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# Amateur Photographers and Amateur Astronomers Insurance Policy Wording

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Arranged by:



**GLOVER & HOWE**  
INSURANCE SERVICES

# Amateur Photographers & Amateur Astronomers Policy

## Introduction

Thank **you** for insuring **your** equipment with Covea Insurance plc.

Please keep this policy in a safe place since it contains important information about **your** insurance protection.

**You** should check the policy schedule carefully. It shows those sections under which **you** are covered. **We** will issue a replacement **schedule** if **you** change **your** cover in the future.

## Our promise of satisfaction and service

If this policy does not meet **your** needs, **you** have the right to cancel it within 21 days from the date it begins (as stated in the **schedule**) or from the date **you** receive this policy document, whichever is the later.

If **you** cancel in this period **you** will receive a full refund of premium but if there has been an incident which has resulted or could have resulted in a claim, **you** must reimburse **us** for any amounts **we** have paid or may be required to pay, in respect of the incident. For more information on cancellation, please refer to Page 8.

**To ensure we maintain a high quality service, we may monitor or record telephone calls.**

## Your agreement with us

**We** will insure **you** in accordance with the policy terms and conditions in respect of the sections of cover as shown in the **schedule** as applying to **you** against loss or damage occurring thereunder during any **period of insurance** for which **you** have paid or agreed to pay a premium.

Prior to **us** accepting this policy of insurance, **you** provided **us** with answers to a number of questions **we** asked. **We** may also have made certain assumptions about **you**. **Your** answers and any assumptions **we** have made are recorded in a Statement of Fact which **we** will issue to **you** at the commencement of this policy. It is important that these answers have been provided honestly and, having taken reasonable care, to the best of **your** knowledge. It is equally important that any assumptions **we** have made, accurately reflect **your** circumstances, to the best of **your** knowledge. **You** should therefore check this Statement of Fact carefully to ensure that **we** have recorded **your** details accurately and completely.

If **we** find out during the **period of insurance** that any answers to the questions **we** have asked **you**, or any assumptions **we** may have made about **you**, as recorded in the Statement of Fact, are incorrect or incomplete, **your** policy may be cancelled or treated as if it never existed, or a claim rejected or not fully paid.

**We** reserve the right to decline cover or change the premium and terms if **you** change the information contained in the Statement of Fact.

## Changes

**We** have agreed this policy with **you** on the basis of the information **you** have provided to **us** as recorded in the Statement of Fact.

Please tell **us** immediately if you become aware of:

- anything which is incorrect, incomplete or omitted from the information originally provided by **you** and contained in the Statement of Fact: or
- any changes in **your** circumstances which may increase the possibility of loss, damage or liability covered by this policy.

Please refer to the Change in Risk Condition as stated on Page 8.

## Confidentiality

**We** promise complete confidentiality and security in all matters relating to **your** insurance arrangements.

## The Contract

**Your** policy is evidence of the contract that is in place between **us**. The policy, the **schedule**, including any specific terms and conditions stated, should be read together as one document.

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# Customer Service Information

## Covea Insurance plc

Covea Insurance plc is registered in England and Wales under number 613259. It underwrites general insurance business. It is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. The Financial Conduct Authority and Prudential Regulation Authority are independent watchdogs that regulate financial services.

**Our** Financial Services Register number is 202277. **You** can check this on the Financial Services Register by visiting the Financial Conduct Authority website [www.fca.org.uk](http://www.fca.org.uk) or by contacting the Financial Conduct Authority on 0800 111 6768.

Registered Office: Norman Place, Reading, Berkshire RG1 8DA

## Glover & Howe Insurance Services

This policy is arranged for **you** by Glover & Howe Insurance Services ('Glover & Howe').

Glover & Howe Insurance Services is a trading name of Glover & Howe Ltd.

Glover & Howe Ltd's Registered Office is Glover & Howe, 47 Butt Road, Colchester, CO3 3BZ.

It is authorised and regulated by the Financial Conduct Authority. It appears on the Financial Services Register under number 562289. You can check this on the Financial Services Register by visiting the Financial Conduct Authority website [www.fca.org.uk](http://www.fca.org.uk) or by contacting the Financial Conduct Authority on 0800 111 6768.

## Accessibility

**We** are able to provide, upon request, audio tapes, large print and Braille documentation. Please advise **us** if **you** require any of these services to be provided so that **we** can communicate in an appropriate manner. Alternatively, if **you** have hearing or speech difficulties and have access to a text telephone **you** can call any of **our** numbers using the text relay service operated by Action on Hearing Loss (formerly known as RNID).

## Law applicable to the contract

**We** propose to choose English law as the law applicable to the contract unless **we** agree another choice of law with **you** prior to the start date.

## Financial Services Compensation Scheme

**We** are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme if **we** cannot meet **our** obligations. This depends on the type of business and the circumstances of the claim. Further information about compensation scheme arrangements is available from the Financial Services Compensation Scheme.

## Notification of a claim

If **you** have a claim, or are aware of an incident that could result in a claim, please contact Glover & Howe on 01206 814500 or Covea Insurance plc on 0330 134 8187.

To ensure **we** maintain a high quality service, **we** may monitor or record telephone calls.

From the moment **you** or **your** insurance broker call, **we** will take full responsibility for dealing with **your** claim. When **you** telephone please ensure **you** have **your** policy number and details of the claim to hand.

**We** will:

- confirm whether the event is insured
- if necessary, arrange for a loss adjuster to contact **you**
- give **you** advice on how **your** claim will be dealt with and any excess **you** may have to pay.

In most cases **you** will need to complete a claim form.

If **we** cannot settle immediately, **your** claim will be under the personal control of a nominated claims handler who will manage the whole claim and will act as **your** point of contact. **We** will give **you** regular progress reports and settle **your** claim as fairly and promptly as possible.

# Customer Service Information

## Enquiries or complaints

If **you** have an enquiry or complaint regarding:

- the suitability of this policy for **your** needs; or
- the information and advice **you** received whilst it was originally being discussed; or
- the operation or administration of the policy;

or an enquiry concerning a claim that **you** may have made **you** should contact Glover & Howe by telephone on 01206 814500, or by writing to them at, 4 St Peters Court, St Peters Street, Colchester, Essex, CO1 1WD.

If **your** complaint relates to the cover under this policy or the way a claim is/has been handled **you** should contact **us**:

The Customer Services Manager,  
Covea Insurance plc,  
50 Kings Hill Avenue,  
Kings Hill,  
West Malling,  
Kent  
ME19 4JX

or telephone **us** on 0330 134 8194  
or email **us** at [information@coveainsurance.co.uk](mailto:information@coveainsurance.co.uk)

A copy of Covéa Insurance's complaints handling procedure is available on request.

Please be ready to provide all relevant details of **your** policy and in particular **your** policy number (if allocated) to help **your** enquiry or complaint to be dealt with speedily.

**You** may have the right to refer it to the

Financial Ombudsman Service

Exchange Tower

Harbour Exchange Square

London

E14 9SR;

telephone numbers

0800 023 4567 (calls to this number are normally free for people calling from a "fixed line" phone but charges may apply if **you** call from a mobile phone)

0300 123 9123 (calls to this number are charged at the same rate as 01 or 02 numbers on mobile phone tariffs).

Website [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Following this procedure will not affect **your** legal rights.

Nothing in the terms and conditions of this policy will reduce **your** statutory rights relating to faulty or mis-described goods or services. For further information about **your** statutory rights, **you** should contact **your** local authority Trading Standards Department or Citizen's Advice Bureau.

# Customer Service Information

## How we use your information

The personal information, provided by **you**, is collected by or on behalf of Covéa Insurance 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 and for research, or statistical purposes.

**We** may also share **your** information with reinsurers and regulators, as required by law. From time to time **we** may need to undertake some of the processing of **your** data in countries outside of the European Economic Area, and in such cases **we** will ensure that there is an agreement in place which gives equivalent assurances as found in the Data Protection Act 1998.

**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**. **We** will collect sensitive information when dealing with **your** policy; **we** will however only collect information that is relevant to **your** policy, its administration or claims handling.

**Your** personal information will be kept secure at all times.

### Fraud Prevention and Detection

In order to prevent or detect fraud **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 out further details 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 by contacting Covéa Insurance.

### Disclosure of Other People's Personal Information

**You** should show this notice to anyone whose personal information **you** provide to us. **You** must ensure that any such information **you** supply relating to anyone else is accurate and that **you** have obtained their consent to the use of their data for the purposes set out above.

### Your Rights

Under the Data Protection Act 1998 **you** have the right of access to the personal information held about **you** by us. **You** can exercise this right by contacting us. **We** will make a charge of **£10** for dealing with these requests. **You** have the right to request that **we** correct any inaccuracies in the personal information **we** hold about **you**. Please contact **your** broker or Covéa Insurance if **your** personal information needs updating.

### Consent

By providing **us** with information, **you** also provide **us** with **your** consent and that of any other person whose information **you** provide, to the personal information being used for the purposes set out above.

### How to Contact Us

If **you** would like some more detailed information on how **we** share **your** personal information, please visit [www.coveainsurance.co.uk/dataprotection](http://www.coveainsurance.co.uk/dataprotection).

If **you** have any concerns about **our** use of **your** information please write to  
Customer Relations, Covéa Insurance, 50 Kings Hill Avenue, Kings Hill, West Malling, Kent ME19 4JX.  
Telephone: 0330 134 8194.

If **you** contact Covéa Insurance by telephone **your** call may be recorded for training and evidential purposes.

# Definitions

<b>act of terrorism</b>	means acts of persons acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of Her Majesty's government in the United Kingdom or any other government de jure or de facto
<b>intruder alarm installation</b>	means the component parts of the alarm including the means of communication used to transmit signals
<b>keys</b>	means devices, implements or instruments designed and intended to operate locking mechanisms
<b>period of insurance</b>	means the period stated in the schedule or any other period for which <b>we</b> have agreed to accept and for which <b>you</b> have paid or agreed to pay a premium
<b>pollution or contamination</b>	means pollution, contamination, sooting, deposition, impairment with dust, chemical precipitation, poisoning, epidemic and disease (including but not limited to foot and mouth disease), adulteration, impurification, or limitation or prevention of the use of objects because of hazards to health
<b>premises</b>	means that part of the buildings, situated at the risk address or locations stated in the schedule, occupied by <b>you</b> and at which the <b>property insured</b> is normally kept
<b>property insured</b>	means any make or type of photographic or astronomy and associated equipment including computers, printers, telescopes, video cameras or camcorders, sound recording equipment, televisions, projectors, unexposed films, props, portfolio, negatives or transparencies as shown in the schedule under Section 1 being <b>your</b> property or the property of <b>your family</b> or for which <b>you</b> or a member of <b>your family</b> are legally responsible but excluding property on loan to or hired by <b>you</b> or a member of <b>your family</b>
<b>territorial limits</b>	means Great Britain, Northern Ireland, the Isle of Man or the Channel Islands or any individual trip undertaken anywhere in the world not exceeding sixty days at any one time excluding countries where the Foreign Office of the British Government recommends, prior to the commencement of any journey, against travel to such countries or travel only where essential
<b>unattended vehicle</b>	means any <b>vehicle</b> left without <b>you</b> or an authorised, responsible adult remaining therein
<b>warranty</b>	means an obligation imposed upon you by way of a clause which may be attached to your policy which requires you to undertake to do or not do certain things or which relates to the existence or absence of a certain state of affairs. Every <b>warranty</b> attached to your policy must be complied with throughout the <b>period of insurance</b>
<b>we/us/our</b>	means Covea Insurance plc
<b>you/your/yours</b>	means the person named in the schedule
<b>your family</b>	means the spouse, partner, children, parents and other relatives permanently living with the insured

# General Conditions

## Applicable to all sections

### Cancellation

**You** may cancel this policy by giving written instructions to Glover & Howe, 4 St Peters Court, St Peters Street, Colchester, Essex, CO1 1WD or to **us** at Covea Insurance plc, 50 Kings Hill Avenue, Kings Hill, West Malling, ME19 4JX.

**You** may cancel this policy within 21 days from the date it begins or from the date **you** receive the policy document and **schedule**, whichever is the latter, returning the policy document and **schedule** to Glover & Howe or **us** at the above addresses.

**You** will receive a refund for the exact number of days left on the policy plus the prevailing rate of Insurance Premium Tax as stated on **your** policy **schedule** but if there has been an incident which has resulted or could have resulted in a claim, **you** must reimburse **us** for any amounts **we** have paid or may be required to pay, in respect of the incident.

In the event of cancellation by **you** after the 14 day period described above or cancellation by **us** at any time, **we** will refund a pro rata proportion of the premium paid in respect of the unexpired term of this policy unless a claim or an incident likely to give rise to a claim has occurred during the current **period of insurance**.

If **you** are paying by monthly instalments **we**:

- a) will stop applying for **your** monthly premium
- b) may exercise **our** right to collect the balance of any outstanding premium in the event of a claim.

If **you** have agreed to pay the premiums by instalments and any one instalment still remains unpaid 14 days after it was due **we** reserve the right to cancel **your** policy with effect from the date upon which the unpaid instalment was due. In that event **we** will send **you** written notice of cancellation by recorded delivery letter.

**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:

- a) not
  - i. paying a premium when it is due
  - ii. 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
  - iii. taking all reasonable precautions to prevent or minimise **damage, bodily injury** or liability as required by General Condition of Reasonable Care of this policy  
and failing to put this right when **we** ask **you** to by sending **you** seven days written notice to **your** last known address.
- b) use of threatening or abusive behaviour or language, or intimidation or bullying of **our** staff or suppliers.

If **we** cancel **your** policy, **we** will refund the premium for the exact number of days left on the policy plus the prevailing rate of Insurance Premium Tax as stated on **your** policy **schedule**.

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**, **we** will not refund any part of the premium.

If **you** have a Loan Agreement with Covéa Insurance to pay for **your** insurance, outstanding monies may be owed when **your** policy is cancelled. They must be paid to Covéa Insurance as described in **your** Loan Agreement.

### Change in Risk Condition

**You** must notify Glover & Howe or **us** immediately of any changes in circumstances which may increase the possibility of loss or damage covered by this policy. For example, **we** would need **you** to notify **us**:

- if **you** undertake any photography on a professional basis, or
- **you** or anyone living with **you** uses the camera equipment and accessories for hazardous activities (underwater, aerial and mountaineering, etc) where the risk of loss or damage is increased, or
- if the property where the equipment is ordinarily kept
  - is not occupied solely by **you** or members of **your** immediate 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, or

# General Conditions

## Applicable to all sections

### Change in Risk Condition (continued)

- if **you**:
  - have been convicted of any criminal offence (other than a motoring conviction or one which is deemed to be spent under the Rehabilitation of Offenders Act) or have any such prosecution pending, or
  - have been declared bankrupt, entered into an IVA (Individual Voluntary Agreement) or become subject to bankruptcy proceedings, or
  - have been the subject of a County Court Judgement (or Scottish equivalent) or if there are any proceedings pending, or
- if **you** have suffered loss of or damage to **your** photographic equipment or any other property insured by **your** policy which **you** have not previously notified **us** of.

These are just some examples and there may be other circumstances **we** would want **you** to tell **us** about. If **you** are in any doubt please contact Glover & Howe as a failure to notify **us** of any such changes could lead to **your** policy being cancelled, or a claim rejected or not fully paid. **We** recommend that **you** keep a copy or a record of all information **you** give to **us**.

### Claims

It is a condition precedent to **our** liability that in the event of a claim or possible claim **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**
- advise **us** as soon as reasonably possible
- not admit or repudiate liability without **our** written consent
- inform **us** immediately of any claim being made, or of any impending prosecution, inquest or fatal accident inquiry. All documentation relating to any accident, claim, prosecution or court proceedings must be sent to **us** immediately, unacknowledged
- provide at **your** own expense all assistance, details and evidence **we** may reasonably require
- take all reasonable steps to mitigate the extent of any **damage**.

### Contracts (Rights of Third Parties) Act 1999

No person, persons, company or other party who is not named as the Insured in this policy will have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms or conditions of this policy against **us**. This will not affect any right or remedy of a third party that exists or is available apart from that Act.

### Death of the Insured

In the event of **your** death **we** will, in respect of liability or loss incurred by **you**, indemnify **your** personal representatives in the terms of and subject to the limitations of this policy, provided that such personal representatives shall, as though they were **you**, observe, fulfil and be subject to the terms and conditions of the policy as far as they can apply.

### Excess clause

Where stated in the **schedule you** will be responsible for paying an **excess** in relation to each and every claim made by **you** under this policy. If a claim is made for **damage** under more than one section resulting from the same cause and at the same time, **you** will only pay one **excess** and if different **excesses** apply, **you** will pay the higher amount.

### Fraud

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 been 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 named as the Insured in the **schedule**, 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 **damage** or injury

# General Conditions

## Applicable to all sections

### Law applicable

Under United Kingdom law the parties to the contract have the right to choose the law which should apply. In the absence of any agreement to the contrary, English law will apply.

### Other insurance

**We** will not pay for any **damage**, legal liability or other event giving rise to a claim covered under this policy if **you** are entitled to be paid by any other insurance which covers the same **damage**, legal liability or other event.

### Other interests (to be declared)

The financial interest of any mortgagee(s), freeholder(s), leaseholder(s) or other party having a similar financial interest, as declared to **us**, is deemed to be noted in the insurance provided under the relevant section of this policy.

### Reasonable care

It is a condition precedent to **our** liability that **you** must at all times

- take all reasonable precautions to prevent **damage**, accident or **bodily injury**
- keep the **premises, buildings** and other maintainable property which is insured by this policy in a satisfactory state of repair
- comply with all relevant statutory requirements and other regulations imposed by any authority and manufacturers' recommendations all relating to the use, inspection and safety of property and the safety of persons
- as soon as possible after discovery, cause any defect or danger to be made good or remedied and in the meantime arrange for additional precautions to be effected as the circumstances may require
- exercise due care in the selection and supervision of **employees**.

### 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

- **you** undertake to pay the appropriate additional premium
- **you** immediately implement any recommendations **we** make to prevent further **damage** and effect all repair or replacement work without delay.

### Rights

**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**.

### 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

- security devices are put into full and effective operation whenever the **premises** are closed for **business** or left unattended
- 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 closed for **business** or left unattended
- fire break doors and shutters in the **buildings** are maintained in efficient working order and that the openings protected by such doors and shutters are kept clear of obstruction at all times and that all such doors and shutters other than those fitted with fusible links are kept closed except during **business hours**
- alterations or additions to or changes in or removal of security devices are advised to **us** immediately in writing.

### Subjectivity

**We** will clearly state in the **schedule** if the cover provided by this policy is subject to **you**

- providing **us** with any additional information requested by a required date(s)
- completing any actions agreed between **you** and **us** by a required date(s)
- allowing **us** to complete any actions agreed between **you** and **us**.

If required by **us**, **you** must allow **us** access to the **premises** and/or the **business** to carry out a survey(s) within 60 days of the inception or renewal date unless **we** agree otherwise in writing.

Upon completion of these requirements (or if they are not completed by the required date(s)) **we** may, at **our** option

- modify **your** premium
- issue a mid-term amendment to **your** policy or section terms and conditions
- require **you** to make alterations to the insured **premises** by the required date(s)
- exercise **our** right to cancel the policy
- leave the policy or section terms and conditions and the premium unaltered.

# General Conditions

## Applicable to all sections

### Subjectivity (continued)

**We** will contact **you** with **our** decision and where applicable specify the date(s) by which any action(s) agreed needs to be completed by **you** and/or any decision by **us** will take effect.

**Our** requirements and decisions will take effect from the date(s) specified unless and until **we** agree otherwise in writing. If **you** disagree with **our** requirements and/or decisions **we** will consider **your** comments and where **we** consider appropriate will continue to negotiate with **you** to resolve the matter to **your** and **our** satisfaction.

In the event that the matter cannot be resolved

- **you** have the right to cancel this policy from a date agreed by **you** and **us** and provided no claims have been made **we** will refund a proportionate part of the premium paid for the unexpired period of cover
- **we** may at **our** option exercise **our** right under the General Condition of Cancellation of this policy.

Except where stated, all other policy and section terms and conditions will continue to apply.

This condition does not affect **our** right to void the policy if **we** discover information material to **our** acceptance of the risk.

### Subrogation

**We** may take over and deal with, in **your** name, the defence or settlement of any claim. **We** will pay any costs and expenses involved. **We** may also start proceedings in **your** name to recover, for **our** benefit, the amount of any payment **we** have made or are likely to make under this policy.

### Terms Not Relevant to a 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, bodily injury** or liability and where **you** can prove that non-compliance with the term could not have increased the risk of the **damage, bodily injury** or liability which occurred.

### Underinsurance

If at the time of any **damage**, the sum insured is less than the actual reinstatement cost of the **property insured** including any additional costs for removal of debris and architects' and surveyors' fees where applicable, **you** will be considered as being **your** own insurer for the difference and will bear a proportionate share of the loss.

## NO CLAIM 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:

- No claim in the preceding period of insurance - 5%
- No claim in the preceding two consecutive periods of insurance - 10%
- No claim in the preceding three consecutive periods of insurance - 15%

# General Exclusions

## What you are not covered for

1. loss, destruction or damage to property or any cost or expense, or bodily injury directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss
  - a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
  - b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
  - c) any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
  - d) war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power
  - e) an **act of terrorism** or any action taken in controlling, preventing, suppressing, retaliating against, responding to or in any way relating to an act of terrorism. If **we** allege that by reason of this sub-paragraph any loss, destruction or damage is not covered by this policy the burden of proving the contrary shall be upon **you**
  - f) pressure waves caused by aircraft or other aerospace devices travelling at sonic or supersonic speeds
  - g) confiscation, nationalisation or requisition by order of any government or public, municipal, local or customs authority
  - h) erasure, loss, distortion or corruption of information on, or reduction in the functionality, availability or operation of any computer system, or any hardware, program, software, data, information repository, disk, microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the insured or not, caused by the malicious introduction or incursion of any unauthorised, unintended, undesired or unexpected program, instruction or command or any other computer or electronic virus.
2. loss, destruction or damage to property caused by **pollution or contamination** except (unless otherwise excluded) loss, destruction or damage to the **property** insured caused by
  - a) **pollution or contamination** which itself results from a contingency hereby insured against (other than by leakage of oil or by accidental damage to underground service pipes or cables) which comprises a sudden, identifiable, unintended and unexpected event and occurs in its entirety at a specific time and place during the **period of insurance**
  - b) any contingency hereby insured against (other than by leakage of oil or by accidental damage to underground service pipes or cables) which itself results from **pollution or contamination**.
3. loss, destruction or damage
  - a) to property undergoing any process involving the application of heat
  - b) to any electrical machine or apparatus or component thereof occasioned by its over-running, excessive pressure, short-circuiting or self-heating not resulting in fire
  - c) arising from theft or attempted theft where you or your family or household be concerned as principal or accessory
  - d) due to disappearance, unexplained loss, inventory shortage, misfiling or misplacing of information
4. loss, destruction or damage or any expense happening in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of riot, civil commotion and (except in respect of loss destruction damage expense by fire or explosion) strikers, locked out workers or persons taking part in labour disturbances or malicious persons.
5.
  - a) loss, destruction or damage
  - b) consequential loss, additional expenditure or extra expenses
  - c) legal liability
  - d) other fees, costs, disbursements, awards or other expenses of whatsoever naturedirectly or indirectly caused by or consisting of or contributed to by or arising from the failure in whole or in part of –
  - i) any computer
  - ii) any data processing equipment or media, microchip, integrated circuit or similar device
  - iii) any computer softwarewhether **your** property or not and whether occurring before, during or after the year 2000 to achieve all or any of the purposes and effects intended by the use of any number and/or word to denote a date, including the failure to –
  - i) correctly recognise any date as its true calendar date
  - ii) recognise, capture, save, retain or restore and/or correctly to manipulate, interpret, calculate or process any data or information or command or instruction as a result of treating any date otherwise than its true calendar date
  - iii) recognise, capture, save, retain, restore and/or correctly to manipulate, interpret, calculate or process any data or information as the result of the operation of any command which has been programmed into any computer software or hardware being a command which causes the loss of data or the inability to recognise, capture, save, retain, restore or correctly to manipulate, interpret, calculate or process any data on or after any date

but this shall not exclude subsequent loss, destruction or damage to property specifically insured by any item, section or endorsement of this policy which itself results from the following contingencies or perils -

Fire, lightning, explosion, aircraft and other aerospace devices or articles dropped therefrom, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons, earthquake, subterranean fire, impact by any mechanically propelled vehicle or by goods falling therefrom or by animals, theft or any attempt thereat, storm, flood, or escape of water or oil from any pipe tank or apparatus.

# All Risks - Equipment

## What you are covered for

Loss, destruction or damage to the **property insured** described in the schedule caused by any accident or misfortune occurring within the **territorial limits** shown in the schedule as applicable to the **property insured**.

## Limit of liability

**Our** liability in respect of any one occurrence will not exceed the sum insured against each item in the schedule nor in all the aggregation of the sums insured by this section.

## Basis of claims settlement

Following loss, destruction or damage insured by this section and subject to the adequacy of the sums insured and to the Limit of liability **we** will pay the cost of repairing or replacing the property equal to its condition when new provided that

- a) this is carried out without delay and in the most economical manner
- b) when property is partially lost, destroyed or damaged **our** liability shall not exceed the estimated replacement cost which would have been payable had it been wholly lost or destroyed
- c) until replacement has been carried out no payment shall be made beyond the amount which would be payable if an allowance were made for wear, tear or depreciation
- d) 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 -

following loss, destruction or damage insured by this section and subject to the adequacy of the sums insured and to the Limit of liability **we** will pay the cost of repair or replacement of the property at the time of the loss, destruction or damage after due allowance for wear, tear or depreciation.

## What you are not covered for

1. loss, destruction or damage caused by or consisting of
  - a) wear, tear or 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 **your** part or on the part of **your family**
  - d) marring, scratching, denting, mechanical or electrical defect, failure, breakdown or derangement
  - e) atmospheric or climatic conditions or any other gradually operating cause, rot, fungus, rust, corrosion, woodworm, moths, insects, vermin, pests, magnetic fields, sand or grit
  - f) any process involving heating, drying, cleaning, dyeing, staining, repairing, restoring, renovating, fitting, alteration or maintenance of any property
  - g) use of any article contrary to manufacturers' instructions
  - h) change in temperature colour flavour texture or finish
2. loss, destruction or damage to tapes, cassettes, cartridges, films (exposed or otherwise) or batteries unless specified in the schedule
3. loss, destruction or damage by theft or attempted theft from any **unattended vehicle**
  - a) occurring between 2200 hours and 0600 hours
  - b) unless the vehicle is a car or van of a fully enclosed type (excluding convertible or soft top vehicles) with all doors, windows and any other openings shut and securely locked and fastened with all security devices therein or thereon in full and proper operation, the property is concealed out of sight in a locked boot or other compartment (the area at the rear of an estate type car or hatchback under the top cover and out of view is deemed to be a locked boot), and the loss, destruction or damage is caused by the use of force or violence of which there is visible evidence which has been confirmed to us
  - c) involving **property insured** for an amount exceeding £7,500 unless stated otherwise in the schedule
4. more than £500 in respect of loss, destruction or damage by theft or attempted theft from any halls of residence or shared or rented accommodation 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
5. breakage of valves, bulbs or watch glasses
6. losses not directly associated with the incident which caused you to claim
7. the first amount of each claim for theft from any motor vehicle, being 10% of the agreed claim subject to a minimum of £100 and a maximum of £500
8. the first amount of each other claim, being 10% of the agreed claim subject to a minimum of £50 and a maximum of £150.



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