

EOS magazine



Photo **insurance**

All risk photographic equipment insurance for non-professional photographers

TERMS AND CONDITIONS

Your Policy

Your policy is made up of:

- the policy booklet; and
- the schedule

Any other advice, leaflet or similar literature you receive about this insurance does not form part of your policy.

The contract of insurance

Your policy is proof of the contract between you and the company. It is based on the information given by you or for you when you applied for this insurance. You promise, as far as you know, the information you have given us is true.

In return for you paying and the company accepting your premium, the company will provide insurance cover under the terms of this policy during the period of cover shown in the schedule.

How to read your policy

This policy must be read as a whole.

Governing law

You and the company can choose the law that applies to this contract. Unless you and the company agree otherwise, English Law will apply.

Your cover

Photographic equipment as defined in your schedule.



County House, Glyme Court, Langford Lane,
Kidlington, Oxfordshire OX5 1LQ
Telephone 01865 290910
E-mail photo@county-insurance.co.uk

Definitions

Wherever the following words or expressions appear in your policy or schedule, they will have the meaning given here unless stated differently.

The company International Insurance Company of Hannover Limited

We, Us, Our County Insurance Services.

You, Your The person named as the policyholder in the schedule and members of their family (including foster children) who normally live with them.

British Isles England, Scotland, Wales, the Isle of Man, the Channel Islands, Northern Ireland and the Republic of Ireland.

Excess The amount you must pay towards any claim.

Non-professional A person who earns less than 50% of their annual income from photographic activities

Period of cover The period of insurance between the start date or the last renewal date (whichever is the later), and the next renewal date.

Photographic, Video and Home Based Business Equipment, Sound Recording Equipment and Laptop Computers:

Accessories; Adapters; Battery Chargers; Cameras; Gadget Bags; Laptop computers; Lens; Sound Recording Equipment; Wireless remote controllers; Wireless Transmitters; belonging to you or for which you are legally responsible.

Schedule The document that identifies the policyholder and sets out details of the cover your policy provides.

Sum insured The amount shown in the schedule that is the most the company can pay for any number of claims caused by one incident.

Unoccupied Not lived in by you or any other person with your permission for more than 60 days in a row.

Section 1: Photographic, Video and Home Based Business Equipment, Sound Recording Equipment and Laptop Computers

What you are insured against

A Loss of or damage to the equipment

The Company will pay for loss of, or, damage to, the equipment caused by the following:

1 Fire, explosion, lightning, earthquake, smoke.

But not:

- loss or damage caused by smog or anything that happens gradually.

2 Theft or attempted theft.

But not:

- loss by deception, unless the only deception used is to get into your home.
- loss or damage while your home, or any part of it, is lent or let unless someone has used force to get in or out.
- loss or damage caused by you.
- loss or damage in your home after it has been unoccupied for more than 60 days in a row.

3 Riot, civil commotion or strikes.

4 Storm or flood.

5 Vandalism or malicious damage.

But not:

- loss or damage caused by you or a paying guest, or tenant;
- loss or damage after your home has been unoccupied for more than 60 days in a row.

6 Special Pairs and Sets

The company will not pay for the cost of repairing or replacing any undamaged part of a set, collection or suite.

B Accidental damage

The company will pay for accidental damage to the equipment of your home.

However, the company will not pay for damage:

- caused by a paying guest or tenant;
- caused by an electrical or mechanical breakdown, wear and tear, loss of value or anything which happens gradually;
- caused by cleaning, dyeing, repairing, taking apart, changing or restoring;
- caused by insects, vermin, fungus, the weather, the effect of light or pets;
- while you are moving house;
- by a cause listed in or specifically excluded in paragraph A of this section;
- after your home has been unoccupied for more than 60 days in a row.

Section 2: Photographic, Video and Home Based Business Equipment, Sound Recording Equipment and Laptop Computers away from the home

What you are insured against

The company will pay for accidental loss of, or damage to, your Photographic, Video and home based Business Equipment, Sound Recording Equipment and Laptop Computers anywhere in the British Isles if you take them outside the British Isles for up to 60 days at a time. However, the company will not pay for loss or damage:

- by theft from an unattended motor vehicle, unless the item is in a locked boot, concealed luggage compartment or glove compartment and someone has used force to get into the vehicle;
- caused by an electrical or mechanical breakdown, wear and tear, loss of value or anything which happens gradually;
- caused by cleaning, dyeing, repairing, taking apart, changing or restoring;
- caused by insects, vermin, fungus, the weather, the effect of lights or pets;
- caused by delay, or the item being held or confiscated by order of any government, public or police authority.

What is not insured

- Any excess shown in the schedule.
- Property insured by any other policy.
- Theft from an unattended motor vehicle, unless the item is in a locked boot, concealed luggage compartment or glove compartment and someone has used force to get into the vehicle.
- Theft from a vehicle when it has been unattended for more than 24 hours
- Any item left unattended in the open.

Settling claims

- 1** The company will pay the replacement cost of the item, or the company will repair or replace the item as new. This will be at the discretion of the company.
- 2** The company will not pay more than the sum insured for a claim. The amount the company will pay will also depend on any limits shown in the policy or schedule.
- 3** The most the company will pay for one item, set or collection is shown in the schedule or, £750 whichever is the lower. For items individually listed in the schedule the most the company will pay is the sum insured shown.
- 4** The most the company will pay for a claim for theft from an unattended motor vehicle is £7,000 or the limit shown in the schedule whichever is the lower.
- 5** You must pay the excess shown in the policy or schedule.
- 6** The company will not automatically replace the sum insured for any item of specified personal possessions that has been totally lost or destroyed. If you want further insurance for the replacement items, you must tell the company.
- 7** The company will not pay for claims notified more than 60 days after the event.
- 8** If the sum insured is less than the cost of replacing all the equipment as new, the company will make a deduction to reflect the difference between these values. For example, if the sum insured is equal to 75% of the cost of replacing all the equipment as new, the company may pay only 75% of your claim.

Section 3: Personal Liabilities

Liability to the public

The company will pay all amounts for which you become legally responsible for following accident and or death/injury to third party persons or property as a result of your negligence whilst using your equipment.

However, the company will not pay for damage:

- caused by your business;
- created by any agreement, unless you would have been liable without the agreement;
- any action brought in any court of law other than in Great Britain, Northern Ireland, Isle of Man or Channel Islands.

The most the company will pay for a claim is £1,000,000. The company will also pay all costs and legal fees for defending you, as long as the company has agreed to this in writing beforehand.

General Conditions which apply to all Sections

1 Your duty

The company will only provide the cover set out in this policy if you keep to all the terms and conditions of the policy.

2 Accidents and losses

You must tell the company as soon as reasonably possible about any incident which may lead to a claim under this policy. If you receive any notice of a prosecution or you are sent a writ, summons, claim or letter, you must send it to us, unanswered, as soon as possible. You must also keep the company up to date with any developments in your claim.

3 Claims procedure

You must not admit liability for or negotiate to settle any claim without the company's written permission. The company may take over, defend or settle the claim, or take up any claim in your name for the company's own benefit. You must give the company all the information and help the company needs. Claims must be notified and your claim form submitted within 60 days of the event. You must not abandon property to the company.

For any loss or damage claim you must:

- give the company any information and evidence asked for, including written estimates and proof of ownership or value;
- tell the police immediately if there has been loss or damage caused by deception, theft, attempted theft, lost property, vandalism or malicious damage, riot or loss outside your home;
- take all reasonable steps to get back lost or stolen property.

4 Other insurance

If you have other insurance that covers the same loss, damage or liability, the company will not pay more than its share of your claim.

5 Settling disagreements

If the company have agreed to a claim but there is a disagreement over the amount the company will pay, the problem must be decided by an arbitrator who you and the company can both accept. You cannot take legal action against the company until the arbitrator has decided on the amount the company should pay.

6 Preventing loss or damage

You must take all reasonable care to prevent loss, injury or liability, damage or accidents and to maintain all property covered under this policy in good condition.

7 Security

It is a condition precedent to the liability of the Company that the insured will ensure that all a) security devices are put into full and effective operation whenever the premises are left unattended. b) Keys and all details of any codes or combinations relating to any part of the intruder alarm installation and any safe or strong room be removed from the premises whenever the premises are left

unattended. c) Alterations or additions to or changes in or removal of security devices be advised to the Company immediately in writing.

8 Fraud

You or any person acting for you must not make false claims. If you or anyone acting for you makes a claim knowing any part of it to be false or exaggerated in any way, or if you deliberately cause loss or damage, the company will not pay the claim and the company will cancel your policy.

9 Changes that may affect your cover

You must tell the company as soon as possible (no later than 14 days) if there are changes that may affect your insurance, such as the following:

- You change the address where you normally live;
- Your property is unoccupied for more than 60 days;
- You change jobs;
- A change of occupancy or use in excess of 14 days;
- Lack of maintenance (if the property is unoccupied);
- You are convicted or have a conviction pending for any offence other than motoring;
- You suffer a loss for which you are not claiming;

The company may then re-assess your cover and premium. If you do not tell the company about any relevant changes, the company may:

- charge you the wrong premium;
- reject or refuse your claim;
- declare your policy invalid.

10 If you miss a payment

If you are paying your premium in instalments and you miss a payment, we will cancel your cover. We will give you seven days notice before we do this.

11 If you have not paid your premium

If you have not paid your premium, we may take any unpaid premiums from any claim payment the company makes to you.

12 Cancelling your policy

We can cancel your policy by sending you seven days notice in writing to your last known address. You can cancel your policy by giving us seven days notice.

- If you do so you will be entitled to a refund of the premium paid, subject to a deduction for the time for which you have been covered plus a £25 administration charge.

If the amount due when you cancel the policy is more than the amount you have paid, you must pay the difference. The company will never refund your premium if you have made a claim during the period of insurance.

13 Parties to this contract

This contract is between you and the company. No one else has any rights which they can enforce under this contract except those they have under law.

General Exceptions which apply to all Sections

You are not covered for any of the following:

1 Radioactivity

Any loss or damage to property or any direct or indirect loss, expense or liability caused or contributed to by:

- ionising radiation or radioactive contamination from any nuclear fuel or waste;
- the radioactive, toxic, explosive or other dangerous properties of nuclear equipment or its nuclear parts.

2 War

Any loss of damage caused by war, invasion, revolution or any similar event.

3 Sonic bangs

Loss or damage caused by pressure waves from an aircraft travelling at or beyond the speed of sound.

4 Loss of value

Loss of value that is more than the cost of repair or replacement.

5 Events before the policy starts

Any loss, damage, liability or injury that happened before the cover under your policy started.

6 Pollution or Contamination

This policy does not cover loss or destruction of, or damage to, any property, or death of or bodily injury to any person directly or indirectly caused by pollution or contamination, unless the pollution or contamination is directly 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. All pollution or contamination that arises out of one incident shall be deemed to have occurred at the time such incident takes place.

7 Terrorism

This policy does not cover loss, damage or destruction or any cost or expense of whatsoever nature or where so ever arising (including consequential loss and damage) directly or indirectly caused by resulting from or in connection with any act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss, or any action taken in controlling preventing, suppressing or in any way relating to any act of Terrorism.

For the purpose of this exclusion an act of Terrorism means the use of biological, chemical and/or nuclear pollution or contamination and/or threat thereof by any person or group of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear.

How to Make a Claim

- Check your policy and schedule carefully to make sure that the loss or damage is covered under this insurance.
- Phone our claims department on 01865 290923 as soon as possible to report the loss or damage. We will tell you what to do next.
- You will be sent a claim form which you will need to check and change if any of the details you have given the company are not correct or complete. You should sign the claim form and return it with any other information that the company asks for as soon as possible.
- Please also read General Conditions 2 and 3 on page 8. If temporary repairs are needed to stop further damage, you should arrange for them to be done immediately. Keep the bills because they may form part of your claim.
- The company must have the chance to see the damage and approve the estimates before work begins. But depending on the work involved and the cost, the company may tell you to go ahead and get the work done without them seeing the damage.

How to Make a Complaint

We make every effort to maintain the highest standards but recognise that there may be occasions when the particular requirements of our customers are not met. In these circumstances please call us on 01865 290910 or write to M Sydenham at:

County Insurance Services
County House
Glyme Court
Langford Lane
Kidlington
Oxford OX5 1LQ

If you are unhappy with our response and wish to complain, please contact:

International Insurance Company of Hannover Limited
L'Avenir
Opladen Way
Bracknell
Berkshire RG12 0PE

If you are still unhappy following receipt of our final response, you can refer the dispute to the Financial Ombudsman Service who will review your case on an independent basis. Their address is:
The Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London E14 9SR
Telephone: 0845 080 1800