



Insurance Booklet



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Thank you for choosing Ripe Insurance for Photography.

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.

Important Features

NAME OF THE UNDERWRITER

Aviva Insurance Limited (Registered in Scotland No. 2116. 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.

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

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

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:
 - a. As soon as reasonably possible but within 30 days of the date of the incident being discovered
 - 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. **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**

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. 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
3. 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**
 - c. 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 2012

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 reasonably possible, but no later than 14 days. 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.

STATEMENT OF DEMANDS AND NEEDS

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

- Photography Equipment and/or
- Additional Hire Costs and/or
- Public Liability and/or
- Professional Indemnity and/or
- Employers' Liability

as detailed in this Insurance Booklet.

KEEPING US INFORMED

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

You must tell **Us** immediately about the following changes:

- 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, on condition that no claims have been made or are pending. **You** must send a signed letter of cancellation via post or send an email. If **You** have spoken to **Us** to arrange **Your** policy, **We** may deduct an administration fee of up to £10 but this charge will not be made if **You** have arranged **Your** policy online without speaking to **Us**.

If any gifts or promotional vouchers have been provided with **Your** policy, a refund will only be completed if these are returned with a signed letter of cancellation. If printable vouchers have been provided these must have not been redeemed. This does not affect **Your** statutory rights.

You may cancel after the 14 days have expired. **We** may provide **You** with a refund of premium less the administration cancellation fee of up to £30.00. 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.

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.

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 under the Consumer Insurance (Disclosure and Representations) Act 2012.

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.

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,
Cruan Business Centre,
Westerhill Business Park,
123 Westerhill Road,
Bishopbriggs,
Glasgow,
G64 2QR
Telephone 0345 300 0597.
Email: PIUUKDI@AVIVA.COM

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
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.

CUSTOMERS WITH DISABILITIES

This policy and other associated documentation are also available in large print. If **You** require this please contact Ripe Insurance for Photography.

USE OF LANGUAGE

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

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 consent

provided 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

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

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. 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:

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 **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:

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
 - 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:

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

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. 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. Any liability not involving the use of **Photography Equipment**
16. **Bodily Injury** or property damage occurring outside of the **Territorial Limits** specified in the **Insurance Schedule**
17. 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
18. 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. Economic or pecuniary loss where no personal injury or damage to tangible property occurs;
18. 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;
19. Property damage to any property belonging to **You** or is in **Your** custody, care or control
20. Liability where **You** are entitled to indemnity from another more specific source
21. Liability not involving the use of **Photography Equipment**
22. 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**.

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
3. **You** must exercise reasonable care to prevent **Accident**, injury, loss or damage and at all times act as if uninsured
4. The due observance and fulfilment of all terms and conditions of this insurance by **You**, or anyone acting on **Your** behalf insofar as they relate to anything to be done or complied with by **You** or anyone acting on **Your** behalf shall be a condition precedent to **Our** liability to make any payment under this insurance
5. **You** shall reimburse to **Us** any expenses not covered by this insurance, which are incurred by **Us** on **Your** behalf
6. 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
7. 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

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. 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 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:
war, invasion, act of foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, mutiny, rebellion, revolution, military rising, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power.
4. Ionizing radiation or contamination by radioactivity from any nuclear fuel, or from any nuclear waste from burning nuclear fuel
5. 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. Any consequence whatsoever which is directly or indirectly caused by nuclear and/or chemical and/or biological and/or radiological means, or anything connected with those means, and which is the direct or indirect result of Terrorism, or anything connected with Terrorism, whether or not such consequence has been contributed to by any other cause or event.
Terrorism is defined as any act or acts including, but not limited to:
 - a. the use or threat of force and/or violence and/or
 - b. 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 in whole or in part for political, religious, ideological or similar purposes including, but not limited to, the intention to influence any government and/or to put the public or any section of the public in fear, or is claimed to be caused or occasioned in whole or in part for such purposes.
8. Pressure waves from aircraft or other aerial devices travelling at supersonic speeds; or
9. Suicide or attempted suicide, intentional self-injury or deliberate exposure to unusual danger (except in an attempt to save life), **You** being under the influence of alcohol or drugs, or suffering from mental sickness, nervous anxiety, depression, emotional disorders or stress related conditions or complaints (even if the mental sickness, nervous anxiety, depression or stress related conditions or complaints arose out of a physical Accident or Bodily Injury)
10. Any loss or damage:
 - a. deliberately caused by; or
 - b. arising from a criminal act caused by;
You or any other person living with **You**.

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

OUR PROMISE TO YOU

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 have taken a product out with Us online or by telephone, You can also use the European Commission's Online Dispute Resolution (<http://ec.europa.eu/odr>) service to make a complaint. The purpose of this platform is to identify a suitable Alternative Dispute Resolution (ADR) provider and We expect that this will be the Financial Ombudsman Service. Please be aware that the Financial Ombudsman Service will only be able to consider Your complaint after We have had the opportunity to consider and resolve it.

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, and on 020 7741 4100, or 0800 678 1100.

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

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 reinsurers.

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.callcredit.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.

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 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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