



# Insurance Booklet



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## Important Features

Effected with Accelerate Underwriting Ltd on behalf of Royal and Sun Alliance PLC by Ripe Insurance Services Ltd, The Royals, Altrincham Road, Manchester M22 4BJ.

If the Insured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this **Policy** shall become void and all claims hereunder shall be forfeited.

**We** must draw **Your** attention to a number of important features of this Insurance:

- This part of the document provides details of **Your Policy** and the terms and conditions that apply. The **Policy** is a legal contract between **You** and **Us**. The **Policy** wording and **Insurance Schedule** make one document and must be read together. Please keep them together
- The contract is based on the information **You** gave **Us** when **You** applied for the insurance
- **Your Policy** is in two parts – this **Policy** wording and the **Insurance Schedule**:

Policy	Schedule
<ul style="list-style-type: none"> <li>• Exactly what is covered and what isn't</li> <li>• How to make a <b>Claim</b> and how <b>We</b> will settle that <b>Claim</b></li> <li>• <b>Our</b> obligations to <b>You</b></li> <li>• The terms and conditions you must comply with</li> </ul>	<ul style="list-style-type: none"> <li>• The sections of the <b>Policy</b> that apply to <b>You</b> and the dates from which cover is in force</li> <li>• The various limits and sums insured that apply to <b>Your</b> cover</li> <li>• Any special terms that apply to <b>Your Policy</b></li> <li>• <b>Your Premium</b></li> <li>• <b>Your Policy</b> number</li> </ul>

**Our** part of the contract is that **We** will provide the cover set out in this **Policy** wording:

- for those sections which are shown on **Your Insurance Schedule**
- for the insurance period set out on the same **Insurance Schedule**.

**Your** part of the contract is:

- **You** must pay the Premium as shown on **Your Insurance Schedule** for each insurance period
- **You** must comply with all the terms and conditions set out in this **Policy**.

If **You** do not meet **Your** part of the contract, **We** may turn down a Claim, increase the premium or **You** may find that **You** do not have any cover.

#### IMPORTANT FEATURES:

- **Insurance Booklet:** **You** should read this document carefully in conjunction with the **Insurance Schedule**. It gives details of what is and is not covered by the insurance and the Conditions and Exclusions of the cover
- **Conditions and Exclusions:** Conditions and exclusions will apply to individual sections of the insurance while general exclusions and conditions will apply to the whole insurance
- **Limits:** All sections have limits on the amount **We** will pay under that section. Some sections also include inner limits for example for one item
- **Excesses:** Claims under certain sections will be subject to an **Excess**. Where there is an **Excess**, **You** will be responsible for paying the first part of a claim
- **Reasonable Care:** **You** are required to take all reasonable care to protect yourself and **Your Photography Equipment** and to act as though **You** are not insured
- **Complaints:** This insurance includes a complaints procedure which tells **You** what steps **You** can take if **You** wish to make a complaint
- **'Cooling Off' Period:** This insurance booklet contains a 'cooling off' period as detailed in '**Your** right to cancel'.

**PLEASE READ THESE FEATURES, YOUR INSURANCE SCHEDULE AND THE WHOLE OF THIS DOCUMENT CAREFULLY.**

If the insurance does not meet **Your** requirements please return it within 14 days from receipt of documentation.

Please note that this insurance is only available to individuals who are resident in the **United Kingdom**.

## Claims

### HOW TO MAKE A CLAIM

If an event giving rise to a claim under this insurance occurs **You** shall:

1. Notify Davies Group as stated in 'How to make a claim' as follows:
  - a. Within 30 days of the date of the incident occurring
  - b. Within 7 days of the date of loss for any claim in respect of riot, civil commotion, strikers or locked out workers.

Give details of **Your** claim by either:

- Telephone: +44 (0)344 274 3270
- Post: Ripe Insurance for Photography Claims Department, Davies Group, PO BOX 2801, Hanley, Stoke on Trent, ST4 5DN
- Email: newclaim.photography@davies-group.com

No claim shall be payable unless the terms of this condition have been complied with.

### CLAIMS CONTROL

1. If an event giving rise to a claim under this insurance occurs **You** shall:
  - (a) take immediate action to minimize the loss, destruction, damage, injury, illness or disease
  - (b) pass every letter, claim, writ, summons and process to **Us** immediately upon receipt.
2. **We** shall have sole control of all claims procedures and settlements
3. No admission, offer, promise, payment, or indemnity shall be made or given by **You** or on **Your** behalf without **Our** written consent
4. On the happening of an event which gives rise to a claim **We** or any person authorised by **Us** may without thereby incurring any liability or diminishing any of **Our** rights under this insurance enter, take or keep possession of the premises where the event occurred and may take possession of or require to be delivered to them any property insured and deal with such property for all reasonable purpose and in any manner
5. If **You** or anyone acting on **Your** behalf does not comply with **Our** requirements or hinders or obstructs **Us** in carrying out any of the above mentioned acts then all benefit under this insurance shall be forfeited
6. Salvage - Following a valid claim, **We** may, without incurring any further liability and without diminishing **Your** right to rely on any condition of this insurance, take and keep possession of any of the **Photography Equipment** insured under Section 1 and to deal with salvage in a reasonable manner, but **You** may not abandon any property insured to **Us**
7. **We** may at any time at **Our** sole discretion pay to **You** the maximum sum payable hereunder or any lesser sums for which any claim or claims can be settled. **We** shall not be under any further liability except for payment of costs and expenses which may have been incurred prior to such payment provided that in the event of a claim or series of claims resulting in **Your** liability to pay a sum in **Excess** of the Sum Insured or **Limit of Indemnity Our** liability for such costs and expenses shall not exceed an amount being in the same proportion as **Our** payment to **You** bears to the total payment made by **You** or on **Your** behalf in settlement of the claim or claims.

### CLAIMS CONDITIONS

These are the claims conditions **You** will need to keep to as **Your** part of this contract. If **You** do not, a claim may be rejected or payment could be reduced. In some circumstances **Your Policy** might be invalid.

1. If an event giving rise to a claim under this insurance occurs **You** shall:
  - a. ensure the Police are notified in respect of malicious damage &/or theft incidents as soon as reasonably practicable and certainly within 24 hours of discovery. A crime reference number must also be obtained
  - b. provide **Us** with all proofs and information in relation to a claim that **We** may reasonably require together with (if required) a statutory declaration of the truth of the claim and any connected matters
2. If at the time of any loss, damage or liability arising hereunder there is any other insurance covering the same loss, damage or liability **We** will pay only **Our** rateable proportion
3. All claims arising under this insurance shall be governed by the law of England and Wales whose Courts alone shall have jurisdiction in any dispute arising hereunder
4. In the event of claims in respect of Third Party Property **Damage**:
  - a. **You** shall substantiate that the damage occurred
  - b. The claim shall be presented in the first instance to the Third Party's own insurers with a request that payment shall be made under any other insurance which may be in operation. If no such insurance shall be in force or if such request be refused, **You** must obtain written confirmation of such from the Third Party and submit it with full information to **Us**
5. There is satisfactory evidence of the damage being **Your** responsibility and that settlement shall be considered without legal liability or negligence being proven

## Important Information

### CONSUMER INSURANCE ACT

**You** are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act to take care to supply accurate and complete answers to all the questions in the declaration and to make sure that all information supplied is true and correct. **You** must tell **Us** of any changes to the answers **You** have given as soon as possible. Failure to advise **Us** of a change to **Your** answers may mean that **Your Policy** is invalid and that it does not operate in the event of a claim.

### KEEPING US INFORMED

This **Policy** is based on the information **You** have given **Us** about **You**. It is important **You** let us know within 30 days of changes that affect what **You** have told **Us**.

If **You** fail to disclose all relevant information or make a misrepresentation, **We** may void the **Policy** or reduce the value of any claim payment.

### YOUR RIGHT TO CANCEL

If **You** decide that for any reason, this **Policy** does not meet **Your** insurance needs then please return it to Ripe Insurance for Photography within 14 days of issue. On condition that no claims have been made or are pending a full refund will be available.

There after **You** may cancel the **Policy** at any time by informing Ripe Insurance for Photography. At **Our** discretion, **We** will provide you with a pro rata refund of premium less any cancellation administration fee applied by Ripe Insurance for Photography and disclosed to **You** in **Your** Terms of Business Agreement with them. There will be no return of premium whereby a loss has been reported under this **Policy**. There will also be no return of premium where the premium refund due is less than £10.

### OUR RIGHT TO CANCEL

**We** may at any time cancel any insurance document by sending 14 days notice to **You** at **Your** last known address. Provided the premium has been paid in full **You** shall be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance.

### GOVERNING LAW

Unless some other law is agreed in writing, this **Policy** is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the UK in which **Your** main residence is situated.

### DATA PROTECTION ACT 1998

Please note that any information provided to **Us** will be processed by **Us** and **Our** agents in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties. **We** may also send the information in confidence for process to other companies acting on their instructions including those located outside the European Economic Area.

## Definitions

This part of the **Policy** sets out the words which have a special meaning. Each word is listed with the meaning explained below and is printed in Bold Type whenever it appears in the **Policy, Insurance Schedule** and endorsements.

### Accessories

Battery chargers, rechargeable batteries, adapters, binoculars, rain covers, carry cases and carry bags. It does not include leads, cables, bulbs, film, discs or software

### Bodily Injury

Death, injury, illness or disease

### Court

A court or other competent authority

### Damage

Accidental destruction or damage

### Employee(s)

Any individual under a contract of service or apprenticeship with **You**

### Endorsements

Any terms and conditions made separately to the terms of the **Policy** and specified on **Your Insurance Schedule**

### Evidence of Ownership

Original sales purchase or till receipt or other evidence which clearly demonstrates ownership of the **Photography Equipment**. This may include but is not limited to bank/credit card statements or dealer valuations along with a photograph of the **Photography Equipment**. The evidence should clearly show date, price paid and details of the **Photography Equipment**

### Event(s)

One occurrence or all occurrences of a series consequent on or attributable to one source or original cause

### Excess

The part or amount **You** will be responsible for paying in the event of a claim

### Hired in Equipment

**Photography Equipment** hired in and under a hiring agreement between **You** and a recognised **Photography Equipment** hiring or leasing company

### Incidents

All individual losses arising out of and directly occasioned by one sudden unexpected specific **Event** occurring at an identifiable time and place

### Indemnity Value

The value of the item taking into account the age and condition of the item immediately prior to the loss or damage.

### Insured Location

Location stated in **Your Insurance Schedule** where **Your Photography Equipment** is usually kept and must be one of the following:

1. A building of standard construction built of brick, stone or concrete with a slate, tiled or multi layered roof
2. A privately accessed brick, stone or concrete outbuilding or garage with a slate, tiled or multi layered roof which is attached to or within the boundaries of a private dwelling house
3. A self-contained flat or studio within a building of standard construction built of brick, stone or concrete with a slate, tiled or multi layered roof
4. A self-contained lockable private room within a shared house or halls of residence

### Insurance Schedule

The insurance schedule issued to **You** including any **Endorsements**

### Limit of Indemnity

The maximum amount payable by **Us** in respect of the cover provided as shown in the **Insurance Schedule** or **Policy** wording

### Locked Luggage Compartment

An area within a motor vehicle comprising of any of the following:

- Locked boot within a hard-topped vehicle
- Locked rear storage area where a factory fitted cover is in place within a hard-topped vehicle
- A van with a secure bulkhead with no direct access between the front cab and the back-storage area and where the storage area is not visible from the vehicles windows
- Locked glove compartments within a hard-topped vehicle

### Offshore

Embarkation on to a vessel or aircraft for conveyance to an offshore rig or platform until disembarkation from the conveyance on to land upon return from such offshore rig or platform

### Period of Insurance

The period of cover effective as detailed in **Your Insurance Schedule**

### Person Employed

1. **Employee**
2. labour master and individuals supplied by them
3. individual employed by labour only sub-contractors
4. self-employed individual (not being in partnership with **You**)
5. individual hired to or borrowed by **You**
6. individual undertaking study or work experience while under **Your** supervision while under **Your** direct control and supervision

### Person Entitled to Indemnity

1. **You**
2. **Your** personal representatives in respect of legal liability incurred by **You**
3. at **Your** request
  - A) any principal
  - B) any of **Your** directors or partners
  - C) any **Person Employed** against legal liability in respect of which **You** would have been entitled to indemnity under this **Policy** if the claim had been made against **You**
  - D) the officers, committees and members of **Your** canteen, social, sports and welfare organisations and first aid, fire, ambulance, medical and security services in their respective capacities as such but this shall not include medical or dental practitioners in relation to medical services provided
  - E) any of **Your** directors or partners or **Employees** in respect of private work undertaken by any **Person Employed** for such director's partners or **Employees** with **Your** prior consentprovided that such people shall keep to the terms, conditions and limitations of this **Policy** so far as they can apply

### Photography Equipment

Photographic equipment belonging to **You** or for which **You** are responsible. Including cameras, lenses, camera backs, filters, light meters, colour meters, stands and tripods, viewfinders, cases, video and audio equipment, props, portable lighting equipment, Steadicams, thermal imaging equipment and **Accessories**. Laptops, desktop computers and printers providing they are primarily used in the conjunction with other photography equipment. It does not include drones or their associated equipment

### Policy

The policy wording (along with the **Insurance Schedule**) which form part of the legal contract between **You** and **Us**

### Portfolio

A collection of photographic prints and laminates but only the value of materials and labour required for reproducing, re-laminating and re-printing



### Proof of Hire

Evidence of **Photography Equipment** hire which can be one of the following:

- An original sales purchase or till receipt
- Hiring agreement
- Bank or credit card statement

### Terrorism

Acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty's government in the **United Kingdom** or any other government de jure or de facto

### Territorial Limits

The territorial limits as defined in **Your Insurance Schedule**. If the territorial limits in **Your Insurance Schedule** states E.U. or worldwide then cover will apply up to 60 days in any one **Period of Insurance**

### United Kingdom

England, Scotland, Wales, The Channel Islands, Isle of Man and Northern Ireland

### Unattended

Whilst the **Photography Equipment** is away from the **Insured Location** and **You** or an appointed person are not using, holding or in a position to keep the **Photography Equipment** under observation

### Unoccupied

When the **Insured Location** has not been occupied by **You** or an appointed person for more than 21 consecutive days

### We/Our/Us

Royal & Sun Alliance Insurance PLC., St Mark's Court, Chart Way, Horsham, West Sussex, RH12 1XL

### You/Your

The insured person/persons named on the **Insurance Schedule** who are a **United Kingdom** resident

## Section 1 – Theft Of Photography Equipment (Excluding Theft From An Unattended Vehicle)

### What is covered:

We agree to pay for the cost of replacement, up to the limit stated in **Your Insurance Schedule** of **Photography Equipment** owned by **You** that has been stolen during the **Period of Insurance** from the **Insured Location** or if stated in the Schedule elsewhere within the **Territorial Limits**.

We will pay the cost of replacement as new for any stolen item providing the item was not more than 3 years old (laptops and tablets not more than 18 months old) at the date of the theft and provided it was purchased new at the time. **Evidence of Ownership** will be required.

Where proof of value cannot be provided or the item is more than 3 years old (laptops not more than 18 months old) or was not purchased new at the time then We will deal with the claim on the **Indemnity Value** basis. If **Your** sums insured are inadequate to replace appropriate items on a new for old basis then the claim will be settled on an **Indemnity Value** basis. If your sums insured are insufficient on an **Indemnity Value** basis then the claim will be proportionately reduced by the amount of any under-insurance.

Any replacement **Photography Equipment** will be supplied from a preferred supplier approved by **Us** or at **Our** discretion, by vouchers to the equivalent value from a preferred supplier approved by **Us**.

A single article limit of £10,000 applies. Any items over £3,000 in value must be specified individually on **Your Insurance Schedule** otherwise they will not be insured.

### What is not covered:

1. Any **Excess** stated in the **Insurance Schedule**
2. Theft of **Photography Equipment** unless substantiated by **Evidence of Ownership**
3. Theft from the **Insured Location** unless:
  - a. The **Photography Equipment** is kept inside the **Insured Location**
  - b. The SECURITY REQUIREMENTS have been met
  - c. There is clear evidence of forcible and violent entry or exit
4. Theft from an unattended motor vehicle
5. Theft from a wooden shed or any wooden building
6. Theft by a person to whom the **Photography Equipment** was entrusted
7. Theft when the **Photography Equipment** is hired out or loaned by **You**, unless **You** are in attendance
8. Theft of **Photography Equipment** away from the **Insured Location** unless this cover is shown as operative in **Your Insurance Schedule**
9. Theft of **Photography Equipment** away from the **Insured Location** and left unattended unless the items are in a locked room or locked cupboard/locker and there is clear evidence of forcible and violent entry or exit
10. Theft of **Photography Equipment** outside of the **United Kingdom** unless the European or Worldwide option is shown on **Your Insurance Schedule**
11. Theft of **Photography Equipment** in transit which has not been reported to the carrier and a written report obtained. In the case of an airline a Property Irregularity Report will be required
12. Theft or attempted theft of **Photography Equipment** whilst in a taxi, caravan (static or mobile), mobile home or vehicles converted for this purpose
13. Theft which has not been reported to the Police within 24 hours of discovery and where a crime reference number cannot be provided
14. Theft from the **Insured Location** if **Unoccupied**
15. Matching parts, sets of collections that were not also stolen
16. Unexplained theft
17. Theft of any consumable items such as batteries, leads, cables, bulbs, film, discs or software (unless the software was purchased new as a package designed solely for the production of photographs and it cannot be reinstated from a backup disk, any back up disks must be kept in a separate location)
18. Theft of **Your Portfolio**
19. Theft of any mobile phones or tablet computers unless the appropriate endorsement is operative in **Your Insurance Schedule**.

### SECURITY REQUIREMENTS

1. Any external doors are fitted with either a minimum 5 lever mortice deadlock/hook lock with matching boxed striking plate and conforms to BS3621 standard or a cylinder operated deadlock or a deadlocking multipoint locking system

2. All ground floor and basement windows and skylights and all other opening windows and skylights accessible from roofs, balconies, decks, canopies, awnings, down pipes or guttering must be fitted with key operated window locks fitted or permanently fixed shut

If the total sum insured for **Your Photography Equipment** is £25,000 or over **You** must in addition to the above, comply with at least 1 of the following security requirements whilst at the **Insured Location**:

1. All external doors must be shuttered with substantial steel or metal security shutters designed by the manufacturer to provide security for the premises; any opening windows must have metal bars or security shutters installed or;
2. A NSI approved alarm must be installed and put into operation when the premises are left unattended; the alarm system should be annually maintained and linked to the alarm company central station or Police.

## Section 2 – Damage To Photography Equipment

### What is covered:

We agree to pay at Our discretion the cost of repair or replacement, up to the limit stated in Your Insurance Schedule of Photography Equipment owned by You that has suffered Damage during the Period of Insurance whilst at the Insured Location or if stated in the Schedule elsewhere within the Territorial Limits including within a motor vehicle.

We will pay the cost of replacement as new for any damaged item providing the item was not more than 3 years old (laptops and tablets not more than 18 months old) at the date of the Damage and provided it was purchased new at the time. Evidence of Ownership will be required.

Where proof of value cannot be provided or the item is more than 3 years old (laptops not more than 18 months old) or was not purchased new at the time then We will deal with the claim on the Indemnity Value basis. If Your sums insured are inadequate to replace appropriate items on a new for old basis then the claim will be settled on an Indemnity Value basis. If your sums insured are insufficient on an Indemnity Value basis then the claim will be proportionately reduced by the amount of any under-insurance.

If the item is proven to be beyond economical repair, a claim will be dealt with as if the article had been a total loss. Any replacement Photography Equipment will be supplied from a preferred supplier approved by Us or at Our discretion, by vouchers to the equivalent value from a preferred supplier approved by Us.

A single article limit of £10,000 applies. Any items over £3,000 in value must be specified individually on Your Insurance Schedule otherwise they will not be insured.

### What is not covered:

1. Any Excess stated in the Insurance Schedule
2. Loss of Photography Equipment
3. Damage where the equipment was not used in accordance with the manufacturers guidelines or instructions
4. Damage whilst in a vehicle unless the Photography Equipment is securely kept in a purposely designed equipment case
5. Damage whilst the Photography Equipment is kept in a wooden shed or any wooden building
6. Damage of Photography Equipment away from the Insured Location unless this cover is shown
7. Damage whilst in transit with a recognised transport provider unless the Photography Equipment is securely kept in a purposely designed equipment case and has been reported to the carrier and a written report obtained. In the case of an airline a property irregularity report will be required
8. Damage when the Photography Equipment is hired out or loaned by You, unless You are in attendance
9. Damage to Photography Equipment outside of the United Kingdom unless European or Worldwide option is shown on Your Insurance Schedule
10. Damage to Photography Equipment whilst in a taxi, caravan (static or mobile), mobile home or vehicles converted for this purpose
11. Matching parts, sets of collections that were not also accidentally damaged
12. Damage or unexplained or malicious damage caused when the Photography Equipment was left Unattended
13. Damage to any consumable items such as batteries, leads, cables, bulbs, film, discs or software (unless the software was purchased new as a package designed solely for the production of photographs and it cannot be reinstated from a backup disk, any back up disks must be kept in a separate location)
14. Damage caused by wear and tear, wet or dry rot, atmospheric or climatic conditions, dampness frost, insects, vermin, fungus, domestic pet, rust, change in temperature, corrosion and naturally occurring defects, defects in operation or any gradually operating cause
15. Marring, scratching, denting, changes in colour or finish, corrosion or any cosmetic change which does not impair the function of the Photography Equipment
16. Mechanical, constructional, electronic or electrical breakdown and/or derangement unless this immediately results in a fire
17. The cost of repairing or replacing any defective part in consequence of a latent defect and/or a faulty or defective design, materials or workmanship
18. Damage caused by water or chemicals during any cleaning, maintenance or the Photography Equipment being taken apart
19. Damage caused by liquids or liquid ingress
20. Damage caused by water ingress to underwater cameras
21. Where the Photography Equipment has suffered damage as a result of a manufacturing fault which is still covered under a manufacturing warranty
22. Damage to any mobile phones or tablet computers unless the appropriate endorsement is operative in Your Insurance Schedule.

## Section 3 – Theft From A Vehicle Cover

### What is covered:

We agree to pay for the cost of replacement, up to the limit stated in **Your Insurance Schedule**, of **Photography Equipment** owned by **You** that has been stolen from a motor vehicle during the **Period of Insurance** within the **Territorial Limits**.

Theft from the vehicle shall only be covered if the items are kept out of sight in a **Locked Luggage Compartment** within the motor vehicle and all doors, windows and any other openings of the motor vehicle are closed and securely locked.

In the event that the amount claimed is over £5,000 then unless the vehicle is fitted with a factory fitted alarm which is in operation at the time of the incident then the maximum indemnity under this section will be £5,000.

We will pay the cost of replacement as new for any stolen item providing the item was not more than 3 years old (laptops and tablets not more than 18 months old) at the date of the theft and provided it was purchased new at the time. **Evidence of Ownership** will be required.

Where proof of value cannot be provided or the item is more than 3 years old (laptops not more than 18 months old) or was not purchased new at the time then We will deal with the claim on the **Indemnity Value** basis. If **Your** sums insured are inadequate to replace appropriate items on a new for old basis then the claim will be settled on an **Indemnity Value** basis. If your sums insured are insufficient on an **Indemnity Value** basis then the claim will be proportionately reduced by the amount of any under-insurance.

Any replacement **Photography Equipment** will be supplied from a preferred supplier approved by **Us** or at **Our** discretion, by vouchers to the equivalent value from a preferred supplier approved by **Us**.

A single article limit of £10,000 applies. In addition, any items over £3,000 in value must be specified individually on **Your Insurance Schedule** otherwise they will not be insured.

### What is not covered:

1. Any **Excess** stated in your **Policy Schedule**
2. Theft from a motor vehicle unless:
  - a. The **Photography Equipment** is out of sight in a locked luggage compartment
  - b. The motor vehicle is securely locked and all security devices are in operation
  - c. There is sign of forcible and violent entry into the motor vehicle
  - d. The theft is substantiated by a Police report with an appropriate crime reference number
3. Any theft from a motor vehicle between the hours of 8pm to 6am
4. Theft from any soft top or convertible motor vehicles, trailers or roof boxes
5. Theft of **Photography Equipment** unless substantiated by **Evidence of Ownership**
6. Theft when the **Photography Equipment** is hired out or loaned by **You**, unless **You** are in attendance
7. Theft of **Photography Equipment** outside of the **United Kingdom** unless the European or Worldwide option is shown on **Your Insurance Schedule**
8. Matching parts, sets of collections that were not also stolen
9. Unexplained theft
10. Theft of any consumable items such as batteries, leads, cables, bulbs, film, discs or software (unless the software was purchased new as a package designed solely for the production of photographs and it cannot be reinstated from a backup disk, any back up disks must be kept in a separate location)
11. Theft of **Your Portfolio**
12. Theft of any mobile phones or tablet computers unless the appropriate endorsement is operative in **Your Insurance Schedule**.

## Section 4 – Additional Hire Costs

### What is covered:

In the event of theft or **Damage** to the **Photography Equipment** insured under section(s) 1, 2 or 3, **We** will pay **You** the cost of temporary hire of **Photography Equipment** up to the limit stated in the **Insurance Schedule** provided that such **Photography Equipment** shall be of a comparable kind and not substantially better than that stolen or damaged.

### What is not covered:

1. Any **Excess** stated in the **Insurance Schedule**
2. Any claim where there is not a valid claim under section(s) 1, 2 or 3 for theft or **Damage** to **Photography Equipment**
3. Any claim for **Photography Equipment** hire where **Proof of Hire** cannot be provided
4. Any hire costs which exceed a normal charge from a recognised supplier of hired **Photography Equipment**.

## Section 5 – Public Liability

### What is covered:

We will indemnify You up to the limit stated in the Insurance Schedule (which is inclusive of all costs and expenses) against legal liability for accidental:

1. Mental injury, death, disease or Bodily Injury to any person
2. Damage to property belonging to others

which arises from Your use or ownership of any Photography Equipment within the Territorial Limits stated in the Insurance Schedule.

The total amount payable includes reasonable defence costs and expenses incurred by You with Our written consent in connection with any liability insured under this Policy.

For the purposes of the Limit of Indemnity applying to Terrorism shall read £5,000,000 or the Limit of Indemnity stated in Your Insurance Schedule (whichever is the lower).

In respect of all Incidents considered by Us to have occurred during any one Period of Insurance in respect of pollution or contamination of buildings, other structures, water, land or atmosphere the most We will pay shall read £5,000,000 or the Limit of Indemnity (whichever is the lower) in respect of pollution shown under Public Liability in Your Insurance Schedule.

### What is not covered:

1. Any Excess stated in the Insurance Schedule
2. Liability to any Person Employed
3. Liability to a member of Your immediate family (spouse, children, parents, siblings and their families)
4. Any property belonging to You or in Your care, custody or control
5. Any wilful, malicious or unlawful act
6. Liability where You are entitled to indemnity from another more specific source
7. Any liability arising from a contract or agreement unless You would have been liable in the absence of such contract or agreement
8. Punitive, exemplary or aggravated damages, fine or penalties
9. Any liability of You or any principal of yours arising solely from Your duties or such principals as a director or legal officer of any company
10. Liability arising from the sale or supply of goods by or on Your behalf
11. Liability as a result of Your insolvency, bankruptcy or liquidation
12. Liability arising out of the ownership or use of land or buildings, animals, firearms or weapons
13. Liability arising out of the ownership, possession or use of vehicles, aircraft including drones or watercraft
14. Liability arising from Your trade or profession unless that trade or profession is a photographer or assisting in filming or photography
15. Liability arising out of the influence of intoxicating liquor or drugs
16. Any liability not involving the use of Photography Equipment
17. Bodily Injury or property damage occurring outside of the Territorial Limits specified in the Insurance Schedule
18. In respect of any judgement award or settlement made within countries which operate under the laws of the United States of America or Canada or any order made anywhere in the World to enforce such judgement award or settlement whether in whole or in part
19. Directly or indirectly relating to asbestos including but not limited to mental injury or fear of suffering Bodily Injury, death, disease or illness
20. Any legal liability caused by or arising out of pollution or contamination of buildings or other structures or of water or land or the atmosphere
  - a. happening in The United States of America or Canada or where a claim is brought in a court of law in The United States of America or Canada
  - b. happening anywhere in the World other than The United States of America or Canada 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 and contamination which arises out of one Incident shall be considered by Us for the purpose of this Policy to have occurred at the time such Incident takes place.

## Section 6 – Professional Indemnity

### What is covered:

1. **We** will indemnify **You** against any claim or claims (including all legal costs and expenses for which **You** shall become liable to the claimant) up to but not exceeding in the aggregate for all claims under this **Policy**, the total sum insured specified in the **Insurance Schedule** arising from breach of professional duty whether such duty is owed in contract or otherwise in respect of **Your** legal liability arising from negligent acts, errors or omissions whenever or wherever committed or alleged to have been committed in connection with **Your** photography activity providing that the claim or claims are:
  - a. Made against **You** during the **Period of Insurance** specified in the **Insurance Schedule**;
  - b. Notified as soon as possible in writing to **Us** by **You** during the **Period of Insurance**;
  - c. Arising out of any act, error or omission which occurred subsequent to the inception date specified in the **Insurance Schedule**; and
  - d. Arising out of any acts, errors or omissions occurring in the **Territorial Limits** stated in **Your Insurance Schedule**
2. **We** will indemnify **You** against any claim or claims arising in respect of libel, slander, defamation up to but not exceeding the limit of indemnity specified in the **Insurance Schedule**
3. The liability of **Us** under this insurance in respect of any one claim or aggregate for all claims in any one **Period of Insurance** shall not exceed the limit of liability specified in the **Insurance Schedule**
4. **We** will pay all costs, fees and expenses incurred with the prior consent of **Us** by the insured in the defense of settlement of a claim or claims made against the insured but not exceeding in total the limit of indemnity specified in the **Insurance Schedule**.

### What is not covered:

1. Any liability directly or indirectly arising out of personal injury to any **Employee** of **You** arising out of or in the course of employment in the insureds business
2. Any claim or claims:
  - a. Made or threatened or in any way intimated prior to the inception date of the insurance
  - b. Arising from any known circumstance of which **You** had become aware prior to the insurance inception and which **You** or a reasonable person of **Your** profession would at any time prior to the insurance inception have considered may give rise to a claim or claims
3. Claims brought about or contributed to any dishonest, fraudulent, criminal or malicious act or omission of **You** or any person at any time employed by **You**
4. Claims arising from the conduct of any business not conducted for the benefit of or on behalf of **You**
5. Claims as a result of **Your** insolvency, bankruptcy or liquidation as the case may be
6. Claims arising from the sale or supply of goods by or on behalf of **You**
7. Claims arising from the digital manipulation or graphic design for third parties
8. Any willful, malicious or unlawful act
9. Liability to pay
  - a. Liquidated, punitive, exemplary or aggravated damages
  - b. Any fines and/or penalties imposed by law
  - c. Any trading debts
10. Any liability of **You** or any principal of yours arising solely from **Your** duties or such principals as a director or legal officer of any company
11. Liability arising from any breach of copyright
12. Claims to any of **Your** employees or immediate family (spouse, children, parents, siblings and their families)
13. Liability arising out of the use, ownership, possession of land or buildings, animals, firearms or weapons
14. Liability in respect of the ownership, maintenance, operation or use of any aircraft, motorized watercraft, automobiles or vehicles of any kind by or in the interest of **You**
15. Any form of performance, surety, credit or financial guarantee
16. Economic or pecuniary loss where no personal injury or damage to tangible property occurs;
17. Claims arising out of, relating directly or indirectly from or in consequence of or in any way involving reckless disregard and/or willful breach of duty of any kind;
18. Property damage to any property belonging to **You** or is in **Your** custody, care or control
19. Liability where **You** are entitled to indemnity from another more specific source
20. Liability not involving the use of **Photography Equipment**
21. Any liability arising from a contract or agreement unless **You** would have been liable in the absence of such contract or agreement
22. Liability arising out of the influence of intoxicating liquor or drugs.



## Section 7 – Employers’ Liability

### What is covered:

Any **Person Entitled to Indemnity** is covered

1. Against legal liability for damages in respect of **Bodily Injury** of any **Person Employed** caused during any **Period of Insurance**
  - a. in **United Kingdom**
  - or
  - b. while temporarily outside these territories provided they are normally resident within the **United Kingdom** arising out of and in the course of employment by **You** in **Your** business as a photographer.
2. In respect of
  - a. claimants’ costs and expenses which **You** are legally liable to pay in connection with any claim
  - b. the costs of legal representation at any coroner’s inquest or inquiry in respect of any death
  - c.
    - i) costs of legal representation at proceedings in any **Court** arising out of any alleged breach of statutory duty resulting in **Bodily Injury** including the defence of any criminal proceedings brought against **You** or **Your** director or partner or **Employee** for an offence of Corporate Manslaughter or Corporate Homicide or a breach of the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978
    - ii) costs and expenses of legal representation at any appeal against conviction if in the opinion of Counsel (appointed by mutual consent) such appeal could be contested with the probability of success
  - d. all other legal costs and legal expenses in relation to any matter which may form the subject of a claim for indemnity under this Insurance Section

incurred with **Our** prior written consent.

### The most We will pay

**Our** liability for **Bodily Injury** and costs and expenses payable in respect of any one **Event** will not exceed the **Limit of Indemnity** shown under Employers’ Liability in **Your** Schedule.

For the purposes of the **Limit of Indemnity** applying to **Terrorism** shall read £5,000,000.

### Parties to the contract of insurance

The total amount payable by **Us** in respect of all damages, costs and expenses arising out of all claims during any one **Period of Insurance** consequent on or attributable to one source or original cause irrespective of the number of **Persons Entitled to Indemnity** having a claim under this **Policy** consequent on or attributable to that one source or original cause shall not exceed the **Limit of Indemnity** shown under Employers’ Liability in **Your Insurance Schedule**.

For the purposes of the **Limit of Indemnity** all of the **Persons Entitled to Indemnity** under this **Policy** shall be treated as one party or legal entity so that there will be only two parties to the contract of insurance namely **Us** and **You**.

### Extensions to the Employers’ Liability section:

#### THIS INSURANCE ALSO COVERS

1. Compensation for **Court** Attendance
 

If **We** require any director, partner or **Employee** of **Yours** to attend **Court** as a witness in connection with a claim for which **You** are entitled to indemnity.

The maximum **We** will pay for:

  - a. **You**, each director or partner is £500 per day
  - b. each **Employee** is £250 per day
2. Unsatisfied Court Judgments
 

If an **Employee** or their personal representative is awarded damages for **Bodily Injury** in any **Court** situated in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man which is not paid, in whole or in part, after 6 months, **We** will, at **Your** request, pay the amount of the judgment provided that

  - a. the damages are awarded against a company or individual operating from premises in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man
  - b. the **Bodily Injury** was caused during any **Period of Insurance** in the course of employment by **You**
  - c. there is no on-going, planned or outstanding appeal
  - d. the **Employee** or their personal representative shall assign the judgment to **Us**.

What is not covered:

1. **Offshore**

We will not indemnify You against liability arising **Offshore**.

2. Road Traffic Legislation

Any legal liability for **Bodily Injury** in respect of which You are required to arrange insurance or security in accordance with road traffic legislation within the European Union.

3. Any legal liability for

- a. fines or penalties
- b. the costs of appeal against any improvement or prohibition notices
- c. fees for intervention payable under the Health and Safety Fees (Regulations) 2012 compensation ordered or awarded by a **Court** of Criminal Jurisdiction.

## Endorsements

Only applicable if stated in the Schedule.

### 1. Hired in equipment

Cover is extended to include **Hired in Equipment** up to the limit stated in **Your Insurance Schedule**

### 2. Damage or Theft of Your Portfolio

Cover is extended to include Theft or **Damage to Your Portfolio** with a value of up to £2,000. This provides cover for the value of materials and labour required for reproducing, re-laminating and re-printing

### 3. Associates Cover

The insured person named on the **Insurance Schedule** is extended to include any associates, helpers or employees who are connected to **Your** use of the **Photography Equipment**, who are a **United Kingdom** resident

### 4. Mobile Phones and Tablets

**Photography Equipment** is extended to include mobile phones and tablets used in connection with your photography activities. The maximum amount payable under this section is £1,000 per claim and £2,000 in aggregate during any one **Period of Insurance**

## General Conditions

The following conditions apply to the whole of this **Policy**. Any other conditions are shown in the Sections to which they apply.

1. If **You** are a photo journalist **You** must not undertake any work for national or international newspapers or magazines or their websites
2. **You** must not retail photographic goods other than finished photos or photo albums

## General Exclusions

### General Exclusions Applicable to all Sections of this Insurance:

This **Policy** does not provide cover for any **Damage**, theft or any legal liability of whatsoever nature, directly or indirectly caused, contributed to, by or happening through or in the consequence of:

1. Any claims arising outside of the **Territorial Limits** or where the foreign office advises against travel
2. War, invasion, acts of foreign enemies, hostilities (whether or not war has been declared), civil war, rebellion, revolution, insurrection, military or usurped power
3. Ionizing radiation or contamination by radioactivity from any nuclear fuel, or from any nuclear waste from burning nuclear fuel
4. Radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

### General Exclusions Applicable to all Sections of this Insurance other than Section 7 (Employers' Liability):

1. Any claims caused by or in connection with work airside, aerial work (above 10m from ground level, either inside or outside a building), trackside motorsport, underwater, photo journalism undertaking work for national, international newspapers, magazines or their websites or any other potentially hazardous work
2. Any claims arising from **You** processing work for another photographer
3. Any claims arising out of or in connection with mobile phones or tablets including smartphones unless the mobile phone and tablet endorsement has been selected, the additional premium paid and the endorsement is showing on your **Insurance Schedule**
4. Arising out of or in connection with the use of a drone or unmanned aerial vehicles
5. Any act of fraud or dishonesty by **You** or anyone acting on **Your** behalf
6. Arising from any known circumstance of which **You** had become aware prior to the insurance inception and which **You** would at any time prior to the insurance inception have considered may give rise to a claim or claims
7. **Terrorism**
8. Pressure waves from aircraft or other aerial devices travelling at supersonic speeds; or
9. Any loss, injury, damage, illness, death or legal liability arising directly or indirectly from, or consisting of the failure or fear of failure or inability of any **Photography Equipment** or any computer program, whether or not **You** own it, to recognise or to correctly interpret or process any date as its true calendar date, or to continue to function correctly beyond that date.

### Sanction Limitation and Exclusion Clause

**We** shall not provide cover nor shall **We** be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **Us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, **United Kingdom** or United States of America.

### Automatic Reinstatement of the Sum Insured

In the event of damage or partial loss to **Your Photography Equipment** the sum insured will be automatically reinstated from the date of the loss unless **You** have written to **Us** or **We** have written to **You**, to the contrary. In accordance with the automatic reinstatement of the sum insured **You** will undertake to pay the necessary premium as **We** may require for reinstatement from that date.

## Complaints Procedure

### Our commitment to customer service

We are committed to going the extra mile for Our customers. If You believe that We have not delivered the service You expected, We want to hear from You so that We can try to put things right. We take all complaints seriously and following the steps below will help Us understand Your concerns and give You a fair response.

### HOW TO COMPLAIN

- Please quote Your policy number and claim reference (if applicable) in all correspondence so that Your concerns may be dealt with speedily.
- If You are unhappy with any element of the cover we provide or any aspect of Our service or have a cause for complaint, please, in the first instance, contact Ripe Insurance for Photography.
- If You are still unhappy after Ripe Insurance for Photography has reviewed, then contact:

Subject	Contact
A claim	<p>Please contact Davies Group Customer Relations:</p> <ul style="list-style-type: none"> <li>• Post – Davies Managed Systems Limited, PO BOX 2801, Hanley, Stoke on Trent, ST4 5DN</li> <li>• Phone – 01782 339128</li> </ul> <p>Details of the Davies Group internal complaint-handling procedures are available on request.</p>
All other matters	<p>Please contact the Managing Director at Accelerate Underwriting Ltd:</p> <ul style="list-style-type: none"> <li>• Post - 3rd Floor, 153 Fenchurch Street, London, EC3M 6BB</li> <li>• Email - complaints@accelerate-underwriting.com</li> </ul> <p>Details of the Accelerate internal complaint-handling procedures are available on request.</p>

Alternatively, You can ask Ripe Insurance for Photography to refer the matter on for You.

### COMPLAINTS PROCESS

#### We will:

- Acknowledge all complaints promptly
- Investigate quickly and thoroughly
- Keep You informed of progress
- Do everything possible to resolve Your complaint
- Use the information from Your complaint to proactively improve Our service in the future.

Once Your complaint is reviewed, a final decision will be issued in writing within 8 weeks of the date Your complaint is received.

### IF YOU ARE STILL NOT HAPPY

If You are still unhappy after Our review, or You have not received a written offer of resolution within 8 weeks of the date We received Your complaint, You may be eligible to refer Your case to the Financial Ombudsman Service (FOS). The FOS is an independent body that arbitrates on complaints. They can be contacted at:

- Post: Financial Ombudsman Service, Exchange Tower, Harbour, Exchange Square, London E14 9SR
- Telephone: 0800 0234567 (for landline users) or 0300 1239123 (for mobile users)
- Email: complaint.info@financial-ombudsman.org.uk
- Website: www.financial-ombudsman.org.uk

You have the right to refer Your complaint to the Financial Ombudsman, free of charge, but You must do so within six months from the date of the final response letter. If You do not refer Your complaint in time, the Ombudsman will not have our permission to consider Your complaint

and so will only be able to do so in very limited circumstances. This does not affect **Your** right to take legal action, however, the FOS will not adjudicate on any case where litigation has commenced.

### Your Rights

**Your** rights as a customer to take legal action remain unaffected by the existence or use of any complaint procedures referred to above. However, the Financial Ombudsman Service will not adjudicate on any cases where litigation has commenced.

### THE FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)

**We** are covered by the FSCS. If **We** are unable to meet **Our** financial obligations **You** may be entitled to Compensation from the scheme, depending on the type of insurance and the circumstances of the Claim.

For this type of insurance 90% of **Your** Claim is covered, without any upper limit. Further information about Compensation scheme arrangements is available at [www.fscs.org.uk](http://www.fscs.org.uk), and on 020 7741 4100, or 0800 678 1100.

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Calls may be monitored and recorded for quality assurance purposes.



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