

Policy Number SPA108562

INSURANCE DETAILS

Period of insurance : From 05/08/2023 to 04/08/2024 both days inclusive
Date issued to insured: 02/August/2023
Underwritten by : Hiscox Underwriting Ltd on behalf of the insurers listed for each section of the policy
Payment method : Credit or debit card

INSURED DETAILS

Insured : The Fairly Famous Family t/a The Fairly Famous Family Ltd

Address : Ellerbeck
Ellerigg Road
Ambleside
LA22 9EU

Additional insureds : There are no Additional Insureds on this policy

Business description : Theatre groups, productions, workshops and schools

General terms and conditions wording : 11495WD-HSP-UK-HSH-GTC (1)
The General terms and conditions apply to this policy in conjunction with the specific wording detailed in each section below

PREMIUM DETAILS

Annual Premium:	£300.00	Annual Tax:	£36.00	Total	£336.00
				Administration Fee:	£30.00
				Total Premium:	£366.00



BIA Customer Care Award
2012



Personal & Commercial Claims
Team of the Year 2011

Hencilla Showtime Scheme

PUBLIC AND PRODUCTS LIABILITY - INSURED

Section wording	11497 WD-HSP-UK-HSH-GL (2)
Insurer	Hiscox Insurance Company Limited
Limit of indemnity	£5,000,000
Limit applies to	Each and every occurrence, defence costs in addition, other than for pollution or for products to which a single aggregate policy limit including defence costs applies
Excess	£250
Excess (USA and Canada)	£2,500
Excess applies to	each and every claim for property damage only
Geographical limits	Worldwide
Applicable courts	United Kingdom

Special Limits (included within and not in addition to the overall limit/amount insured above)

Criminal defence costs	£100,000 in the aggregate
Pollution defence costs	£100,000 in the aggregate

What is not covered

Claims first brought in the USA are not covered

Endorsements

6735.0 Removal of cover: cyber claims

EMPLOYERS' LIABILITY - INSURED

Section wording	11494 WD-HSP-UK-HSH-EL (2)
Insurer	Hiscox Insurance Company Limited
Limit of indemnity	£10,000,000
Limit applies to	each and every occurrence including costs
Geographical limits	Worldwide
Applicable courts	United Kingdom

Special Limits (included within and not in addition to the overall limit/amount insured above)

Criminal defence costs	£100,000 in the aggregate
Terrorism	£5,000,000 in the aggregate

Endorsements

6734.0 Confirmation of cover: cyber claims
 3074.1 Employers Liability Tracing Office (ELTO) – mandatory information required

TECHNICAL AND PORTABLE EQUIPMENT - NOT INSURED

Section wording
Insurer

Special limits (included within and not in addition to the overall limit/amount insured above)

Transit

Additional cover (in addition to the overall limit/amount insured above)

- Fraudulent hire
- Continuing hire charges
- Alternative hire costs
- Re-shoot or re-compilation costs
- Reconstitution of electronic data

PROPERTY – BUILDINGS - NOT INSURED

Section wording
Insurer

Special excesses

Additional cover (in addition to the overall limit/amount insured above)

- Trace and access
- Emergency services
- Loss prevention costs
- Additions to buildings
- Inadvertent omissions
- Trees, shrubs and plants
- Discharge of oil

PROPERTY – CONTENTS - NOT INSURED

Section wording
Insurer

Additional cover (in addition to the overall limit/amount insured above)

Costs following glass breakage
Additions to contents

Money in the business premises while open for business
or in a locked safe
Money in transit or at the home of any partner, director
or employee
Money on location
Money- non-negotiable instruments
Identity fraud
Personal effects
Reconstitution of electronic data
Reconstitution of other business documents
Lock replacement
Building damage by theft
Personal assault- death
Personal assault- total loss, or permanent
and total loss of use, of one or more limbs
Personal assault- total and irrecoverable
loss of sight in one or both eyes
Personal assault- disablement which totally
prevents the injured person from carrying
out all parts of their usual occupation
Metered water and fuel
Undamaged tenant's improvements
Contents temporarily elsewhere including whilst in
transit
Contents kept at home

Special limits (included within and not in addition to the overall limit/amount insured above)

Fraud and dishonesty

Special excesses

PROPERTY – BUSINESS INTERRUPTION - NOT INSURED

Section wording
Insurer

Endorsements

6731.0 Removal of cover: cyber claims and losses

Special limits (included within and not in addition to the overall limit/amount insured above)

- Denial of access
- Suppliers
- Locations
- Property in storage
- Public utilities
- Public authority
- Equipment breakdown
- Hazardous substances

EQUIPMENT BREAKDOWN - NOT INSURED

Section wording
Insurer
Amount insured
Limit applies to
Excess
Excess applies to

Endorsements

6732.0 Removal of cover: cyber claims

Special Limits (included within and not in addition to the overall limit/amount insured above)

Hazardous substances
Reconstitution of electronic data
Expediting expenses
Oil and water storage tanks

BUSINESSHR - NOT INSURED

Section wording
Insurer
Description

The General Terms of this policy and the terms, conditions and exclusions of the relevant sections all apply to this endorsement except as modified below:

CLAUSES APPLICABLE TO THE WHOLE POLICY

603.0 **Commercial assistance & legal advice helpline**
Your Hiscox policy gives you access to a general business advice line.

For advice on employment, prosecutions, health and safety, sex discrimination, tax and European law call **+44 (0)870 050 3030**.

6727.0 **Additional definitions: cyber**

The following are added to the Property definitions. These amendments only apply to the Property definitions where the Property definitions are incorporated into the Property sections of **your policy**.

Computer or digital technology

Any **programs**, computer network, hardware, software, operational technology, internet-connected device, network-connected device, electronic device, information technology, communications system, including but not limited to any internet-of-things devices, email system, intranet, extranet, website or cloud computing services.

Computer or digital technology error

Any negligent act, error or omission by anyone in the:

1. creation, handling, entry, modification or maintenance of; or
2. on-going operation, maintenance (including but not limited to installation, upgrading or patching) or development of,

any **computer or digital technology**.

Cyber attack

Any digital attack or interference, whether by a **hacker** or otherwise, designed to:

1. gain access to;
2. extract information from;
3. disrupt access to or the operation of; or
4. cause damage to, any data or **computer or digital technology**, including but not limited to any:
 - a. **programs** designed to damage, disrupt, extract data from, or gain access to any data or **computer or digital technology** including, but not limited to, malware, wipers, worms, trojans, rootkits, spyware, dishonest adware, crimeware, ransomware, crypto-jacking and other malicious software or viruses; or
 - b. denial of service attack or distributed denial of service attack.

Hacker

Anyone, including an employee of **yours**, who gains unauthorised access to or unauthorised use of any:

3. **computer or digital technology**; or
4. data held electronically by **you** or on **your** behalf.

Program(s)

A set of instructions in a computer language which tells a computer how to process data or interact with ancillary equipment, systems or devices.

PUBLIC AND PRODUCTS LIABILITY CLAUSES IN FULL

6735.0 **Removal of cover: cyber claims**

The following are added to **Special definitions for this section**:

Computer or digital technology

Any **programs**, computer network, hardware, software, operational technology, internet-connected device, network-connected device, electronic device, information technology, communications system, including but not limited to any internet-of-things devices, email system, intranet, extranet, website or cloud computing services.

Computer or digital technology error

Any negligent act, error or omission by anyone in the:

1. creation, handling, entry, modification or maintenance of; or
2. on-going operation, maintenance (including but not limited to installation, upgrading or patching) or development of,

any **computer or digital technology**.

Cyber attack

Any digital attack or interference, whether by a **hacker** or otherwise, designed to:

1. gain access to;
2. extract information from;
3. disrupt access to or the operation of; or
4. cause damage to,

any data or **computer or digital technology**, including but not limited to any:

- a) **programs** designed to damage, disrupt, extract data from, or gain access to any data or **computer or digital technology** including, but not limited to, malware, wipers, worms, trojans, rootkits, spyware, dishonest adware, crimeware, ransomware, crypto-jacking and other malicious software or viruses; or
- b) denial of service attack or distributed denial of service attack.

Hacker

Anyone, including an employee of yours, who gains unauthorised access to or unauthorised use of any:

1. **computer or digital technology**; or
2. data held electronically by **you** or on **your** behalf.

Personal data

Any information about an individually identifiable natural person, including any information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual, including but not limited to any information protected by the Data Protection Act 2018, General Data Protection Regulation (EU) 2016/679, or any related, similar or successor legislation or regulation in any jurisdiction.

The following is added to **What is not covered**:

Cyber incidents

We will not make any payment for any claim or part of a claim or loss directly or indirectly due to any:

- a) **cyber attack**;
- b) **hacker**;
- c) **computer or digital technology error**;
- d) any fear or threat of a. to b. above; or
- e) any action taken in controlling, preventing, suppressing, responding or in any way relating to a. to d. above.

Personal data

We will not make any payment for any claim or part of a claim or loss directly or indirectly due to the actual or alleged processing, acquisition, storage, destruction, erasure, loss, alteration, disclosure, use of or access to **personal data**.

EMPLOYERS LIABILITY CLAUSES IN FULL

6734.0 **Confirmation of cover: cyber claims**

The following is added to **What is covered**:

Cyber claims

We will pay for any claim that is otherwise covered under this section, where such claim arises from a cyber attack, hack or other computer or cyber-related incident.

3074.1 **Employers Liability Tracing Office (ELTO) – mandatory information required**

You must provide **us** with the following information for this section of the **policy** for each entity insured under this section of the **policy**:

1. Employer name; and
2. Full address of employer including postcode; and
3. HMRC Employer Reference Number (ERN).

If any insured entity does not have an ERN, **you** must provide **us** with one of the following reasons:

- a. The entity has no employees; or
- b. All staff employed earn below the current Pay As You Earn (PAYE) threshold; or
- c. The entity is not registered in England, Wales, Scotland or Northern Ireland.

TECHNICAL & PORTABLE EQUIPMENT CLAUSES IN FULL

6766.0 **Removal of cover: cyber claims and losses**

What is not covered 1. i. 'a virus or hacker.' is deleted.

The following is added to **What is not covered**:

We will not make any payment for **damage** to, or any loss, cost or expense arising in respect of any item of **computer or digital technology** which is directly caused by:

- a. a **cyber attack** or fear of threat of a **cyber attack**;
- b. a **hacker** or fear or threat of a **hacker**; or
- c. its digital connectivity to any other item of **computer or digital technology** which has been directly affected by a **cyber attack** or **hacker**.

We will however cover any other **damage**, loss, cost or expense insured under this section which is

caused by the **cyber attack** or **hacker**.

We will not make any payment for **damage**, loss, cost or expense directly or indirectly caused by, contributed to by, resulting from or in connection with a **computer or digital technology error**.

We will not make any payment for loss or **damage** due to **your** parting with title or possession of **property** or rights to **property** prior to receiving payment in full.

BUILDINGS CLAUSES IN FULL

6728.0 Removal of cover: cyber claims and losses

What is not covered 1. i. 'any virus' is deleted.

The following is added to **What is not covered**:

We will not make any payment for **damage** to, or any loss, cost or expense arising in respect of any item of **computer or digital technology** which is directly caused by:

- a. a **cyber attack** or fear of threat of a **cyber attack**;
- b. a **hacker** or fear or threat of a **hacker**; or
- c. its digital connectivity to any other item of **computer or digital technology** which has been directly affected by a **cyber attack** or **hacker**.

We will however cover any other **damage**, loss, cost or expense insured under this section which is caused by the **cyber attack** or **hacker**.

We will not make any payment for **damage**, loss, cost or expense directly or indirectly caused by, contributed to by, resulting from or in connection with a **computer or digital technology error**.

We will not make any payment for the **reconstitution of data** or the value to **you** of any lost or distorted records or data.

We will not make any payment for loss or **damage** due to **your** parting with title or possession of **property** or rights to **property** prior to receiving payment in full.

BUSINESS CONTENTS CLAUSES IN FULL

6729.0 Removal of cover: cyber claims and losses

What is not covered 1. i. 'any virus' is deleted.

The following is added to **What is not covered**:

We will not make any payment for **damage** to, or any loss, cost or expense arising in respect of any item of **computer or digital technology** which is directly caused by:

- a. a **cyber attack** or fear of threat of a **cyber attack**;
- d. a **hacker** or fear or threat of a **hacker**; or
- e. its digital connectivity to any other item of **computer or digital technology** which has been directly affected by a **cyber attack** or **hacker**.

We will however cover any other **damage**, loss, cost or expense insured under this section which is caused by the **cyber attack** or **hacker**.

We will not make any payment for **damage**, loss, cost or expense directly or indirectly caused by,

contributed to by, resulting from or in connection with a **computer or digital technology error**.

We will not make any payment for loss or **damage** due to **your** parting with title or possession of **property** or rights to **property** prior to receiving payment in full.

We will not make any payment for loss arising from any electronic, online or crypto currency, including Bitcoin.

BUSINESS INTERRUPTION CLAUSES IN FULL

6731.0 Removal of cover: cyber claims and losses

Where applicable:

1. **Special definitions for this section, Cyber attack** is deleted.
2. **What is covered**, Cyber attack and **What is covered, Additional cover**, Hacker damage, are deleted.

The following is added to **What is not covered**:

We will not make any payment for any interruption to **your activities** or for any loss, cost, payment or expense directly or indirectly caused by, contributed to by, resulting from or in connection with any of the following:

- a. **cyber attack**;
- b. **hacker**;
- c. **computer or digital technology error**;
- d. any fear or threat of a. or c. above; or
- e. any action taken in controlling, preventing, suppressing, responding or in any way relating to a. to d. above.

However:

- i. this exclusion does not apply to **What is covered**, Financial losses from insured damage; and
- ii. exclusion c. above does not apply to **What is covered**, Equipment Breakdown.

These amendments i. and ii. above only apply where the applicable insuring clause is incorporated into the Property – Business interruption section of **your policy**.

EQUIPMENT BREAKDOWN CLAUSES IN FULL

6732.0 Removal of cover: cyber claims **What is not covered** 2. c. 'a virus.' is deleted.

The following is added to **What is not covered**;

We will not make any payment for **damage** loss, cost or expense directly or indirectly caused by, contributed to by, resulting from or in connection with any of the following:

- a) **cyber attack**;
- b) **hacker**; or
- c) a failure of electronic equipment to correctly recognise, process or store any data.

INFORMATION ABOUT US

This policy is underwritten by Hiscox Underwriting Limited on behalf of the insurers listed below.

Name	Hiscox Underwriting Limited
Registered address	22 Bishopsgate London EC2N 4BQ United Kingdom
Company registration	Registered in England number 02372789
Status	Authorised and regulated by the Financial Conduct Authority

Insurers

These insurers provide cover as specified in each section of the schedule.

Name	Hiscox Insurance Company Limited
Registered address	22 Bishopsgate London EC2N 4BQ United Kingdom
Company registration	Registered in England number 00070234
Status	Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority