



## Public Liability Insurance Summary

This Summary outlines your cover. Clauses and Conditions applying to your cover are detailed in the Clauses and Conditions below and should be read and understood in conjunction with your policy wording.

### Policyholder Details

The Policyholder	Members for the time being of Equity
Contact address	Guild House Upper St Martin's Lane London, WC2H 9EG
The Business	A member of Equity who is in benefit in accordance with the rules of Equity within the performing arts industries

### Policy Details

Insurers	Aviva Insurance Ltd. and Axis Insurance
Policy numbers	100802922CCI and F40130800
Effective date	01 October 2024
Expiry date	30 September 2025

### Important

You are reminded of the need to tell Us immediately of any circumstances or changes which We would take into account in Our assessment or acceptance of this insurance as failure to disclose all relevant circumstances may invalidate Your policy, or may result in the policy not operating fully.

### Public Liability

Covering Equity members for injury to third parties or damage to third party property as a result of your activities as a performer and whilst teaching the performing art to which their membership relates.

Limit of Indemnity	£10,000,000
Terrorism Limit of Indemnity	£ 5,000 000

### Excess

We will not provide cover for the first amount of £500 of Compensation, Costs and Expenses in respect of each and every event of Damage to Property.

We will not provide cover for the first amount of £ 2500 of Compensation, Costs and Expenses in respect of each and every event of Damage to Property arising from the use of

- (a) naked flame
- (b) electric, oxy-acetylene or similar welding, cutting or grinding (including by use of abrasive disks or wheels) or other spark emitting equipment
- (c) blow lamp, blow torch, thermal lance, hot air gun or hot air stripper, asphalt, bitumen, tar or pitch heater ; or



- (d) heat producing cutting equipment or similar application that can spark, frictional heat or flame
- (e) Equipment used for fire performance activities such as body burning, fire clubs, fire eating, fire poi, fire staff, fire swinging, fire breathing, fire devil sticks, fire fakir, dove pan, fire fingers, fire fan, fire sword, and poles, fire skipping ropes, fire hula hoop, fire whip, fire sculpture, fire Diablo, fire rope, banner burning, firework staff, fire batons, fire balls,
- (f) lycopodium, fire rolla-bolla, fire umbrella, fire spinning, fire book, fire knives or fire nipple tassels

You will reimburse any such amount paid by Us

## Endorsements

The following endorsements apply to Your policy and are subject otherwise to the terms and conditions shown in Your policy.

Definition of The Insured

- The definition of The Insured is as follows, and not as stated elsewhere in The Policy Wording.

### The Insured

- (1) You and Your personal representatives in respect of legal liability You incur
- (2) At Your request, including the personal representatives of these persons
  - (a) any principal for whom You are carrying out a contract, to the extent required by the contract conditions
  - (b) those who hire plant to You to the extent required by the hiring conditions for legal liability for which You would have been entitled to cover if the claim had been made against You. Each covered party will be subject to the terms of this Section so far as they apply. The total amount which We will pay will not exceed The Limit of Indemnity regardless of the number of parties claiming to be covered.

### The Business

Activities directly connected with the business specified in The Schedule including teaching and instruction of the performing art to which the membership relates

## Abuse Exception

We will not provide cover in respect of any liability directly or indirectly caused by, resulting from, arising out of or in connection with any actual, alleged, attempted or threatened abuse committed or alleged to have been committed by The Insured.

For the purposes of this Exception "abuse" shall include but shall not be limited to:

- (1) any act of hurting or injuring another person mentally, emotionally or physically by maltreatment or ill-use; or
  - (2) any act of forced sexual activity, rape, molestation, coercion or sexual harassment against another person; or
  - (3) (3) any incident of offensive or abusive behaviour or racial discrimination, any use of offensive or abusive language or any unlawful detention
- whether isolated, continuous, repeated, or intermittent.

## North American Exceptions

We will not provide cover for



- (1) claims brought in the United States of America or Canada whether against Us or The Insured or The Insured's respective subsidiary or associated companies
  - (2) liability arising out of the export of Products Supplied to the United States of America or Canada by The Insured or any other person whether with Your knowledge or not.
- You will reimburse us fully if We are required to pay into court in the United States of America or Canada

### **Professional Indemnity Exceptions**

We will not provide cover for errors, omissions, misstatements or neglects in any

- (1) advice given by You or on Your behalf
- (2) (a) plan, survey report, certificate or any similar document  
(b) design, formula, instruction or specification  
(c) computer program

prepared by, or on behalf of, The Insured.

### **Production Exception**

- We will not provide cover for your activities when under the direction, supervision or instruction of a production company.

### **Hypnotism Exception**

- We will not provide cover for any activity involving hypnotism or hypnotherapy

### **Other Members Exception**

- We will not provide cover for legal liability for Personal Injury to any other member whilst performing with You.

### **Face and Body Art Exception**

- We will not provide cover for the provision of any treatment involving
  - (1) semi-permanent tattoos
  - (2) permanent tattoos
  - (3) henna, other than in its natural form

### **Use of equipment used for fire performance Condition**

If in relation to any claim You or any other person(s) for whom You are responsible have failed to fulfil any of the following conditions . You will lose Your right to indemnity or payment for that claim.

You must ensure that the following precautions are taken each time any

- (1) naked flame
- (2) electric, oxy-acetylene or similar welding, cutting or grinding (including by use of abrasive disks or wheels) or other spark emitting equipment
- (3) blow lamp, blow torch, thermal lance, hot air gun or hot air stripper, asphalt, bitumen, tar or pitch heater ; or
- (4) heat producing cutting equipment or similar application that can spark, frictional heat or flame
- (5) Equipment used for fire performance activities such as body burning, fire clubs, fire eating, fire poi, fire staff , fire swinging, fire breathing, fire devil sticks, fire fakir, dove pan, fire fingers, fire fan , fire sword, and poles, fire skipping ropes, fire hula hoop, fire whip, fire sculpture, fire Diablo, fire rope, banner burning, firework staff, fire batons, fire balls,



lycopodium, fire rolla-bolla, fire umbrella, fire spinning , fire book, fire knives or fire nipple tassels is used away from the premises which You own , hire or rent.

Before starting any fire performance

\* A designated competent person must be appointed for fire safety to ensure the following precautions are taken

- (a) equipment must be in good condition and used in accordance with the manufacturer's instructions. Wherever equipment is found to be defective or unsafe , it must be repaired prior to use or immediately taken out of service
- (b) fuel must be stored in a metal or plastic container with a capacity of no more than 5 litres; and all flash products must be stored in water within a sealed plastic bag and located and locked in a fire proof box when not in use
- (c) a thorough examination must be carried out to identify material that might be liable to catch fire before any fire performance commences including behind walls, screens, bulkheads or partitions where practicable
- (d) a fire performance must not be undertaken in an atmosphere containing flammable vapours or dusts or on or near equipment or tanks containing flammable or combustible liquids or materials. Where a hazardous atmosphere is suspected the fire performance should cease immediately and not re-commence until further precautions are implemented and additional testing completed

Whilst fire performance is in progress

- the area of a fire performance or activity must be cleared of combustible materials for a distance of 3 metres horizontally and 2 metres vertically
- Where this is impracticable such combustible material will be covered with non-combustible blankets or screens; and
- a minimum of one of the following fire extinguishers must be kept immediately adjacent to the area of fire performance or activity:
  - water extinguisher with a capacity of at least 2 litres; or
  - a dry powder extinguisher with a weight of more than 1.2 kilograms; or
  - any other fire extinguisher of an equivalent rating of a type suitable to the location, type of fire performance and combustible materials in the vicinity ; and
  - all of the above extinguishers shall be compliant with BS 5306; and
  - a fire blanket complying with BS EN 1869 shall be kept adjacent to the area of the fire performance or activity and immediately available for use by a designated competent person during a fire incident
  - fire performance equipment will be lit as short a time possible before their use in the performance or activity and extinguished immediately after use in the performance or activity; and
  - explosives, flammable liquids or flammable substances will not be left unattended; and
  - the area of fire performance or activity must be inspected by you for any signs of combustion at the end of the performance or activity and again before vacating the premises in which the performance or activity has taken place; and
  - fire performance equipment or material must be extinguished following the performance or activity and then stored in an airtight metal container or a suitable container and wrapped in wet towels



- fuel taken to a performance must be restricted to the amount required for that performance alone and the fuel must be stored in a metal or plastic container with a capacity of no more than five litres; and

We will not provide cover for the first amount of £ 2500 of Compensation, Costs and Expenses in respect of each and every event of Damage to Property arising from the use of

- (g) naked flame
- (h) electric, oxy-acetylene or similar welding, cutting or grinding (including by use of abrasive disks or wheels) or other spark emitting equipment
- (i) blow lamp, blow torch, thermal lance, hot air gun or hot air stripper, asphalt, bitumen, tar or pitch heater ; or
- (j) heat producing cutting equipment or similar application that can spark, frictional heat or flame
- (k) Equipment used for fire performance activities such as body burning, fire clubs, fire eating, fire poi, fire staff , fire swinging, fire breathing, fire devil sticks, fire fakir, dove pan, fire fingers, fire fan , fire sword, and poles, fire skipping ropes, fire hula hoop, fire whip, fire sculpture, fire Diablo, fire rope, banner burning, firework staff, fire batons, fire balls, lycopodium, fire rolla-bolla, fire umbrella, fire spinning , fire book, fire knives or fire nipple tassels

You will reimburse any such amount paid by Us

### **Explosives Exception**

- We will not provide cover for the manufacture, storage, handling or use of explosives other than the use of flash cotton, flash tape and flash paper.

### **Injury to Third Parties Exception**

- We will not provide cover for Personal Injury to persons participating in performances which involve
  - a) weapons
  - b) animals other than petting
  - c) pyrotechnics or fire
  - d) wrestling

### **Conditions**

**The following conditions apply across all sections of your policy in addition to the conditions contained within your Policy Wording unless otherwise stated**

### **Claims Procedure**

If in relation to any claim You have failed to fulfil any of the following conditions, You will lose Your right to indemnity or payment for that claim.

You must

- (1) tell Us immediately of any event or occurrence which may result in a claim
- (2) notify the police immediately of loss, destruction or damage caused by malicious persons or thieves
- (3) at Your expense, provide Us with a written claim containing as much information as possible of the loss, liability, destruction, damage, accident or injury, including the amount of the claim within



- (a) 60 days, or
- (b) seven days in the case of loss, destruction or damage caused by riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances or malicious persons of You becoming aware of the event or occurrence, or such further time that We may allow
- (4) provide Us with all information and help We require in respect of the claim
- (5) pass to Us unanswered, immediately, all communications from third parties in relation to any event which may result in a claim under this policy
- (6) not admit or repudiate liability, nor offer to settle, compromise, make payment which may result in a claim or pay any claim under this policy without Our written agreement
- (7) allow Us to take over and conduct in Your name the defence or settlement of any claim. You will also allow Us to prosecute at Our own expense and for Our own benefit, any claim for indemnity or compensation against any other person and You must give Us all information and assistance required.

### **Subjectivity Condition**

The insurance cover provided by Aviva may be subject to You or Us carrying out certain actions.

We will clearly state below if the insurance provided by Us is subject to You

- (1) providing Us with any additional information requested by the required date(s)
- (2) allowing Us access to The Premises, Your Contract Sites, and/or The Business to carry out surveys
- (3) completing any actions agreed between You and Us by the required date(s)
- (4) allowing Us to complete any actions agreed between You and Us.

Upon completion of these requirements (or if they are not completed by the required dates), We may, at our option

- (1) modify the premium
- (2) make amendments to the terms and conditions of the insurance cover
- (3) require You to make alterations to The Premises for which We have provided an insurance cover by the required date(s)
- (4) withdraw any insurance cover provided
- (5) leave the terms and conditions of the insurance cover and the premium, unaltered.

We will contact You with our decision and where applicable, specify the date(s) by which any action(s) agreed need to be completed by You and/or any decision by Us will take effect. Our requirements and decisions will take effect from the date(s) specified unless and until We agree otherwise in writing. If You disagree with

Our requirements and/or decisions, We will consider Your comments and where We consider appropriate, will continue to negotiate with You to resolve the matter to Your and Our satisfaction. In the event that the matter cannot be resolved We will withdraw the insurance cover.

The above conditions do not affect Our right to withdraw any insurance cover if We discover information material to Our acceptance of the risk that was not disclosed when requesting the original quotation.

## **Clauses**

### **Public and Products Liability**

Clauses applying to all Public and Products Liability Risks on cover (subject otherwise to the terms and conditions shown in Your Policy).



The following clauses are applicable and are displayed in full in Your Policy wording: Additional Activities, Buildings Temporarily Occupied, Consumer Protection Act 1987 and Food Safety Act 1990, Contractual Liability, Corporate Manslaughter and Corporate Homicide Act 2007, Cross Liabilities, Defective Premises, Employees' and Visitors' Personal Belongings, Health and Safety Legislation, Motor Contingent Liability, Overseas Personal Liability The following clauses are applicable and are displayed in full in Your Policy wording with the information below explaining any values relating to each of them:

<b>Data Protection Act 1998</b>	Maximum payable any one Period of Insurance	<b>£1,000,000</b>
<b>Hired or Rented Premises</b>	Excess	£250
<b>Libel and Slander (In House Publications)</b>	Maximum payable any one Period of Insurance	£25,000
<b>Payment for Court Attendance</b>	Limit per day (You/director/partner)	£500
	Limit per day (Employee)	£500

### Action You Must Take

The following Conditions apply in addition to any Conditions stated in Your policy wording.

#### The following Condition applies to all Sections Reasonable Precautions and Maintenance of Property

You must

- (1) maintain all premises and equipment, including fire extinguishing and security equipment, in a continuous satisfactory state of repair and in full working order in accordance with the manufacturers instructions and servicing requirements.
- (2) take all reasonable precautions to prevent loss, destruction or damage to the property insured and accident or injury to any person or loss, destruction or damage to their property.
- (3) conduct The Business in a lawful manner, complying with all legal requirements and safety regulations.
- (4) keep a record of purchases and sales.