



Public Liability Policy

Arranged by

First Act Insurance

For

Members of Equity

valid only in conjunction with an in-benefit Equity card

THIS POLICY (AND THE SCHEDULE WHICH FORMS AN INTEGRAL PART OF THE POLICY) IS A LEGAL CONTRACT. PLEASE EXAMINE IT THOROUGHLY TO ENSURE IT MEETS ALL YOUR REQUIREMENTS. IF IT DOES NOT PLEASE ADVISE YOUR INSURANCE ADVISER IMMEDIATELY.

WE WOULD REMIND YOU THAT YOU ARE REQUIRED TO INFORM US IMMEDIATELY OF ANY FACTS OR CHANGES WHICH WE WOULD TAKE INTO ACCOUNT IN OUR ASSESSMENT OR ACCEPTANCE OF THIS INSURANCE. FAILURE TO DO SO MAY INVALIDATE YOUR POLICY OR RESULT IN CERTAIN COVERS NOT OPERATING FULLY. IF YOU ARE IN ANY DOUBT AS TO WHETHER A FACT IS MATERIAL OR NOT, PLEASE CONTACT YOUR INSURANCE ADVISER.

Royal & Sun Alliance Insurance plc (herein called the Company) and the Insured agree that

This Policy the Schedule (including any Schedule issued in substitution) and any Memoranda shall be considered one document and any word or expression to which a specific meaning has been attached shall bear such meaning wherever it appears

The Proposal or any information supplied by the Insured shall be incorporated in the contract

The Company will provide the insurance described in this Policy subject to the terms and conditions for the Period of Insurance shown in the Schedule and any subsequent period for which the Insured shall pay and the Company shall agree to accept the premium

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SCHEDULE

Policy No. RTT112094

Branch Royal & Sun Alliance Insurance plc, Emerald House, 15 Lansdowne Road, Croydon CR0 2BX

Agency Hencilla Canworth Limited trading as First Act Insurance

Insured Any member of Equity who is In Benefit at the time of the incident which gives rise to a claim and is resident in Great Britain Northern Ireland Channel Islands or Isle of Man
or
Anyone who has applied for membership, provided satisfactory evidence as to their eligibility, completed an application form for membership, paid the entrance fee and subscription, and for whom acceptance into membership from the Council is pending, at the time of the incident which gives rise to a claim, and is resident in Great Britain Northern Ireland Channel Islands or Isle of Man

Business Activities of the Insured as an Artist and no other profession business employment or activity for the purpose of this insurance

Period of Insurance

From: 1st October 2005

To: 30th September 2006

Renewal Date 1st October

Renewal Premium As agreed and paid to the Company

Limit of Indemnity

- | | |
|---|-------------|
| A) Any one Event | £ 5,000,000 |
| B) All Events happening during any Period of Insurance in respect of products supplied | £ 5,000,000 |
| C) All incidents considered to have occurred during any Period of Insurance in respect of pollution or contamination of buildings or other structures of or water or land or of the atmosphere | £ 5,000,000 |

GENERAL CONDITIONS/CLAIMS CONDITIONS

1. Observance of the terms of this Policy relating to anything to be done or complied with by the Insured is a condition precedent to any liability of the Company except in so far as is necessary to comply with the requirements of any legislation enacted in Great Britain Northern Ireland the Channel Islands or the Isle of Man relating to compulsory insurance of legal liability to employees
2. The Insured at his own expense shall
 - (A) take reasonable precautions to prevent any circumstances or to cease any activity which may give rise to liability under this Policy and to maintain all buildings furnishings ways works machinery plant and vehicles in a sound condition
 - (B) as soon as possible after discovery cause any defect or damage to be made good or remedied and in the meantime shall cause such additional precautions to be taken as the circumstances may require
3. The Insured shall give to the Company immediate written notice with full particulars of any claim or circumstances which may give rise to a claim (regardless of the Insured's Contribution)
Every letter claim writ summons and process in connection with such circumstances shall be forwarded to the Company immediately on receipt
Written notice shall also be given by the Insured to the Company immediately the Insured shall have knowledge of any prosecution inquest or injury in connection with any circumstances which may give rise to liability under this Policy
No admission offer promise payment or indemnity shall be made or given by or on behalf of the Insured without the written consent of the Company which shall be entitled to take over and conduct in the name of the Insured the defence or settlement of any claim or to prosecute any claim in the name of the Insured for its own benefit and shall have full discretion in the conduct of any proceedings and in the settlement of any claim
The Insured shall give all such assistance as the Company may require
4. If any part of the Premium or Renewal Premium is based on estimates provided by the Insured the Insured shall keep an accurate record containing all relevant particulars and shall allow the Company to inspect such record
The Insured shall within one month after the expiry of each Period of Insurance provide such information as the Company may require The Premium or Renewal Premium shall then be adjusted and the difference paid by or allowed to the Insured
5. If at the time of any claim there is or but for the existence of this Policy there would be any other insurance covering the same legal liability the Indemnity will not apply except in respect of any amount beyond that which would have been payable under such other insurance had this Policy not been effected
6. Unless the parties have agreed otherwise in writing any dispute concerning the interpretation of the Policy shall be governed and construed in accordance with English Law and shall be resolved within the non-exclusive jurisdiction of the courts of England and Wales

LIABILITY INSURANCE

Definitions

1. Person Entitled to Indemnity shall mean
 - (A) the Insured
 - (B) the personal representatives of the Insured in respect of legal liability incurred by the Insured
 - (C) at the request of the Insured any principal against legal liability in respect of which the Insured would have been entitled to indemnity under this Policy if the claim had been made against the Insured and whom shall as though the Insured be subject to the terms of this Policy so far as they can apply
2. Employee shall mean any individual under a contract of service or apprenticeship with the Insured
3. Person Employed shall mean any
 - (A) Employee
 - (B) labour master and individuals supplied by him
 - (C) individual employed by labour only sub-contractors
 - (D) self employed individual (not being in partnership with the Insured)
 - (E) individual hired to or borrowed by the Insured
 - (F) individual undertaking study or work experience

} while under the direct control and supervision of the Insured
4. Injury shall mean bodily injury death disease illness wrongful arrest or false imprisonment
5. Property shall mean material property
6. Business shall mean that which is specified in the Schedule and conducted solely in Great Britain Northern Ireland the Channel Islands or the Isle of Man and shall include
 - (A) ownership repair and maintenance of the Insured's own property
 - (B) visits outside Great Britain Northern Ireland the Channel Islands or the Isle of Man other than United States of America or Canada where the Insured is temporarily engaged on Business
 - (C) the supply of products but only costumes and theatrical properties lighting set and scenery sound equipment food and drink consumed or items given away in a performance or the application of make-up
7. Event shall mean one occurrence or all occurrences of a series consequent on or attributable to one source or original cause
8. Insured's Contribution shall mean the amount or amounts specified in the Schedule which the Insured agrees to pay
9. Artist shall mean
 - (A) individual person who exercises professional skill in the provision of entertainment in the theatre music hall films radio television and like media.
 - (B) individual person who exercises professional skill in carrying out their duty of stage manager choreographer theatre designer or theatre director in the provision of entertainment in the theatre music hall film radio television and the like media.
 - (C) individual teacher or voice coach engaged in the teaching of performing arts.
10. In Benefit shall mean not more than 13 weeks in arrears with their subscription levies dues loans or fines

SECTION 1 PUBLIC/PRODUCTS LIABILITY

The Company will provide indemnity to any Person Entitled to Indemnity

1. up to the Limit of Indemnity against legal liability for damages in respect of
 - (A) accidental Injury of any person
 - (B) accidental loss of or damage to Property
 - (C) nuisance trespass to land or trespass to goods or interference with any easement right of air light water or way other than legal liability for damages which result from a deliberate act or omission of the Insured or which is a natural consequence of the ordinary conduct of the Business and which could reasonably have been expected by the Insured having regard to the nature and circumstances of such act or omission

happening during any Period of Insurance in connection with the Business

2. against legal liability for claimant's costs and expenses in connection with 1 above
3. in respect of
 - (A) costs of legal representation at
 - (1) any coroner's inquest or inquiry in respect of any death
 - (2) proceedings in any court arising out of any alleged breach of statutory duty resulting in any occurrence specified in 1 above
 - (B) all other costs and expenses in relation to any matter which may form the subject of a claim for indemnity under 1 above

incurred with the Company's written consent

Provided that in respect of

- (A) any one Event
- (B) all Events happening during any Period of Insurance in respect of products supplied
- (C) all incidents considered by the Company to have occurred during any Period of Insurance in respect of pollution or contamination of buildings or other structures or of water or land or of the atmosphere

the following shall apply

1. the total amount payable by the Company in respect of 1 above and all Extensions and Memoranda shall not exceed the Limit of Indemnity
2. the Insured's Contribution in respect of damages and claimant's costs and expenses will be payable before the Company shall be liable to make any payment
3. the Company may at any time pay the Limit of Indemnity (less any sums already paid as damages) or any less amount for which at the absolute discretion of the Company the claims arising out of such Event can be settled. The Company will then relinquish control of such claims and be under no further liability in respect thereof except for costs and expenses for which the Company may be responsible prior to the date of such payment
4. where the Company is liable to indemnify more than one person the total amount of indemnity in respect of damages shall not exceed the Limit of Indemnity

EXCLUSIONS TO SECTION 1

The indemnity will not apply to legal liability

1. arising from or out of the ownership possession or use by or on behalf of the Insured or any Person Entitled to Indemnity of any
 - (A) mechanically propelled vehicle other than legal liability arising out of
 - (1) the use of plant as a tool of trade on site
 - (2) the use of plant at the premises of the Insured
 - (3) the loading or unloading of any vehicleexcept where indemnity is provided by any motor insurance contract or where insurance or security is required by law
 - (B) aircraft or other aerial device
 - (C) aerospace device
 - (D) hovercraft
 - (E) water-borne craft (other than hand-propelled or sailing craft in inland or territorial waters)
2. for bodily injury to or death disease or illness of any Person Employed arising out of and in the course of employment by the Insured in the Business
3. for or arising from loss of or damage to any Property which at the time of the Event giving rise to such legal liability is owned by or held in trust by or in the custody or control of the Insured other than
 - (A) Employees' directors' partners' or visitors' personal effects including vehicles and their contents
 - (B) premises and their contents not owned by or leased or rented to the Insured at which the Insured is undertaking work in connection with the Business
 - (C) premises and their fixtures and fittings leased or rented to the Insured unless such legal liability
 - (1) has been accepted by agreement in which case the indemnity will only be provided to the extent that such liability would have attached in the absence of such agreement
 - (2) arises from an agreement to maintain in force insurance in respect of loss of or damage to such premises and their fixtures and fittings
4. caused by or arising out of pollution or contamination of buildings or other structures or of water or land or the atmosphere unless the pollution or contamination is caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific moment in time and place during any Period of Insurance Provided that all pollution or contamination which arises out of one incident shall be considered by the Company for the purposes of this Policy to have occurred at the time such incident takes place
5. (A) in respect of loss of or damage to any
 - (1) product supplied
 - (2) contract work executed } by the Insured
caused by any defect therein or the unsuitability thereof for its intended purpose
(B) for the costs of recall removal repair alteration replacement or reinstatement of any
 - (1) product supplied
 - (2) contract work executed } by the Insured
necessitated by any defect therein or the unsuitability thereof for its intended purpose
6. arising from or in connection with
 - (A) advice
 - (B) design
 - (C) specification } provided for a fee
7. arising from or in connection with any
 - (1) product supplied
 - (2) contract work executed } by the Insured
where such legal liability has been accepted by agreement except to the extent that such liability would have attached in the absence of such agreement
8. for the costs of remedying any defect or alleged defect in premises disposed of by the Insured
9. for
 - (A) fines or penalties
 - (B) compensation ordered or awarded by a Court of Criminal Jurisdiction
 - (C) aggravated exemplary or punitive damages awarded by any court outside Great Britain Northern Ireland the Channel Islands or the Isle of Man
10. of whatsoever nature directly or indirectly caused by or contributed to by or arising from
 - (A) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - (B) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

11. arising from any consequence of war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power
12. arising from or in connection with
 - (A) use of pyrotechnics explosives or any special effect involving fire or explosion other than use of flash cotton flash string or flash paper
 - (B) diving involving breathing apparatus
13. arising from or in connection with the Insured being involved in a production which is produced or directed by a person or organisation other than themselves.
14. in respect of
 - (A) bodily injury to or death disease or illness
 - (B) loss of or damage to Property belonging to

any other Artist who is performing with the Insured
15. for accidental injury of any person caused by or contributed to by or arising from hypnotism hypnotherapy and the like.

EXTENSIONS TO SECTION 1 (each of which is subject otherwise to the terms of this Policy)

1. Cross Liabilities

If the Insured comprises more than one party the Company will provide indemnity to each in the same manner and to the same extent as if a separate Policy had been issued to each
 Provided that the total amount payable in respect of damages shall not exceed the Limit of Indemnity

2. Data Protection Act 1998

The Business shall include the provision of any reciprocal arrangement for the storage or processing of computer data or for use of computer facilities
 Provided that the indemnity will not apply to legal liability in respect of any loss or damage sustained by any party to such an arrangement

The Company will also provide an indemnity to the Insured and if the Insured so requests any Employee or director or partner of the Insured against legal liability to pay damages and claimant's costs and expenses for damage or distress as described in Section 13 of the Data Protection Act 1998

Provided that the Insured is registered in accordance with the terms of the Act or has applied for such registration which has not been refused or withdrawn and has taken all reasonable care to comply with the requirements of the Data Protection Act 1998

This Extension shall not apply in respect of

- (A) the payments of fines or penalties
- (B) the costs of replacing reinstating rectifying or erasing any personal data
- (C) liability arising from or caused by a deliberate or intentional act by or omission of any person eligible for indemnity by this Extension if the result thereof could reasonably have been expected by the Insured or any other person having regard to the nature and circumstances of such act or omission
- (D) claims which arise out of circumstances notified to previous insurers or known to the Insured at inception of this Extension
- (E) legal liability where indemnity is provided by any other insurance

COMPLAINTS PROCEDURE

We aim to provide you with a first class service. If we have not delivered the service that you expect or you are concerned with the service provided, we are here to listen and to put things right.

Our complaints process

Initially, contact us to raise your concern with:-

Hencilla Canworth Limited
Simpson House
2-6 Cherry Orchard Road
Croydon
Surrey CR9 5BB

Telephone: 020 8686 5050

Fax: 020 8686 5559

If your complaint is against Royal & Sun Alliance Insurance plc alone, we will pass your complaint to their nominated contact within 24 hours. This will also happen if we believe that we cannot resolve your complaint without the involvement of Royal & Sun Alliance Insurance plc or there is any query relating to the complaint. The complaints procedure of Royal & Sun Alliance Insurance plc will then apply.

If your complaint is not resolved or you are not happy with our response and the course of action proposed by Royal & Sun Alliance Insurance plc, you can progress your complaint to Royal & Sun Alliance Insurance plc Customer Relations Office who will carry out a separate investigation to attempt to resolve your complaint and will issue a final decision.

Royal & Sun Alliance Insurance plc Customer Relations contact details:

Customer Relations Office
Royal & Sun Alliance Insurance plc
Dean Clough Industrial Park
Bowling Mill
Halifax
HX3 5WA

Telephone: 0800 1076160

Fax: 01422 325146

Email: customerrelationsoffice@uk.royalsun.com

Timescales

We will acknowledge your complaint within 5 business days of it having been received by us and we will issue you with our final decision letter within 8 weeks.

What to do if you are still not satisfied

If you are still not satisfied Hencilla Canworth Limited and Royal & Sun Alliance are regulated by the Financial Services Authority whose arbitration service is the Financial Ombudsman Service, and you may be able to refer your complaint to them. However, the Financial Ombudsman Service will not adjudicate on any cases where legal action has commenced or where a final decision has not been issued.

Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR

Telephone: 0845 0801800

Email: enquiries@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

Your rights

Your rights as a Customer to take legal action remains unaffected by the existence or use of any complaint procedures referred to above.