



a fresh approach to insurance



# Photography Insurance

Insurance Booklet



Ripe Insurance Services Ltd is Authorised and Regulated by the Financial Conduct Authority No. 313411.

Underwritten by  AVIVA Insurance Limited



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## Important Features

Thank you for choosing Ripe.

Ripe Insurance Services Limited is authorised and regulated by the Financial Conduct Authority.

We have tried to make this document easy to read. However, we have still had to use some words that have a special meaning these are listed and explained in 'definitions'. From now on wherever a word with a definition is used it will be printed in **bold** type.

### NAME OF THE UNDERWRITER

Aviva Insurance Limited (Registered in Scotland No. SC002116. Registered office: Pitheavlis, Perth, PH2 0NH. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Firm Reference Number 202153.

**You** may check this information and obtain further information about how the Financial Conduct Authority protects **You** by visiting their website [www.fca.org.uk](http://www.fca.org.uk).

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

- This document provides details of **Your Policy** and the terms and conditions that apply. The **Policy** is a legal contract between **You** and **Us**. The insurance booklet, **Insurance Schedule** statement of fact and any notice to policy holders provided to **You** at renewal 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 the following parts:

Insurance Booklet	Insurance Schedule
<ul style="list-style-type: none"> <li>• What is covered and what isn't in conjunction with the <b>Insurance Schedule</b></li> <li>• How to make a claim and how <b>We</b> will settle that claim</li> <li>• <b>Our</b> obligations to <b>You</b></li> <li>• The terms and conditions <b>You</b> must comply with</li> </ul>	<ul style="list-style-type: none"> <li>• The sections of the <b>Policy</b> that apply to you 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> including any <b>Endorsements</b></li> <li>• <b>Your Policy</b> number</li> </ul>
Statement of Fact	Notice to Policy Holders
<ul style="list-style-type: none"> <li>• The information <b>You</b> have provided, on which the <b>Policy</b> is based</li> <li>• Any declarations which <b>You</b> have agreed to</li> </ul>	<ul style="list-style-type: none"> <li>• Provides information about any changes to <b>Your</b> renewal terms and policy cover</li> </ul>

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

- 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** receipt/invoice 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 or increase the premium.



## Claims

### OUR CLAIMS DEPARTMENT

In the event **You** need to make a claim, **Our** claims service is provided by Davies Group who are **Our** nominated claims handlers.

### HOW TO MAKE A CLAIM

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

1. Notify Davies Group as follows:  
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

### 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 or **Your Policy** might be invalid.

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. **We** will be entitled, at **Our** cost, but in **Your** name, to:
  - a. Take legal proceedings for **Our** own benefit in respect of the cost of the claim, damages or otherwise; or
  - b. Take over and conduct the defence or settlement of any claim
4. No admission, offer, promise, payment, or indemnity shall be made or given by **You** or on **Your** behalf without **Our** written consent
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.
8. If **You** are abroad at the time of an incident leading to a claim, **We** will not replace any **Photography Equipment** until **You** return to the **United Kingdom**
9. 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 and/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



## Important Information

### CUSTOMERS WITH DISABILITIES

This **Policy** and other associated documentation are also available in large print. If **You** require this or any additional support please contact Ripe.

### CONDITIONS

**Your Policy** describes certain things which you are required to do to make sure that **You** are protected and that **Your Policy** cover operates fully. For example, **You** must:

- Tell **Us** about changes which could affect **Your Policy**
- Make sure that **Your** sums insured are high enough to cover the **Photography Equipment** to be insured
- Take reasonable care of **Your** property

### EXCLUSIONS

Exclusions will apply to each section and general exclusions 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

### STATEMENT OF DEMANDS AND NEEDS

This policy meets the demands and needs of a photographer who requires insurances for:

- Theft or **Accidental Damage** to **Photography Equipment** and/or
- Additional Hire Costs and/or
- Public Liability as a result of **Your** ownership or use of **Photography Equipment** and/or
- Professional Indemnity and/or
- Employers' Liability as shown in this **Insurance Booklet**.

### REASONABLE CARE

It is **Your** responsibility to look after and regularly maintain your **Photography Equipment**. **Your Policy** is intended to cover **You** against unforeseen events like **Accidental Damage** or theft. It does not cover wear and tear or damage which happens gradually over a period of time.

### YOUR DUTY TO PREVENT LOSS OR DAMAGE

**You** and any other person this insurance applies to must take all reasonable precautions to prevent accidents, theft or damage. **You** must keep property that is insured under **Your Policy** in good condition.

### 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 as soon as possible. Failure to advise **Us** of a change allows the insurer to cancel the **Policy**, sometimes back to its start date and to keep any premiums paid.

### KEEPING US INFORMED

This **Policy** is based on the information **You** have given **Us** about **You**.

**You** must tell **Us** immediately about changes to the details **You** provided for example::

- Any changes to the levels of cover **You** require
- Any changes to **Your** contact information
- Any criminal convictions or if **You** have had any other insurance declined, cancelled or had special terms imposed



If **You** fail to disclose all relevant information or make a misrepresentation, **We** may:

- Cancel **Your** policy and refuse to pay any claim, or
- **We** may not pay the claim in full, or
- **We** may revise the premium and/or change any **Excess**, or
- The extent of cover may be affected.

## YOUR RIGHT TO CANCEL

If **You** are not happy with it and choose to cancel **Your** policy within the first 14 days of the purchase or renewal of the policy or the day on which **You** receive **Your** policy documentation, whichever is the later, **You** will be entitled to a full refund of **Your** policy insurance premium including any insurance premium tax and policy fees paid, If **You** don't exercise **Your** right to cancel **Your** policy, it will continue in force and **You** will be required to pay the premium.

**You** may cancel after the 14 days have expired. **You** may be entitled to a refund of the premium paid subject to a proportionate deduction for the time on cover. There will also be no return of premium where the premium refund due is less than £10. **You** must send a signed letter of cancellation via post or send an email. Where a claim has occurred within the period of insurance no refund of premium will be paid. In addition, a cancellation charge will be made by Ripe as outlined in their Terms of Business. If **You** wish to cancel **Your** policy please contact Ripe.

## OUR RIGHT TO CANCEL

**We** may at any time cancel any insurance policy by sending at least 14 days notice to **You** at **Your** last known email and/or postal address setting out the reasons for cancellation. 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 Schedule**, unless the reason for cancellation is fraud and/or **We** are legally entitled to keep the premium.

Where a claim or an incident which **You** are aware of and is likely to give rise to a claim has occurred within the period of insurance no refund of premium will be paid.

In addition, a cancellation charge will be made by Ripe as outlined in their Terms of Business

Valid reasons include but are not limited to:

- Non-payment of premium. If payment is not paid when due **We** will write to **You** requesting payment by a specific date. If **We** receive payment by the date set out in the letter **We** will take no further action. If **We** do not receive payment by this date **We** will cancel the insurance from the cancellation date shown on the letter.
- Where **We** reasonably suspect fraud
- Where **You** fail to co-operate with **Us** or provide **Us** with information or documentation **We** reasonably require, and this affects **Our** ability to process a claim or defend **Our** interests. See the 'Claims' section in this policy booklet
- Where **You** have not taken reasonable care to provide complete and accurate answers to the questions **We** ask. See the 'Keeping Us Informed' section of this policy booklet.

If **We** cancel the policy **You** will be entitled to a refund of the premium paid in respect of the cancelled cover, less a proportionate deduction for the time **We** have provided such cover, unless the reason for cancellation is fraud and/or **We** are legally entitled to keep the premium.

## GOVERNING LAW

Unless some other law is agreed in writing, this **Policy** is governed by the law applying to the part of the United Kingdom, Channel Islands or the Isle of Man in which **You** normally live. If this is not applicable the law of England and Wales will apply.

## EMPLOYERS' LIABILITY TRACING OFFICE

Certain information relating to **Your** insurance **Policy** including, without limitation, the policy number(s), employer's names and addresses (including subsidiaries and any relevant changes of name), coverage dates, employer's reference numbers provided by His Majesty's Revenue and Customs and Companies House Reference Numbers (if relevant), will be provided to the Employers' Liability Tracing Office, (the "ELTO") and added to an electronic database, (the "Database").

This information will be made available in a specified and readily accessible form as required by the Employers' Liability Insurance: Disclosure By Insurers Instrument 2011. This information will be subject to regular periodic updating and certification and will be audited on an annual basis.

The Database will assist individual consumer claimants who have suffered an employment related injury or disease arising out of their course of employment in the UK for employers carrying on, or who carried on, business in the UK and who are covered by the employers' liability insurance of their employers' (claimants) to:

- a. Identify which insurer (or insurers) provided employers' liability cover during the claimants' relevant periods of employment; and
- b. To identify the relevant employers' liability insurance policies.



## FRAUD PREVENTION AND DETECTION

In order to prevent and detect fraud **We** may at any time:

1. Share information about **You** with other organisations and public bodies including the police;
2. Check and/or file **Your** details with fraud prevention agencies and databases, and if **You** give false or inaccurate information and **We** suspect fraud, **We** will record this. **We** can supply on request further details of the databases **We** access or contribute to. If **You** require further details please contact **Us** at:

Policy Investigation Unit, Aviva,  
PO Box 3596  
Surrey Street  
Norwich  
NR1 3EB

Telephone: 0800 068 3254

Email: consumerfraud\_IB@aviva.com

## DATA PROTECTION

Please note that any information provided to **Us** will be processed by **Us** and **Our** agents in compliance with the provisions of data protection legislation (including the General Data Protection Regulation from the 25th May 2018), for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties. Under the General Data Protection Regulation **You** have a right of access to see personal information about **You** that is held in **Our** records, whether electronically or manually. **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. If this happens, **We** will ensure that anyone to whom **We** pass **Your** information agrees to treat **Your** information with the same level of protection as if **We** were dealing with it. **We** and other organisations may also search these agencies and databases to:

1. Help make decisions about the provision and administration of insurance and related services for **You**
2. Trace debtors or beneficiaries, recover debt, prevent fraud and to manage **Your** accounts or insurance policies; and
3. Check **Your** identity to prevent money laundering, unless **You** provide other satisfactory proof of identity.

## TELEPHONE CHARGES

Calls are charged at national call rates (charges may vary dependent on Your network provider) and are usually included in inclusive minute plans from landlines and mobiles. For **Our** joint protection telephone calls may be recorded and/or monitored

## 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.

## USE OF LANGUAGE

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be in English.

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

If the insurance does not meet **Your** requirements please cancel 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**.



## 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

### Accidental Damage

Damage caused suddenly and unexpectedly by an outside force.

### Bodily Injury

Injury to the body caused by accidental and/or violent means.

### Court

A court or other competent authority

### 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**

### Event(s)

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

### 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**

### 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 theft or damage.

### Insurance Schedule

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

### 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, concrete, asbestos or metal roof with no more than 25% other materials
2. A privately accessed brick, stone or concrete outbuilding or garage with a slate, tiled, concrete, asbestos or metal roof with no more than 25% other materials 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 concrete, asbestos or metal roof with no more than 25% other materials
4. A self-contained lockable private room within a shared house or halls of residence

### 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 shown 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



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### 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

### United Kingdom Resident

Means resident in the United Kingdom for a minimum of 6 months in a 12-month period

### 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

Aviva Insurance Limited

### 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:

Where this cover has been selected and is shown in **Your Insurance Schedule**, **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 or where **You** were not travelling with the **Photography Equipment**. 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 from the **Insured Location** if **Unoccupied**
14. Matching parts, sets of collections that were not also stolen
15. Unexplained theft
16. 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)
17. Theft of **Your Portfolio**
18. Theft of any mobile phones or tablet computers unless the appropriate endorsement is operative in **Your Insurance Schedule**
19. Theft by a person to whom the **Photography Equipment** was entrusted



## 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 – Accidental Damage To Photography Equipment

### WHAT IS COVERED:

Where this cover has been selected and is shown in **Your Insurance Schedule**, **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 **Accidental 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 **Accidental 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. **Accidental Damage** where the equipment was not used in accordance with the manufacturers guidelines or instructions
4. **Accidental Damage** whilst in a vehicle unless the **Photography Equipment** is securely kept in a purposely designed equipment case
5. **Accidental Damage** whilst the **Photography Equipment** is kept in a wooden shed or any wooden building
6. **Accidental Damage** of **Photography Equipment** away from the **Insured Location** unless this cover is shown
7. **Accidental Damage** to **Photography Equipment** in transit which has not been reported to the carrier and a written report obtained or where **You** were not travelling with the **Photography Equipment**. In the case of an airline a Property Irregularity Report will be required and the **Photography Equipment** must be kept securely in a purposely designed equipment case
8. **Accidental Damage** when the **Photography Equipment** is hired out or loaned by **You**, unless **You** are in attendance
9. **Accidental Damage** to **Photography Equipment** outside of the **United Kingdom** unless European or Worldwide option is shown on **Your Insurance Schedule**
10. **Accidental 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. **Accidental Damage** or unexplained or malicious damage caused when the **Photography Equipment** was left Unattended
13. **Accidental 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. **Accidental 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. **Accidental Damage** caused by water or chemicals during any cleaning, maintenance or the **Photography Equipment** being taken apart
19. **Accidental Damage** caused by liquids or liquid ingress
20. **Accidental 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. **Accidental 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:

Where this cover has been selected and is shown in **Your Insurance Schedule**, **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
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**.



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## Section 4 – Additional Hire Costs

### WHAT IS COVERED:

Where this cover has been selected and is shown in **Your Insurance Schedule**, in the event of theft or **Accidental 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 claim where there is not a valid claim under section(s) 1, 2 or 3 for theft or **Accidental Damage** to **Photography Equipment**
2. Any claim for **Photography Equipment** hire where **Proof of Hire** cannot be provided
3. Any hire costs which exceed a normal charge from a recognised supplier of hired **Photography Equipment**.



## Section 5 – Public Liability

### WHAT IS COVERED:

Where this cover has been selected and is shown in **Your Insurance Schedule**, **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. Any liability arising from a contract or agreement unless **You** would have been liable in the absence of such contract or agreement
7. Punitive, exemplary or aggravated damages, fine or penalties
8. 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
9. Liability arising from the sale or supply of goods by or on **Your** behalf
10. Liability as a result of **Your** insolvency, bankruptcy or liquidation
11. Liability arising out of the ownership or use of land or buildings, animals, firearms or weapons
12. Liability arising out of the ownership, possession or use of vehicles, aircraft including drones or watercraft
13. Liability arising from **Your** trade or profession unless that trade or profession is a photographer or assisting in filming or photography
14. Any liability not involving the use of **Photography Equipment**
15. **Bodily Injury** or property damage occurring outside of the **Territorial Limits** specified in the **Insurance Schedule**
16. 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
17. 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. Where this cover has been selected and is shown in **Your Insurance Schedule**, **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. Liability to a member of **Your** immediate family (spouse, children, parents, siblings and their families)
3. 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
4. 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**
5. Claims arising from the conduct of any business not conducted for the benefit of or on behalf of **You**
6. Claims as a result of **Your** insolvency, bankruptcy or liquidation as the case may be
7. Claims arising from the sale or supply of goods by or on behalf of **You**
8. Claims arising from the digital manipulation or graphic design for third parties
9. Any willful, malicious or unlawful act
10. Liability to pay
  - a. Liquidated, punitive, exemplary or aggravated damages
  - b. Any fines and/or penalties imposed by law
  - c. Any trading debts
11. 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
12. Liability arising from any breach of copyright
13. Claims to any of **Your** employees or immediate family (spouse, children, parents, siblings and their families)
14. Liability arising out of the use, ownership, possession of land or buildings, animals, firearms or weapons
15. 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**
16. Any form of performance, surety, credit or financial guarantee
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



## Section 7 – Employers’ Liability

### WHAT IS COVERED:

Where this cover has been selected and is shown in **Your Insurance Schedule**, 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**.



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## 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.



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## Endorsements

**Endorsements** are only applicable where they are show on **Your Insurance Schedule** in **Your** policy documents

### 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 **Accidental 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. **You** must exercise reasonable care to prevent **Accident**, injury, theft or damage and at all times act as if uninsured.
2. **You** must take reasonable steps to maintain any property and/or **Photography Equipment** in a good state of repair
3. If **You** are a photo journalist **You** must not undertake any work for national or international newspapers or magazines or their websites
4. **You** must not retail photographic goods other than finished photos or photo albums
5. **You** must exercise reasonable care to prevent **Accident**, injury, theft or damage and at all times act as if uninsured
6. **You** shall reimburse to **Us** any expenses not covered by this insurance, which are incurred by **Us** on **Your** behalf
7. If **You** or any person acting on **Your** behalf shall make any claim or statement knowing the same to be false or fraudulent as regards the amount or otherwise, then this insurance shall become void and all claims hereunder shall be forfeited
8. If there is any other insurance covering the same claim, or would have covered the claim but for the existence of this policy, **We** will not make any payment under Public Liability until all cover under that other insurance is exhausted. For all other claims **We** will not pay more than our share of the claim, even if the other insurer refuses the claim

### Important note

This condition will not have the effect of leaving **You** without cover for any claim and operates where there is any other insurance covering the same claim (or would have in the absence of this policy) and determines how those insurance policies apply.



## General Exclusions

The following exclusions apply to the whole of this **Policy**. Any other exclusions are shown in the Sections to which they apply. This **Policy** does not provide cover for any accidental **Damage**, loss or theft or any legal liability of whatsoever nature, directly or indirectly caused, contributed to, by or happening through or in the consequence of:

1. Anything which occurred before the **Period of Insurance**
2. Any claims arising outside of the **Territorial Limits** or where the foreign office advises against travel
3. 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
4. Any claims arising from **You** processing work for another photographer
5. Arising out of or in connection with the use of a drone or unmanned aerial vehicles
6. Any act of fraud or dishonesty by **You** or anyone acting on **Your** behalf
7. 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
8. Pressure waves from aircraft or other aerial devices travelling at supersonic speeds;
9. Any claim:
  - a. deliberately caused by; or
  - b. arising from a criminal act caused by;**You** or any other person living with **You**.

### 10. War

Any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event

- a.
  - i. war, invasion, act of a foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power
  - ii. mutiny or military uprising, martial law
- b. nationalisation, confiscation, requisition, seizure, damage or destruction by or by order of any government or any local or public authority, and
- c. any action taken in controlling, preventing, suppressing or in any way relating to (10) (a) and/or (10) (b) above

However,

- (1) exception (10) (a) (ii) shall only apply in respect of the Property Damage, when insured by this policy
- (2) exceptions (10) (a) (b) and (c) do not apply to the Employers' Liability Section, when insured by this policy
- (3) exception (10) (b) does not apply to the Public and Products Liability Section or the Professional Indemnity Sections when insured by this policy

### 11. Terrorism

Applicable to Property Damage Section only

Any **Damage** to the **Property Insured** resulting directly or indirectly from or in connection with any of the following regardless of any other cause or event contributing concurrently or other sequence to the loss

- a. Terrorism
- b. civil commotion in Northern Ireland
- c. any action taken in controlling, preventing, suppressing, or in any way relating to (a) and/or (b) above.

Terrorism means

- a. in respect of damage occurring in England, Wales and Scotland only but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 nor the Isle of Man or the Channel Islands 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 HM Government in the United Kingdom or any other government de jure or de facto
- b. in respect of damage occurring in any territory not specified in (a) above any act or acts including but not limited to the use or threat of force and/or violence, and/or harm or damage to life or to property or the threat of such harm or damage including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means caused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political, religious, ideological or similar purposes.

In any action, suit or other proceedings where **We** allege that any **Damage** results from Terrorism as defined above and is therefore not covered by this Section, the burden of proving that any such **Damage** is covered under this Section will be upon **You**

12. Death or disablement, loss or destruction of or damage to any **Photography Equipment**, any loss or expense whatsoever, any consequential loss or legal liability directly or indirectly cause by or contributed to by or arising from
  - a.
    - i. ionising radiations or contamination by radioactivity from nuclear fuel or from nuclear waste from the combustion of nuclear fuel
    - ii. the radioactive, toxic, explosive or other hazardous or contaminating property of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof



- b. The use of any weapon or device
  - i. dispersing radioactive material and/or ionising radiation, or
  - ii. using radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter but this will not apply in respect of radioactive isotopes at the **Premises** (other than nuclear fuel or nuclear waste) used in the course of the **Business** for the purpose they were intended.

However,

- a. Exception (12) (b) does not apply to the Employers' Liability, Public and Products Liability and Professional Indemnity Sections when insured by this **Policy**
  - b. In relation to the Employers' Liability Section, exception (10) (a) only applies when **You** under a contract or agreement have undertaken to
    - (a) indemnify another party, or
    - (b) assume the liability of another party.
13. An outbreak of any disease which is classified by the World Health Organisation as a Pandemic
14. Any claim resulting from **Your**:
- a. suicide, attempted suicide, or deliberate self-inflicted injury
  - b. reckless and deliberate exposure to known danger (except in an attempt to save life),
  - c. consumption of drugs (other than drugs taken under medical supervision and not for treating alcohol addiction)
  - d. consumption of alcohol to an extent that You suffer mental or physical impairment, which is the principal cause of the claim, or results in **You** doing something uncharacteristically reckless or dangerous.

#### 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.



# 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 contact:

Subject	Contact
A claim	Please contact Davies Group Customer Relations: <ul style="list-style-type: none"> <li>• Email - <a href="mailto:customer.care@davies-group.com">customer.care@davies-group.com</a></li> <li>• Post – Davies Managed Systems Limited, PO BOX 2801, Hanley, Stoke on Trent, ST4 5DN</li> <li>• Phone – 01782 339128</li> </ul> Details of the Davies Group internal complaint-handling procedures are available on request.
All other matters	Please contact Ripe Insurance: <ul style="list-style-type: none"> <li>• Email – <a href="mailto:complaints@ripeinsurance.co.uk">complaints@ripeinsurance.co.uk</a></li> <li>• Post – Ripe Insurance, The Royals 353 Altrincham Road, Manchester, M22 4BJ</li> <li>• Phone – 0344 274 3721</li> </ul>

## 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 (Calls from UK landlines and mobiles are free) or 0300 1239123 (for mobile users)
- Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)
- Website: [www.financial-ombudsman.org.uk](http://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.

## 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.





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## THANK YOU FOR YOUR FEEDBACK

We value your feedback and at the heart of our brand we remain dedicated to treating our customers as individuals and giving them the best possible service at all times. If we have fallen short of this promise, we apologise and aim to do everything possible to put things right.

## 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).



## Data Protection – Privacy Notice

The below information is how **We** deal with **Your** data protection as **Your** insurer. For further information on how **Your** broker handles **Your** data please refer the terms of business and privacy policy issued by them.

### PERSONAL INFORMATION

**We** collect and use personal information about **You** so that **We** can provide **You** with a policy that suits **Your** insurance needs. This notice explains the most important aspects of how **We** use **Your** information but **You** can get more information about the terms **We** use and view **Our** full privacy policy at [www.aviva.co.uk/privacypolicy](http://www.aviva.co.uk/privacypolicy) or request a copy in writing to us at Aviva, Freepost, Mailing Exclusion Team, Unit 5, Wanlip Road Ind Est, Syston, Leicester, LE7 1PD.

**We** are the data controller responsible for this personal information as the insurer of the product. Additional controllers include your broker who are responsible for the sale and distribution of the product, and any applicable insurers, reinsurers or brokers we use.

### PERSONAL INFORMATION WE COLLECT AND HOW WE USE IT

**We** will use personal information collected from **You** and obtained from other sources:

- to provide **You** with insurance: **We** need this to decide if **We** can offer insurance to **You** and if so on what terms and also to administer **Your** policy, handle any claims and manage any renewal.
- to support legitimate interests that **We** have as a business. **We** need this to:
- manage arrangements **We** have with **Our** insurers, reinsurers and brokers **We** use, and for the detection and prevention of fraud,
- help **Us** better understand **Our** customers and improve **Our** customer engagement. This includes profiling and customer analytics which allows **Us** to make certain predictions and assumptions about **Your** interests, make correlations about **Our** customers to improve **Our** products and to suggest other products which may be relevant or of interest to customers,
- to meet any applicable legal or regulatory obligations: **We** need this to meet compliance requirements with **Our** regulators (e.g. Financial Conduct Authority), to comply with law enforcement and to manage legal claims, and
- to carry out other activities that are in the public interest: for example **We** may need to use personal information to carry out anti-money laundering checks.

The personal information **We** collect and use will include name, address, date of birth and financial information. If a claim is made **We** will also collect personal information about the claim from **You** and any relevant third parties. **We** may also need to ask for details relating to the health or any unspent offences or criminal convictions of **You**. **We** recognise that information about health and offences or criminal convictions is particularly sensitive information. **We** will ensure that **We** only use that information where **We** need to for **Our** insurance purposes (including assessing the terms of **Your** insurance contract, dealing with changes to **Your** policy and/or dealing with claims.

There may be times when **We** need consent to use personal information for a specific reason. If this happens **We** will make this clear to **You** at the time. If **You** give **Us** consent to using personal information, **You** are free to withdraw this at any time by contacting **Us** – refer to the “Contacting **Us**” details below. Please note that if consent to use this information is withdrawn **We** will not be able to continue to process the information **You** gave **Us** for this/these purposes(s). This would not affect **Our** use of the information where consent is not required.

Of course, **You** don't have to provide **Us** with any personal information, but if **You** don't provide the information **We** need **We** may not be able to proceed with **Your** application or any claim **You** make.

Some of the information **We** use as part of this application may be provided to **Us** by a third party. This may include information already held about **You** within the Aviva group, including details from previous quotes and claims, information **We** obtain from publicly available records, **Our** trusted third parties and from industry databases, including fraud prevention agencies and databases.

### CREDIT REFERENCE AGENCY SEARCHES

To ensure the **We** have the necessary facts to assess **Your** insurance risk, verify **Your** identity, help prevent fraud and provide **You** with **Our** best premium and payment options, **We** may need to obtain information relating to **You** at quotation, renewal and in certain circumstances where policy amendments are requested. **We** or **Our** agents may undertake checks against publicly available information (such as electoral roll, county court judgments, bankruptcy orders or repossession(s)). Similar checks may be made when assessing claims.

The identity of **Our** Credit Reference Agency and the ways in which they use and share personal information, are explained in more detail at [www.transunion.co.uk/crain](http://www.transunion.co.uk/crain).

### AUTOMATED DECISION MAKING

**We** carry out automated decision making to decide whether **We** can provide insurance to **You** and on what terms. In particular, **We** use an automated underwriting engine to process the personal information **You** provide as part of this application process. This will include **Your** age and the level of cover **You** choose. **We** do this to calculate the insurance risk and how much the cover will cost **You**. Without this information **We** are unable to provide a price that is relevant to **Your** individual circumstances and needs. **We** regularly check the way **Our** underwriting engine works to ensure **We** are being fair to **Our** customers. After the automatic decision has been made, **You** have the right to speak to someone from Aviva who may review the decision and provide a more detailed explanation. If **You** wish to invoke this right please contact **Us** at [dataprt@aviva.com](mailto:dataprt@aviva.com).



## HOW WE SHARE YOUR PERSONAL INFORMATION WITH OTHERS

We may share Your personal information:

- with the Aviva group, Our agents and third parties who provide services to Us, and Your intermediary and other insurers (either directly or via those acting for the insurer such as loss adjusters or investigators) to help Us administer Our products and services,
- with regulatory bodies and law enforcement bodies, including the police, e.g. if We are required to do so to comply with a relevant legal or regulatory obligation,
- with other organisations including insurers, public bodies and the police (either directly or using shared databases) for fraud prevention and detection purposes,
- with reinsurers who provide reinsurance services to Aviva and for each other in respect of risks underwritten by Aviva, with insurers who cover Aviva under its group insurance policies and with Our brokers who arrange and manage such reinsurance and insurance arrangements. They will use Your data to decide whether to provide reinsurance and insurance cover, arrange and manage such cover, assess and deal with reinsurance and insurance claims under such cover and to meet legal obligations. They will keep Your data for the period necessary for these purposes and may need to disclose it to other companies within their group, their agents and third party service providers, law enforcement and regulatory bodies.

Some of the organisations We share information with may be located outside of the European Economic Area (“EEA”). We will always take steps to ensure that any transfer of information outside of Europe is carefully managed to protect Your privacy rights. For more information on this please see Our Privacy Policy or contact Us.

## HOW LONG WE KEEP YOUR PERSONAL INFORMATION FOR

We maintain a retention policy to ensure We only keep personal information for as long as We reasonably need it for the purposes explained in this notice. We need to keep information for the period necessary to administer Your insurance and deal with claims and queries on Your policy. We may also need to keep information after Our relationship with You has ended, for example to ensure We have an accurate record in the event of any complaints or challenges, carry out relevant fraud checks, or where We are required to do so for legal, regulatory or tax purposes.

## YOUR RIGHTS

You have various rights in relation to Your personal information, including the right to request access to Your personal information, correct any mistakes on Our records, erase or restrict records where they are no longer required, object to use of personal information based on legitimate business interests, including profiling and marketing, ask not to be subject to automated decision making if the decision produces legal or other significant effects on You, and data portability. For more details in relation to Your rights, including how to exercise them, please see Our full privacy policy or contact Us – refer to the “Contacting Us” details below.

## CONTACTING US

If You have any questions about how We use personal information, or if You want to exercise Your rights stated above, please contact Our Data Protection team by either emailing them at [dataprt@aviva.com](mailto:dataprt@aviva.com) or writing to the Data Protection Officer, Level 5, Pitheavlis, Perth PH2 0NH.

If You have a complaint or concern about how We use Your personal information, please contact Us in the first instance and We will attempt to resolve the issue as soon as possible. You also have the right to lodge a complaint with the Information Commissioners Office at any time.



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