

EOS magazine



Photo **insurance**

All risk photographic equipment insurance for non-professional photographers

Welcome to County

Dear Customer,

Thank you for insuring your photo equipment with us. At County Insurance Services, we are determined to provide you with outstanding customer service at all times.

We will do our best to make insuring with us as easy and trouble free for you as possible.

Our plain English policy wording is easy to follow, please read it carefully. If for any reason it does not meet your needs, please contact your insurance provider or telephone us immediately on **01865 842084**.

We hope that you will insure with us for many years to come

A handwritten signature in black ink, appearing to read 'M Sydenham', written over a single horizontal line.

Malcolm Sydenham
Director

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How to read your policy

This policy must be read as a whole.

Your cover

Photographic equipment as defined in your schedule.

How to Report a claim

Check your policy and schedule carefully to make sure that the loss or damage is covered under this insurance.

At Pen Underwriting (Delegated) We understand that claims form a critical component of Our offering the moment the Policy becomes tangible and We are relied upon to deliver upon Our commitment to You.

To report a claim, please contact:

Either County Insurance Services Limited on 01865 844995: email claims@county-insurance.co.uk

or

Out of hours claims telephone number: 03330 107 190

Claims email address: uk.newclaims@penunderwriting.com

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 Limited
County House Glyme Court
Langford Lane
Kidlington Oxford
OX5 1LQ

County Insurance Services Limited are registered in England & Wales number 08411634. Authorised & Regulated by the Financial Conduct Authority (FCA) FRN: 597267

If **you** are not satisfied and wish to make a complaint, then **you** may contact:

Complaints Officer
55 Blythswood Street
Glasgow
G2 7AT

Tel: 0141 285 3539
Email: pencomplaints@penunderwriting.com

Details of Pen Underwritings complaints procedures are available at:
<http://www.penunderwriting.co.uk/Pages/complaints.aspx>

If **you** remain dissatisfied, **you** may refer the matter to the Financial Ombudsman Service (FOS) within six months of the date of **our** final response to **you**, they can be contacted at:

Financial Ombudsman Service
Exchange Tower
London
E14 9SR
Tel: 0800 023 4567 (for landline users, mobile users may be charged)
0300 123 9123 (same rate as 01 or 02 numbers, on mobile phone tariffs)
Email: complaint.info@financial-ombudsman.org.uk

The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services. **You** can find out more information at: www.financial-ombudsman.org.uk

Identity of insurers

Aviva Insurance Limited.

Aviva Insurance Limited is registered in Scotland, No. 2116. Registered Office: Pitheavlis, Perth, PH2 0NH. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority with Firm Reference Number 202153.

You can check this information and obtain further information about how the Financial Conduct Authority protects you by visiting website at www.fca.org.uk.

This insurance policy has been produced by Pen Underwriting Limited a Managing General Agent of the insurers. As Managing General Agent, Pen Underwriting Limited underwrites insurance and handles claims for you on behalf of the insurers.

In providing insurance services, Pen will share your personal data with Aviva. For information on how Aviva use your personal data, please refer to Aviva's Privacy Policy at www.aviva.co.uk/privacypolicy.

Important Information about your Policy

We want to help you understand your policy and make you aware that the information you have provided is part of a legally binding contract of insurance with us.

This policy document, schedule and any endorsements are evidence of that contract and should be read as if they are one document. Please read them carefully to ensure that your cover is exactly what you need, and keep all documents in a safe place.

This policy is not complete without a policy schedule. Your policy schedule will be issued to you if your application for insurance is accepted

Your premium has been based upon the information shown in the schedule and has been arrived at based upon the information that you have told us about you and the insured property.

Your policy document is split into sections. Not all sections of this policy may apply to you. The cover you have selected will be shown on your policy schedule and is subject to the terms, conditions and exclusions set out in this policy document and any later written notices to you by your Broker. You should ensure that:

- you are clear which sections of cover you have included, the details of which are shown on your schedule;
- the information you have given us is accurate;
- you understand what each section covers and the restrictions and exclusions that apply;
- you are clear of what your responsibilities are under the policy as a whole

When drawing up this contract we have relied on the information and statements you have provided in your application or subsequent renewals.

If you are in any doubt about the level of cover provided, or if you have any questions relating to this insurance, please contact your Broker immediately.

The Law applicable to this insurance

Under the laws of the United Kingdom both you and we are free to choose the law which applies to this contract to the extent permitted by those laws. Unless you and we agree otherwise, the law which applies to this insurance is the law which applies to the part of the United Kingdom where the premises are located.

We and you have agreed that any legal proceedings between you and us in connection with this insurance will only take place in the courts of the part of the United Kingdom in which the premises are located.

Your total peace of mind

The company are covered by the Financial Services Compensation Scheme. Depending on the circumstances of your claim you may be entitled to compensation from the Financial Services Compensation Scheme (FSCS) if the company cannot meet their obligations. See <https://www.fscs.org.uk/>

Our Agreement with you

This policy is a legal contract between you and us.

In return for payment of the premium shown in the schedule, we agree to insure you, subject to the terms and conditions contained in this insurance or any endorsements shown on the schedule, against any loss or damage you sustain or legal liability you incur for accidents happening during the period of insurance.

Our provision of insurance under your policy is conditional upon you observing and fulfilling the terms, provisions, conditions and clauses of the policy.

In deciding to accept this policy and in setting the terms and premium, we have relied on the information you have given us. You must take care when answering any question we ask by ensuring that all the information provided is accurate and complete.

If we establish that you deliberately or recklessly provided us with false or misleading information we will treat this policy as if it never existed and decline all claims.

If we establish that you carelessly provided us with false or misleading information it could adversely affect your policy and any claim. For example, we may:

- treat this policy as if it had never existed and refuse to pay all claims and return the premium paid. We will only do this if we provided you with insurance cover we would not have otherwise offered;
- amend the terms of your insurance. We may apply these amended terms as if they were already in place if a claim has been made adversely impacted by your carelessness;
- reduce the amount we pay on a claim in the proportion the premium you have paid bears to the premium we would have charged you; or
- cancel your policy in accordance with our rights to cancel

We will write to you if we:

- intend to treat your policy as if it never existed; or
- need to amend the terms of your policy

If you become aware that the information you have given us is inaccurate, you must inform us as soon as practicable.

Please read your policy carefully to ensure it meets your needs. If you do not understand the terms, exclusions or conditions or if any information is incorrect or incomplete you must tell us immediately.

Our use of language

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

Data Privacy Notice

Pen Underwriting Limited are the data controller of any personal data you provide to us. We collect and process personal data in order to offer and provide insurance services and policies and to process claims. Personal data is also used for business purposes such as fraud prevention and detection, financial management, to generate risk modelling, conduct analytics including to advise, improve and develop our products and services and to comply with our legal and regulatory obligations. This may involve sharing information with, and obtaining information from, our group companies and third parties such as (re)insurers, other brokers, loss adjusters, credit reference agencies, service providers, professional advisors, our regulators or fraud prevention agencies.

We may record telephone calls to help us to monitor and improve the service we provide as well as for regulatory purposes.

Please see our Privacy Notice for further information on how your personal data is used, shared, disclosed and retained, your rights in relation to your personal data and how to contact our Data Protection Officer. Our Privacy Notice can be found at <https://www.penunderwriting.co.uk/Privacy-Policy>. From time to time we may make important updates to our Privacy Notice and these may in turn affect the way we use and handle your data. Please ensure you review our Privacy Notice periodically to ensure you are aware of any changes.

If you are entering into this agreement in the course of your business, or as a charity, for charitable purposes and providing information on other individuals to us, for example your employees and/or any other party that would be covered under the insurance policy we may be placing or services we may provide to you, you shall ensure that individuals whose personal data you are providing to us have been provided with fair processing notices that are sufficient in scope and purpose, and that you have obtained all appropriate consents, where required, or are otherwise authorised, to transfer the personal data to us and enable us to use the personal data and process the personal data for the purposes of this agreement and as set forth in our Privacy Notice. You must not share personal data with us that is not necessary for us to offer, provide or administer our services to you.

Policy Format

Please get in touch by contacting us if you need your documents in large font, braille, or as audio.

Telephone calls and recording

Calls to 0800 numbers from UK landlines and mobiles are free. The cost of calls to 03 prefixed numbers are charged at national call rates (charges may vary dependent on your network provider) and are usually included in inclusive minute plans from landlines and mobiles. For our joint protection telephone calls may be recorded and/or monitored.

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 Aviva Insurance Limited.

We, Us, Our County Insurance Services Limited.

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.

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.

What you are insured against

Loss of or damage to the equipment

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

Fire, explosion, lightning, earthquake, smoke.

But not:

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

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.

Riot, civil commotion or strikes.

Storm or flood.

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.

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.

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 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.

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.

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.

General Conditions which apply to all sections

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.

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.

To report a claim

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.

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.

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.

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.

Security

It is a condition precedent to the liability of the Company that the insured will ensure that all security devices are put into full and effective operation whenever the premises are left unattended.

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.

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

Fraud

You must not act in a fraudulent manner, if you or anyone acting for you:

- Make a claim under the policy knowing the claim to be false, or fraudulently exaggerated in any respect; or
- 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; or
- Make a claim in respect of any loss or damage caused by your wilful act or with your connivance

Then:

- we shall not pay the claim;
- we shall not pay any other claim which has been or will be made under the policy;
- we may declare the policy void;
- we shall be entitled to recover from you the amount of any claim paid under the policy since the last renewal date;
- we shall not make any return premiums;
- we may inform the Police of the circumstances.

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.

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.

Cancelling your policy

Your Statutory Rights

You have a statutory right to cancel your policy within 14 days of either:

- the day you receive the policy or renewal documentation, or
- the day you purchase or renew this policy,

whichever is the later.

If you wish to cancel and your cover hasn't started we will refund your premium in full.

If you don't exercise your right to cancel, your policy will continue, and you will be required to pay the premium.

If you cancel after the start of the period of insurance a refund of premium will be calculated from receipt of this notice on a pro-rata basis providing no incidents have occurred which give rise to a claim.

Your Right to Cancel this Policy

If you wish to cancel your policy after 14 days you can do so at any time by contacting your broker.

On policies where the annual premium has been paid in full a refund of premium will be calculated from receipt of this notice on a pro-rata basis providing no incidents have occurred which give rise to a claim. On policies where the premium is paid by monthly payments the cancellation will take effect from the end of the period for which you have paid and therefore no refund will be due.

Our Right to Cancel this Policy

We can cancel your policy by giving you 30 days written notice at your last known address. We will only cancel this policy or any part of it for a valid reason, such as:

- Failure to provide us with information we have requested that is directly relevant to the cover provided under this policy or any claim;
- The use of foul or offensive language;
- Nuisance or disruptive behaviour
- Non-payment of premium;
- We have identified serious grounds (such as the use or threat of violence or aggressive behaviour against our staff, contractors or property);
- There is a change in risk occurring which we are unable to insure;
- We establish that you have provided us with incorrect information;
- Failure to take care of the property insured;
- You breach any terms and conditions of your policy.

Please also see the Fraud conditions and the Change in Circumstances conditions in the General Conditions section of this policy.

Where possible, we will try to seek an opportunity to resolve the matter with you.

If we cancel the policy we will refund premiums already paid for the remainder of the current period of insurance based on a proportional daily rate depending on how long this insurance has been in force.

Important Notice

If a claim has been submitted or there has been any incident likely to give rise to a claim during the current period of insurance, no refund for the unexpired portion of the premium will be given.

This will not affect your right to make a claim for any event that happened before the cancellation date.

Please note that upon cancellation of this policy your broker may impose a charge. Please contact your broker for further information.

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:

Radioactivity

We will not pay for:

- a) Loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising there from, and
- b) Any legal liability of whatsoever nature,

directly or indirectly caused by or contributed to by or arising from:

- Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel,
- The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

War

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

war, invasion, act of foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, mutiny, rebellion, revolution, military rising, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power.

Sonic bangs

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

Loss of value

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

Events before the policy starts

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

Pollution or Contamination

We will not pay for loss, damage or liability of any kind directly or indirectly caused by or arising out of pollution and/or contamination other than:

- When caused by oil or water escaping from a fixed oil or fixed water installation, or
- When caused by a sudden, identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the period of insurance at the home, and
- Reported to us not later than 30 days from the end of the period of insurance,

In which all such pollution and/or contamination arising out of such accident shall be deemed to have happened at the time of such accident.

Terrorism

We will not pay for any consequence whatsoever which is directly or indirectly caused by nuclear and/or chemical and/or biological and/or radiological means, or anything connected with those means, and which is the direct or indirect result of Terrorism, or anything connected with Terrorism, whether or not such consequence has been contributed to by any other cause or event.

Terrorism means:

- The use of threat of force and/or violence and/or
- Actual or threatened harm or damage to life or to property caused or occasioned by any person or group of persons in whole or in part 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 or is claimed to be caused or occasioned in whole or in part for such purposes.

Contract (Rights of Third Parties) Act 1999 Clarification Clause

A person who is not a party to this insurance has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this insurance but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

Electronic Data Exclusion

We will not pay for:

- a) Loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising there from, and
- b) Any legal liability of whatsoever nature

directly or indirectly caused by or contributed to by or arising from:

- Computer viruses, erasure or corruption of electronic data,
- The failure of any equipment to correctly recognise the change of date.

For the purpose of this exclusion 'computer virus' means a corrupting instruction from an unauthorised source that propagates itself via a computer system or network.

Financial Sanctions

We will not provide any cover or be liable to provide any indemnity, payment or other benefit under this policy where doing so would breach any prohibition or restriction imposed by law or regulation.

If any such prohibition or restriction takes effect during the period of insurance we may cancel this policy immediately by giving you written notice at your last known address. If we cancel the policy we will refund premiums already paid for the remainder of the current period of insurance, provided no claims have been paid or are outstanding.

www.county-insurance.co.uk



Independent Insurance Brokers County Insurance Services Limited. Address and Registered Office: County House, Glyme Court, Langford Lane, Kidlington, Oxon OX5 1LQ.
Authorised and regulated by the Financial Conduct Authority (FCA) (FRN: 597267). Company registered in England No. 08411634