

POLICY WORDING

DEMANDS AND NEEDS - PRODUCT SUITABILITY

This product meets the demands and needs of those who primarily want to protect their professional photographic equipment against theft, loss or accidental damage

INTRODUCTION

Welcome to **Your** professional photographic cover. Here **You** will find all the relevant information for the cover **You** have chosen. **We** are delighted to be **Your** provider of choice and detailed below **We've** outlined exactly how **We** can help look out for **You**. Don't hesitate to contact **Us** if there is any way **We** can help.

This is a master policy wording showing all sections of cover available. Some sections may not be applicable to Your chosen insurance product.

Please read this in conjunction with the Insurance Product Information Document (IPID) and check Your Policy Schedule carefully (Your Policy Cover and Optional Benefits) to ensure You understand which sections apply to You.

WHAT YOU SHOULD DO

Please read the policy as soon as **You** receive it. If this is a renewal, **We** recommend **You** read the policy carefully as it may contain new benefits, terms and conditions. If **You** do not keep to the conditions, **Your** policy could become void or **We** may not accept liability for a claim.

It is up to **You** to make sure that the entire policy and policy schedule meet **Your** needs; **You** must tell **Us** immediately if this is not the case.

YOUR OBLIGATIONS TO US

Material Facts

You must tell us about every event, fact or occurrence that might influence **Our** decision to enter into or renew this contract of insurance; and, if so, on what terms. If **You** have something of this kind to tell us about, **You** must do so in good time before **We** enter into or renew this contract. If **You** are in any doubt about whether a fact is material, **You** should disclose it.

PARTICULAR POINTS ABOUT COVER

Save where expressly indicated otherwise, this policy is only suitable for, and it will only respond to claims if the fact of the matter, occurrence or event giving rise to the claim occurs in the United Kingdom, Channel Islands or Isle of Man during the **Policy Term**. The laws of England and Wales apply to this insurance contract and the language of the policy and all communications relating to it will be in English.

Your Policy Schedule is important. It lists the cover **You** have chosen, it is proof of **Your** insurance and it may be needed if **You** have a claim. The policy depends on the warranties (promises), conditions and exclusions shown in it. **We** are liable only up to the limit of cover shown in **Your** Policy Schedule. **Your** intermediary will not be or become **Our** intermediary for giving notice about any claims or any other matter. If **You** ask, **We** may agree to change any part of the policy.

We will not be liable for any mistakes or omissions by an intermediary who has arranged the insurance on **Your** behalf.

We reserve the right, upon each renewal of **Your** policy, to make changes to the scope of **Your** insurance cover including, but not limited to, **Excess** and premium levels. **You** have to renew the policy and make each premium payment for cover to remain in force.

We may choose not to renew **Your** insurance for any valid reason including, for example, if **You** or anyone acting on **Your** behalf (a) is aggressive towards **Our** employees; and/or (b) defrauds or attempts to defraud **Us**. **We** may also choose not to renew **Your** insurance, if **We** ask **You** to take specific precautionary measures, and **You** fail to do so. This means that, if **You** have a lunar policy or a monthly policy, and **We** choose not to renew it, **Your** policy will expire at the end of the 28 day period, or the end of the month, in which **You** were aggressive to **Our** employees; defrauded or attempted to defraud **Us**; or failed to take the precautionary measures **We** asked **You** to take.

In addition, **We** may, for business reasons, stop offering these policies at any time. **We** might do this if, for example, the law changes, our regulators' rules change, the economy changes or **Our** circumstances change, and **We** no longer believe that **We** can offer a competitive product, a useful product, or a product that offers good value for money, and still make a fair profit. **We** might also do this if (for example) (a) the number of policies **We** sell falls, or we think it is likely to fall, to such an extent, or (b) the value of the claims on the policies rises, or we think that it is likely to rise, to such an extent, that it no longer makes economic sense for **Us** to sell these particular policies, or policies of this kind.

RENEWALS

If **You** have a lunar policy, a calendar monthly policy or a yearly policy, **We** will automatically renew it every 28 days, every calendar month, or every year, unless **You** ask **Us** not to do this.

When **We** renew **Your** policy, **We** might make:

- (a) Such changes as **We** believe, in good faith:
 - (i) are appropriate for the type of policy **You** hold with **Us**; and
 - (ii) will produce an overall benefit for **You**.

Those changes may include changes to the scope of the insurance cover (i.e. what is insured), the benefits which **Your** policy provides, and associated changes to the cost of insurance.

- (b) Such other changes which **We** believe, in good faith, **We** have a valid reason to make.

Those changes may include:

- (i) changes to make the terms of the policy clearer, without reducing or restricting your rights in a material way;
- (ii) changes required because the law has changed, or **Our** regulators' rules have changed;
- (iii) changes to the cost of the insurance cover to reflect changes in **Our** own costs and other economic considerations for example.....

We will review your premium and excess at least once a year. **We** might make changes to either or both of them if, for example

- (a) our future claims experience is likely to be materially better or worse than **We** expected;
- (b) the relevant parts of the insurance and/or reinsurance market change in a material way and **We** want to respond to those changes for commercial reasons;

If **We** want to do this:

- (a) **We** will give **You** full written details of the changes **We** want to make, at least 21 days before the changes take effect; and
- (b) **You** will have the right to tell **Us**, within 14 days of receiving those details, that **You** do not want **Us** to make these changes.

If **You** exercise this right, **We** might (i) renew **Your** policy without making the changes **We** wanted to make; or (ii) renew **Your** policy on different terms; or (iii) choose not to renew **Your** policy at all. **We** might choose not to renew **Your** policy if (for example), the law changes, our regulators' rules change, the economy changes or **Our** circumstances change, and **We** no longer believe that **We** can offer a competitive product, a useful product, or a product that offers good value for money, and still make a fair profit. **We** might also choose not to renew **Your** policy if the number of policies **We** sell falls to such an extent, or the value of the claims on the policies rises to such an extent, that it no longer makes economic sense for **Us** to sell these particular policies, or policies of this kind.

You can also cancel **Your** policy at any time. **Your** cancellation rights are set out in the policy terms and conditions.

Fraud prevention and the sharing of information

If **We** are in possession of information which **We** believe to be untrue, misleading or potentially fraudulent, **We** will pass the information to the relevant legal / statutory bodies. **We** may also share information with other organisations in the prevention of fraudulent claims.

How We Use Your Information

Please be aware that telephone calls may be recorded for training and monitoring purposes. **Your** details are stored on **Our** computer system to administer **Your** policy but will not be kept longer than necessary. **You** have the right to request a copy of the personal data **We** hold about **You**; a small charge will apply. **We** can only discuss **Your** personal details with **You**. If **You** would like anyone else to act on **Your** behalf please let **Us** know. **We** may pass **Your** information to **Our** veterinary advisors, loss adjusters and/or suppliers for the purpose of administering **Your** claims or providing elected benefits.

Unless **You** advise otherwise, **We** may use **Your** details to support the development of **Our** business by including them in customer surveys and keeping **You** informed by email, post or telephone of **Our** products and offers. If **You** do not want this to happen please just let **Us** know.

GEOGRAPHICAL LIMITS

This policy does not cover any damage, loss or liability arising outside of the United Kingdom, Channel Islands or Isle of Man except as where indicated.

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DEFINITIONS

'Accidental(ly) Damage(d)' sudden and unexpected damage that is not deliberate and caused by violent external means which makes the **Photographic Equipment** unusable.

'Cosmetic Damage' non-structural damage that does not affect usage, including but not limited to dents, marks or scratches.

'Depreciation' the following **Depreciation** for wear and tear will be deducted:-

- 3 years from new – 10%
- 4 years from new – 20%
- 5 years from new – 30%
- 6 years from new – 35%
- 7 years from new – 40%
- 8 years from new – 45%
- 9+ years from new – 50%

The age of the **Photographic Equipment** will be determined by the date of manufacture.

'Equipment Case' (a) a purpose designed hard case, where the interior has been specifically formed to fit the cameras and equipment contained therein or (b) a purpose designed proprietary padded case bought from a recognised supplier of photographic equipment.

'Excess' the amount **You** must pay towards each and every claim; this amount is deducted from the maximum level of cover. If claims are made under more than one section of cover, an **Excess** will apply to each section of cover under which a claim is made.

'Family' husband, wife, civil partner, partner, parents, grandparents, brothers, sisters, children and grand-children.

'Forcible and Violent Entry' entry to a property that clearly shows damage to the lock, building, room or vehicle, caused as a direct result of **Theft**.

'Home Address' where **You** normally live.

'Immediate Family' spouse or person living with **You**, children or parents.

'Loss' 'Lost' 'Lose' that the **Photographic Equipment** has been accidentally left by **You** in a location and **You** are permanently deprived of its use.

'Market Value' the cost of replacement with one of similar type, age and condition as the item was in immediately before the loss or damage. Where **We** are unable to estimate the **Market Value** **We** will use the nearest market equivalent for comparison.

'Material Fact' any event, fact or occurrence which would influence a decision, made by any party, as to whether or not to enter into a contract of insurance either at inception or policy review.

'Mobile Phone' Your mobile or smartphone; its primary function being to make or receive calls and which uses a SIM card supplied in the UK (but not including the SIM).

'Photographic Equipment' (*single item limit £15,000*)

adapters, backdrop screens, battery chargers, binoculars, bodies, camcorders, cameras, camera rigs (cranes, dollies & jobs), camera backs, editing equipment, **Equipment Case**, film processing equipment, filters/filter systems, lenses, light diffusers, light meters, light reflectors, memory cards, plates, portable lighting including flash guns, spotting scopes, stabilisers, strands, telescopes, tripods, wireless remote controllers and transmitters, video editing and audio recording equipment. Laptops and desktop computers on condition they are primarily used in conjunction with the above equipment.

NOTE: consumables such as batteries, bulbs, cables, computer software, discs, films, fuses and leads are excluded as are cameras attached to drones.

'Policy Term'

Yearly - runs for 365 days from the commencement date and time shown on **Your** policy schedule; automatically renews annually.

Lunar Monthly - runs for and premiums are collected on equal periods of 28 days; automatically renews every 28 days.

Calendar Monthly - runs for and premiums are collected each calendar month; automatically renews every calendar month.

Automatic renewal is subject to receipt of premium. However, cover under the policy will lapse on the earliest of the following:-

(a) **Your Photographic Equipment** is damaged beyond economical repair or is **Stolen**;

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- (b) the expiry of the current period of insurance (i) if **You** fail to renew **Your** policy or (ii) if **We** choose not to renew **Your** policy for one of the reasons given under the headings “Particular Points About Cover” or “Renewals” (as to which, see above)
- (c) the date **You** fail to pay **Your** premium;
- (d) the date **You** cancel **Your** policy;
- (e) the date **We** cancel **Your** policy (see “Cancellation Rights” below)

‘Proof of Purchase’ the original purchase receipt and any other documentation required to prove ownership.

‘Reasonable Precautions’ all measures that it would be deemed appropriate to expect a person to take in the circumstances to prevent loss, damage or **Theft** of the **Photographic Equipment**.

‘Replacement Value’ the cost of replacing **Your Photographic Equipment**, as new in the event **Your Photographic Equipment** is **Stolen** or damaged beyond repair.

‘Security Requirements’ set out at Appendix 1 and 2 at the end of this wording.

‘Stolen’ ‘Theft’ the unlawful taking of **Your Photographic Equipment** against **You** will by another party, with the intention of permanently depriving **You** of it.

‘Unattended’ not within **Your** sight at all times and out of **Your** arms-length reach.

‘We’ ‘Our’ ‘Us’ The Insurance Emporium

‘You’ ‘Your’ the person named in the Schedule and who earns 50% or more of their income from photography and related business.

SECTION 1 – THEFT

Cover

In the event **Your Photographic Equipment** is **Stolen** and not found within 28 days of being reported to **Us**; settlement is assessed on the price paid less **Depreciation**, sum insured or **Market Value** whichever is less.

SECTION 2 – LOSS OR ACCIDENTAL DAMAGE

Cover

In the event **Your Photographic Equipment** is **Lost** or **Accidentally Damaged**; settlement is assessed on the price paid less **Depreciation**, sum insured or **Market Value** whichever is less.

SECTION 3 – NEW FOR OLD

Cover

If, within the **New for Old** period stipulated in **Your** policy schedule, **Your Photographic Equipment** is **Lost, Stolen** or **Accidentally Damaged**, **We** will pay **You** the cost of replacing **Your Photographic Equipment** with ones of the same make or model or, if this is not available, one of a similar make or model or equivalent value and specification.

IMPORTANT NOTE – it is **Your** responsibility to ensure the sum insured shown on **Your** policy schedule for **Your Photographic Equipment** is enough to replace it as new. If the amount is insufficient at the time of any loss or damage **New for Old** cover will not apply and the maximum amount payable will be the **Market Value** up to the sum insured.

Exclusions

1. **New for Old** if **Your Photographic Equipment** sum insured as shown in **Your** policy schedule is less than the **Replacement Value** of **Photographic Equipment**.

SECTION 4 – UNATTENDED VEHICLE

Cover

Cover provided in Sections 1, 2, 3 and 5 is extended to include unattended vehicles provided **You** have complied with **Our Security Requirements**.

SECTION 5 – WORLDWIDE COVER

Cover

Cover provided in Sections 1, 2, 3 and 4 is geographically extended to locations outside of the United Kingdom, Channel Islands and Isle of Man (up to time limit shown in **Your** policy schedule) provided **You** have complied with **Our Security Requirements**.

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CONDITIONS APPLYING TO SECTIONS 1 TO 5

1. **We** have the right to choose which action to take in the case of a claim and **We** may arrange to:
 - repair the damage
 - replace what was **Stolen** or damaged beyond economical repair
 - pay **You** cash for the amount of loss or damage
2. **We** may decide to appoint an independent assessor to consider **Your** claim.

EXCLUSIONS APPLYING TO SECTIONS 1 TO 5

1. Any claim where the **Security Requirements** in Appendix 1 have not been complied with.
2. Any claim where the **Photographic Equipment** is **Unattended**.
3. Any amount over £10,000 for any single item of **Photographic Equipment**.
4. Any form of **Cosmetic Damage**.
5. **Theft** when the **Photographic Equipment** is loaned or hired out by **You** to any person other than a member of **Your Immediate Family**.
6. **Theft** unless involving **Forcible and Violent Entry** and **You** have complied with the **Security Requirements**.
7. Unexplained **Theft**.
8. **Theft** unless (i) **You** have reported the **Theft** to the nearest police authority as quickly as possible, preferably within 24 hours of discovery (ii) **You** have obtained a police crime reference number and details of the police station the crime was reported to (iii) **You** did everything **You** reasonably could to recover the **Stolen** property.
9. **Theft** by a person or persons to whom the **Photographic Equipment** was entrusted.
10. Loss or damage that is not at a known place or that cannot be identified as occurring within a definite 24-hour period.
11. Loss or damage resulting from **You** not following the manufacturer's instructions, abusing or neglecting the **Photographic Equipment**.
12. The **Excess** as shown in **Your** policy schedule.

SECTION 6 - REPLACEMENT HIRE

Cover

Up to the amount shown in **Your** policy schedule; the hire of replacement photographic equipment of the same or similar specification whilst **Your Photographic Equipment** is awaiting repair or replacement following its **Loss, Theft** or **Accidental Damage**.

Conditions

1. **You** must obtain **Our** written permission before incurring any hire costs.

Exclusions

1. The hire of photographic equipment from any members of **Your** household, someone who lives with **You** whether as a cohabitee, tenant or on any other basis, any member of **Your Family**, guest(s), **Your** agent or licensee, any person in the course of their employment or under a contract of service or apprenticeship with **You**, employer or any person with whom **You** have a contractual or business relationship.
2. Costs incurred where a claim for **Loss, Theft** or **Accidental Damage** under Sections 1 – 5 is declined.
3. Costs not supported by a receipt/invoice showing full details of the costs incurred.
4. The **Excess** as shown in **Your** policy schedule.

SECTION 7 - DATA RECOVERY

Cover

Where data relating solely to **Your Photographic Equipment** is stored on a hard drive or removable media such as a CD Rom, DVD, memory card or flash drive is corrupted. **We** will pay up to the amount shown in **Your** policy schedule for the services of a professional data recovery specialist.

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You can make 1 claim every 365 days.

Exclusions

1. Costs not supported by a receipt/invoice showing full details of the costs incurred.
2. Corruption resulting from **You** not following the manufacturer's instructions, abusing or neglecting the hard drive or removable media.
3. The **Excess** as shown in **Your** policy schedule.

SECTION 8 - ACCIDENTAL PORTFOLIO DAMAGE

'Portfolio' **Your** collection of photographic prints and laminates.

Cover

In the event **Your Portfolio** is **Accidentally Damaged**; settlement is assessed on the value of the materials together with the cost of re-duplicating or re-laminating and re-printing but not for the value to **You** of the information contained therein.

Exclusions

1. The **Excess** as shown in **Your** policy schedule.

SECTION 9 - PROPS

Cover

In the event **Your** props are **Lost**, **Accidentally Damaged** or **Stolen** and not found within 28 days; settlement is assessed on the price paid less **Depreciation**, sum insured or **Market Value** whichever is less.

NOTE: conditions applying to Sections 1 to 5 also apply to Props.

NOTE: exclusions applying to Sections 1 to 5 also apply to Props.

Exclusions

1. Props other than those used in conjunction with **Your Photographic Equipment**.

SECTION 10 - PUBLIC LIABILITY

Cover

We cover **You** (in the aggregate, up to the maximum shown in **Your** policy schedule) in respect of:-

- amounts **You** become legally liable to pay and/or
 - costs and expenses incurred with **Our** written consent defending claims made against **You**
- for or in connection with the death or bodily injury of any person other than **You** or loss or damage to property belonging to any person other than **You** in each case, arising from one event or a series of events consequent on one original cause happening during the **Policy Term** and caused by or through **Your** ownership or use of **Your Photographic Equipment**.

Conditions

1. **You** must not admit responsibility, offer, promise, pay or agree to pay any claim or negotiate with any other persons following an incident.
2. You must inform **Us** immediately of any actual (i) impending prosecution, (ii) inquest (iii) fatal inquiry, or (iv) civil proceedings, or if any circumstances that are reasonably likely to give rise to such a prosecution, inquest, inquiry or proceedings. You must send **Us** every piece of correspondence and document **You** receive without replying to any of them.
3. **You** must allow **Us** to:
 - (a) take over and conduct in **Your** name the defence or settlement of any claim;
 - (b) take proceedings in **Our** name, at **Our** own expense and for **Our** own benefit, to recover compensation or secure an indemnity from any third party;**You** shall give all information and assistance **We** require.
4.
 - (a) For any claim or series of claims **We** may at any time pay **You** the amount of the limit of indemnity or any lower amount which the claim(s) can be settled for; thereafter
 - (b) **We** will have no further liability in the claim(s) except for the third party's costs and expenses incurred up to the date of payment;up to the limit of the indemnity specified in **Your** policy schedule.

Exclusions

This policy shall not apply to liability in respect of:-

1. Death or bodily injury to **You**, any person handling the **Photographic Equipment** with **Your** permission or consent, any members of **Your** household, someone who lives with **You** whether as a cohabitee, tenant or on any other basis, any member of **Your Family**, guest(s), **Your** agent or licensee, any person in the course of their employment or under a contract of service or apprenticeship with **You**, employer or any person with whom **You** have a contractual or business relationship.
2. Loss or damage to any property owned, held in trust, in the charge of or under the control of **You**, any person handling the **Photographic Equipment** with **Your** permission or consent, any members of **Your** household, someone who lives with **You** whether as a cohabitee, tenant or on any other basis, any member of **Your Family**, guest(s), **Your** agent or licensee, any person in the course of their employment or under a contract of service or apprenticeship with **You**, employer or any person with whom **You** have a contractual or business relationship.
3. Pollution or contamination of water, buildings or structures, land, or the atmosphere and death or bodily injury, loss or damage to property caused by such pollution or contamination other than caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time.
4. Any event which results from **Your** deliberate act or omission and which could reasonably have been expected by **You** having regards to the nature and circumstances of such act or omission.
5. Death or bodily injury, loss or damage to property as a result of any person handling the **Photographic Equipment** without **Your** permission or consent.
6. Liability created by an agreement which would not have existed in the absence of that agreement.
7. Death or bodily injury, loss or damage to property as a result of animals.
8. Death or bodily injury, loss or damage to property as a result of **Your** ownership, use or occupation of land or buildings.
9. Death or bodily injury, loss or damage to property arising out of **Your** profession, trade or business.
10. The **Excess** as shown in **Your** policy schedule.

SECTION 11 – PERSONAL ACCIDENT

‘Bodily Injury’ injury which is sustained by **You** during the period of insurance and is caused by an accident solely and independently of any other cause.

‘Dangerous Activities’ any dangerous activity (dangerous activities are activities entailing a foreseeable risk of death or bodily injury, loss or damage to property unless reasonable precautions are taken or activities for which a disclaimer signed by participant(s) is appropriate), activities including, but not limited to, ballooning, BASE jumping, bungee jumping, bobsleighting, bouncy castles or other inflatable equipment, canoeing, caving, circus acts, deep sea diving, fairground rides, fireworks or other pyrotechnic devices or effects, flying (other than as a fare paying passenger on a scheduled flight), gliding, go-karts or motorsports of any kind, hang-gliding, high diving, hunting, ice hockey, it's a knockout competitions, jet skiing or jet biking, microlight, motorcycling as a rider or passenger, motor rallying, mountaineering, off-piste skiing, parachuting, paragliding, parascending, polo, pot-holing, professional sports, quad bikes, racing of any kind other than on foot, rock climbing, rodeo bulls, scuba diving, show jumping, skiing, ski racing, snowboarding, skating, sledding, solo sea sailing, stunt acts, tobogganing, trampolining or white water rafting.

‘Loss of Hearing’ complete and irrecoverable loss of hearing in both ears.

‘Loss of Limbs’ physical severance or complete irrecoverable loss of use of one or both hands at or above the elbow or of one or both feet at or above the knee.

‘Loss of Sight’ complete and irrecoverable loss of sight in one or both eyes.

‘Pre-Existing Condition’ an injury or illness which first showed clinical signs, happened or existed before the commencement date/time shown on **Your** policy schedule or is the same as or has the same diagnosis as or is caused by, related to or results from an injury, illness or clinical signs displayed before the commencement date/time shown on **Your** policy schedule.

‘Total Permanent Disablement’ disablement lasting 365 days that prevents **You** from continuing in **Your** studies or from following any and every occupation.

Cover

We will pay up to the amount shown in **Your** policy schedule where **You** sustain accidental **Bodily Injury** whilst using **Your Photographic Equipment** and such an injury shall, within 12 months, be the sole cause of death, total and irrecoverable **Loss of Hearing, Loss of Sight or Loss of Limbs or Total Permanent Disablement**.

Conditions

1. **We** will require a Doctor's Certificate or letter confirming the **Bodily Injury** from a practicing qualified medical practitioner in the UK; to be obtained at **Your** own expense.
2. A medical advisor may be appointed by **Us** shall be allowed as often as may be deemed necessary to examine **You**.

Exclusions

1. Any claim in relation to death which is not supported by a death certificate.
2. Any claim arising as a result of a **Pre-Existing Condition**.
3. Any claim directly or indirectly consequent upon or contributed to by:
 - (a) neurosis, psychoneurosis, psychopathic or mental diseases or disorders of any type.
 - (b) AIDS or AIDS related complex however the syndrome has been acquired or may be named.
 - (c) Influenza, notifiable disease, virus, bacteria or contagion, or any derivation or variant thereof.
 - (d) **Your** committing or attempting to commit suicide or intentional self-inflicted injury.
 - (e) **Your** deliberate exposure to exceptional danger except in an attempt to save human life.
 - (f) **Your** own criminal act.
 - (g) **Your** being wholly or partly under the influence of alcohol.
 - (h) **Your** being wholly or partly under the influence of drugs other than those taken in accordance with treatment prescribed and directed by a qualified registered medical practitioner, but not for the treatment of drug addiction.
 - (i) pregnancy or childbirth.
 - (j) participation in **Dangerous Activities**.
 - (k) any naturally occurring condition or degenerative process or any gradual decline in physical health.
 - (l) any form of operational duties as a member of the armed forces or Territorial Army.
4. The **Excess** as shown in **Your** policy schedule.

SECTION 12 - PROFESSIONAL INDEMNITY

'Claim(s)' any verbal or written demand, notice or communication:

- (a) making an assertion for legal remedy or any other form of compensation;
- (b) containing reference to, or serving notice of, intent to start legal proceedings;
- (c) invoking any pre-action protocol as set under the Civil Procedure Rules;
- (d) referring to arbitration, adjudication or complaint proceedings

'Claim Costs' all **Costs** and expenses incurred by **Us** or by **You** with our written permission relating to the investigation, defence or settlement of any claim against **You**, which this section covers.

'Contractual Liability' legal liability assumed by **You** under the express or intended terms of any contract or agreement that restrict **Your** right of recovery, or increase **Your** liability at law beyond that applicable in the absence of those terms.

'Documents' any **Documents**, information or data, including computer records and electronic data, which are **Your** property or are looked after by or deposited with **You** in the ordinary course of **Your Photographic Business** which **You** are responsible. This does not include bearer bonds, coupons, bank or currency notes and negotiable instruments.

'Employees' any person working for **You** in connection with the **Photographic Business**:

- (a) under a contract of service with **You**
- (b) who is hired or lent to **You**
- (c) who is self-employed
- (d) on a voluntary basis

and who is under **Your** control of supervision

'Photographic Business' professional services or professional advice directly connected to the activities **You** have declared to **Us** and undertaken by **You** or on **Your** behalf.

'Potential Claim(s)' any incident, occurrence, fact, matter or act that **You** were or are aware of that may give rise to a claim. This includes any criticism of **Your Photographic Business** even if **You** regard this as unjustifiable.

'Virus or Similar Instrument' program code, programming instructions or any set of instructions from an unauthorised source loaded to your PC, laptop, gadget, mobile phone or other device against your wishes intentionally constructed with the ability to damage, interfere with or otherwise adversely affect hardware, software, Apps, data files and/or operations, whether involving self-replication or not, but not limited to Trojan horse, worms or logic bombs.

Cover

We will cover **You** up to the limit of indemnity as specified in **Your** policy schedule for any **Claim** and **Claim Costs** that arise from the conduct of **Your Photographic Business** as long as the **Claim** and **Claim Costs** relate to a civil liability, including liability for claimant's costs and expenses, arising out of a breach of **Your** professional duty.

All claims from the same act, error or omission or series of acts, errors or omissions, as a result of or arising directly or indirectly from the same source or original cause, will be regarded as one **Claim**.

Conditions

1. **You** must not admit responsibility, offer, promise, pay or agree to pay any claim or negotiate with any other persons following an incident.
2. You must inform **Us** immediately of any actual (i) impending prosecution, (ii) inquest (iii) fatal inquiry, or (iv) civil proceedings, or if any circumstances that are reasonably likely to give rise to such a prosecution, inquest, inquiry or proceedings. You must send **Us** every piece of correspondence and document **You** receive without replying to any of them.
3. **You** must allow **Us** to:
 - (a) take over and conduct in **Your** name the defence or settlement of any claim;
 - (b) take proceedings in **Our** name, at **Our** own expense and for **Our** own benefit, to recover compensation or secure an indemnity from any third party;**You** shall give all information and assistance **We** require.
4.
 - (a) For any claim or series of claims **We** may at any time pay **You** the amount of the limit of indemnity or any lower amount which the claim(s) can be settled for; thereafter
 - (b) **We** will have no further liability in the claim(s) except for the third party's costs and expenses incurred up to the date of payment;
 up to the limit of the indemnity specified in **Your** policy schedule.

Exclusions

1. **We** will not pay any **Claim** arising from the conduct of **Your Photographic Business** where **You** contract to undertake any construction, erection, installation or maintenance works or manufacture or supply materials or equipment (other than project models or displays) in connection with these works.
2. **We** will not pay any **Claim** arising out of breach of patent.
3. **We** will not pay any **Claim** arising out of breach of confidentiality committed by **You**.
4. **We** will not pay any **Claim** arising out of **Bodily Injury**.
5. **We** will not pay any **Claim** for **Contractual Liability**.
6. **We** will not pay any **Claim** arising from or brought by a firm with a financial interest in **You**.
7. **We** will not pay any **Claim** arising out of any goods or materials **You** have supplied or used, or made arrangements to supply or use or the manufacture, repair, sale, installation or maintenance of any product by **You** or on **Your** behalf.
8. **We** will not pay any **Claim** directly or indirectly involving asbestos or allegations or concerns relating to asbestos.
9. **We** will not pay any **Claim** arising out of defamation.
10. **We** will not pay any **Claim** arising out of any dishonest or fraudulent act.
11. **We** will not pay any **Claim** arising out of the management of financial transactions or obscene, blasphemous or pornographic material on the internet.
12. **We** will not pay any **Claim** arising out of an act, error or omission that **You** deliberately, spitefully or recklessly commit, condone or ignore.
13. **We** will not pay any **Claim** arising out of copyright infringement.
14. **We** will not pay any **Claim** arising out of **Your** bankruptcy or insolvency.
15. **We** will not pay any **Claim** arising from a partnership or joint venture of which **You** are a member.

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16. **We** will not pay any **Claim** arising out of any kind of employment related dispute or any kind of defamation, discrimination, harassment or unfair treatment relating to any current, former or prospective **Employees**.
17. **We** will not pay any **Claim** arising out of loss of or damage to **Documents**.
18. **We** will not pay any **Claim** directly or indirectly involving pollution.
19. **We** will not pay any **Claim** arising from a partnership, venture or joint venture of which **You** are a member.
20. **We** will not pay any **Claim** or **Potential Claim(s)** that:
- (a) arose from the performance of **Your Photographic Business** that occurred before this policy began
 - (b) has been notified under any other policy before the start of this policy
 - (c) **You** were aware of or should have been aware of before the start of this policy.
21. **We** will not pay any **Claim** for loss of or damage to property unless directly arising from a breach of duty through a negligent act, error or omissions by **You** in the course of **Your Photographic Business**.
22. **We** will not pay any **Claim** or **Potential Claim(s)** arising directly or indirectly from ionising radiation or contamination by radioactivity from any irradiated nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel or the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or its nuclear component.
23. **We** will not pay any **Claim** directly or indirectly involving a terrorist act.
24. **We** will not pay any **Claim** or **Potential Claim(s)** arising out of trading losses or trading liabilities incurred by **You** or **Your** business.
25. **We** will not pay any **Claim** directly or indirectly caused by or contributed to by or arising from:
- (a) the use or operation, as a means of inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system
 - (b) failure of the internet, or loss of use, reduction in functionality, cost, expense or whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.
26. **We** will not pay any **Claim** arising out of the transmission or receipt of a **Virus or Similar Instrument**.
27. The **Excess** as shown in **Your** policy schedule.

OPTIONAL BENEFITS

SECTION 13 - GADGETS AND MOBILE PHONES

'Accessories' any item **You** may attach to a **Gadget** or **Mobile Phone** including but not limited to, carrying cases, chargers, data cables, protective cases, speakers and stands.

'Cosmetic Damage' non-structural damage that does not affect usage, including but not limited to dents, marks or scratches.

'Gadget' electronic item which is or can be battery powered and is designed to be portable: eReaders, satnav and GPS devices, wearables (including smart watches and fitness trackers) and tablets.

'Mobile Phone' **Your** mobile or smartphone; its primary function being to make or receive calls and which uses a SIM card supplied in the UK (but not including the SIM).

'Unattended' not within **Your** sight at all times and out of **Your** arms-length reach.

'Virus or Similar Instrument' program code, programming instructions or any set of instructions from an unauthorised source loaded to your PC, laptop, gadget, mobile phone or other device against your wishes intentionally constructed with the ability to damage, interfere with or otherwise adversely affect hardware, software, Apps, data files and/or operations, whether involving self-replication or not, but not limited to Trojan horse, worms or logic bombs.

Cover - Gadgets

If, **You Lose Your Gadget** or it is **Stolen**, or if it is **Accidentally Damaged** or damaged by coming into contact with liquid, **You** may claim for:

- the **Gadget**
- any **Accessories**

Settlement for the **Gadget** is assessed on the price paid less **Depreciation**, sum insured or **Market Value** whichever is less.

Settlement for **Accessories** is up to the amount shown in **Your** policy schedule.

You can make up to 2 claims every 365 days.

Cover – Mobile Phones

If, **You Lose Your Mobile Phone** or it is **Stolen**, or if it is **Accidentally Damaged** or damaged by coming into contact with liquid, **You** may claim for:

- the **Mobile Phone**
- any **Accessories**

Settlement for the **Mobile Phone** is assessed on the price paid less **Depreciation**, sum insured or **Market Value** whichever is less.

Settlement for **Accessories** is up to the amount shown in **Your** policy schedule.

You can make 1 claim every 365 days.

Conditions

1. **We** have the right to choose which action to take in the case of a claim and **We** may arrange to:

- repair the damage
- replace what was **Stolen, Lost** or damaged beyond economical repair
- pay **You** cash for the amount of loss or damage

2. **We** may decide to appoint an independent assessor to consider **Your** claim.

Exclusions

1. Any claim where the **Security Requirements** in Appendix 2 have not been complied with.
2. Any **Gadget** or **Mobile Phone** more than 3 years old when cover for it begins.
3. Any claim where the **Gadget** or **Mobile Phone** is **Unattended**.
4. Any claim where the **Mobile Phone** is attached to a selfie-stick.
5. Any **Gadget** or **Mobile Phone** not in full working order when **You** purchased it.
6. Any claim where **You** cannot provide **Proof of Purchase** which must include the date the product was purchased / date the contract started, be in **Your** name and have the serial / IMEI number of the product.
7. Any claim for **Gadgets** or **Mobile Phones** purchased from an online auction site without a receipt as new from a VAT registered company.
8. Any claim for a SIM.
9. Any form of **Cosmetic Damage**.
10. Any **Gadget** or **Mobile Phone** used for business, trade or professional purposes save where it is primarily used in conjunction with **Your Photographic Equipment**.
11. **Theft** when the **Gadget or Mobile Phone** is loaned or hired out by **You** to any person other than a member of **Your Immediate Family**.
12. **Theft** unless involving **Forcible and Violent Entry** and **You** have complied with the **Security Requirements**.
13. Unexplained **Theft**.
14. **Theft** unless (i) **You** have reported the **Theft** to the nearest police authority and **Your Network Provider** as quickly as possible, preferably within 24 hours of discovery (ii) **You** have obtained a police crime reference number and details of the police station the crime was reported to (iii) **You** did everything **You** reasonably could to recover the **Stolen** property.
15. **Theft** by a person or persons to whom the **Gadget** or **Mobile Phone** was entrusted.
16. Loss or damage that is not at a known place or that cannot be identified as occurring within a definite 24-hour period.
17. Loss or damage resulting from **You** not following the manufacturer's instructions, abusing or neglecting the **Gadget** or **Mobile Phone**.
18. **We** will not pay any claim directly or indirectly caused by or contributed to by or arising from:

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- (a) the use or operation, as a means of inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system
- (b) failure of the internet, or loss of use, reduction in functionality, cost, expense or whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

19. **We** will not pay any claim arising out of the transmission or receipt of a **Virus or Similar Instrument**.

20. The **Excess** as shown in **Your** policy schedule.

SECTION 14 - HELMET / SPORTS / ACTION CAMERAS

Cover

This extends cover in Sections 1 to 5 to include helmet, sports and actions cameras.

NOTE: exclusions applying to Sections 1 to 5 also apply to Helmet / Sports / Action cameras.

Exclusions

1. Waterproof helmet / sports / actions cameras.

SECTION 15 - WATERPROOF PHOTOGRAPHIC EQUIPMENT

Cover

This extends cover in Sections 1, 2, 3 and 5 to include waterproof **Photographic Equipment** whilst it is underwater, in surf water, in shore break, in rain, snorkelling and swimming.

NOTE: the waterproof **Photographic Equipment** is not covered whilst scuba diving.

NOTE: exclusions applying to Sections 1, 2, 3 and 5 also apply to Waterproof Photographic Equipment.

Conditions

1. For claims for accidental **Loss** whilst underwater, proof of ownership of a suitable lanyard or tether (or equivalent) will need to be provided.

Exclusions

1. Any claim for flooding unless the waterproof **Photographic Equipment** was **Accidentally Damaged** at the same time.

SECTION 16 - NEW FOR OLD FOR LIFE

Cover

Cover provided in Section 3 is extended for the useful life of **Your Photographic Equipment** subject to the relevant premiums having been received by **Us**.

NOTE: exclusions applying to Section 3 also apply to New for Old for Life.

Exclusions

1. Any amount shown in **Your** policy schedule for New for Old cover under Section 3.

SECTION 17 - EXTENDED WORLDWIDE COVER

Cover

Worldwide Cover provided in Section 5 is extended up to the amount shown in **Your** policy schedule.

NOTE: exclusions applying to Section 5 also apply to Extended Worldwide Cover.

Exclusions

1. Any amount shown in **Your** policy schedule for Worldwide Cover under Section 5.

SECTION 18 - EXTENDED PROFESSIONAL INDEMNITY

Cover

Cover provided in Section 12 is extended to the amount shown in **Your** policy schedule.

NOTE: exclusions applying to Section 12 also apply to Extended Professional Indemnity.

Exclusions

1. Any amount shown in **Your** policy schedule for Professional Indemnity cover under Section 12.

POLICY WORDING

SECTION 19 – EXTENDED PUBLIC LIABILITY

Cover

Public Liability cover provided in Section 10 is extended up to the amount shown in **Your** policy schedule.

NOTE: exclusions applying to Section 10 also apply to Extended Public Liability.

Exclusions

1. Any amount shown in **Your** policy schedule for Public Liability cover under Section 10.

SECTION 20 – ASSOCIATES LIABILITY

'Associate(s)' fellow photographers or an assistant in the production of photography or filming and who is named on **Your** policy schedule

Cover

1. Cover provided in Section 10 – Public Liability is extended to include **Associate(s)**.

NOTE: exclusions applying to Section 10 also apply to Associates Liability.

CONDITIONS OF SETTLING CLAIMS

1. All losses must be substantiated by **Proof of Purchase**. **You** must provide valuations, reports, information etc. at **Your** own expense if **We** request them.
2. **You** must provide all such information, explanations, proof of ownership and other such evidence as **We** may reasonably require.
3. **You** must not dispose of any damaged **Photographic Equipment** until **We** have had a chance to inspect them.
4. If any information is provided in a foreign language **You** will be responsible for any costs involved in translating the information provided.
5. If **Your** policy renews or is upgraded after the start of a claim but prior to settlement, **We** will assess the settlement amount on the cover level shown in **Your** policy schedule as applicable at the date of the incident. **You** cannot increase the level of cover applicable to **Your** policy after the occurrence of the incident.
6. In the event of claims settlement becoming due **We** will issue settlement by BACS transfer. Where bank account details have not been provided or this is not possible settlement will be despatched by cheque. Settlement will be issued to **You** unless otherwise requested. **You** can request an alternative payee by ticking the relevant box on the claim form **You** fill in and by providing the third party name.

GENERAL CONDITIONS

1. **You** must take all **Reasonable Precautions** to prevent loss, damage or accidents and maintain any property covered under the policy in a sound condition.
2. Anyone claiming insurance under this policy must comply with its terms as far as they can apply.
3. **You** must co-operate fully and truthfully to give **Us** any information **We** may need.
4. Where **You** maliciously and / or recklessly fail to disclose a **Material Fact** at policy inception, review or when making a claim **We** may (i) reject **Your** claim (ii) endorse **Your** policy (iii) void **Your** policy and/or (iv) retain **Your** premium.
5. **You** must observe and fulfil all the terms, conditions and endorsements of the policy otherwise **We** may not be liable under the policy.
6. **You** must notify **Us** as soon as possible of any change in circumstances relevant to this policy. Failure to do so may invalidate **Your** policy. **We** reserve the right to alter the terms of **Your** policy immediately after **We** are notified of such changes.
7. When **We** invite **You** to renew **Your** policy **We** may, at **Our** discretion alter premiums, cover, terms and conditions as **We** deem necessary for any reason including such factors as an item's age.
8. If any loss, damage or liability is insured by any other policy (or would be insured if this policy did not exist) **We** will not be liable for the whole claim. **We** will only pay anything over the amount which should have been paid under that policy (or policies) if this insurance had not been taken out.

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9. **We** are liable only if **We** have received the correct premium before the start of each **Policy Term** or within the credit period if **We** have allowed one to a broker or intermediary.
10. If **You** pay **Your** premiums by direct debit or credit/debit card and **You** default on any payment, **We** will add a charge of £3.99 to **Your** next payment.
11. **We** will deduct any amount due to **Us** from any claim settlement.
12. If any insured **Photographic Equipment** consists of articles in a pair or set, the policy will not cover more than the value of any particular part or parts that are lost, destroyed, or damaged. **We** do not insure any special value that the article or articles may have as part of a pair or set, nor more than a proportionate part of the insured value of the pair or set.
13. If any dispute arises as to the amount to be paid under the policy, it may be referred to an arbiter to be appointed by the parties in accordance with the statutory provisions in force at the time. The provision for arbitration adds to **Your** legal rights and does not replace them.
14. This insurance will stop covering any item as soon as **You** sell it or part with any interest in it, whether temporarily or permanently.

GENERAL EXCLUSIONS

This policy does not cover the following:

1. Any losses which are not expressly covered by the terms and conditions of this policy.
2. Any claim made, or any event causing the need for a claim to be made, that occurs before **Your** policy began.
3. Business use, hiring or lending out unless specifically endorsed in **Your** policy schedule.
4. Claims that are wholly or partially false, exaggerated, or fraudulent.
5. Claims that are directly or indirectly connected with, or arise from, a malicious, wilful, or criminal act or omission by:
 - (a) **You** or someone acting on **Your** behalf; or
 - (b) someone caring for or in control of **Your Photographic Equipment, Gadget or Mobile Phone or Portfolio**; or
 - (c) a member of **Your Family**, or someone who lives with **You** whether as a cohabitee, tenant or on any other basis; or
 - (d) **Your** agents, employees, licensees, guests; and/or
 - (e) any other person who is in a contractual relationship with **You**.
6. Any amount greater than the amount shown in **Your** policy schedule for **Your Photographic Equipment**.
7. The cost of any repair or replacement which improves **Your Photographic Equipment** beyond the condition they were in before they were **Accidentally Damaged or Stolen**.
8. Any reduction in the **Market Value** of **Your Photographic Equipment** following any repair whether or not undertaken as a result of any claim under this policy.
9. Loss or damage because **You** are not the rightful owner.
10. Loss or damage caused by domestic pets.
11. Property more specifically insured elsewhere.
12. The cost of replacing any undamaged **Photographic Equipment** or parts of **Photographic Equipment** forming part of a set where the remaining **Photographic Equipment** are still usable and the loss or damage occurs within a clearly identifiable area or to a specific part and replacements cannot be matched.
13. Deliberate loss or damage caused by **You** or any user of **Your Photographic Equipment**.
14. **Depreciation**, deterioration, mechanical or electrical breakdown, breakages, manufacturing defects, wear and tear, damage or loss caused by moth, vermin, rot, mildew, water leakage of any cause, or any gradually operating process or deliberate damage by **You** or any user of **Your Photographic Equipment**.
15. Faulty workmanship, defective design or the use of defective materials, repairing, restoring, renovating, cleaning or dyeing.

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16. Loss or damage by fraud, trick, false pretences, use of stolen, forged or invalid cheques/drafts/bank notes and the like or someone pretending to be a buyer or an agent.
17. Any liability that arises only because of an agreement.
18. Any loss, injury, damage, illness, death or legal liability caused by or arising from the failure of any computer hardware or software or any other electrical equipment.
19. Any loss, damage, liability, cost or expense of any kind directly or indirectly caused by, or in any way connected with:-
- (a) war, invasion, and/or the act of terrorists and/or foreign enemies (whether war be been declared or not);
 - (b) a coup, military power, civil war, rebellion, revolution, insurrection, riot, civil commotion and/or civil unrest;
 - (c) strikes, lock-outs and/or industrial unrest;
 - (d) looting in connection with any of a, b and/or c.
20. Any loss, damage, liability, costs or expense of any kind directly or indirectly caused by, or in any way connected with:
- (a) a nuclear or radioactive accident, explosion, escape, waste and/or contamination; and/or
 - (b) pressure waves caused by aircraft or other aerial machines or devices of any kind.
21. Any loss, damage, liability, cost or expense of any kind directly or indirectly caused by, resulting from or in connection with any act of terrorism. For the purposes of this exclusions, 'terrorism' means the use, or threat of use, of biological, chemical and/or nuclear form or contamination by any person(s), whether acting alone or on behalf of or in connection with any organisations(s) or governments(s), committed for political, religious, ideological or similar purposes, including the intention to influence any government(s) or put any section of the public in fear.
22. In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.
23. **We** do not cover any loss, injury, damage, illness, death or legal liability, directly or indirectly, caused by, happening through, in consequence of or contributed to by:
- (a) an epidemic, a pandemic, influenza, notifiable disease, virus, bacteria or contagion, or any derivation or variant thereof;
 - (b) arising from any fear or threat (whether actual or perceived) of such an epidemic, pandemic, influenza, notifiable disease, virus, bacteria or contagion;
 - (c) any action taking in controlling, preventing, suppressing or in any way relating to any epidemic, pandemic or outbreak of such influenza, notifiable disease, virus, bacteria or contagion.
- If **We** allege that, by reason of this exclusion, any claim is not covered by this insurance the burden of proving the contrary shall be upon the policyholder.
24. We do not cover any loss, injury, damage, illness, death or legal liability, directly or indirectly caused by, happening through, in consequence of, or contributed to by an illness or disease transmitted from animals to humans.
25. **We** do not cover any loss, injury, damage, illness, death or legal liability, directly or indirectly, caused by, happening through, in consequence of or contributed to by an act of the UK, Channel Islands or Isle of Man government or any member of that government, the UK's armed forces, or any UK, Channel Islands or Isle of Man regulatory, law enforcement or other authority of any kind, whether that act has the force of law, or is merely part of the formal or informal guidance issued or given by, or made or given by, such persons, forces or authorities as the case may be.

MAKING A CLAIM

On discovering any event giving rise or likely to give rise to a claim under the policy, **You** must immediately notify and give full details to: The Insurance Emporium, Thorpe Underwood Hall, Ouseburn, York, North Yorkshire, YO26 9SS by completing and returning a claim form. It is **Your** responsibility to ensure that all the information submitted is correct.

We cannot make any decision regarding **Your** claim without a claim form. The quickest and easiest way to obtain a claim form is on **Our** website. Log on to www.theinsuranceemporium.co.uk and **You** will be able to download a claim form from the Claims section. If **You** do not have access to the internet please contact **Us** either by email at claims@emporium.co.uk or by phone on 03300 244 006 and **We** will be able to send **You** a claim form through the post. If **You** need any assistance with any aspect of **Your** claim please either email or call **Us**.

Once **We** have received **Your** claim form **We** will send an acknowledgement of receipt. **We** will then only contact **You** again if **We** require any further information to process **Your** claim; **We** ask that **You** co-operate fully and truthfully to give **Us** any information **We** may need. Once the claim has been completed **We** will notify **You** of **Our** decision. If **You** have not had any contact from **Us** within 5 working days of sending the claim form please contact **Us** either by email at claims@emporium.co.uk or by phone on 03300 244 006.

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If **You** wish to appeal against a decision made regarding **Your** claim (including the assessment or the outcome), please write to the Claims Manager. If **You** wish to submit a formal complaint, please refer to **Our** Complaint Handling Procedure.

POLICY ALTERATION OR REINSTATEMENT

If **You** wish to make a change to **Your** policy after the first 14 days of policy inception or, if for any reason **We** reinstate **Your** policy, a £10 administration fee applies to any amendments made. Any increase or improvement in cover will be subject to a 14 day deferment period.

CANCELLATION RIGHTS

You can cancel at any time.

If **You** cancel within the first 14 days of policy inception, and no claim has been made, **You** will receive a full refund of any premium paid.

If **You** have a lunar / calendar monthly policy, cover will be cancelled with effect from the date **Your** next policy premium is due.

If **You** have an annual policy and have not made a claim, a return of premium will be issued in accordance with **Our** cancellation rates, as follows:

Time on risk	Percentage of premium returned
One month	80% less £10
Two months	70% less £10
Three months	60% less £10
Four months	50% less £10
Five months	40% less £10
Six months	30% less £10
Seven months	25% less £10
Eight months	20% less £10
Over nine months	Nil

If **You** have made a claim, **You** will not be entitled to any refund.

We may cancel this insurance with immediate effect at any time, for any valid reason, by giving written notice. If **We** do, **We** will return the premiums paid, in accordance with the above table. Valid reasons include, but are not limited to **You** or anyone acting on **Your** behalf being aggressive towards **Our** employees, fraud or attempted fraud by **You** or anyone acting on **Your** behalf and/or **Your** failure to abide by any request from **Us** to take specified precautionary measures. If **We** cancel this policy **Our** liability then ceases immediately but without affecting **Your** or **Our** rights under the policy up to the cancellation date. Notice will be treated as sufficiently given if sent to an email or postal address provided by **You** to **Us**. No refund will be made, if the amount that would otherwise have been due (after cancellation and other relevant charges) would have been £25 or less.

Should **You** wish to alter **Your** policy or cancel it please contact **Our** office. This can be done in writing at the address noted below, by phone on 03300 244 005, fax 03300 242 971 or email hello@emporium.co.uk.

For alterations and cancellation at renewal please write to the address noted below, telephone 03300 244 005, fax 03300 242 971 or email hello@emporium.co.uk. If **You** have not received an acknowledgement from **Us** within 14 days of sending details, **You** must post the details by recorded delivery.

If **You** wish to appeal against any decision regarding the administration of **Your** policy (new business, mid-term or renewal), please write to the Customer Contact Manager. If **You** wish to submit a formal complaint, please refer to **Our** Complaint Handling Procedure.

PREMIUM AND EXCESS REVIEW

1. The premium and **Excess** for this policy is reviewed at least once a year.
2. When reviewing **Your** premium and **Excess** **We** will consider any future impact to one or more of the following:
 - (a) Changes due to **Our** future claims experience is likely to be materially better or worse than **We** expected. This information includes changes to the number and types of claims **We** expect to pay or changes to the average expected amount paid per claim.

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- (b) Changes due to the relevant parts of the insurance and/or reinsurance market changing in a material way and **We** want to respond to those changes for commercial reasons.
- (c) Your circumstances change such as any change to **Your** address.
- (d) Changes due to legislative, tax or regulatory requirements such as:
 - i. expenses related to providing the insurance
 - ii. policy lapse rates which means the average time policies are held
 - iii. interest rates
 - iv. tax rates
 - v. the cost of any legal or regulatory requirements
- 3. As a result of the premium and **Excess** review, **Your** premium and/or **Excess** may go up, stay the same or go down and there is no limit to the amount of any change.
- 4. If **We** change **Your** premium and/or **Excess** and **You** do not wish to continue **Your** cover, **You** should contact **Us** to cancel.

COMPLAINT HANDLING PROCEDURE

If **You** are unhappy with any aspect of **Our** service and wish to make a formal complaint, please put **Your** complaint in writing and address **Your** complaint to the Chief Executive Officer. **We** will issue a response within 8 weeks from the date **We** receive **Your** complaint.

All correspondence should be addressed to The Insurance Emporium, Thorpe Underwood Hall, Ouseburn, York YO26 9SS.

If **You** do not receive satisfaction through **Our** internal complaint handling procedure, **You** may refer **Your** complaint to the Financial Ombudsman Service within 6 months of the date of the Chief Executive Officer's response:

- address: Exchange Tower, London, E14 9SR
- tel: 0800 023 4 567 or 0300 123 9 123
- email: complaint.info@financial-ombudsman.org.uk
- website: www.financial-ombudsman.org.uk

FAIR PROCESSING NOTICE

We take your privacy very seriously. Please read this Fair Processing Notice carefully as it contains information on who we are, how and why we collect, store, use and share personal information, your rights in relation to your personal information and on how to contact us and supervisory authorities in the event that you have a complaint.

We collect, use and are responsible for certain personal information about you. When we do so we are subject to the General Data Protection Regulation which applies across the European Union (including in the United Kingdom) and we are responsible as "joint controllers" of that personal information for the purposes of those laws.

Who are we?

When we refer to "we" "us" and "our" in this notice it means The Equine and Livestock Insurance Company Limited, its trading names and Appointed Representatives shown below:

The Equine and Livestock Insurance Company Limited
trading as:

- The Insurance Emporium
- Breeder Choice
- Dove Pet Care
- E&L
- Kamkit
- National Pet Register
- www.horse-insurance.co.uk
- www.pet-insurance.co.uk
- www.insurance4mycaravan.co.uk
- www.my-weddinginsurance.co.uk

Entertainment & Leisure Insurance Services (in administration) (Appointed Representative)

Entertainment & Leisure Insurance Services Ltd (Appointed Representative)

Entertainment and Leisure Insurance Services (Jersey) Ltd (Appointed Representative)

Lifestyle Policy Limited (Appointed Representative)

We are joint controllers of your personal information. For details as to the joint controller arrangement in place between the parties, please contact us using the details set out in the **“How to contact us”** section below.

When we say “you” and “your” in this notice, we mean anyone whose personal information we may collect, including:

- anyone seeking an insurance quote from us or whose details are provided during the quotation process
- policyholders and anyone named on or covered by the policy
- anyone who may benefit from or be directly involved in the policy or a claim, including claimants and witnesses

What is personal information?

It is any information relating to an identified or identifiable individual.

What personal information do we collect?

We may collect the following types of personal information from you, your representative or from information you have made public, for example social media:

- your name and contact information, including email address and telephone number
- information to enable us to check and verify your identity, e.g. your date of birth, portal password
- your financial details such as direct debit or payment card information
- details of any other insurance you hold if it is relevant to your claim
- photographs and/or video to help us assess your claim
- your claim history
- your medical information if it is relevant to your policy or claim
- your criminal convictions if it is relevant to your policy or claim
- your accessibility details if we need to make reasonable adjustments to help
- your business activities if it is relevant to your policy or claim

This personal information is requested to provide products and services to you. If you do not provide the personal information we ask for, it may delay or prevent us from providing products and services to you.

How do we collect your personal information?

We collect most of this personal information directly from you – in person, by telephone or email and via our website and customer portal. However, we may also collect information from:

- publicly accessible sources e.g. Companies House or HM Land Registry
- cookies on our website – for more information on our use of cookies, please see our cookies policy
- veterinary and/or referral practices, charities and breeders
- any other insurer with whom you have relevant insurance
- emergency services, law enforcement agencies, medical and legal practices
- brokers and affiliates
- suppliers of repair or replacement estimates
- loss adjusters and our consultant veterinary advisors
- other involved parties, for example, claimants or witnesses

How and why we use your personal information

Under data protection law, we can only use your personal information if we have a proper reason for doing so, e.g.:

- to comply with our legal and regulatory obligations (*“Compliance with Law”*)
- for the performance of our contract with you or to take steps at your request before entering into a contract (*“Performance of a Contract”*)
- for our legitimate interests or those of a third party (*“Legitimate Interests”*)
- where you have given consent (*“Consent”*)

A legitimate interest is when we have a business or commercial reason to use your information, so long as this is not overridden by your own rights and interests.

What we use your personal information for

- to provide quotes, administer policies and claims
Lawful basis: Performance of a Contract
- to prevent and detect fraud against you or us
Lawful bases: Compliance with Law or Legitimate Interests (to protect You or Us from fraud)
- processing necessary to comply with professional, legal and regulatory obligations that apply to our business
Lawful basis: Compliance with Law
- gathering and providing information required by or relating to audits, enquiries or investigations by regulatory bodies
Lawful Bases: Compliance with Law or Legitimate Interests (to cooperate with regulators)
- ensuring business policies are adhered to e.g. policies covering security and internet use
Lawful basis: Legitimate Interests (to comply with our policies)
- ensuring the confidentiality of commercially sensitive information
Lawful basis: Legitimate Interests (to maintain confidentiality of sensitive information)

- statistical analysis to help us manage our business e.g. in relation to our financial performance, customer base, product range or other efficiency measure
Lawful basis: Legitimate Interests (to operate our business in a more efficient manner)
- preventing unauthorised access and modifications to systems
Lawful bases: Compliance with Law and Legitimate Interests (to protect the integrity of our systems)
- updating and enhancing customer records
Lawful basis: Legitimate Interests (to operate our business properly)
- statutory returns
Lawful basis: Compliance with Law
- marketing our services and those of selected third parties to:
 - existing and former customers
 - third parties who have previously expressed interest in our products
 - third parties with whom we have no previous dealings*Lawful bases: Consent or Legitimate Interests (to develop and grow our business)*
- external audits and quality checks and the audit of our account
Lawful bases: Compliance with Law or Legitimate interests (to ensure that our business is being run in an appropriate manner)

Promotions communications

We may use your personal information to send you updates (by email, text message, telephone or post) about our products, including exclusive offers, promotions and new products.

We have a legitimate interest in processing your personal information for promotional purposes (see above “**How and why we use your personal information**”). This means we do not usually need your consent to send your promotional communications. However, where consent is needed, we will ask for this consent separately and clearly.

We will always treat your personal information with the utmost respect and never sell it to other organisations for marketing purposes.

You have the right to opt out of receiving promotional communications at any time by:

- contacting us at data@emporium.co.uk
- using the “unsubscribe” link in emails
- write to us at the address shown in “**How to contact us**” below

We may ask you to confirm or update your marketing preferences if you instruct us to provide further products in the future, or if there are changes in the law, regulation or the structure of our business.

Who do we share your personal information with?

As joint controllers we will share your personal information amongst ourselves.

We may also share your personal information with:

- third parties we use to help deliver our products and services to you e.g. payment service providers, repairers, veterinary advisors, legal advisors and loss adjusters
- other third parties we use to help us run our business, e.g. marketing agencies, website hosts, online review platforms
- third parties approved by you e.g. social media sites you choose to link your account to or third party payment providers
- Insurance Fraud Bureau
- other insurers, reinsurers, insurance intermediaries, regulators, law enforcement and the Financial Ombudsman Service (FOS) and other companies that provide services to us or you

We only allow our service providers to handle your personal information if we are satisfied that they take appropriate measures to protect your personal information. We may also share personal information with external auditors, e.g. in relation to accreditation and the audit of our accounts.

We may disclose and exchange information with law enforcement agencies and regulatory bodies to comply with our legal and regulatory obligations.

We may also need to share some personal information with other parties, such as potential buyers of some or all of our business or during a re-structuring. Usually, information will be anonymised but this may not always be possible. The recipient of the information will be bound by confidentiality obligations.

Where do we hold your personal information?

Information may be held at our offices, third party agencies and service providers (see above: “**Who do we share your personal information with?**”)

Some of these third parties may be based outside the European Economic Area. For more information, including on how we safeguard your personal information when this occurs, see below: “**Will we transfer your personal information out of the EEA?**”

How long do we keep your personal information?

We will keep your personal information for as long as we need it to administer your policy or manage our business. Thereafter, we will keep your personal information for as long as is necessary:

- to respond to any questions, complaints or claims made by you or on your behalf
- to show that we treated you fairly
- to keep records required by law

We will not retain your personal information for longer than necessary for the purposes set out in this notice.

Will we transfer your personal information out of the EEA?

To deliver services to you, it is sometimes necessary for us to share your personal information outside the European Economic Area (EEA). These transfers are subject to special rules under European and UK data protection law. Non-EEA countries do not have the same data protection laws as the United Kingdom and EEA. Where personal information is transferred to and stored in a country not determined by the UK or the European Commission as providing adequate steps of protection for personal information, we take steps to provide appropriate safeguards to protect your personal information, including entering into standard contractual clauses approved by the UK or the European Commission, obliging recipients to protect your personal information.

If you would like further information on the specific mechanism used by us when transferring your personal information outside of the UK or the EEA, please contact us using the details set out in the “**How to contact us**” section below.

What are your rights?

You have the following rights, which you can exercise free of charge:

- Access - the right to be provided with a copy of your personal information
- Rectification - the right to require us to correct any mistakes in your personal information
- To be forgotten - the right to require us to delete your personal information – in certain situations
- Restriction of processing - the right to require us to restrict processing of your personal information – in certain circumstances e.g. if you contest the accuracy of the data
- Data portability - the right to receive personal information you provided to us, in a structured, commonly used and machine readable format and/or transmit that data to a third party – in certain situations
- To object - the right to object:
 - at any time to your personal information being processed for direct marketing
 - in certain other situations to our continued processing of your personal information e.g. processing carried out for the purpose of our legitimate interests

For further information on each of those rights, including the circumstances in which they apply, please contact us or see the Guidance from the UK Information Commissioner’s Office (ICO) on individuals’ rights under the General Data Protection Regulation.

If you would like to exercise any of those rights, please:

- request and complete a Data Subject Access Request form; or
- email, call or write to us — see below: “**How to contact us**”; and
- let us have enough information to identify you (e.g. your full name, address and policy number); and
- let us have proof of your identity and address (a certified copy of your driving licence or passport and a recent utility bill); and
- let us know what right you want to exercise and the information to which your request relates.

How do we keep your personal information secure?

We have appropriate security measures to prevent information from being accidentally lost, or used or accessed unlawfully. We limit access to your personal information to those who have a genuine business need to access it. Those processing your information will do so only in an authorised manner and are subject to a duty of confidentiality.

We also have procedures in place to deal with any suspected data security breach. We will notify you and any applicable regulator or a suspected data security breach where we are legally required to do so.

If you want detailed information from Get Safe Online on how to protect your information and your computers and devices against fraud, identity theft, viruses and many other online problems, please visit www.getsafeonline.org. Get Safe Online is supported by HM Government and leading businesses.

What if I believe my personal information has been mishandled?

We encourage you to contact us in the first instance - see below: “**How to contact us**” but you are entitled to go directly to the Information Commissioner’s Office (ICO) at www.ico.org.uk or telephone 0303 123 1113.

How to contact us

Please contact us by post, email or telephone if you have any questions about this notice or the information we hold about you.

Data Protection Officer
Thorpe Underwood Hall
Ouseburn

York
YO26 9SS
e: gdpr@emporium.co.uk
t: 01423 333483

Changes to our Fair Processing Notice

We may change this notice from time to time; the most recent version will always be available on our website.

APPENDIX 1 – SECURITY REQUIREMENTS FOR PHOTOGRAPHIC EQUIPMENT

You must adhere to the following **Security Requirements** otherwise **Your** insurance may be invalid and **We** may reject a claim:

HOUSE / APARTMENT / PHOTOGRAPHIC STUDIO

- brick, concrete or stone private house of standard construction with a slate, tiled or multi-layered roof
- a self-contained apartment within the above
- brick, concrete or stone building of standard construction with a slate, tiled or multi-layered roof within which composed photographs are taken and/or print or photographic film is developed

Up to £19,999 (total sum insured)

The **Photographic Equipment** must be kept inside with security devices in operation.

£20,000 + (total sum insured)

The **Photographic Equipment** must be kept inside with security devices in operation PLUS a National Security Inspectorate (NSI) approved and maintained alarm.

£30,000 + (total sum insured)

The **Photographic Equipment** must be kept inside with security devices in operation PLUS a National Security Inspectorate (NSI) approved and maintained alarm which must be connected to a Police station and an Alarm Receiving Central station (ARC).

UNATTENDED VEHICLE BETWEEN 6AM AND 9PM

1. All doors, windows and other openings of the vehicle are left closed, securely locked and fastened; AND
2. Any security devices installed in the vehicle are in operation; AND
3. The **Photographic Equipment** must be stored out of sight; AND
4. Vehicle must have (i) valid motor insurance (ii) valid MOT where applicable (iii) current Vehicle Excise Duty where applicable and (iv) all windows and locks capable of rendering the vehicle secure;

AND: SINGLE ITEM INSURED £3,000 + / TOTAL SUM INSURED £10,000+

5. Vehicle must be fitted with a Thatcham category 1 alarm / immobiliser OR category 2 immobiliser OR category 3 steering lock. If any category 1 or 2 device is not factory fitted, it must have been installed by an approved installer and evidence of this must be provided in the event of a claim.

UNATTENDED VEHICLE BETWEEN 9PM AND 6AM

1. All doors, windows and other openings of the vehicle are left closed, securely locked and fastened; AND
2. Any security devices installed in the vehicle are in operation; AND
3. The **Photographic Equipment** must be stored out of sight; AND
4. Vehicle must have (i) valid motor insurance (ii) valid MOT where applicable (iii) current Vehicle Excise Duty where applicable and (iv) all windows and locks capable of rendering the vehicle secure; AND
5. Vehicle must be fitted with a Thatcham category 1 alarm / immobiliser OR category 2 immobiliser OR category 3 steering lock. If any category 1 or 2 device is not factory fitted, it must have been installed by an approved installer and evidence of this must be provided in the event of a claim.

APPENDIX 2 – SECURITY REQUIREMENTS FOR GADGETS AND MOBILE PHONES

You must adhere to the following **Security Requirements** otherwise **Your** insurance may be invalid and **We** may reject a claim:

HOUSE / APARTMENT / PHOTOGRAPHIC STUDIO

- brick, concrete or stone private house of standard construction with a slate, tiled or multi-layered roof
- a self-contained apartment within the above
- brick, concrete or stone building of standard construction with a slate, tiled or multi-layered roof within which composed photographs are taken and/or print or photographic film is developed

The **Gadget** or **Mobile Phone** must be kept inside with security devices in operation.

UNATTENDED VEHICLE BETWEEN 6AM AND 9PM

1. All doors, windows and other openings of the vehicle are left closed, securely locked and fastened; AND
2. Any security devices installed in the vehicle are in operation; AND
3. The **Gadget** or **Mobile Phone** must be stored out of sight; AND
4. Vehicle must have (i) valid motor insurance (ii) valid MOT where applicable (iii) current Vehicle Excise Duty where applicable and (iv) all windows and locks capable of rendering the vehicle secure.

UNATTENDED VEHICLE BETWEEN 9PM AND 6AM

1. All doors, windows and other openings of the vehicle are left closed, securely locked and fastened; AND
2. Any security devices installed in the vehicle are in operation; AND
3. The **Gadget** or **Mobile Phone** must be stored out of sight AND
4. Vehicle must have (i) valid motor insurance (ii) valid MOT where applicable (iii) current Vehicle Excise Duty where applicable and (iv) all windows and locks capable of rendering the vehicle secure; AND
5. Vehicle must be fitted with a Thatcham category 1 alarm / immobiliser OR category 2 immobiliser OR category 3 steering lock. If any category 1 or 2 device is not factory fitted, it must have been installed by an approved installer and evidence of this must be provided in the event of a claim.