



a fresh approach to insurance



# Photography Insurance

Insurance Booklet





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## Important Features

Thank you for choosing Ripe.

Ripe Insurance Services Limited is permitted to deal as an agent for the insurer and are 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 INSURER

This **Policy** is underwritten by Hiscox Underwriting Ltd (Registered in England and Wales number 02372789. Registered address: 22 Bishopsgate, London, EC2N 4BQ) on behalf of Hiscox Insurance Company Limited (Registered in England and Wales number 00070234. Registered address: 22 Bishopsgate, London, EC2N 4BQ). Hiscox Underwriting Ltd is authorised and regulated by the Financial Conduct Authority (registration number 308922). Hiscox Insurance Company Limited is Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (registration number 113849) and the Prudential Regulation Authority.

You can check this information on the Financial Conduct Authority register by visiting the FCA's website [register.fca.org.uk/](http://register.fca.org.uk/) or by contacting the Financial Conduct Authority on 0800 111 6768. Information relating to the Prudential Regulation Authority can be found at [www.bankofengland.co.uk/pru](http://www.bankofengland.co.uk/pru).

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 We will settle that claim</li> <li>• Our obligations to You</li> <li>• The terms and conditions You must comply with</li> </ul>	<ul style="list-style-type: none"> <li>• The sections of the <b>Policy</b> that apply to you and the dates from which cover is in force</li> <li>• The various limits and sums insured that apply to Your 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 You have provided, on which the <b>Policy</b> is based</li> <li>• Any declarations which You have agreed to</li> </ul>	<ul style="list-style-type: none"> <li>• Provides information about any changes to Your renewal terms and <b>Policy</b> 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 Photography Claims Department, Davies Group, PO BOX 2801, Hanley, Stoke on Trent, ST4 5DN
- Email: [newclaim.photography@davies-group.com](mailto:newclaim.photography@davies-group.com)
- Online: <https://ripephotography.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 **We** will not make any payment in respect of such claim.
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.

### INSURANCE BOOKLET

**You** should read this document carefully in conjunction with **Your Insurance Schedule**. It gives details of what is and is not covered by the insurance and the conditions and exclusions of the cover.

### 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 on the amount **We** will pay 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 THEFT, 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 reasonable care to supply accurate and complete answers to all the questions asked in the declaration. **You** must tell **Us** of any changes to the answers **You** have given as soon as possible. If **You** fail to take reasonable care and you make a misrepresentation, **We** may invoke one of the following remedies under the Act:

- If **We** would not have provided cover, **We** may treat the **Policy** as if it never existed and refuse all claims.
- If **We** would have provided cover on different terms, **We** may apply those terms as if they had been in place since the **Policy** started.
- If **We** would have charged a higher premium, **We** may reduce the amount **We** pay for a claim proportionately.

If the misrepresentation was deliberate or reckless, **We** may treat the **Policy** as if it never existed, refuse all claims and retain the premium.



## 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. 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. **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. 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.

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 **Your 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.

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 insurance 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 insurance booklet.

If **We** cancel the **Policy** **You** will be entitled to a refund of the premium unless the reason for cancellation is fraud and/or **We** are legally entitled to keep the premium.

## 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.

## REINSTATEMENT OF THE SUM INSURED

In the event of theft or damage 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, YOUR STATEMENT OF FACT AND THE WHOLE OF THIS DOCUMENT CAREFULLY.

If the insurance does not meet **Your** requirements please cancel it within 14 days from inception or receipt of documentation whichever is the later for a full refund of premium. 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**.

### Abuse or molestation

1. Physical, mental or financial abuse, assault, battery, mistreatment or maltreatment
2. Sexual exploitation or any actual or attempted sexual relations, sexual contact or intimacy;
3. Discrimination, victimisation, harassment, voyeurism, invasion of privacy or any use or distribution of images, in whatever manner, without the consent of any person shown; or
4. Any other act of a sexual nature or undertaken with a sexual motive.

### Abuse or molestation retroactive date

The original inception date of your **Policy** or the earliest date from which **You** have held uninterrupted cover for Abuse, on a claims made basis, whichever is the earlier.

### 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.

### Artificial intelligence

Any machine learning, logical, statistical or other algorithm in **Computer or digital technology** that can:

1. Perform tasks or generate outputs, including but not limited to, actions, content, decisions, predictions or recommendations; or
2. Adapt or vary its operation proactively, or in response to inputs.

### Asbestos risks

1. The mining, processing, manufacturing, use, testing, ownership, sale or removal of asbestos, asbestos fibres or material containing asbestos; or
2. Exposure to asbestos, asbestos fibres or materials containing asbestos; or
3. The provision of instructions, recommendations, notices, warnings, supervision or advice given, or which should have been given, in connection with asbestos, asbestos fibres or structures or materials containing asbestos.

### Bodily Injury

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

### Civil Commotion

Where 12 or more persons are present together, whether in a public or private place, with a common purpose (which may be inferred from conduct):

1. to use, or threaten to use, physical force to inflict personal injury on any person or to damage property; or
2. which causes a person of reasonable firmness, had such person been present at the scene, to fear for their safety for the purposes of this definition, no person of reasonable firmness need actually be, or be likely to be, present at the scene.

### Computer or digital technology

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

### Computer or digital technology error

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

1. Creation, handling, entry, modification or maintenance of; or
2. On-going operation, maintenance (including but not limited to installation, upgrading or patching) or development of, any **Computer or digital technology**.

### Communicable disease

Any communicable, infectious or contagious disease, including any related variation, strain, virus, complex or syndrome.

### Court

A court or other competent authority



### Cyber attack

Any digital attack or interference, whether by a **Hacker** or otherwise, attempting or resulting in:

1. access to;
2. extraction of information from;
3. disruption of access to or the operation of; or
4. damage to:

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

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

### 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 a series of occurrences as a consequent of 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

### Hacker

Any **Artificial intelligence**, entity or person, including any **Employee of Yours**, who gains or attempts to gain unauthorised access to or use of any:

1. **Computer or digital technology**; or
2. data held electronically by **You** or on **Your** behalf

### 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 **Your Insurance Schedule** or **Insurance Booklet**



### 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**

### Personal Data

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

### 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 or borrowed by **You**
6. Individual undertaking study or work experience 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 **Insurance Booklet** (along with **Your Insurance Schedule** and Statement of Fact) 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

### Program(s)

Code or instructions which tell **Computer or digital technology** how to process data or interact with ancillary equipment, systems or devices.



### 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

### Social Engineering Communication

Any request directed to you or someone on your behalf by any **Artificial intelligence**, entity or person improperly seeking to obtain possession or the transfer to a third-party of virtual currency, money, securities, data or property to which such third-party is not entitled.

### Solar weather

Solar flares, solar eruptions or bursts including plasma bubbles or ejections, magnetic field or magnetosphere fluctuations or disruptions.

### 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**

### Terrorism

An act, or the threat of an act, by any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government, that:

1. is committed for political, religious, ideological, racial or similar purposes; and
2. is intended to influence any government or an international governmental organisation or to put the public, or any section of the public, in fear; and
  - a. involves violence against one or more persons; or
  - b. involves damage to property; or
  - c. endangers life other than that of the person committing the action; or
  - d. creates a risk to health or safety of the public or a section of the public; or
  - e. is designed to interfere with or to disrupt an electronic system

### 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

Hiscox Insurance Company Limited

### You/Your/Yours

The insured person/persons named on **Your 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 **Your Insurance 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 **Evidence of Ownership** 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 vouchers issued 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 **Your 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. Any claim for money, or any electronic, online or crypto currency, including but not limited to Bitcoin, even where such currency exists in physical form.
20. Damage to, or any loss, cost or expense arising in respect of any item of **Computer or digital technology** which is directly caused by:
  - a. a **Cyber attack** or fear or threat of a **Cyber attack**;
  - b. a **Hacker** or fear or threat of a **Hacker**;
  - c. a **Computer or digital technology error**; or
  - d. its digital connectivity to any other item of **Computer or digital technology** which has been directly affected by a **Cyber attack, Hacker** or **Computer or digital technology error**.

**We** will however cover any other damage, loss, cost or expense insured under this section which is caused by the **Cyber attack, Hacker** or **Computer or digital technology error**



## 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 window locks or be 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 one 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 National Security Inspectorate (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 an **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 vouchers issued 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 **Your 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**.
23. **Accidental Damage** to Photography Equipment caused solely by pollution or contamination. This does not apply to damage caused by accidental discharge during the **Period of Insurance** of oil or water from any storage tank, appliance or connected pipework located at **Your** home or a venue where **You** are rehearsing or performing unless the accidental discharge results from mechanical breakdown. **We** will not pay for any clean-up or decontamination costs or expenses arising from pollution or contamination
24. Any claim for money, or any electronic, online or crypto currency, including but not limited to Bitcoin, even where such currency exists in physical form.



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25. Any loss, cost or expense arising in respect of any item of **Computer or digital technology** which is directly caused by:
- a. a **Cyber attack** or fear or threat of a **Cyber attack**;
  - b. a **Hacker** or fear or threat of a **Hacker**;
  - c. a **Computer or digital technology error**;
  - d. its digital connectivity to any other item of **Computer or digital technology** which has been directly affected by a **Cyber attack, Hacker** or **Computer or digital technology error**.

**We** will however cover any other damage, loss, cost or expense insured under this section which is caused by the **Cyber attack, Hacker** or **Computer or digital technology error**.



## 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 an **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 vouchers issued 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 Insurance 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**.
13. Any claim for money, or any electronic, online or crypto currency, including but not limited to Bitcoin, even where such currency exists in physical form.
14. Damage to, or any loss, cost or expense arising in respect of any item of **Computer or digital technology** which is directly caused by:
  - a. a **Cyber attack** or fear or threat of a **Cyber attack**;
  - b. a **Hacker** or fear or threat of a **Hacker**;
  - c. a **Computer or digital technology error**; or
  - d. its digital connectivity to any other item of **Computer or digital technology** which has been directly affected by a **Cyber attack, Hacker** or **Computer or digital technology error**.

**We** will however cover any other damage, loss, cost or expense insured under this section which is caused by the **Cyber attack, Hacker** or **Computer or digital technology error**



## 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 **Your 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**.
4. Any claim, loss, damage, cost or expense arising directly or indirectly from, or in connection with, or contributed to by, any:
  - a. **Cyber attack**;
  - b. **Hacker**;
  - c. **Social engineering communication**;
  - d. **Computer or digital technology error**;
  - e. any fear or threat of a. to d. above; or
  - f. any action taken in controlling, preventing, suppressing, responding or in any way relating to a. to e. above.
5. Any claim for money, or any electronic, online or crypto currency, including but not limited to Bitcoin, even where such currency exists in physical form.



## 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 **Your Insurance Schedule** (which is inclusive of all costs and expenses) against legal liability for accidental:

1. Mental injury, death, disease or **Bodily Injury** other than **Abuse or molestation** to any person
2. Damage to property belonging to others

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

### ABUSE OR MOLESTATION

If, as a result of **Your** activities, any party brings a claim against **You** during the **Period of Insurance** for **Abuse or molestation** committed after the **Abuse or molestation retroactive date**, **We** will indemnify **You** against the sums **You** have to pay as compensation. This includes a claim against any **Employee** when they are acting on **Your** behalf in whatever capacity.

However, **We** will not in any event provide cover:

1. in respect of any allegation of slavery or people trafficking; or
2. to any party who commits, condones or ignores any Abuse or molestation.

**We** will also pay costs and expenses but **We** will not pay costs for any part of a claim not covered by this section. The most **We** will pay for all claims made during the **Period of Insurance** is £1,000,000

### WHAT IS NOT COVERED:

**We** will not cover:

1. Any **Excess** stated in **Your 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 **Your 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 liability or loss contributed to by, resulting from or in connection with any:
  - a. **Cyber attack**;
  - b. **Hacker**;
  - c. **Social engineering Communication**;
  - d. **Computer or digital technology error**;
  - e. any fear or threat of a. to d. above; or
  - f. any action taken in controlling, preventing, suppressing, responding or in any way relating to a. to e. above.
18. Any liability or loss relating to the actual or alleged processing, acquisition, storage, destruction, erasure, loss, alteration, disclosure, use of or access to **Personal Data**.

However, this does not apply to any covered claim or part of a covered claim made against **You** by a client which arises directly from **Your** activities for that client and which is not otherwise excluded by what is not covered: Exclusion 17 above.

The most **We** will pay for the total of all claims or parts of claims against **You** by a client including defence costs, which arise directly from **Your** activities for that client relating to **Personal Data** is £250,000 during any **Period of Insurance**, which is included within, and not in addition to, the overall **Limit of Indemnity** for this section.



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19. Any liability contributed to by, resulting from or in connection with any perfluoroalkyl and polyfluoroalkyl substances, including any fear or threat of, or any action taken in controlling, preventing, suppressing, responding or in any way relating to it.
20. **Asbestos risks**
21.
  - a. Any pollution or contamination; or
  - b. Bodily injury or property damage directly or indirectly caused by any pollution or contamination, unless the pollution or contamination is caused by a sudden, identifiable, unintended and unexpected incident which occurs in its entirety at a specific time and place during the **Period of Insurance**. **We** will not provide cover for any pollution or contamination occurring in the United States of America or Canada.



## 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 **Your 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 **Your 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 made against **You** during the **Period of Insurance** in respect of libel, slander, defamation which occurred after the retroactive date shown in **Your Insurance Schedule**, up to but not exceeding the **Limit of Indemnity** specified in **Your 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 **Your Insurance Schedule**
4. **We** will pay all costs, fees and expenses incurred with the prior consent of **Us** by **You** in the defense of settlement of a claim or claims made against **You** but not exceeding in total the **Limit of Indemnity** specified in **Your 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 **Your** 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



22. any liability or loss contributed to by, resulting from or in connection with any:
- a. **Cyber attack**;
  - b. **Hacker**;
  - c. **Social engineering Communication**;
  - d. **Computer or digital technology error**;
  - e. any fear or threat of a. to d. above; or
  - f. any action taken in controlling, preventing, suppressing, responding or in any way relating to a. to e. above.
23. any claim or loss relating to the actual or alleged processing, acquisition, storage, destruction, erasure, loss, alteration, disclosure, use of or access to **Personal Data**.
- However, this does not apply to any covered claim or part of a covered claim made against **You** by a client which arises directly from **Your** breach of professional duty in connection with that client and which is not otherwise excluded by what is not covered: Exclusion 22. above.
- The most **We** will pay for the total of all claims or parts of claims against **You** by a client including defence costs, which arise directly from **Your** breach of professional duty in connection with **Your** activities relating to **Personal Data** is £250,000 during any **Period of Insurance**, which is included within, and not in addition to, the overall **Limit of Indemnity** for this section.
24. any liability arising from pollution or contamination, unless the pollution or contamination is caused by a sudden, identifiable, unintended and unexpected incident which occurs in its entirety at a specific time and place during the **Period of Insurance**.
- We** will not in any event provide cover for:
- a. any pollution or contamination occurring in the United States of America or Canada;
  - b. liability arising solely out of any land or property being identified as contaminated land under Section 78B or 78C of the Environmental Protection Act 1990, or the service of a remediation notice under Regulation 20 of the Environmental Damage (Prevention and Remediation) (England) Regulations 2015 or any related, similar or successor legislation or regulation in any jurisdiction;
  - c. liability for any claim or part of a claim made by or on behalf of any governmental or regulatory body or agency;
  - d. pollution or contamination which is authorised by a valid environmental permit issued or regulated under the Environmental Permitting (England and Wales) Regulations 2016 or any related, similar or successor legislation or regulation in any jurisdiction.
25. claims or losses directly or indirectly caused by or contributed to by the failure or interruption of service provided by an Internet Service Provider, cloud services provider, telecommunications provider, utilities supplier or other infrastructure provider.



## 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 the **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 the Employers’ Liability section in **Your Insurance Schedule**.

For the purposes of the **Limit of Indemnity** applying to **Terrorism** this 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 **Your 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** shall reimburse to **Us** any expenses not covered by this insurance, which are incurred by **Us** on **Your** behalf
6. If **You** or anyone acting for **You**:
  - a. Make a claim under the **Policy** knowing the claim to be false or fraudulently exaggerated in any respect; or
  - b. Make a statement in support of a claim knowing the statement to be false in any respect, or submit a document in support of a claim knowing the document to be forged or false in any respect

Then:

**We** will not pay the claim

**We** will not pay any other claims made under the **Policy** relating to **Events** occurring after the date of a fraudulent act

**We** may cancel the **Policy** from the date the fraudulent act took place

**We** shall be entitled to recover from **You** the amount of any claim already paid under the **Policy** relating to **Events** occurring after the fraudulent act was committed

**We** will not provide any return of premium

**We** may share information about **Your** behaviour with other organisations to prevent further dishonesty, exaggeration, or fraud

**We** may inform the Police of the circumstances

7. If there is any other insurance covering the same claim, or which would have covered the claim but for the existence of this **Policy**, **We** will not make any payment until the amount that would have been payable under such other insurance if this **Policy** did not exist is exhausted.

### 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.

8. This **Policy** is exclusively governed by the laws of England and Wales and jurisdiction of the courts of England and Wales
9. Where **You**, including anyone within the meaning of **You** in any section of the **Policy** are entitled to cover under more than one section of the **Policy** in respect of the same claim or loss, or any part of a claim or loss, **We** shall only provide cover under one section of the **Policy**, being the section that provides the most advantageous cover to **You** or the party entitled to cover.
10. Where more than one insurer and/or Lloyd's syndicate is party to this **Policy**, the liability of an insurer or syndicate under this **Policy** is several and not joint with any other insurers or syndicates party to this **Policy**. An insurer is liable only for the proportion of liability it has underwritten. **We** will provide **You**, on request, with details of the insurers/syndicates who are party to this **Policy** and the proportions of liability they have underwritten.



## 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**, theft or any legal liability of whatsoever nature, directly or indirectly caused, contributed to, by or happening through or in the consequence of:

1. Any claims arising outside of the **Territorial Limits** or where the foreign office advises against travel
2. 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
3. Any claims arising from **You** processing work for another photographer
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. Pressure waves from aircraft or other aerial devices travelling at supersonic speeds
8. Any claim:
  - a. deliberately caused by; or
  - b. arising from a criminal act caused by;  
**You** or any other person living with **You** and **Person Employed**.
- 9.. 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**:  
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
10. **Terrorism**. This exclusion does not apply to the Public Liability section of the **Policy** however the most we will pay under that section in respect of claims arising from **Terrorism** is the lesser of the Public Liability limit stated in **Your Insurance Schedule** or £2,000,000 in total during the **Period of Insurance**.
11. **Civil Commotion** occurring outside of England, Scotland or Wales.
12. Any damage, injury, illness, loss, cost or expense directly or indirectly caused by, contributed to by, resulting from or in connection with:
  - a. **Communicable disease**;
  - b. fear or threat of **Communicable disease**; or
  - c. any action taken in controlling, preventing, suppressing or in any way responding to a. or b. above.This exclusion does not apply to the Public Liability section of this **Policy**.
13. Any claims brought against you in any country or jurisdiction outside of England and Wales
14. Anything which occurred before the **Period of Insurance**. This does not apply to claims for **Abuse or molestation** which occurred after the **Abuse or molestation retroactive date**.
15. **Solar weather** including any fear or threat of, or any action taken in controlling, preventing, suppressing, responding or in any way relating to it.
16. Any loss caused or contributed to by, resulting from or in connection with the use, sale, promotion, manufacture, supply, distribution, delivery, transport, transfer, possession or prescription of any opioid, opioid product or product derived from or containing opium or opiates.
17. Any claims that would have been covered under another insurance if this **Policy** did not exist. However, **We** will pay the amount exceeding the cover available under that other insurance.
18. Ionising radiation or contamination by radioactivity from any nuclear fuel, or from any nuclear waste from burning nuclear fuel.
19. radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
20. Loss due to confiscation, detention by Customs or other authority.
21. 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 - customer.care@davies-group.com</li> <li>• Post – Davies Group, PO BOX 2801, Hanley, Stoke on Trent, ST4 5DN</li> <li>• Phone – 0344 856 2015</li> </ul> Details of the Davies Group internal complaint-handling procedures are available on request.
All other matters	Please contact Ripe Insurance Services Limited: <ul style="list-style-type: none"> <li>• Email – complaints@ripeinsurance.co.uk</li> <li>• Post – Ripe Insurance Services Limited, One Stockport Exchange, Railway Road, Stockport, SK1 3SW</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
- 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.

## 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).



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## Using your personal information

Hiscox is a trading name of a number of Hiscox companies. The specific company acting as a data controller of **Your** personal information will be listed in the documentation we provide to **You**. If **You** are unsure **You** can also contact **Us** at any time by telephoning 01904 681198 or by emailing **Us** at [dataprotectionofficer@hiscox.com](mailto:dataprotectionofficer@hiscox.com).

**We** collect and process information about **You** in order to provide insurance policies and to process claims. **Your** information is also used for business purposes such as fraud prevention and detection and financial management. This may involve sharing **Your** information with, and obtaining information about **You** from **Our** group companies and third parties such as brokers, loss adjusters, credit reference agencies, service providers, professional advisors, **Our** regulators or fraud prevention agencies.

**We** may record telephone calls to help **Us** monitor and improve the service **We** provide. For further information on how **Your** information is used and **Your** rights in relation to **Your** information please see **Our** privacy policy at [www.hiscox.co.uk/cookies-privacy](http://www.hiscox.co.uk/cookies-privacy)



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