

EOS magazine



Photo **insurance**

All risk photographic equipment insurance for non-professional photographers

Welcome to County

Dear Customer,

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

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

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

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

A handwritten signature in black ink, appearing to read 'Malcolm Sydenham', is written over a horizontal line. The signature is slanted upwards to the right.

Malcolm Sydenham
Director

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Your Policy

Your policy is made up of:

- the policy booklet; and
- the schedule

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

The contract of insurance

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

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

How to read your policy

This policy must be read as a whole.

Your cover

Photographic equipment as defined in your schedule.

How to make a claim

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

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

To report a claim, please contact:

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

or

Out of hours claims telephone number: 03330 107 190

Claims email address: uk.newclaims@penunderwriting.com

We will tell you what to do next.

You will be sent a claim form which you will need to check and change if any of the details you have given the company are not correct or complete. You should sign the claim form and return it with any other information that the company asks for as soon as possible.

Please also read General Conditions 2 and 3 on page 8. If temporary repairs are needed to stop further damage, you should arrange for them to be done immediately. Keep the bills because they may form part of your claim.

The company must have the chance to see the damage and approve the estimates before work begins. But depending on the work involved and the cost, the company may tell you to go ahead and get the work done without them seeing the damage.

How to make a complaint

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

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

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

If you are unhappy with our response and wish to complain, please contact: please contact the Pen Underwriting Limited Complaints Officer quoting Your policy or claim number.

Pen Underwriting Limited Complaints Officer
55 Blythswood Street

Glasgow
G2 7AT

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

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

Your complaint will be acknowledged within 5 business days of receipt. If the complaint is not resolved within 4 weeks of receipt Pen Underwriting will write to You and let You know what further action will be taken. A final response letter will be issued within 8 weeks of receipt. Upon receipt of the letter if You remain dissatisfied You may refer Your complaint to the Financial Ombudsman Service.

If after making a complaint to Pen Underwriting (Delegated) You are dissatisfied with Our "Final response" (or if Your complaint remains unresolved after 8 weeks of initially telling Us) You may be able to refer Your complaint to the Financial Ombudsman Service (FOS) at:

The Financial Ombudsman Service Exchange Tower
London E14 9SR

Tel: 0800 023 4567 (for landline users)

0300 123 9123 (for mobile users)

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

The FOS may review Your complaint subject to certain eligibility criteria

Further details of the FOS can be obtained from www.financial-ombudsman.org.uk

Identity of insurers

Argo Direct Limited on behalf of ArgoGlobal SE.

Argo Direct Limited is registered in England and Wales: No. 4019569. Registered address: Exchequer Court, 33 St Mary Axe, London, EC3A 8AA.

Covéa Insurance plc is registered in England and Wales: No.613259. Registered office: Norman Place, Reading, RG1 8DA

Argo Direct Limited is authorised and regulated by the Financial Conduct Authority. ArgoGlobal SE is authorised by the Malta Financial Services Authority to carry on General Insurance Business under the Insurance Business Act, 1998. Covea Insurance plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Several Liability

The liability of the Underwriters is several and not joint and is limited solely to the extent of their individual proportions as shown in the attached table of security. The Underwriters are not responsible for the subscription of any co-subscribing underwriter or any other insurer or co-insurer who for any reason does not satisfy all or part of its obligations.

Table of Security

| | |
|-------|-----|
| Argo | 70% |
| Covéa | 30% |

Important Information about your Policy

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

This booklet, the proposal form (Statement of Fact), schedule and any credit/debit cards are evidence of that contract and should be read as if they are one document. Please read them carefully to ensure that your cover is exactly what you need, and keep all documents in a safe place.

When drawing up this contract we have relied on the information and statements you have provided. During the period of insurance you are insured for those sections shown in your Schedule as being included.

This contract does not give, or intend to give, rights to anyone else. No one else can enforce any part of this contract.

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

The Law applicable to this insurance

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

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

Your total peace of mind

All insurers are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the Scheme if they are unable to meet their obligations to you under this contract.

If you were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of the contract.

Further information about this scheme is available from:

Financial Services Compensation Scheme PO Box 300, Mitcheldean, GL17 1DY

Tel: 0800 678 1100 or 020 7741 4100

www.fscs.org.uk

Our Agreement with you

This policy is a legal contract between you and us.

When you take out, amend, or renew your policy, we will ask various questions that are relevant to us accepting the risk of insurance, and on what terms. When you answer those questions, you are required to take care not to misrepresent any information and to give us all of the information you are asked for. If you give us incorrect or incomplete information the wrong terms may be quoted, we may be entitled to reject payment of a claim, or payment could be reduced. In certain circumstances your policy might be invalid and you may not be entitled to a refund of premium.

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

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

Our use of language

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

General Data Protection Regulation

How we use your information

Please read the following carefully as it contains important information relating to the details that you have given us. You should show this notice to any other party related to this insurance.

Who we are

You are giving your information to them and their associated companies. In this information statement, 'we' 'us' and 'our' refers to them unless otherwise stated.

Pen Underwriting Limited are the data controller of any personal information you provide to us or personal information that has been provided to us by a third party. We collect and process information about you in order to arrange insurance policies and to process claims. Your information is also used for business purposes such as fraud prevention and detection and financial management. This may involve sharing your information with third parties such as insurers, brokers, reinsurers, claims handlers, loss adjusters, credit reference agencies, service providers, professional advisors, our regulators, police and government agencies or fraud prevention agencies.

We may record telephone calls to help us monitor and improve the service we provide. For further information on how your information is used and your rights in relation to your information please see our Privacy Policy - <https://www.penunderwriting.co.uk/Privacy-and-Cookies>. If you are providing personal data of another individual to us, you must tell them you are providing their information to us and show them a copy of this notice.

Sensitive Information

Some of the information we ask you for may be sensitive personal data, as defined by the Data Protection Act 1998 (such as information about health or criminal convictions). We will not use such sensitive personal data about you or others except for the specific purpose for which you provide it and to carry out the services described in your policy documents. Please ensure that you only provide us with sensitive information about other people with their agreement.

Fraud Prevention Agencies

If false or inaccurate information is provided and fraud is identified or suspected, details may be passed to fraud prevention agencies. Law enforcement agencies may access and use this information.

We and other organisations may also access and use this information to prevent fraud and money laundering, for example when:

Checking details on applications for credit and credit related or other facilities;

Recovering debt;

Checking details on proposals and claims for all types of insurance;

Checking details of job applicants and employees

Please contact the Data Protection Liaison Officer at the address below if you want to receive details of the relevant fraud prevention agencies.

We and other organisations may access and use from other countries the information recorded by fraud prevention agencies.

Claims History

Insurers pass information to the Claims and Underwriting Exchange Register (CUE) run by Insurance Database Services Ltd (IDS Ltd). Under the conditions of your policy, you must tell us about any incident (such as a fire, water damage, theft or an accident) which may or may not give rise to a claim. When you tell us about an incident, we will pass information relating to it to the registers.

How to contact us

On payment of a small fee, you are entitled to receive a copy of the information we hold about you. Any fee charged will be in line with the guidance issued by the Information Commissioner's Office for such information requests. If you have any questions, or you would like to find out more about this notice you can contact us by writing to:

Data Protection Liaison Officer
Pen Underwriting Limited
The Affinity Claims Team
PO BOX 1291
Preston
PR2 0QJ
Tel: 03301 026 796

Definitions

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

The company A consortium of Argo Direct Limited on behalf of ArgoGlobal SE; AIG Europe Limited; Covéa Insurance plc.

We, Us, Our County Insurance Services Limited.

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

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

Excess The amount you must pay towards any claim.

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

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

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

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

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

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

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

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

What you are insured against

Loss of or damage to the equipment

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

Fire, explosion, lightning, earthquake, smoke.

But not:

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

Theft or attempted theft.

But not:

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

Riot, civil commotion or strikes.

Storm or flood.

Vandalism or malicious damage.

But not:

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

Special Pairs and Sets

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

Accidental damage

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

However, the company will not pay for damage:

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

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

What you are insured against

The company will pay for accidental loss of, or damage to, your Photographic, Video and home based Business Equipment, Sound Recording Equipment and Laptop Computers anywhere in the British Isles if you take them outside the British Isles for up to 60 days at a time.

However, the company will not pay for loss or damage:

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

What is not insured

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

Section 3 Personal Liabilities

Liability to the public

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

However, the company will not pay for damage:

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

The most the company will pay for a claim is £1,000,000.

The company will also pay all costs and legal fees for defending you, as long as the company has agreed to this in writing beforehand.

Settling claims

- 1 The company will pay the replacement cost of the item, or the company will repair or replace the item as new. This will be at the discretion of the company.
- 2 The company will not pay more than the sum insured for a claim. The amount the company will pay will

also depend on any limits shown in the policy or schedule.

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

General Conditions which apply to all sections

Your duty

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

Accidents and losses

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

Claims procedure

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

For any loss or damage claim you must:

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

Other insurance

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

Settling disagreements

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

Preventing loss or damage

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

Security

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

Keys and all details of any codes or combinations relating to any part of the intruder alarm installation and any safe or strong room be removed from the premises whenever the premises are left unattended.

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

Fraud

You or any person acting for you must not make false claims.

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

Changes that may affect your cover

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

- You change the address where you normally live;
 - Your property is unoccupied for more than 60 days;
 - You change jobs;
 - A change of occupancy or use in excess of 14 days;
 - Lack of maintenance (if the property is unoccupied);
 - You are convicted or have a conviction pending for any offence other than motoring;
 - You suffer a loss for which you are not claiming;
-
- The company may then re-assess your cover and premium. If you do not tell the company about any relevant changes, the company may:
 - charge you the wrong premium;
 - reject or refuse your claim;
 - declare your policy invalid.

If you miss a payment

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

If you have not paid your premium

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

Canceling your policy

1) Your rights

You may cancel this Policy in the first year of insurance within a period which begins 14 days from the commencement of cover or receipt of Policy documentation whichever is the later

You may exercise this right by writing to Your insurance adviser or Us instructing cancellation

This right does not apply at the first or any subsequent renewal of this Policy

1.2) You may cancel this Policy after the 'cooling off' period by sending written notice of cancellation by registered post to Your insurance advisor. Such cancellation will be effective no more than sixty days after the date of posting. At Our discretion, in the event of non-payment of premium the cancellation shall be effective ten days after the date of posting. Sending notice by registered post shall be sufficient notice and the effective date and hour of cancellation stated in the notice shall become the end of the Period of Insurance.

If You cancel this policy then You may be entitled to a proportionate refund premium based on the number of days remaining in the Period of Insurance less a £25 administration charge, unless a claim has been made or an incident notified to Us which could give rise to a claim, during the Period of Insurance whereby should the estimated or paid claim cost exceed the premium for the spend period, the cost of the claim will be deducted from the return premium payable. The total amount refunded to You will be calculated by Us in accordance with the process set out above. The calculation made by Us will be final and binding.

Parties to this contract

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

General exceptions which apply to all sections

You are not covered for any of the following:

Radioactivity

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

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

War

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

Sonic bangs

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

Loss of value

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

Events before the policy starts

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

Pollution or Contamination

This policy does not cover loss or destruction of, or damage to, any property, or death of or bodily injury to any person directly or indirectly caused by pollution or contamination, unless the pollution or contamination is directly caused by a sudden, identifiable, unintended and unexpected incident which occurs in its entirety at a specific time and place during the period of insurance.

All pollution or contamination that arises out of one incident shall be deemed to have occurred at the time such incident takes place.

Terrorism

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

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

www.county-insurance.co.uk



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