

Equity standard and enhanced member's personal accident

Policy wording

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

Special definitions for this section

Accidental bodily injury	An identifiable physical injury, including illness solely and directly resulting from the injury, which is caused by an accident occurring at an identifiable time and place during the operative time and which results in your death, disablement or disfigurement within 24 calendar-months of the date of the accident.										
Dancer and physical artist	A standard member who has registered and paid for the performers' accident MRI/RIB cover.										
Disablement	Loss of sight, loss of limb, permanent total disablement or temporary total disablement .										
Disfigurement	A permanent facial disfigurement more than 20mm long which is ordinarily visible for a period beyond 12 months following the date of the accident in the area forward of the ears from the hairline down to and including the lower jaw. In the event of any dispute arising you and us shall each appoint a separate medical consultant with a third jointly-appointed consultant as arbitrator whose decision will be final.										
Enhanced member	A standard member other than a stunt performer , over 18 years and under 75 yrs, who has written evidence of either, a) employment as an artist within the past eight weeks or b) future employment as an artist within the next eight weeks, who has registered for the 24 hour cover and paid the £5 annual premium.										
Hand model	A model who has registered with Equity as a hand model.										
Inception	Start date of the period of insurance as shown in the schedule.										
Loss of sight	Permanent and total loss of sight in an eye.										
Loss of limb	Loss by physical separation of an arm, hand, foot or leg at or above the wrist or at or above the ankle, or permanent and total loss of use of a complete arm, hand, foot or leg.										
Medical expenses	The cost of medical, surgical or other remedial attention or treatment given or prescribed by a suitably qualified medical practitioner and all hospital, nursing home and ambulance charges connected with a valid claim under this section.										
Model	Any standard member whose activities as an artist include modelling.										
Operative time	The time during the period of insurance when you are covered under this section as shown below: <table border="0" style="margin-left: 20px;"> <thead> <tr> <th style="text-align: left;">Category of membership</th> <th style="text-align: left;">Operative time</th> </tr> </thead> <tbody> <tr> <td style="vertical-align: top;">Standard member</td> <td>Whilst performing as an artist or where you are rehearsing, practising, auditioning or training in connection with a contract of employment and travelling to and from the location of the above</td> </tr> <tr> <td style="vertical-align: top;">Enhanced member</td> <td>At any time</td> </tr> <tr> <td style="vertical-align: top;">Dancer and physical artist</td> <td>Whilst performing as an artist or where you are rehearsing, practising, auditioning or training in connection with a contract of employment</td> </tr> <tr> <td style="vertical-align: top;">Model</td> <td>At any time.</td> </tr> </tbody> </table>	Category of membership	Operative time	Standard member	Whilst performing as an artist or where you are rehearsing, practising, auditioning or training in connection with a contract of employment and travelling to and from the location of the above	Enhanced member	At any time	Dancer and physical artist	Whilst performing as an artist or where you are rehearsing, practising, auditioning or training in connection with a contract of employment	Model	At any time.
Category of membership	Operative time										
Standard member	Whilst performing as an artist or where you are rehearsing, practising, auditioning or training in connection with a contract of employment and travelling to and from the location of the above										
Enhanced member	At any time										
Dancer and physical artist	Whilst performing as an artist or where you are rehearsing, practising, auditioning or training in connection with a contract of employment										
Model	At any time.										
Permanent total disablement	Disablement which totally prevents you from working as an artist , which lasts continuously for 12 calendar-months and which at the end of that period is without prospect of improvement.										
Temporary total disablement	Disablement which totally prevents you from carrying out all parts of your occupation as an artist .										

What is covered

We will pay **you** or the beneficiary of **your policy** the appropriate benefit shown in the schedule if:

- a. **you**, suffer **accidental bodily injury**;
- b. **you** incur **medical expenses** in connection with **accidental bodily injury**.

Additional cover

Coma benefit

If **you** suffer **accidental bodily injury** which within 90 days is the sole and independent cause of **you** being in a continuous unconscious state then **we** will pay £50 for each full 24-hour period up to a maximum of 52 weeks while **you** remain in a continuous unconscious state.

Dental treatment

If **you** suffer loss or damage to **your** teeth or any dental prostheses which is caused by an unforeseen and unexpected incident by means of direct extra-oral impact occurring at an identifiable time and place during the **operative time**, **we** will pay **you** the necessary and reasonable cost of treatment by a suitably licensed and qualified dentist. However, **we** will not make any payment for:

- a. the treatment of a dental injury caused by the consumption of food and drink;
- b. the treatment of a dental injury caused by **you** participating in any sport;
- c. the treatment of a dental injury caused by any oral hygiene activity;
- d. the treatment of a dental injury for which **you** have not sought treatment within seven days of the incident;
- e. treatment of a dental injury caused by damage to dental prostheses while **you** are not wearing them.

Disability assistance

The necessary and reasonable costs incurred with **our** prior consent to make alterations to **your** main home or car as a direct and necessary result of **permanent total disablement** if during the **operative time** **you** suffer an **accidental bodily injury** which within 24 months of the date of the accident is the sole and independent cause of **permanent total disablement** and for which a payment has been made as a result of **loss of sight, loss of limb or permanent total disablement**.

Funeral expenses

The necessary and reasonable costs incurred with **our** prior consent for funeral expenses if during the **operative time** **you** suffer **accidental bodily injury** which within 24 months of the date of the accident is the sole and independent cause of **your** death.

In-patient benefit

If **you** suffer an **accidental bodily injury** which on the recommendation of a medical practitioner results in hospital admission then **we** will pay £50 for each full 24-hour period up to a maximum of 52 weeks while **you** remain a hospital in-patient as a direct result of the **accidental bodily injury**.

Optical treatment

If **you** suffer loss or damage to **your** eyes which is caused by an unforeseen and unexpected incident by means of direct extra-optical impact occurring at an identifiable time and place during the **operative time**, **we** will pay **you** the necessary and reasonable cost of treatment by a suitably licensed and qualified optician or ophthalmologist. However, **we** will not make any payment for:

- a. the treatment of an optical injury caused by the insertion or removal of **your** contact lenses;
- b. the treatment of an optical injury caused by **you** participating in any sport;
- c. the treatment of an optical injury directly or indirectly arising out of or contributed to by **you** having previously undergone laser eye surgery;
- d. the treatment of an optical injury for which **you** have not sought treatment within seven days of the incident.

Additional cover

Dancer and physical artists

Performers' accident MRI/ RIB cover

The necessary and reasonable costs incurred by a **dancer and physical artist** for the cost of a magnetic resonance imaging scan or a radio isotope bone scan and associated **medical expenses** if while performing or rehearsing the **dancer and physical artist** suffers **accidental bodily injury** which within 24 calendar-months is the sole and independent cause for the scan to be required.

Additional cover

Models

Hand disfigurement

An identifiable physical injury occurring during the **operative time** to the hand of a **hand model** resulting in a permanent hand disfigurement more than 20mm long which is ordinarily visible for a period beyond 12 months following the date of the accident. In the event of any dispute arising the **hand model** and **us** shall each appoint a separate medical consultant with a third jointly-appointed consultant as arbitrator whose decision will be final.

What is not covered

We will not make any payment for **disablement, disfigurement**, hand disfigurement, coma benefit, dental treatment, disability assistance, performers' accident MRI/RIB cover, funeral expenses, **medical expenses**, in-patient benefit or optical treatment for:

Stunt performers

1. **stunt performers.**

Hazardous pursuits

2. any injury sustained while taking part in:
- a. any aerial activity including but not limited to hang-gliding, parachuting, parascending, paragliding, kite surfing or bungee jumping but this clause does not apply to acrobatics;
 - b. armed forces activities including operations, exercises or training other than as a volunteer or reserve.
3. any injury sustained while taking part in any of the following unless the activity was undertaken as an **artist**:
- a. mountaineering or rock-climbing for which **you** would normally need to use ropes or guides;
 - b. any activity taking place underground, including but not limited to caving or potholing;
 - c. any kind of race or endurance test which is known to carry an increased risk of personal injury;
 - d. any combat sport including but not limited to boxing, wrestling or martial arts;
 - e. flying other than travel by commercial airlines as a passenger.

Other exclusions

4. any injury to **you** directly or indirectly arising out of or contributed to by:
- a. any emotional or psychiatric disorder or condition;
 - b. **you** taking or using drugs or controlled substances (other than drugs prescribed by **your** doctor and used properly);
 - c. **you** committing suicide or attempting to commit suicide;
 - d. any injury **you** sustain deliberately;
 - e. **you** being deliberately placed in danger by **your** actions;
 - f. any criminal act by **you**;
 - g. HIV (Human Immune Deficiency Virus), AIDS (Acquired Immune Deficiency Syndrome), AIDS-related complex (ARC) or any related virus or illness, or any sexually-transmitted disease;
 - h. pregnancy or any condition connected with pregnancy or childbirth;
 - i. any physical or mental defect, infirmity or medical condition known to **you** at **inception**, unless the defect, infirmity or condition has been without the need of any medical advice or treatment during the 24 months before **inception**;
 - j. **war, terrorism or nuclear risks**;
 - k. any illness or disease other than illness solely and directly resulting from **accidental bodily injury**;
 - l. any business or commercial activity other than as an **artist**;
 - m. **you** visiting countries or areas against any recommendation or advice issued by the Foreign and Commonwealth Office or the Department of Health prior to **your** departure unless **we** give **our** prior written permission.

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Policy wording

Temporary benefits
(Standard)

5. **temporary total disablement** whilst **you** are not in paid employment for **your** activities as an **artist** at the time of the **accidental bodily injury** except where **you** are rehearsing, practicing, auditioning or training in connection with a contract of employment.

Temporary benefits
(Enhanced)

6. **temporary total disablement** where **you** do not have written evidence of either;

- a. employment as an **artist** within the past eight weeks, or
- b. future employment as an **artist** within the next eight weeks

How much we will pay

Payment of benefit

We will pay the appropriate benefit shown below, but **we** will not pay more than one of the **disablement** benefits in respect of the same accident. However, **we** will pay for **temporary total disablement** prior to making any payment under the death or **permanent total disablement** benefits.

Death and disablement

For death, **permanent total disablement**, **loss of sight** or **loss of limb** other than where **you** are under the age of 18 and in full time education we will pay £20,000.

For death, **permanent total disablement**, **loss of sight**, **loss of hearing**, **loss of limb** or **loss of speech** where **you** are under the age of 18 and in full time education **we** will pay £2,000.

We will only pay for **permanent total disablement** when it has lasted for 12 calendar-months and at the end of that time is without prospect of improvement.

However, **we** will pay for **temporary total disablement** prior to making any payment under the death or **permanent total disablement** benefit in the sum of £150 per week up to a maximum of 52 weeks.

If **you** are **over** 80 years old at **inception**, the most **we** will pay under the death or **permanent total disablement** benefits is £5,000.

For **temporary total disablement** benefits, **we** will pay:

- a. when the total amount on termination of any one period of disablement has been agreed; or
- b. at **your** request on completion of at least four weeks' disablement subject to satisfactory medical and other evidence that **we** may require.

We will not pay **temporary total disablement** benefits for more than 52 weeks in connection with one injury.

Disfigurement

We will pay **you** the following benefit for **disfigurement** as shown in the scale below:

Scar from 20mm to 25mm in length	£1,000 any one incident
Scar from 25mm to 50mm in length	£2,000 any one incident
Scar from 50mm to 75mm in length	£3,000 any one incident
Scar from 75mm to 100mm in length	£4,000 any one incident
Scar exceeding 100mm in length	£5,000 any one incident

Where **you** are a **model** **we** will pay the following benefit following **disfigurement** or hand disfigurement as shown in the scale below:

Scar from 20mm to 25mm in length	£2,000 any one incident
Scar from 25mm to 50mm in length	£4,000 any one incident
Scar from 50mm to 75mm in length	£6,000 any one incident
Scar from 75mm to 100mm in length	£8,000 any one incident
Scar exceeding 100mm in length	£10,000 any one incident

Payment of medical expenses

We will also pay **medical expenses** incurred in connection with the **accidental bodily injury** up to but not exceeding 25% of the benefit paid, subject to a maximum amount of £6,950 for **you** during the **period of insurance**.



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Additional benefits

Dental benefit	The most we will pay you during the period of insurance is £500.
Disability assistance benefit	The most we will pay you during the period of insurance is £20,000.
Funeral benefit	The most we will pay you during the period of insurance is £10,000.
Optical benefit	The most we will pay you during the period of insurance is £500.
Performers' accident MRI/ RIB cover	The most we will pay you during the period of insurance is £1,000.
Maximum accumulation any one incident	The maximum amount we will pay in all under this and any other personal accident insurance issued by us in your name in respect of any one incident involving more than one standard member insured under this policy is £5,000,000. If a claim exceeds £5,000,000, we will pay an amount under this policy which is proportionately reduced so that the total under this and any other applicable personal accident insurance does not exceed £5,000,000.

Your obligations

If a problem arises

We will not make any payment under this section unless:

1. **you** notify First Act Insurance promptly of any injury or illness which might be covered under this section;
2. **you** see a suitably qualified medical practitioner as soon as possible after suffering injury and follow any medical advice **you** are given.

If **we** consider it necessary, **you** must allow a medical adviser chosen by **us** to examine **you** and to see all of **your** medical records.

Claims

Procedural conditions for claims

1. Written notice must be given to First Act Insurance as soon as practicable of any accident which causes or may cause a claim to be made under this insurance. If **disablement, disfigurement** or hand disfigurement results or may result, **you** must be placed under the care of a suitably qualified medical practitioner as early as possible.
2. **First Act Insurance, Simpson House, 6 Cherry Orchard Road, Croydon CR9 6AZ.**
Tel: 0208 686 5050
Email: mail@hencilla.co.uk