will pay under this **policy** will be reduced by the amount payable under such other insurance.
- Cover under multiple sections
13. Where **you**, including anyone within the meaning of 'you' or 'insured person' in any section of the **policy**, are entitled to cover under more than one section of the **policy** in respect of the same claim or loss, or any part of a claim or loss, **we** shall only provide cover under one section of the **policy**, being the section that provides the most advantageous cover to **you** or the party entitled to cover.
- Governing law
14. Unless some other law is agreed in writing, this **policy** will be governed by the laws of England.
- Arbitration
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.

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### 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

1. **We** will not make any payment under this **policy** unless **you**:
  - a. give **us** prompt notice of anything which is likely to give rise to a claim under this **policy**, in accordance with the terms of each section; and
  - b. give **us**, at **your** expense, any information which **we** may reasonably require and co-operate fully in the investigation of any claim under this **policy**.
2. **You** must:
  - 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



## 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.

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**Special definitions for this section**

<b>Communicable disease</b>	Any communicable, infectious, or contagious disease, Including any related variation, strain, virus, complex or syndrome.
<b>Damage</b>	Accidental physical loss or physical damage.
<b>Money</b>	Cash, cheques, bank drafts, travel tickets, traveller's cheques, current postage stamps, savings certificates, premium bonds or other negotiable documents belonging to <b>you</b> .
<b>Personal items</b>	Baggage, clothing, instruments and other similar items carried about the person which belong to <b>you</b> . This definition does not include <b>money</b> or <b>valuables</b> .
<b>Valuables</b>	Jewellery and watches which belong to <b>you</b> .

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**What is covered**

We will insure **you** against **damage** occurring during the **period of insurance** to **personal items** or **valuables** whilst undertaking or travelling for **your** activities as an **artist**.

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**What is not covered**

We will not make any payment for:

1. the first £10 of any claim for **personal items**.
2. the first £100 of any claim for **valuables**.
3. **damage** to **money**.
4. **damage** to contact lenses or spectacles.
5. **damage** to mobile phones.
6. **damage** to any portable electronic equipment unless used directly in connection with a professional performance.
7. **damage** to any electrical or mechanical item directly resulting from its own breakdown, explosion or collapse.
8. **damage** caused by:
  - a. wear and tear, inherent defect, rot, fungus, mould, vermin or infestation, or any gradually operating cause;
  - b. theft from an unattended vehicle unless the item is out of sight in a locked compartment and entry is gained to the vehicle by forcible and violent means;
  - c. cleaning or maintenance.
9. any indirect or consequential losses which result from the incident which caused **you** to claim.
10.
  - a. **damage** caused solely by pollution or contamination; or
  - b. any costs or expenses relating to the clean up or decontamination of land caused by pollution or contamination.
11. the amount of the **excess**.
12. any **damage**, loss, cost or expense directly or indirectly caused by, contributed to by, resulting from or in connection with any of the following:
  - a. **terrorism**;
  - b. civil commotion in Northern Ireland;
  - c. **war**;
  - d. **confiscation**;
  - e. **nuclear risks**;



## Equity standard members property (backstage)

Policy wording

- f. **communicable disease** or the fear or threat of **communicable disease**; or
- g. any action taken in controlling, preventing, suppressing or in any way responding to a. to f. above.

If there is any dispute between **you** and **us** over the application of 12a or 12b above, it will be for **you** to show that the clause does not apply.

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**How much we will pay**

At our option **we** will repair, replace or pay for any lost or damaged items, subject to the limits below:

**Special limits**

The most **we** will pay for **personal items** is £500 for each and every claim.

The most **we** will pay for **valuables** is £250 for each and every claim.

The most **we** will pay for any one item, other than musical instruments and **valuables** is £100.

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**Your obligations**

If any damage occurs

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

1. notify **us** promptly of any **damage** which might be covered; and
2. report to the police, as soon as reasonably possible, any **damage** arising from theft, arson, malicious damage, riot or civil commotion and obtain a crime reference from them.