

A seamless integrated insurance solution for Equity artists.

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.

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.

General definitions	Words shown in bold type have the same meaning wherever they appear in this policy . The words defined below are used throughout this policy . Any other definitions are shown in the section to which they apply.
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.
Artist	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"> a. exercises professional skill in the provision of entertainment; or 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 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 d. is a teacher or voice coach engaged in the teaching of performing arts; or e. exercises professional skill in modeling; or f. exercises performance related skill in the provision of role playing, commentary, presentation and voice over to the commercial sector.
Asbestos risks	<ul style="list-style-type: none"> a. The mining, processing, manufacturing, use, testing, ownership, sale or removal of asbestos, asbestos fibres or material containing asbestos; or b. exposure to asbestos, asbestos fibres or materials containing asbestos; or 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.
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.
Endorsement	A change to the terms of the policy .
Excess	The amount you must bear as the first part of each agreed claim or loss.
Geographical limits	The geographical area shown in the schedule.
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.
Nuclear risks	<ul style="list-style-type: none"> a. Any sort of nuclear material, nuclear reaction, nuclear radiation or radioactive contamination; 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; c. all operations carried out on any site or premises on which anything in a. or b. above is located.

Equity additional accident insurance portfolio
Policy wording

Operative time	At any time.
Period of insurance	The time for which this policy is in force as shown in the schedule.
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.
Policy	This insurance document and the schedule, including any endorsements .
Stunt performer	A standard member who is not a circus or variety performer and who is engaged to undertake stunt performing activities within film, television production or live events.
Stunt performing activities	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.
Temporary total disablement	Disablement which totally prevents you from carrying out all parts of your primary occupation as an artist as shown in the schedule.
Terrorism	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"> a. is committed for political, religious, ideological or similar purposes; and b. is intended to influence any government or to put the public, or any section of the public, in fear; and c. <ul style="list-style-type: none"> i. involves violence against one or more persons; or ii. involves damage to property; or iii. endangers life other than that of the person committing the action; or iv. creates a risk to health or safety of the public or a section of the public; or v. is designed to interfere with or to disrupt an electronic system.
War	War, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power.
We/us/our	The insurers named in the schedule.
You/your	The artist shown in the schedule.

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 you and in setting the terms and premium, we have relied on the information you have given us. You must provide a fair presentation of the risk and must take care when answering any questions we 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 you (including your senior management and those responsible for arranging this insurance) know or ought to know following a reasonable search.</p> <p>We will consider that you have complied with the obligation to provide a fair presentation of the risk if:</p> <ul style="list-style-type: none"> a. you are a member of Equity and you did not provide any untrue, inaccurate or incomplete information to Equity, which if provided would have resulted in you being declined for membership; and b. all responses provided by you to the questions asked by us or on our behalf before we agreed to insure you were true, accurate and complete.
If you fail to make a fair presentation	<p>2. a. If we establish that you deliberately or recklessly failed to present the risk to us fairly, we may treat this policy as if it never existed and refuse to make any payment under it. You must reimburse all payments already made by us and</p>



Equity additional accident insurance portfolio

Policy wording

we will be entitled to retain all premiums paid.

- b. If **we** establish that **you** failed to present the risk to **us** fairly 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** made a fair presentation of the risk, as follows:

- 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 **your** 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:
 - a. **you** are eligible for membership of Equity; and
 - b. **you** have submitted an Equity application form; and
 - c. **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.

Cancellation	<p>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.</p> <p>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.</p>
Multiple insureds	<p>9. The most we 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 we will pay will not exceed the amount we would be liable to pay to any one of you.</p> <p>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.</p>
Aggregate limit	<p>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.</p> <p>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.</p>
Rights of third parties	<p>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.</p>
Other insurance	<p>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.</p>
Cover under multiple sections	<p>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.</p>
Governing law	<p>14. Unless some other law is agreed in writing, this policy 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. We will not make any payment under this policy unless you:</p> <ol style="list-style-type: none"> 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; <p>2. You must:</p> <ol style="list-style-type: none"> a. make every reasonable effort to minimise any loss, damage or liability and take appropriate emergency measures immediately if you are required to reduce any claim; and
------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

- Fraud
- 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**.
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:
- 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;
 - 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;
 - 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
 - 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.

What is covered

We will pay **you** the appropriate benefit shown in the schedule if:

- you**, suffer **accidental bodily injury**;
- 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 for **you** 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:

- the treatment of a dental injury caused by the consumption of food and drink;
- the treatment of a dental injury caused by participating in any sport;
- the treatment of a dental injury caused by any oral hygiene activity;
- the treatment of a dental injury for which the **you** have not sought treatment within seven days of the incident;
- 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 the **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 calendar 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**.

Equity additional accident insurance portfolio

Policy wording

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 calendar 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 for you 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: <ol style="list-style-type: none"> 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.

What is not covered **We** will not make any payment under **disablement, disfigurement**, coma benefit, dental treatment, disability assistance, funeral expenses, **medical expenses**, in-patient benefit or optical treatment for:

Hazardous pursuits	<ol style="list-style-type: none"> 1. any injury sustained while taking part in: <ol style="list-style-type: none"> 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. 2. any injury sustained while taking part in any of the following unless the activity was undertaken as an artist: <ol style="list-style-type: none"> 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. 3 stunt performers.
Other exclusions	<ol style="list-style-type: none"> 4. any injury to you directly or indirectly arising out of or contributed to by: <ol style="list-style-type: none"> a. any emotional or psychiatric disorder or condition; b. you taking or using drugs or controlled substances (other than drugs prescribed by their 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;



Equity additional accident insurance portfolio

Policy wording

- 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.

Temporary benefits 5. **temporary total disablement** during the first fourteen days following the **accidental bodily injury**.

How much we will pay

Payment of benefit **We** will pay the appropriate benefit shown below, but **we** will not pay **you** 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.

The most we will pay **you** for **temporary total disablement** is 75% of your gross average weekly income earned as an **artist** over the preceding 12 months.

Death and disablement For **your** death, **permanent total disablement, loss of sight or loss of limb** we will the amount shown in the schedule.

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 death or **permanent total disablement** for the amount shown in the schedule for a period of 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 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 the following benefit following **disfigurement** occurring during the **period of insurance** 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

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**.

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.

Your obligations

If a problem arises

We will not make any payment under this section unless:

1. **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** or **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