



Amateur Photographers and Amateur Astronomers Insurance Policy Wording

Arranged by:



GLOVER & HOWE
INSURANCE SERVICES

WELCOME

to Covéa Insurance

Thank you for choosing Covéa Insurance.

This is **Your** Amateur Photographers & Amateur Astronomers policy. It sets out the details of **Your** insurance contract with **Us**.

Your premium has been calculated upon the information shown in the policy **Schedule** and recorded in any application, declaration and/or **Statement of Fact** completed by **You** or on **Your** behalf.

Please read the policy and **Schedule** carefully to ensure that the cover meets **Your** requirements.

Please contact **Your** broker if **You** have any questions or if **You** wish to make any adjustments.

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INTRODUCTION

About Your Policy

The parts of the policy are:

1. the application form, declaration and/or **Statement of Fact**
2. the **Schedule** and any Endorsement(s)
3. this policy wording which contains:
 - (a) this Introduction, Customer Information, General Definitions, General Conditions, Claims Conditions and General Exclusions all of which apply to all Sections of the policy unless stated otherwise
 - (b) the Section of cover provided including the Extensions and Exclusions.

Any word or expression given a specific meaning in:

1. the **Schedule**, any policy Endorsement(s), this Introduction, the Customer Information and the General Definitions, Conditions and Exclusions shall have the same meaning throughout the policy unless **We** state otherwise
2. an individual Section or any Section Endorsement(s) shall only have the same meaning throughout such Section or Endorsement unless **We** state otherwise.

Any such word or expression given a specific meaning shall be highlighted with a leading capital letter and in bold text within the policy wording.

In return for **You** having paid or agreed to pay the premium for the **Period of Insurance**, **We** will indemnify **You**, subject to the terms contained in or endorsed on the policy, in respect of **Damage** or pay other benefits which fall within the operative Section of this policy, provided that the **Damage** which gives rise to the claim occurs during the **Period of Insurance**.

IMPORTANT

This policy is a legal contract.

You have a duty to make a fair presentation of the risk which is covered by this policy. Therefore **You** should ensure that any information **You** have provided to **Us** and the content of any application form, declaration and/or **Statement of Fact** is accurate and complete. Where **You** have provided **Us** with information which relates to matters of **Your** expectation or belief, it does not matter if such information turns out to be inaccurate provided that **You** acted in good faith when **You** provided **Us** with such information. If **You** do not comply with **Your** duty to make a fair presentation of the risk, **Your** policy may not be valid or the policy may not cover **You** fully or at all.

You must also tell **Us** about any facts or changes which affect **Your** insurance and which have occurred either since the policy started or since the last renewal date.

If **You** are not sure whether certain facts are relevant please ask **Your** broker. If **You** do not tell **Us** about relevant changes, **Your** policy may not be valid or the policy may not cover **You** fully or at all.

You should keep a written record (including copies of letters) of any information **You** give **Us** or **Your** broker.

CUSTOMER INFORMATION

How to make a Claim

Should **You** be unfortunate enough to have to make a claim please contact Glover & Howe on **01206 814500**.

Covéa Insurance Commercial Claims is a service operated 24 hours a day, 365 days a year.

You can also notify **Us** of a claim by:

Telephone: **0330 024 2266**

Calls may be recorded for training and evidential purposes.

Email:
newcommercialclaims@coveainsurance.co.uk

Post: **Covéa Insurance Commercial Claims, A&B Mills, Dean Clough, Halifax, HX3 5AX**

Staff trained in managing commercial claims will:

- take details of **Your** claim over the phone. **Your** broker may require **You** to complete an incident form
- take control of the management of **Your** claim from start to finish.

Our aim is to bring **Your** claim to a satisfactory conclusion.

Important Information

Choice of Law

The parties to an insurance contract are free to choose the law that will apply. Unless **We** agree in writing with **You** otherwise, this insurance shall be subject to the law applying in that part of the United Kingdom, Channel Islands or Isle of Man. If there is any dispute, the law of England and Wales shall apply.

How to make a Complaint

It is always **Our** intention to provide a first class standard of service. However, **We** do appreciate that occasionally things go wrong. In some cases the broker who arranged **Your** insurance will be able to resolve any concerns, particularly if **Your** complaint relates to the way the policy was sold, and **You** should contact them directly.

Glover & Howe, 4 St Peters Court, St Peters Street, Colchester, Essex, CO1 1WD

Telephone: **01206 814500**

Alternatively please contact **Us** using the following details quoting **Your** policy or claim number.

Customer Relations, Covéa Insurance, A & B Mills, Dean Clough, Halifax, HX3 5AX

Telephone: **0330 221 0444**

Calls may be recorded for training and evidential purposes.

Website: www.coveainsurance.co.uk

Email:
customer.relations-rdg@coveainsurance.co.uk

Full details of the Covéa Insurance Internal Complaints Procedure are detailed in **Our** leaflet 'Complaints Procedure' which is available on request or may be downloaded from **Our** website at www.coveainsurance.co.uk/complaints.

Financial Ombudsman Service

You may be eligible to refer **Your** complaint to the Financial Ombudsman Service. There are a few instances where they will not be able to assist and they will confirm if **Your** complaint is eligible when **You** contact them. Their contact details are:

Financial Ombudsman Service, Exchange Tower, London E14 9SR

Telephone: **0800 023 4567**

Website: www.financial-ombudsman.org.uk

Email: complaint.info@financial-ombudsman.org.uk

CUSTOMER INFORMATION

Financial Services Compensation Scheme

Covéa Insurance is covered by the Financial Services Compensation Scheme. **You**/an Insured Person may be entitled to compensation from the scheme if **We** are unable to meet **Our** liabilities under this insurance.

Further information is available from the:

Financial Services Compensation Scheme, 10th Floor Beaufort House, 15 St Botolph Street, London, EC3A 7QU

Telephone: **020 7741 4100**

Website: www.fscs.org.uk

Email: enquiries@fscs.org.uk

How We Use Your Information

Please visit www.coveainsurance.co.uk/dataprotection for further information about how and when **We** process **Your** personal information under **Our** full Privacy Policy.

The personal information, provided by **You**, is collected by or on behalf of Covea Insurance plc (**We, Us, Our**) and may be used by **Us, Our** employees, agents and service providers acting under **Our** instruction for the purposes of insurance administration, underwriting, claims handling, for research or for statistical purposes.

We may process **Your** information for a number of different purposes. For each purpose **We** must have a legal ground for such processing. When the information that **We** process is classed as "sensitive personal information", **We** must have a specific additional legal ground for such processing.

Generally, **We** will rely on the following legal grounds:

- It is necessary for **Us** to process **Your** personal information to provide **Your** insurance policy and services. **We** will rely on this for activities such as assessing **Your** application, managing **Your** insurance policy, handling claims and providing other services to **You**.
- **We** have an appropriate business need to process **Your** personal information and such business need does not cause harm to **You**. **We** will rely on this for activities such as maintaining **Our** business records and developing, improving **Our** products and services.

- **We** have a legal or regulatory obligation to use such personal information.
- **We** need to use such personal information to establish, exercise or defend **Our** legal rights.
- **You** have provided **Your** consent to **Our** use of **Your** personal information, including sensitive personal information.

How We Share Your Information

In order to sell, manage and provide **Our** products and services, prevent fraud and comply with legal and regulatory requirements, **We** may need to share **Your** information with the following third parties, including:

- Reinsurers, Regulators and Authorised/Statutory Bodies
- Credit reference agencies
- Fraud prevention agencies
- Crime prevention agencies, including the police
- Suppliers carrying out a service on **Our**, or **Your** behalf
- Product providers where you've opted to buy additional cover
- Other insurers, business partners and agents
- Other companies within the Covea Insurance Group

Marketing

We will not use **Your** information or pass it on to any other person for the purposes of marketing further products or services to **You** unless **You** have consented to this.

Fraud Prevention and Detection

In order to prevent or detect fraud and money laundering **We** will check **Your** details with various fraud prevention agencies, who may record a search. Searches may also be made against other insurers' databases. If fraud is suspected, information will be shared with those insurers. Other users of the fraud prevention agencies may use this information in their own decision making processes.

We may also conduct credit reference checks in certain circumstances. **You** can find further details in **Our** full Privacy Policy explaining how the information held by fraud prevention agencies may be used or in which circumstances **We** conduct credit reference checks and how these checks might affect **Your** credit rating.

CUSTOMER INFORMATION

Automated Decisions

We may use automated tools with decision making to assess **Your** application for insurance and for claims handling processes, such as price rating tools, flood, theft and subsidence area checks and credit checks.

These automated decisions will produce a result on whether **We** are able to offer insurance, the appropriate price for **Your** policy or whether **We** can accept **Your** claim. If **You** object to an automated decision, **We** may not be able to offer **You** an insurance quotation or renewal.

How to Contact Us

Please contact **Us** if **You** have any questions about **Our** Privacy Policy or the information **We** hold about **You**:

Email: dataprotection@coveainsurance.co.uk

Registration and Regulatory Information

This insurance is provided by Covea Insurance plc. Covea Insurance plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Registration Number 202277. Registered Office: **A & B Mills, Dean Clough, Halifax, HX3 5AX**. Registered in England and Wales Number 613259

This insurance policy is arranged for **You** by Glover & Howe Insurance Services ('Glover & Howe'). Glover & Howe Insurance Services is a trading name of Glover & Howe Ltd and is authorised and regulated by the Financial Conduct Authority. Registration Number 562289. Registered Office: 47 Butt Road, Colchester, CO3 3BZ. Registered in England and Wales Number 002261824.

You can check the regulatory status on the Financial Services Register by visiting the Financial Conduct Authority's website www.fca.org.uk/register.

No Claims Discount

If no claim has been made under this policy by the expiry of any **Period of Insurance** the premium for the subsequent **Period of Insurance** will be reduced by the following percentage discount:

- (a) No claim in the preceding period of insurance – 5%
- (b) No claim in the preceding two consecutive periods of insurance – 10%
- (c) No claim in the preceding three consecutive periods of insurance – 15%

GENERAL DEFINITIONS

Here are the explanations of the Definitions used throughout **Your** policy. Any such word or expression given a specific meaning is highlighted with a leading capital letter and printed in bold.

Damage

Accidental loss, destruction or damage.

Excess

The amount stated in this policy, the **Schedule** or any Endorsement for which **You** will be responsible and which will be deducted from each and every claim.

Period of Insurance

Period of Insurance stated in the **Schedule** and any subsequent period for which **We** have accepted a renewal premium.

Premises

The premises where the **Property Insured** is usually kept and at the risk address stated in the **Schedule** occupied by **You** as either **Your** main residence or **Your** photography or film premises or studio.

Property Insured

Photographic or astronomy equipment and any associated equipment including computers, printers, telescopes, video cameras or camcorders, binoculars, sound recording equipment, televisions, projectors, unexposed films, props, portfolio, negatives or transparencies as specified in the **Schedule** belonging to **You** or **Your Family** or for which **You** or a member of **Your Family** are legally responsible for. Excluding property on loan to or hired by **You** or a member of **Your Family**.

Schedule

The document that specifies **Your** details, the **Premises**, the **Property Insured** and any Endorsement(s) and Conditions applicable. The **Schedule** shows the Sections of the policy that are operative.

Statement of Fact

This is a record of the information that **You** provided to **Us** for the application for this insurance upon which **Your** insurance cover and premium is based.

Territorial Limits

1. Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.
2. Any individual trip worldwide not exceeding sixty days at any one time excluding countries where The Foreign, Commonwealth & Development Office (FCDO) advises against all travel or advises only essential travel, prior to the commencement of any journey.

Vacant or Unoccupied

Premises or part thereof that have become unoccupied, untenanted or which have not been actively used for a period of more than 30 days.

Vehicle

Any road vehicle including trailers and containers.

We/Us/Our

Covea Insurance plc.

You/Your/Policyholder

The person(s) named in the **Schedule**.

GENERAL CONDITIONS

The following General Conditions are applicable to the whole policy.

1. Acts of Parliament and Statutory Instruments

All legal instruments and rules referred to in this policy include any subsequent amendments or re-enactments of those Acts and any equivalent legislation which is enforceable within Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

2. Alteration in Risk

You or **Your** broker must tell **Us** immediately if during the **Period of Insurance** there is any alteration in risk or to the facts which **You** disclosed when **You** took out this policy, which materially affects the risk of injury, loss, **Damage** or liability which would fall within the policy cover. This includes but is not limited to:

- (a) undertaking any photography on a professional basis, or
- (b) using **Property Insured** and accessories for hazardous activities (underwater, aerial and mountaineering, etc) where the risk of **Damage** is increased, or
- (c) change of **Premise** address
- (d) **Premises** not occupied solely by **You** or **Your Family**, or is used for business other than for administrative or clerical purposes (this includes any outbuildings or garages), or is not **Your** permanent residence or is a holiday home

When **You** tell **Us** about an alteration in risk, **We** may apply additional terms and conditions to this policy (including but not limited to premium) or, if the risk is unacceptable to **Us**, **We** may cancel the policy in accordance with General Condition 4 (b) – Our Rights to Cancel the Policy.

If **You** fail to tell **Us** about an alteration in risk, **We** may:

- (a) terminate the policy back to the date when the alteration occurred, if **We** would have cancelled the policy had **You** told **Us** of the alteration in risk;
- (b) proportionately reduce the amount payable in respect of a claim; and/or
- (c) treat the policy as if it contained such different terms (other than relating to the premium) that **We** would have applied to the policy had **You** told **Us** of the alteration in risk.

Any reduction in claims payments or application of different terms will take effect from the date on which the alteration in risk occurred.

Where **We** elect to proportionately reduce the amount payable in respect of a claim, **We** will pay a percentage of the claim, the percentage being calculated by comparing the premium which **You** actually paid with the premium which **We** would have charged had **You** told **Us** about the alteration in risk. For example, if the premium which **You** actually paid is 70% of the premium **We** would have charged, **We** will only pay 70% of any claim.

3. Average

If at the time of any loss the total sum insured specified in the **Schedule** is less than 85% of the total value of the **Property Insured** **We** shall bear only that proportion of the loss which the total sum insured bears to the total of the **Property Insured**.

4. Cancellation

(a) Your Rights to Cancel the Policy

You may cancel this policy at any time from the date it begins or from the date **You** receive this policy document and **Schedule**, whichever is the later, returning the policy document and **Schedule** to **Your** broker. If cover has not yet started **You** will receive a full refund of the premium. If cover has started **We** will refund the premium for the exact number of days left on the policy. No refund will be given if a claim has been submitted or there have been any incidents likely to give rise to a claim during the current **Period of Insurance**.

(b) Our Rights to Cancel the Policy

We or any agent appointed by **Us** and acting with **Our** authority have the right to cancel **Your** policy, where there is a valid reason for doing so.

We will give **You** fourteen days notice of cancellation in writing, by recorded delivery, to the latest address **We** have for **You** and will set out **Our** reason for cancellation in **Our** letter. Valid reasons may include but are not limited to:

- (i) not
 - paying a premium when it is due
 - co-operating with **Us**, or sending **Us** information or documentation that materially affects **Our** ability to process the policy or **Our** ability to defend **Our** interests

GENERAL CONDITIONS

- taking all reasonable precautions to prevent or minimise **Damage**, accident or injury as required by General Condition 11. Reasonable Precautions of this policy

and failing to put this right when **We** ask **You** to by sending **You** seven days written notice to **Your** latest address

- (ii) use of threatening or abusive behaviour or language, or intimidation or bullying of **Our** staff or suppliers.
- (iii) not
 - giving **Us** access to **Your Premises** when **We** have asked to carry out a risk survey
 - complying with any risk improvements required by **Us** following a survey within the timescales specified.

If **We** cancel **Your** policy, **We** will refund the premium for the exact number of days left on the policy unless a claim or an incident likely to give rise to a claim has occurred during the current **Period of Insurance**. No refund will be given if a claim has been submitted or there have been any incidents likely to give rise to a claim during the current **Period of Insurance**.

If **You** are paying by monthly instalments:

- (a) all outstanding monies must be paid to **Us** as described in **Your** Loan Agreement
- (b) **We** may exercise **Our** right to collect the balance of any outstanding premium in the event of a claim.

5. Change of Risk or Interest

This policy shall be avoided if:

- (a) **Your** interest ceases other than by death
- (b) **You** are declared bankrupt, enter into an IVA (Individual Voluntary Agreement) or become subject to bankruptcy proceedings

at any time after the commencement of this insurance unless **We** have accepted the change.

Nothing contained in this policy shall give any right against **Us** to any person other than **You** except to a transferee approved by **Us**.

6. Contracts (Rights of Third Parties) Act 1999

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

7. Fair Presentation of the Risk

You must make a fair presentation of the risk when **You** first take out this policy and also whenever **You** renew it or ask **Us** to change **Your** cover.

If **You** fail to make a fair presentation of the risk including failing to disclose or misrepresenting a material fact, or disclosing material facts to **Us** in a way which is not clear and accessible **We** may avoid this policy and refuse all claims where:

- (a) such failure was deliberate or reckless; or
- (b) **We** would not have entered into this policy on any terms had **You** made a fair presentation of the risk.

Should **We** avoid this policy **We**:

- (a) shall treat the policy as if it had not existed from the start date, the renewal date, or the date when **You** asked **Us** to change **Your** cover, depending on when the failure to make a fair presentation of the risk occurred
- (b) shall return the premium paid for the period for which the policy is treated as not having existed unless the failure to make a fair presentation of the risk was deliberate or reckless
- (c) may deduct from any return of premium due to **You** any monies already paid in respect of claims falling within the period for which the policy is treated as not having existed or require **You** to repay such claims.

Provided that any failure to make a fair presentation of the risk is not deliberate or reckless, if **We** would have entered into or renewed this policy, or agreed to make changes to **Your** cover on different terms had **You** made a fair presentation of the risk, **We** may:

- (a) proportionately reduce the amount payable in respect of a claim; and/or
- (b) treat the policy as if it contained such different terms (other than relating to the premium) that **We** would have applied to the policy had **You** made a fair presentation of the risk.

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Any reduction in claims payments or application of different terms will take effect from the date on which the policy started, was renewed or when changes were made to **Your** cover, depending on when **You** failed to make a fair presentation of the risk.

Where **We** elect to proportionately reduce the amount payable in respect of a claim, **We** will pay a percentage of the claim, the percentage being calculated by comparing the premium which **You** actually paid with the premium which **We** would have charged had **You** made a fair presentation of the risk. For example, if the premium which **You** actually paid is 70% of the premium **We** would have charged, **We** will only pay 70% of any claim.

Where this policy provides benefits to individuals who would, if they had taken out similar insurance in their own name, have done so for purposes wholly or mainly unconnected with their trade, business or profession, **We** will not rely on this condition if the failure to make a fair presentation of the risk concerns only facts or information which relate to that particular individual, unless the individual (or **You** on their behalf) makes a careless misrepresentation, in which case **We** may rely on this condition as against that particular individual as if a separate insurance contract had been issued to them leaving the remainder of the policy unaffected.

8. Instalments

If **You** have a Loan Agreement with Covéa Insurance to pay for **Your** insurance it is a condition precedent to **Our** liability that payments shall be made in line with the Loan Agreement otherwise all benefit under the policy shall be forfeited and the policy shall be cancelled as outlined in **Your** Loan Agreement.

9. Minimum Security Standards

It is a condition precedent to **Our** liability for any claim resulting from theft, attempted theft or malicious damage that the following security measures or any alternatives that **We** agree to in writing are installed and activated at the **Premises** whenever the **Premises** are closed for **Business** or left unattended:

Doors

(a) Up and Over Doors

sectional up and over doors must be secured by a padlock conforming to CEN Grade 4 inserted through a hole drilled into each guide channel approximately 25mm above the guide roller.

(b) Steel roller shutters

each shutter must be secured by two security shutter locks, locking mechanisms should be positioned as close as possible to the bottom of the door to prevent the shutter being prised up at the bottom to gain entry, alternatively a closed shackle padlock conforming to CEN Grade 4 with matching locking bar may be utilised.

(c) Aluminium doors

single leaf doors should be fitted with a cylinder mortice deadlock. Double leaf doors should have the standing leaf secured with flush bolts and the opening leaf secured with a cylinder mortice deadlock with a hook bolt mechanism.

(d) Outward opening doors

the hinge side of the door must be protected by hinge covers such as dog bolts or equivalent fitted approximately 400mm from the top and bottom of the door.

(e) Fire exit doors

must be protected on the outside by a sheet of steel minimum thickness 1.6mm fixed to the top, bottom and side rails of the door by either non-return screws or coach bolts at 150mm centres. Bolt heads must be on the outside of the door(s). If the door(s) is/are outward opening the steel must overlap the frame on the locking side to prevent the door being prised open between the door and the frame. In addition two hinge bolts must be fitted to the hinge side of the door approximately 400mm from the top and bottom of the door.

(f) Double doors

standing leaf must be secured with two flush bolts or two mortice rack bolts. Opening leaf of timber doors must be secured with a deadlock conforming to BS3621 with a manufacturers matching striking plate. Opening leaf of aluminium doors must be fitted with a cylinder mortice deadlock with hook bolt mechanism.

(g) Doors not otherwise specified

must be secured with a deadlock conforming to BS3621 with manufacturers matching striking plate.

GENERAL CONDITIONS

Windows

All accessible opening windows must be fitted with key operated locks or protected internally or externally by solid steel bar grille(s) secured within a hardened or galvanised steel frame unless officially designated as a fire escape by the fire and rescue authority. Each side of the frame must be secured to the brickwork surrounding the window by either Rawlbolts at 300mm intervals or non-return screws at 150mm intervals.

If **You** do not have key operated window locks and are required by **Us** to protect **Your** windows with solid steel bar grille(s) **You** must ensure that:

- (i) the bars are of a minimum diameter of 19mm and no further apart than 125mm
- (ii) the bars are welded to or pass through tie bars of steel of at least 6mm dimension thick x 40mm wide and the distance between the tie bars must not exceed 600mm
- (iii) the tie bars are secured to the wall surrounding the window at a minimum of four points by expansion bolts of at least M8 size which penetrate the masonry or brickwork by at least 60mm and Bolt holes must be set back at least 60mm from the edge of the window opening

if the bars are fixed externally the heads of the bolts must be welded to the tie bars to prevent them being undone. Any alternative specification or fixing methods must be agreed by **Us** in writing prior to fitting.

10. Other interests

The interests of third parties which **You** are required to include on this policy under the terms of any mortgage, property lease or hiring leasing or hire purchase agreement are automatically deemed to be covered subject to **You** advising **Us** at the time of notification of any claim.

11. Reasonable Precautions

You must:

- (a) take all reasonable precautions to prevent or minimise **Damage**, malicious damage or theft
- (b) keep **Property Insured** in accordance with any of **Our** security requirements and maintain them in a good state of repair
- (c) comply with all relevant statutory requirements, manufacturers' recommendations and other regulations imposed by any statutory, regulatory, or government authority.

12. Reinstatement of Sum Insured

We will in the event of **Damage** under this policy automatically reinstate the sum insured unless there is written notice by **Us** to the contrary, provided that:

- (a) **You** undertake to pay the appropriate additional premium
- (b) **You** immediately implement any recommendations **We** make to prevent further **Damage** and effect all repair or replacement work without delay.

13. Sanctions

We shall not provide cover or be liable to provide indemnity or pay any claim or provide any benefit under this policy to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **Us** or any member of **Our** group to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the United Kingdom, United States of America or European Union.

14. Security

It is a condition precedent to **Our** liability for any claim resulting from fire, theft or malicious damage, that **You** must at all times ensure that:

- (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 strongroom are removed from the **Premises** whenever the **Premises** are left unattended
- (c) alterations or additions to or changes in or removal of security devices are advised to **Us** immediately.

15. Survey and Risk Improvement

It is a condition precedent to **Our** liability under this policy that:

- (a) as required by **Us**, **We** will be allowed access to the **Premises** to carry out a survey either:
 - (i) after inception of this policy
 - (ii) prior to or post renewal of this policy; or
 - (iii) the date **We** confirm cover in respect of an alteration made to this policy

GENERAL CONDITIONS

- (b) **You** will in respect of such survey:
 - (i) supply an appropriate contact name, contact telephone number and email address (where appropriate) to facilitate the survey
 - (ii) co-operate fully with **Us** during the visit on the agreed date(s); and
 - (iii) implement any risk improvement requirements set out in a risk improvement report forwarded after survey to **You** by **Us**, within the timescales specified therein and all risk improvement requirements remain in place and fully operational throughout the currency of this policy.

We reserve the right to amend terms, Definitions, Conditions, Clauses, Exclusions and premium, of this policy, or withdraw cover under this policy if **You** fail to comply with any of the above. If **We** exercise any of the above options, **We** will advise **You** in writing confirming the action being taken.

16. Vacant or Unoccupied Buildings

It is a condition precedent to **Our** liability that **You** will notify **Us** immediately upon becoming aware:

- (a) that the **Premises** are **Vacant or Unoccupied** and;
- (b) of any **Damage** to the **Vacant or Unoccupied Premises** whether such **Damage** is insured or not.

CLAIMS CONDITIONS

The following Claims Conditions are applicable to the whole policy.

1. Claims Procedure

It is a condition precedent to **Our** liability that following an incident that may result in a claim under this policy:

- (a) **You** must advise the police as soon as reasonably possible if there has been a theft, attempted theft, riot damage, vandalism or any malicious act or if any **Property Insured** has been lost outside the **Premises**
- (b) **You** must notify **Us** within 28 days of the event in the case of **Damage** caused by riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances or malicious persons
- (c) **You** must provide at **Your** own expense all details and evidence **We** may reasonably require
- (d) **You** must take all reasonable steps to mitigate the extent of any **Damage**
- (e) **We** are entitled to enter any building where **Damage** to **Property Insured** by this policy has occurred and to take possession of and deal with any salvage in a reasonable manner. No property may be abandoned to **Us**.

2. Fraudulent Claims

For the purposes of this Condition the definition of **'You/Your'** will also include any person who is entitled to benefit from the policy to the extent that a claim is made by or on their behalf.

If **You** or anyone acting on **Your** behalf makes a claim which is in any way fraudulent **We**:

- (a) will not pay the claim
- (b) may recover from **You** any sums already paid by **Us** in respect of the claim; and
- (c) may notify **You** that **We** are treating this policy as having terminated with effect from the time of the fraudulent act.

If **We** do treat this policy as having terminated **You** will have no cover under this policy from the date of termination and will not be entitled to any refund of premium.

Where a fraudulent claim is made by or on behalf of a person who is not the **Policyholder** this condition applies only to that person's claim and references to 'this policy' should be read as if they were references to the cover for that person alone and not to the policy as a whole.

Fraudulent claims include but are not limited to:

- (a) making a claim which is fraudulent, fictitious or known to be false
- (b) intentionally exaggerating or inflating a claim
- (c) supporting a claim with false or forged documents, information or statements
- (d) wilfully causing loss, **Damage** or injury.

3. Other Insurances

If **Damage** which is the subject of a claim under this policy is covered by any other insurance **We** will only pay **Our** rateable proportion of the claim.

4. Subrogation

We will be entitled to undertake in **Your** name or on **Your** behalf:

- (a) the defence or settlement of any claim
- (b) steps to enforce rights against any other party before or after payment is made by **Us**.

5. Terms not Relevant to Actual Loss

If payment of a claim is conditional upon compliance with any term of this policy **We** will not pay for any claim where the term has not been complied with except where the term concerned:

- (a) is operative only in connection with particular premises or locations;
- (b) is operative only at particular times; or
- (c) is intended to reduce the risk of particular types of **Damage**

where **We** will pay for claims in respect of which **You** can prove that non-compliance with the term could not have increased the risk of **Damage** which occurred.

GENERAL EXCLUSIONS

The following General Exclusions are applicable to the whole policy and are in addition to Section Exclusions.

This policy does not cover:

1. War Government Action and Terrorism

- (a) **Damage** to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any other costs directly or indirectly caused by or contributed to by or arising from:
 - (i) **War Government Action** or **Terrorism**
 - (ii) civil commotion in Northern Ireland.

For the purpose of this Exclusion:

War shall mean war invasion acts of foreign enemies hostilities or warlike operations (whether war be declared or not) civil war mutiny civil commotion assuming the proportions of or amounting to popular rising military rising insurrection rebellion revolution or military or usurped power.

Government Action shall mean martial law confiscation nationalisation requisition or destruction of property by or under the order of any government or public or local authority or any action taken in controlling preventing suppressing or in any way relating to war.

Terrorism shall mean:

- (a) any act or preparation in respect of action or threat of action designed to influence the government de jure or de facto of any nation or any political division of any nation, or in pursuit of political, religious, ideological, or similar purposes to intimidate the public or a section of the public of any nation by any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government de jure or de facto and which:
 - (i) involves serious violence against a person
 - (ii) involves serious damage to property
 - (iii) endangers a person's life other than that of the person committing the action
 - (iv) creates a serious risk to the health or safety of the public or a section of the public

- (v) is designed to interfere with or seriously disrupt an electronic system.
- (b) any action taken in controlling preventing suppressing or in any way relating to any act of Terrorism.

In any action suit or other proceedings where **We** allege that by reason of this exclusion as far as it relates to **Terrorism** any **Damage** or resulting loss or expense or other costs directly or indirectly caused by such event is not covered by this insurance the burden of proving that such **Damage** loss or expense is covered shall be upon **You**.

2. Radioactive Contamination

Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss of whatsoever nature directly or indirectly caused or occasioned by or happening through or in consequence of:

- (a) ionising radiations from or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- (b) the radioactive, toxic, explosive or other hazardous properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
- (c) any weapon or device employing atomic or nuclear fission and or fusion or other like reaction or radioactive force or matter
- (d) the radioactive toxic explosive or other hazardous or contaminating properties of any radioactive matter, but the exclusion in this paragraph (d) shall not extend to radioactive isotopes other than nuclear fuel when such isotopes are being prepared, carried, stored or used for commercial, agricultural, medical, scientific or other similar peaceful purposes
- (e) any chemical biological bio-chemical or electromagnetic weapon

3. Sonic Bangs

Damage caused by or consisting of pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

GENERAL EXCLUSIONS

4. Northern Ireland

Damage and any consequential loss in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of riot, civil commotion and (except in respect of **Damage** or any consequential loss by fire or explosion) strikers, locked-out workers, persons taking part in labour disturbances or malicious persons.

5. Confiscation & Nationalisation

Confiscation nationalisation or requisition by order of any government public municipal local or customs authority.

6. Electronic Risk

- (a) Loss, damage, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any:
 - (i) loss of, alteration of, or damage to or a reduction in the functionality, availability or operation of a **Computer System**, unless subject to the provisions of paragraph (b)
 - (ii) loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any **Data**, including any amount pertaining to the value of such **Data** unless subject to the provisions of paragraph (c).
- (b) Notwithstanding paragraph (a) above, and subject to all terms, Conditions and Exclusions of this policy or any endorsement thereto, this policy covers physical damage to property insured under this policy and any consequential loss directly resulting therefrom where such physical damage is directly occasioned by any of the **Defined Perils** as described below.
- (c) Notwithstanding sub paragraph (a) (ii) above, in the event that hardware or the **Data** storage device of a **Computer System** insured under this policy sustains physical damage caused by a **Defined Peril** which results in damage to or loss of **Data** stored on that hardware or the **Data** storage device, then the damage to or loss of such **Data** shall be recoverable hereunder and the basis of valuation for the recovery of the damaged or lost **Data** shall only be the costs of reproducing **Data** if such costs

are indemnified under this policy. Such costs shall include all reasonable and necessary expenses incurred in recreating, gathering or assembling such **Data**, but does not include the value of the **Data to You** or any other party even if such **Data** cannot be recreated, gathered or assembled.

For the purposes of this Exclusion the following Definitions apply:

Computer System means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.

Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a **Computer System**.

Defined Peril means fire, lightning, explosion, aircraft or vehicle impact, falling objects, windstorm, hail, tornado, cyclone, hurricane, earthquake, volcano, tsunami, flood, freeze or weight of snow.

7. Marine

Damage to property which at the time of the happening of the **Damage** is insured by any marine policy or policies (or would but for the existence of this policy) except in respect of any excess beyond the amount which would have been payable under the marine policy or policies had this policy not been effected.

8. Pollution or Contamination

Damage caused by pollution or contamination but this shall not exclude destruction of or **Damage** to the **Property Insured**, not otherwise excluded, caused by:

- (a) pollution or contamination which itself results from a **Defined Peril**; or
- (b) a **Defined Peril** which itself results from pollution or contamination.

GENERAL EXCLUSIONS

For the purposes of this Exclusion the following Definition applies:

Defined Peril means fire, lightning, explosion, aircraft or other aerial devices or articles dropped therefrom, earthquake, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons other than thieves, theft or attempted theft, storm, flood, escape of water from any tank apparatus or pipe, escape of oil from any fixed heating installation, Impact including by any road vehicle or animal.

9. Unexplained Losses

Loss or damage caused by disappearance, unexplained loss, inventory shortage, misfiling or misplacing of information.

10. Communicable Disease

- (a) any loss, damage, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with:
- (i) a **Communicable Disease**; or
 - (ii) the fear or threat (whether actual or perceived) of a **Communicable Disease**

regardless of any other cause or event contributing concurrently or in any other sequence thereto.

The above exclusion includes, without limitation to the scope of the foregoing:

1. any cost to clean up, detoxify, remove, monitor or test:
 - (a) for a **Communicable Disease**; or
 - (b) any property insured hereunder that is affected by such **Communicable Disease**,

and

2. any measures taken by any governmental, public or other authority or any other person for the prevention, suppression, mitigation, cleaning or removal of any **Communicable Disease**.

- (b) However, paragraph (a) shall not apply to physical loss or destruction of, or physical damage to, property and any resulting consequential loss, to the extent that **You** establish that such physical loss, destruction or damage was directly caused by:

- (i) Terrorism (as defined in this policy), or
- (ii) a **Defined Peril** as described below

where specifically insured by this insurance.

All other terms, Conditions and Exclusions of the insurance remain the same.

For the purposes of this Exclusion the following Definitions apply:

Communicable Disease means any type of disease or illness which can be transmitted by means of any substance or agent from any organism to another organism where:

- (a) the substance or agent includes, but is not limited to, any pathogen, virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
- (b) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas, or between organisms, and
- (c) the disease, illness, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property of any type.

Defined Peril means one of the following perils if specifically insured by this insurance:

Fire (howsoever caused); lightning; explosion; aircraft and aerial devices dropped from them; riot; civil commotion; strikers; damage caused by malicious persons; windstorm; rainstorm; hail; tornado; cyclone; typhoon; hurricane; earthquake; seaquake; seismic and/or volcanic disturbance/ eruption; flood (howsoever caused); freeze; ice storm; weight of snow or ice; avalanche; meteorite or asteroid impact; landslip; landslide; mudslide; escape of water, oil or hydraulic fluid from any tank, apparatus or pipe; sprinkler leakage; impact by any road vehicle or animal; theft or attempted theft; mechanical or electrical breakdown; subsidence; heave; implosion; or collapse.

SECTION 1: ALL RISKS

Cover

We will pay for **Damage** to **Property Insured** specified in the **Schedule** occurring at the **Premises** or the **Territorial Limits** as specified in the **Schedule**.

Extensions

The following Extensions apply to this Section.

Basis of Settlement Clauses

Average

Each item of property insured under this Section is similarly but separately subject to Average as specified in General Condition 3.

Basis of Claims Settlement

1. In the event of **Damage** to **Property Insured** the basis upon which the amount payable will be calculated will be:
 - (a) portfolios, negatives and transparencies – the value of the materials only, together with the cost incurred in the reinstatement of such property for an amount not exceeding £300 any single article or the sum insured on such property in total
 - (b) pre-owned property insured – the cost of a replacement item of similar value, function, quality, age and condition as the insured item immediately prior to **Damage**
 - (c) all other property – the cost of repairing or replacing the property equal to its condition when new provided that:
 - (i) this is carried out without delay and in the most economical manner
 - (ii) when property is subject to partial **Damage** **Our** liability will not exceed the estimated replacement cost which would have been payable had it been wholly lost or destroyed
 - (iii) until replacement has been carried out no payment will be made beyond the amount which would be payable if an allowance were made for wear, tear or depreciation

- (iv) in the event of loss, destruction or damage to any article forming part of a set the basis of settlement shall be a reasonable and fair assessment of the value of that article as part of the set but in no event shall the amount payable represent the total value of the set
- (v) where for any reason no payment is to be made on the basis of repair or replacement as new (liability being otherwise admitted) then **Our** liability will be arrived at as if this basis of claims settlement had not been incorporated herein and the basis of claims settlement shall then be deemed to read as follows:

In the event of **Damage** to property insured by this Section **We** will pay the cost of repairing or replacing the property at the time of **Damage** after due allowance for wear, tear or depreciation.

Maximum Amount Payable

The most **We** will pay in respect of any one occurrence will not exceed the sum insured shown in **Your Schedule** for any one item.

SECTION 1: ALL RISKS

Exclusions

The following Exclusions apply to this Section in addition to the General Exclusions at the front of this policy.

This Section does not cover:

1. **Damage** caused by or consisting of:

- (a) frost, wear, tear, depreciation or diminution in value
- (b) inherent vice, latent defect, defective design, plan or specification or the use of faulty materials
- (c) faulty or defective workmanship, operational error or omission on the part of **You** or any member of **Your Family**
- (d) denting, mechanical or electrical defect, failure, breakdown or derangement
- (e) any gradually operating cause, including (but not restricted to) atmospheric or climatic conditions, dry or wet rot, fungus, rust, corrosion, woodworm, moths, insects, vermin or pests, marring, scratching, magnetic fields, sand or grit
- (f) any process involving heating, drying, cleaning, dyeing, staining, repairing, restoring, renovating, fitting, installation, testing, commissioning, alteration or maintenance of any property
- (g) use of any article contrary to manufacturers' instructions
- (h) storm or flood unless the property is contained in an enclosed vehicle or in a building
- (i) change in temperature, colour, flavour, texture or finish

2. **Damage** by theft or attempted theft:

- (a) to any property away from the **Premises** unless:
 - (i) the property is in **Your** personal custody or the personal custody of any member of **Your Family**

- (ii) contained in a securely locked or occupied building

and involves forcible and violent entry to or exit from the building or assault, violence or threat thereof towards **You** or any member of **Your Family**

- (iii) from halls of residence or shared or rented accommodation where the value of the **Property Insured** exceeds £500, unless all security devices are put into full and effective operation and such theft or attempted theft involves forcible and violent entry to or exit from the building

- (b) from any unattended building unless all security devices are put into full and effective operation and such theft or attempted theft involves forcible and violent entry to or exit from the building

- (c) from any unattended **Vehicle** being any **Vehicle** with no person in charge or keeping the **Vehicle** under observation and able to observe or prevent any attempt by any person to interfere with the **Vehicle**:

- (i) occurring between 2200 hours and 0600 hours
- (ii) unless all windows and other openings have been closed, all doors have been secured and any other protective devices put into full and effective operation
- (iii) unless any property insured by this Section is secured in the locked boot, storage compartment or closed glove compartment; (the luggage space at the rear of an estate car or hatchback under the top cover and out of view is deemed to be a locked boot) and **Damage** involves forcible

SECTION 1: ALL RISKS

and violent entry to or exit from the **Vehicle** and there is physical evidence to support this

- (iv) where the total value of the **Property Insured** exceeds £7,500, unless such property is specified in the **Schedule**

3. breakage of valves, bulbs or watch glass
4. tapes, cassettes, cartridges, films (exposed or otherwise) or batteries unless specified in the **Schedule**
5. cosmetic damage that does not affect the purpose of the portfolio item(s)
6. cosmetic damage that does not affect the operation of the **Property Insured**, including superficial scratches and dents
7. any drone or unmanned aerial vehicle (UAV) including any **Property Insured** attached thereto, unless agreed by **Us**.
8. losses not directly associated with the incident that caused **You** to claim
9. the **Excess** in respect of:
 - (a) **Damage to Property Insured** – 10% of the agreed claim subject to a minimum of £50 and a maximum of £150
 - (b) **Damage to Property Insured** as a result of theft or attempted theft from any **Vehicle** – 10% of the agreed claim subject to a minimum of £100 and a maximum of £500.



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