

## What is a policy summary?

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This document provides key information about the Equity fire performers liability insurance policy, underwritten by Hiscox. If you have any additional questions, then please contact First Act Insurance.

**Policy name:** Equity members – fire performers

**Type of insurance:** Public liability

**Underwritten by:** Hiscox Underwriting Ltd on behalf of Hiscox Insurance Company Limited

## Significant features and benefits

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All communications, including the policy wordings, are written in plain English with no jargon to ensure that you know exactly what is and, as importantly, what is not covered.

### Public liability cover extends to include the following as standard:

- claims made against you by any third-party for bodily injury or property damage as a result of any of the following fire performing activities: body burning, fire clubs, fire eating, fire poi, fire staff, fire swinging, fire breathing, fire devil sticks, angle grinding, 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 umbrellas, fire spinning, fire book, fire knives or fire nipple tassels or any other activity agreed by Hencilla Canworth GI Ltd in writing;
- claims made against you by any third-party for personal injury or denial of access;
- costs incurred with our prior approval for defending and action brought by any government, administrative or regulatory body against you for breach of statute or regulation directly relating to any actual or potential claim;
- compensation if you have to attend court as a witness in connection with a covered claim against you.

## Significant or unusual exclusions and limitations

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- You must maintain your Equity membership and remain in benefit.
- Certain fire performance conditions apply as follows:
  - the area of performance or activity must be cleared of combustible materials for a distance of three metres in all directions; and
  - a three metre radius from the point of the flame must be cleared of combustible materials. 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 performance or activity:
    - water extinguisher with a capacity of more than 8.2 litres; or
    - 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 premises or combustible materials; and
    - all of the above extinguishers shall be compliant with BS EN 3; and
    - a fire blanket complying with BS EN 1869 will be kept adjacent to the area of the performance or activity and immediately available for use; and
    - you should be competent in the use of fire extinguishers and fire blankets; and
    - fire or explosives 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 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
    - torches and other fire equipment material must be extinguished following the performance or activity and then stored in an airtight metal container; and
    - fire hoops must be extinguished following the performance or activity and wrapped in suitable fireproof material; and
    - the amount of 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
    - all flash products must be stored in water within a sealed plastic bag and locked in a fireproof box when not in use.

**We will not pay for any of the following claims:**

- claims involving fire performance activities unless you have fully complied with the fire performance conditions;
- claims brought against you resulting from work you undertake in the United States of America and Canada;
- loss of or damage to property belonging to you or is in your care, custody or control;
- claims arising from your ownership, possession, maintenance or use by you of any aircraft or other aerial device, hovercraft, watercraft or any mechanically propelled vehicles and their trailers;
- bodily injury or personal injury to any employee;
- bodily injury or personal injury to any other Equity member whilst performing with you;
- property damage to any property belonging to any other Equity member whilst performing with you;
- any claim resulting directly or indirectly by pollution unless caused by a sudden, identifiable, unintended and unexpected incident occurring during the period of insurance;
- your liability under any contract which is greater than the liability you would have at law without the contract;
- your activities as a fire performer when under the direction, supervision or instruction of a production company;
- the first £500 for any claim for third-party property damage.

**Your side of the bargain**

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Remember, your premium and insurance cover will be based specifically on the details you provide to us. So the information you give us will form a record of your unique combination of demands, needs and circumstances.

Please make sure the information you send us is complete and accurate, and inform us immediately of any changes in circumstances that may affect the services provided by us or the cover provided by your policy. This is particularly important before taking out a policy, but it also applies throughout the life of a policy.

You need to bear in mind:

- if you fail to disclose any information material to the insurance you could invalidate the policy, claims may not be paid or alternative terms could be applied to the policy;
- you should read and check all insurance documents to ensure that you are aware of the cover, limits and other terms that apply;
- please be aware of all terms and conditions of your policy as failure to comply with them could invalidate it;
- in the event of a claim arising out of bodily injury you must notify Hiscox immediately and in any event within seven days of a claim or anything which may give rise to a claim. All other claims should be notified promptly;
- as with any insurance, you have an obligation to take reasonable steps to mitigate any loss.

**Policy length**

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Insurance contracts normally run for a period of 12 months and your contract period will be clearly shown in your schedule of insurance. You must tell us of any changes to your business as described in your insurance policy and we will then have the option of amending the terms of the policy or issuing you with notice of our intention to cancel it.

**Cancellation rights**

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You may cancel the insurance by giving us 30 days' notice in writing of your intention to do so. We may cancel the insurance by giving you 30 days' notice in writing of our intention to do so.

In both cases, we will return to you the amount of premium which relates to the unexpired period, provided that no claims have been notified under the insurance. If a claim or claims have been notified, then we will only return any premium if we (and not you) are cancelling the policy. We will not refund any premium under £10.00.

**Claims service**

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If you need to make a claim you should contact Hiscox directly on 0870 213 8776 or by email to [liability.claims@hiscox.com](mailto:liability.claims@hiscox.com).

You will need to provide your Hiscox policy number and full details of the claim, including the date, amount and circumstances of loss.

It is when you make a claim that you really find out how good your insurer is and we are confident that you will not find a better service in the UK. Hiscox prides itself on its fast, efficient, fair and sensible claims service, offering access to expert legal teams.

## Questions and complaints

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If you have any questions or concerns about the sale of your policy or the service offered by your broker, please speak to First Act Insurance in the first instance at:

Chief Executive, Hencilla Canworth GI Ltd, Simpson House, 6 Cherry Orchard Road, Croydon, CR9 6AZ or email [david.pollard@hencilla.co.uk](mailto:david.pollard@hencilla.co.uk).

If you have any questions or concerns about the terms of your policy or the decisions regarding the settlement of a claim, please contact our customer relations team at:

Hiscox Customer Relations, The Hiscox Building, Peasholme Green, York, YO1 7PR.

or by telephone on +44 (0)1206 773 705

or by email at [customer.relations@hiscox.com](mailto:customer.relations@hiscox.com).

Our customer relations team will do all they can to put things right, but if you're still not satisfied, we'll tell you how to take your case to the Financial Ombudsman Service.

If for any reason we can't meet our obligations to you, you may be entitled to compensation. In that case, rest assured we're fully covered by the Financial Services Compensation Scheme (FSCS). For further information visit [www.fscs.org.uk](http://www.fscs.org.uk).