



## POLICY DOCUMENT



## Welcome to Guardcover

### Thank you for insuring with us.

We have designed the photoGuard policy to provide cover for a wide range of photographers and film makers, whether professional, amateur or keen enthusiast.

It is important that you read this document, along with your Insurance Schedule, to make sure the product is right for your needs. These documents form the contract between you and us. If any information is incorrect, please tell us straightaway as this could affect your insurance cover.

## Contact Us

If you would like to talk to us about your policy, please call us on **0333 004 6555**.

## How to make a claim

If you need to make a claim, please download a claim form from your online account and if you have any enquiries, please call us on **0333 004 6555**.

You can also refer to the claims section for further details.

## Your Cancellation Rights

If you decide that this policy does not meet your insurance needs then you can cancel within the 14 day cooling-off period and, if no claims have been made or are pending, we will refund your premium in full. The cooling-off period starts from when the policy begins or when you receive your policy documents, whichever is later. On the condition that no claims have been made or are pending, your administrator will then refund your premium in full.

If you wish to cancel your policy after 14 days, you will be entitled to a pro-rata refund of premium, less a cancellation fee of £10, as long as no claim has been made or is pending. Where a claim has been made, a refund will not be given.

**Important if you are paying monthly:** If you pay your premium by monthly instalments and a claim is made or is pending, you must continue to pay the instalments until the premium is paid in full.

For full details of cancelling the policy please see the cancellation details in the 'General Conditions Applicable to Your Cover' section of the policy.

Thank you for choosing photoGuard.

We hope you are pleased with your cover and the service that we provide.

**The Guardcover Team**



<b>Welcome to Guardcover</b>	<b>2</b>
Contact Us	2
How to make a claim	2
Your Cancellation Rights	2
<b>Definitions</b>	<b>4</b>
<b>Important Information</b>	<b>6</b>
Requirements: At Your Insured Location	6
Requirements: Away from Your Insured Location	6
Requirements: In-Vehicle Cover	6
Drone/Unmanned Aerial Vehicle Requirements	6
Public Liability Only Cover	6
Details of Your Excess	7
<b>Section 1 - Your Cover</b>	<b>8</b>
Insured Items Cover	8
Replacement Equipment Hire	9
Lend To A Friend	10
Public Liability	10
Personal Accident	11
<b>Section 2 - Optional Covers</b>	<b>13</b>
Global Travel	13
Public Liability – extended cover option or Public Liability Only	14
Mechanical Breakdown	16
<b>General Exclusions applicable to Your Cover</b>	<b>17</b>
<b>General Conditions applicable to Your Cover</b>	<b>18</b>
<b>Watford Insurance Company Europe Limited Information Notice</b>	<b>21</b>
<b>How to make a claim</b>	<b>22</b>
Claims for Insured Items	22
Public Liability Claims	22
All Claims	22
<b>What to do if You have a complaint</b>	<b>23</b>
Policy Sales	23
Policy Claims	23
Financial Ombudsman Service	23
<b>Information about Your Insurance Providers</b>	<b>24</b>
<b>How to Contact Us</b>	<b>24</b>
<b>Compensation Scheme</b>	<b>24</b>
<b>Law Applicable to this Contract</b>	<b>24</b>



Here are the explanations of the key words **we** have used within **your** documentation. The key words are printed in bold type throughout this document and the meanings of these words are set out below.

- Computer Virus** – a set of corrupting, harmful, or otherwise, unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.
- Electronic Data** – facts, concepts and information stored to form useable data for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware.
- Endorsement** – any additional terms and conditions specified on **your** Insurance Schedule.
- Equipment Case** – a purpose designed photographic or video equipment case.
- Excess** – the first amount of each valid claim which **you** must pay.
- Insured Item(s)** – all property included within **your sum insured** consisting of **your property insured, technological equipment and technological accessories.**
- Insured Location** – where the **insured items** are usually kept and at the address stated in **your** Insurance Schedule. This must be a building of standard brick or stone construction and either **your** main place of residence or **your** photography or film business premises or studio as described below:
- a) Private house, photography or film business premises or studio - the main structure within the immediate private property boundaries;
  - b) Flat, apartment, or shared house – the self-contained room(s) in which **you** live;
  - c) Halls of Residence – the self-contained, lockable private room(s) in which **you** live.
- We** also include holiday properties – any secure holiday home, caravan/motorhome, guesthouse room or hotel room being used by **you** as a temporary travel residence.
- Market Value** – the **value** of the **insured item** being claimed for considering its age, type, and general condition immediately before the damage occurred.
- Mechanical Breakdown** – a mechanical, constructional, electronic or electrical fault and/or derangement, or a defect in operation to electrical **property insured** which stops the **property insured** fulfilling its intended purpose.
- Period of Insurance** – the period, from the start date of **your** policy, as detailed on **your** Insurance Schedule.
- Policy Partner(s)** – means fellow photographers who assist **you** in the production of photography or filming; who **you** have included under the Public Liability Extension section of this Policy Wording, and who must be a resident of and domiciled in the **United Kingdom.**
- Principal** – any public authority, government body, company, firm, organisation or person for whom **you** are undertaking a contract.
- Property Insured** – photographic or film equipment and props, belonging to **you** or for which **you** are responsible.
- Sum Insured** – the amount set out on **your** Insurance Schedule representing the **value** of the **insured items** covered by **your** policy.
- Technological Equipment** – means desktop computing systems, printers, scanners, portable laptop computers, notebooks, e-Readers and tablets used in conjunction with **your** photographic activity.
- Technological Accessories** – means adaptors, cards, cases, data, headphones, storage devices, input devices, networking accessories, docking stations, security devices and webcams used with **your technological equipment.**



- Territorial Limits** – anywhere in the **United Kingdom** and up to 30 days worldwide, in total, during **your period of insurance**.
- Theft** – the unlawful taking of **insured item(s)** by way of either:
- a) Unauthorised access to a vehicle, **insured location** or storage location; or
  - b) Forcible and/or violent means, entry or exit.
- Unattended** – if the **insured item** is either not:
- a) being held or used by **you**;
  - b) within **your** immediate vicinity and where **you** are in a position to prevent interference with the **insured item**;
  - c) being held by an adult who is responsible for its safe keeping;
  - d) at the **insured location**;
  - e) in a locked room or locked cupboard; or
  - f) secured out of sight, in a vehicle with the specified security requirements in place.
- United Kingdom** – England, Scotland, Wales, Northern Ireland and Isle of Man.
- Unoccupied** – an **insured location**, other than a temporary travel residence, that has not been lived in for more than 30 consecutive days.
- Value** – means either:
- a) the usual new, undiscounted replacement cost (including VAT) from a reputable retailer;
  - b) **your** purchase price of pre-owned equipment; or
  - c) for collectable, rare or vintage items having a value greater than the usual replacement cost as new: a sum that is evidenced by a valuation from a competent reputable source and dated within 12 months of the commencement date of **your period of insurance**, and thereafter every three years.
- We/Us/Our** – Thistle Insurance Services Limited (on behalf of the PIB Group Limited), as the administrator, and UK General Insurance Limited (on behalf of Watford Insurance Company Europe Limited), as the Underwriter.
- You/Your** – the person named on your Insurance Schedule who lives in the **United Kingdom** on a permanent basis as a domiciled **United Kingdom** resident.



## Important Information

Please remember that each area of cover is subject to the terms and conditions detailed throughout this Policy Wording and on **your** Insurance Schedule, including any **endorsements**.

Cover only applies if **you** are a permanent, domiciled resident of the **United Kingdom**.

**We** do not cover mobile or smart phones.

The maximum individual or aggregate **value** of **insured items** is shown on **your** Insurance Schedule.

## Requirements: At Your Insured Location

For cover to apply whilst **your** items are at **your insured location**, please be aware that **your** items must be kept within the main structure of **your insured location**.

## Requirements: Away from Your Insured Location

When **you** are away from **your insured location**, cover will not apply if the **insured item** has been left **unattended**.

## Requirements: In-Vehicle Cover

**Theft** or attempted **theft** from a vehicle will only be covered if **your insured item** is stored out of sight, in an enclosed storage compartment, boot or luggage space. All vehicle doors and windows must be closed and securely locked and all vehicle security systems activated.

Accidental damage that occurs in a vehicle is only covered if the **insured item** is in a purpose-designed **equipment case**.

In-vehicle cover does not apply when the vehicle is at **your insured location**. All **insured items** need to be removed and stored within **your insured location**.

## Drone/Unmanned Aerial Vehicles Requirements

(Unmanned Aerial Vehicles are described as 'UAVs' in this Policy Wording)

The maximum **sum insured** for drones/UAVs is as specified on **your** Insurance Schedule; and cover is only available for drones/UAVs being used for photographic or filming purposes.

Cover will only apply if **you** have complied with the legal requirements for drone/UAV operation of the **United Kingdom** government and any Civil Aviation Authority guidelines.

Drones/UAVs are not covered under the Lend To A Friend, Public Liability, Personal Accident or Mechanical Breakdown sections of cover.

Drones/UAVs are not covered for any accidental damage that occurs within the first 21 days of the drone/UAV being added to **your** Insurance Schedule as an **insured item**.

Drones/UAVs are not covered whilst being used for business or commercial purposes.

## Public Liability Only Cover

If **you** have purchased cover for Public Liability only, please see the Public Liability details of cover in 'Section 2 – Optional Covers' of this Policy Wording.



## Details of Your Excess

All **insured items** claims are subject to the standard **excess** unless otherwise stated on **your** Insurance Schedule. Please note that if **your** claim includes a claim for loss or damage to a drone/UAV, the additional drone/UAV **excess** will apply as well as the standard **excess**.

Claim amount	Standard excess	Additional drone/UAV excess
Under £10,000	£100	£100
£10,000 plus	£200	£100

All Public Liability claims are subject to the following **excess** unless otherwise stated on **your** Insurance Schedule:

Public Liability claim type	Excess payable
Property claims	£500
Injury claims	Nil



This section details the covers automatically included within **your** policy.

## Insured Items Cover

### What is covered

**Your insured items** are covered for loss or damage caused by **theft**, attempted **theft**, accidental damage, malicious damage, vandalism, storm damage, flood and fire.

This policy will only cover **insured items** that are **your** own property or for which **you** are legally responsible. **We** will cover **you** within the **territorial limits**, and during the **period of insurance**.

Claims in respect of **your insured items** are settled on the following basis:

- New for old on **insured items** included within **your sum insured** at their new, replacement **value**
- The original purchase price on **insured items** included within **your sum insured** at their pre-owned **value** and/or, at our discretion
- **Market value**, if **you** are unable to demonstrate the **insured items** original **value**.

**We** will, at **our** option either replace the **insured item**, pay the cost of replacing the **insured item** or repair an **insured item** to its prior level of functionality.

If the item cannot be repaired, or the costs of repair exceed 80% of the costs of replacement, then **we** will replace the damaged part or **insured item** with a similar new article of like kind, functionality and quality. **We** may use specialist suppliers for repair or replacement chosen by **us**.

In the event of an approved claim to an **insured item** for **theft** or attempted **theft** from **your** vehicle, **we** will pay up to £300 for any damage caused to **your** vehicle at the time of the claim incident.

In the event of an approved claim to an **insured item** for **theft** or attempted **theft** from **your insured location**, **we** will pay up to £200 for any damage caused to the door or window locks of **your insured location** at the time of the incident.

### What is not covered

- The **excess**.
- Any claim where the normal security protections of the vehicle, **insured location** or storage location were not fully operative and in force.
- Any claim from a vehicle which is at the **insured location**.
- Mobile phones or smart phones.
- Any accidental damage claim for a drone/UAV where the incident occurs within the 21 days of the drone/UAV being added to **your** Insurance Schedule.
- Any claim arising out of or in connection with the use of a drone/UAV for business or commercial purposes.
- Any claim where evidence of ownership of the **insured item** has not been provided.
- Any costs associated with providing supporting claims information, including damage assessments.
- Any claim where **you** have not complied with the requirements, above, in the 'Important Information' section.
- **Theft** by a person to whom the **insured item** has been entrusted.
- **Theft** of an **insured item** that was under the responsibility of a transport provider.
- **Theft** from an **unoccupied insured location**.
- Any loss or damage caused through deliberate acts by **you**, **your** family or persons known to **you**.



- Accidental damage to an **insured item** sustained in transit unless the **insured item** is handed to a recognised transport provider, securely packaged in a purpose-designed **equipment case**, and a receipt obtained.
- Accidental damage to leads and cables.
- Underwater cameras damaged by water ingress.
- Failure to use or maintain the **insured item** in accordance with the manufacturer's instructions.
- Any claim outside of the **territorial limits**.
- Mechanical, electronic or electrical breakdown and/or derangement unless fire ensues immediately.
- Wear and tear, gradually operating causes, wet or dry rot, atmospheric or climatic conditions, frost, insect and vermin, marring, scratching, denting or any cosmetic change which does not impair the function and performance, corrosion, rust, change in temperature, dampness, dryness, shrinkage, evaporation, contamination, change in colour or finish, dust, chemical action or reaction.
- Any consumable items such as batteries, leads, cables, bulbs, fuses, wiring failure, disks and software, unless the software is purchased new as a standard software package used exclusively for the production of photography or filming, and providing that it cannot be reinstated from a back-up disk (any such back-up disk must be kept in a separate location), and that any code (a record of which must be kept by **you**) or protection device is no longer available or will operate, and sound cards (unless installed as part of the **insured item** and referred to on **your** Insurance Schedule).
- Faulty or defective design, materials or workmanship or latent defect and defects in operation.
- The matching of any parts of a set or collection.
- Any **insured item** that is lost.
- Any loss related to drone flyaway and where the drone cannot be recovered.
- Any liability more than the **sum insured**.
- Any loss or damage where **you** are entitled to cover under any other policy.

## Replacement Equipment Hire

### What is covered

Within the **United Kingdom** only, **we** will pay for the reasonable cost of the hire of alternative photographic or filming equipment for **you**, from a recognised reputable photographic retailer, whilst awaiting repair or replacement of **your insured item**, when the subject of an approved claim.

### What is not covered

- When the costs of hire have not been agreed with **us**.
- Hire costs that exceed either, the **value** of the **insured items**, the repair costs or £2,000 during any one **period of insurance**.
- Hire costs prior to **our** approval of the claim.
- Hire costs where evidence of expenditure cannot be provided.
- Hire costs for anyone other than **you**.
- Any equipment hires outside of the **United Kingdom**.



## Lend To A Friend

### What is covered

Within the **United Kingdom** only, **we** will provide accidental damage cover to **your property insured** that is lent to friends and family members for occasional use, within the terms defined in this Policy Wording.

Cover will apply for a maximum of 30 days during any one **period of insurance**.

The maximum amount of **property insured** that is covered under this section, at any one time, will be 100% of **your sum insured** or £10,000; whichever is the lesser. Under this section of cover, the **insured location** will be extended to include the main permanent residence (which needs to be of standard brick or stone construction) of **your** friend or family member.

### What is not covered

- Any **property insured** taken outside of the **United Kingdom**.
- The **excess**.
- Any loss not caused by accidental damage.
- Any cover excluded within the terms defined in this Policy Wording.
- Cover for damage to a friend or family members vehicle, or window and door locks to their property.
- **Technological equipment, technological accessories** and drones/UAVs.

## Public Liability

Cover under this section of Public Liability is only valid if **you** have **insured items** included within **your** policy and shown on **your** Insurance Schedule.

If **you** have chosen 'Public Liability Only' cover, please refer to the Public Liability cover in 'Section 2 – Optional Covers'.

### What is covered

Within the **territorial limits**, **we** will pay up to £1 million to indemnify **you** against legal liability for accidental bodily injury or death to any person; or accidental damage to third party property which arises from **your** use of or ownership of photographic equipment, sound and lighting equipment, camcorders and videos, binoculars, telescopes and related audio visual equipment.

The total amount payable includes reasonable legal defence costs and expenses incurred by **you** and agreed with **our** written consent.

Indemnity to **principal**: **we** will indemnify any **principal** in respect of legal liability of such **principal** arising out of work carried out by **you** under a contract or agreement providing **we** retain sole conduct and control of any claim and:

- a) an indemnity would have been provided under this policy had the claim been made against **you**;
- b) the **principal** complies with and is subject to the terms and conditions of this policy in so far as they can apply.



### What is not covered

- If **you** are under 16 at the time of the incident.
- The **excess**.
- Any legal liability incurred in North America.
- Any legal liability arising out of the ownership, possession or use of drones/UAVs, motorised vehicles, waterborne craft, airborne craft, animals, or firearms and weapons.
- Any legal liability arising out of or in connection with **your** trade, profession or business, or assumed under contract, other than that which is involved in the production of photography or filming.
- If legal liability arises from loss or damage to property which belongs to **you/your** family or is in **your** care, custody or control.
- If **you** are entitled to indemnity from another source.
- When punitive, exemplary or aggravated damages are awarded against **you**.
- Any legal liability where the other party involved is **your** employee or a member of **your** family or household.
- Any legal liability not involving the use of photographic equipment, sound and lighting equipment, camcorders and videos, binoculars, telescopes and related audio visual equipment and/or outside of the **territorial limits** shown on **your** Insurance Schedule.

## Personal Accident

### What is covered

Within the **territorial limits**, **we** will pay the amount shown below if at any time whilst **you** are using photographic equipment, sound and lighting equipment, camcorders and videos, binoculars, telescopes and related audio visual equipment, and are involved in an accident which shall, solely and independently of any other reason, cause a bodily injury as detailed below. **We** will pay for one amount in any one **period of insurance**.

**Permanent total disablement** – **You** suffer total and permanent disablement and are subsequently unable to engage in or attend to any profession, business or occupation whatsoever. The benefits shall not be payable until such disablement has continued for a period of 12 calendar months and is confirmed as permanent by a qualified medical practitioner.

**Loss of use of limbs** – **You** suffer total and irrecoverable loss of use of one hand or foot.

Injury	Maximum amount payable
Loss of use of limbs	£5,000
Loss of sight	£5,000
Permanent total disablement	£10,000
Death	£10,000

All benefits will be payable to **you**, **your** family or **your** nominees.



#### What is not covered

- If **you** are under 16 at the time of the incident.
- If the bodily injury is directly or indirectly caused by a drone/UAV.
- Permanent total disablement benefit if over the age of 65 at the time of the incident.
- Suicide, attempted suicide, intentional self-injury, deliberate exposure to exceptional danger (except to save human life), insanity, **your** own criminal act, when under the influence of drugs or alcohol; and when directly or indirectly resulting from stress, trauma or psychiatric illness.
- Any amount when death, injury or loss does not occur within 180 days of the accident.
- Any amount when it cannot be proven to **us** that the permanent total disablement has continued for 12 months from the date of the accident and will continue for the remainder of **your** life.
- More than one amount under this section.
- Any accident not involving the use of photographic equipment, sound and lighting equipment, camcorders and videos, binoculars, telescopes and related audio visual equipment and/or outside of the **territorial limits** shown on **your** Insurance Schedule.



### Optional Covers

The covers in this section only apply if the required additional premium has been paid and the cover is shown on **your** Insurance Schedule. These Optional Covers can extend the Section 1 'Insured Items Cover' & 'Public Liability Cover', and the exclusions detailed under 'What is not covered' will still apply unless shown in the Optional Cover sections below.

### Global Travel

This section only applies if the required additional premium has been paid and the cover is shown on **your** Insurance Schedule.

#### What is covered

For the following cover sections in this Policy Wording, the **territorial limits** are extended to anywhere in the world:

- Insured Items Cover
- The following Optional Covers, if shown on **your** Insurance Schedule:
  - Public Liability (excluding North America) & Personal Accident
  - Mechanical Breakdown

In the event of an approved claim in respect of an **insured item** damaged during transit abroad, with a transit provider, **we** will pay up to £300 for any damage caused to a purpose-designed **equipment case** that the **insured item** was being transported in at the time of the claim incident. The damage must have been caused whilst in transit with **your** transit provider.

In the event of an approved claim in respect of an **insured item** (where the claim incident occurred outside of the **United Kingdom**), **we** will pay for equipment hire costs incurred by **you** when hiring the same type of **insured item** that has been claimed for. Equipment must be hired from a recognised, reputable photographic retailer abroad; and the maximum payable is £250 during any one **period of insurance**.

#### What is not covered

- Costs of equipment hire abroad exceeding £250 during any one **period of insurance** or costs that are more than the **insured item value** or repair costs.
- Where evidence of equipment hire expenditure cannot be provided.
- "Lend To A Friend" cover is not extended beyond the **United Kingdom**.
- "Replacement Equipment Hire" cover is not extended beyond the **United Kingdom**.



### Public Liability – extended cover option or Public Liability Only

This section only applies if the required additional premium has been paid and the cover is shown on **your** Insurance Schedule, or if **you** have purchased 'Public Liability Only' cover.

#### Public Liability

##### What is covered

Within the **territorial limits**, **we** will pay up to £5million to indemnify **you** and any **policy partners** named on **your** Insurance Schedule against legal liability for accidental bodily injury; death to any person; or accidental damage to third party property, which arises from **your** or any **policy partners** use of or ownership of photographic equipment, sound and lighting equipment, camcorders and videos, binoculars, telescopes and related audio visual equipment.

The total amount payable includes reasonable legal defence costs and expenses incurred by **you** and any **policy partners** and agreed with **our** written consent.

Indemnity to **principal**: **we** will indemnify any **principal** in respect of legal liability of such **principal** arising out of work carried out by **you** under a contract or agreement providing **we** retain sole conduct and control of any claim and:

- a) an indemnity would have been provided under this policy had the claim been made against **you**;
- b) the **principal** complies with and is subject to the terms and conditions of this policy in so far as they can apply.

##### What is not covered

- When **you** or any **policy partner** are under 16 at the time of the incident.
- The **excess**.
- Any legal liability in North America.
- Any legal liability arising out of the ownership, possession or use of drones/UAVs, motorised vehicles, waterborne craft, airborne craft, animals, or firearms and weapons.
- Any legal liability arising out of or in connection with **your** trade, profession or business, or assumed under contract, other than that which is involved in the production of photography or filming.
- If legal liability arises from loss or damage to property which belongs to **you/your** family, any **policy partner** or is in **your** or any **policy partners** care, custody or control.
- If **you** or any **policy partner** are entitled to indemnity from another source.
- When punitive, exemplary or aggravated damages are awarded against **you** or any **policy partner**.
- Any legal liability where the other party involved is **your** employee, **policy partner** or a member of **your** family or household.
- Any legal liability not involving the use of photographic equipment, sound and lighting equipment, camcorders and videos, binoculars, telescopes and related audio visual equipment and/or outside of the **territorial limits** shown on **your** Insurance Schedule.



**Personal Accident**

This cover is included as part of **your** Public Liability cover.

**What is covered**

Within the **territorial limits**, **we** will pay the amount shown below if at any time whilst **you** are using photographic equipment, sound and lighting equipment, camcorders and videos, binoculars, telescopes and related audio visual equipment, and are involved in an accident which shall, solely and independently of any other reason, cause a bodily injury as detailed below. **We** will pay for one amount in any one **period of insurance**.

**Permanent total disablement** – **You** suffer total and permanent disablement and are subsequently unable to engage in or attend to any profession, business or occupation whatsoever. The benefits shall not be payable until such disablement has continued for a period of 12 calendar months and is confirmed as permanent by a qualified medical practitioner.

**Loss of use of limbs** – **You** suffer total and irrecoverable loss of use of one hand or foot.

Injury	Maximum amount payable
Loss of use of limbs	£5,000
Loss of sight	£5,000
Permanent total disablement	£10,000
Death	£10,000

All benefits will be payable to **you**, **your** family or **your** nominees.

**What is not covered**

- If **you** are under 16 at the time of the incident.
- If the bodily injury is directly or indirectly caused by a drone/UAV.
- Permanent total disablement benefit if over the age of 65 at the time of the incident.
- Suicide, attempted suicide, intentional self-injury, deliberate exposure to exceptional danger (except to save human life), insanity, **your** own criminal act, when under the influence of drugs or alcohol; and when directly or indirectly resulting from stress, trauma or psychiatric illness.
- Any amount when death, injury or loss does not occur within 180 days of the accident.
- Any amount when it cannot be proven to **us** that the permanent total disablement has continued for 12 months from the date of the accident and will continue for the remainder of **your** life.
- More than one amount under this section.
- Any accident not involving the use of using photographic equipment, sound and lighting equipment, camcorders and videos, binoculars, telescopes and related audio visual equipment and/or outside of the **territorial limits** shown on **your** Insurance Schedule.



## Mechanical Breakdown

This section only applies if the required additional premium has been paid and the cover is shown on **your** Insurance Schedule.

### What is covered

**Mechanical breakdown** to electrical items of **property insured** up to 5 years from the date of purchase, and which **you** have owned from new. Where the **property insured** is economical to repair but the parts required are obsolete, **we** will pay a cash settlement equivalent to the cost of the repair of the **property insured**.

### What is not covered

- The **excess**.
- Failure to use or maintain the **property insured** in accordance with the manufacturer's instructions.
- Drones/UAVs.
- **Technological equipment** and **technological accessories**.
- Mobile phones and smart phones.
- Any **property insured** that is the subject of an existing warranty.
- The use of faulty computer software (other than firmware), accessories, computer tapes, floppy disks and computer viruses and non-proprietary expansion cards.
- Faulty workmanship, or latent defect.
- Damage to non-moving parts such as cabinet trim and fittings.
- Damage caused by foreign objects or substances not normally associated with the **property insured**.
- Any routine maintenance, cleaning, blockage, removal, tuning, realignment, modification or installation.
- **Property insured** purchased second hand from any source.
- Failure of leads, cables, batteries, bulbs, fuses, disks and memory cards.
- Corrosion, rust, change in temperature, dampness, dryness, shrinkage, evaporation, contamination, change in colour or finish, dust, chemical action or reaction, atmospheric or climatic conditions, frost, insect and vermin.
- Reinstatement of **electronic data**.
- **Property insured** which is purchased outside of the **United Kingdom**, unless the same equipment is sold, or has been previously sold within the **United Kingdom**.



We will not provide any cover for:

## War

Any direct or indirect consequence of war, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority.

## Terrorism

Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.

## Radiation

Any direct or indirect consequence of:

Irradiation, or contamination by nuclear material; or

The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or

Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.

## Electronic Data

Any consequence, howsoever caused, including but not limited to **computer virus**, resulting in **electronic data** being lost, destroyed, distorted, altered, or otherwise corrupted.

## Infectious or contagious disease

Notwithstanding any other provision herein, this insurance does not cover any actual or alleged loss, damage, liability, injury, sickness, cost or expense, regardless of any other cause contributing concurrently or in any sequence, in any way caused by or resulting directly or indirectly:

- (a) Infectious or contagious disease;
- (b) any fear or threat of (a) above; or
- (c) any action taken to minimise or prevent the impact of (a) above.

Infectious or contagious disease means any disease capable of being transmitted from an infected person, animal or species to another person, animal or species by any means.



## Amendments

Mid-term amendments to **your** policy, excluding changes to personal details, are subject to payment of any additional cost of cover and an administration fee. Optional covers that **you** might have chosen can only be added or removed at new business inception or renewal and not during the policy term.

## Automatic Reinstatement of Cover

In the event of a claim resulting in a total loss and subsequent replacement or cash payment, **we** will automatically reinstate cover on **your** replacement **insured item** upon confirmation from **you** of the new property to be insured, without change to the Insurance Schedule renewal date. If the **value** of **your** replacement **insured item** is higher than the **sum insured**, **you** will be asked to pay the proportionate additional premium. Following a claim, **we** reserve the right to decline cover under the terms and conditions of this policy or apply special terms.

## Cancellation

If **you** decide that this policy does not meet **your** insurance needs then **you** can cancel within the 14 day cooling-off period and if no claims have been made or are pending, **we** will refund **your** premium in full. The cooling-off period starts from when the policy begins or when **you** receive **your** policy documents, whichever is later. On the condition that no claims have been made or are pending, **your** administrator will then refund **your** premium in full.

If **you** wish to cancel **your** policy after 14 days, **you** will be entitled to a pro-rata refund of premium, less a cancellation fee of £10, as long as no claim has been made or is pending. Where a claim has been made, a refund will not be given.

**We** shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 14 days' notice where there is a valid reason for doing so.

A cancellation letter will be sent to **you** at **your** known address. Valid reasons may include, but are not limited to:

- Where **we** reasonably suspect fraud
- Non-payment of premium
- Threatening and abusive behaviour
- Non-compliance with policy terms and conditions
- **You** have not taken reasonable care to provide accurate and complete answers to the questions **we** ask.

If **we** cancel the policy and/or any additional covers **you** will receive a refund of any premiums **you** have paid for the cancelled cover, less a proportionate deduction for the time **we** have provided cover.

Where **our** investigations provide evidence of fraud or misrepresentation, **we** may cancel the policy immediately and backdate the cancellation to the date of the fraud or the date when **you** provided **us** with incomplete or inaccurate information. This may result in **your** policy being cancelled from the date **you** originally took it out and **we** will be entitled to keep the premium.

If **your** policy is cancelled because of fraud or misrepresentation, this may affect **your** eligibility for insurance with **us**, as well as other insurers, in the future.

## Your responsibility

**You** must take reasonable care to:

- supply accurate and complete answers to all the questions **we** or the administrator may ask as part of **your** application for cover under the policy;
- make sure that all information supplied as part of **your** application for cover is true and correct;
- tell **us** of any changes to the answers **you** have given as soon as possible.



**You** must take reasonable care to provide information that is accurate and complete answers to the questions **we** ask when **you** take out, make changes to and renew **your** policy. If any information **you** provide is not accurate and complete, this may mean **your** policy is invalid and that it does not operate in the event of a claim or **we** may not pay any claim in full.

If **you** become aware that information **you** have given **us** is inaccurate or has changed, **you** must inform **us** or the administrator as soon as possible.

## Contracts (Rights of Third Parties) Act 1999

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

## Data Sharing

Under the terms of the Memorandum of Understanding in respect of information sharing between the Police Service and the Insurance industry, **we** will ask for **your** consent that personal data can be shared with the relevant Police Constabulary to assist in the validation of **your** claim. Failure to give **your** consent may prejudice **your** claim.

## Entitlement to Policy Benefits

The benefits detailed in this policy are only payable to the named policyholder and any claim may only be presented by the named policyholder or **your** family in the event of **your** death.

## Fraud

**You** must not act in a fraudulent way. If **you** or anyone acting for **you**:

- fails to reveal or hides a fact likely to influence whether **we** accept **your** proposal, **your** renewal, or any adjustment to **your** policy;
- fails to reveal or hides a fact likely to influence the cover **we** provide;
- makes a statement to **us** or anyone acting on **our** behalf, knowing the statement to be false;
- sends **us** or anyone acting on **our** behalf a document, knowing the document to be forged or false;
- makes a claim under the policy, knowing the claim to be false or fraudulent in any way;
- makes a claim for any loss or damage **you** caused deliberately or with **your** knowledge; or
- if **your** claim is in any way dishonest or exaggerated,

**We** will not pay any benefit under this policy or return any premium to **you** and **we** may cancel **your** policy immediately and backdate the cancellation to the date of the fraudulent claim. **We** may also take legal action against **you** and inform the appropriate authorities.

## Other Insurance

If at the time of any claim covered under **your** insurance, **you** have any other insurance or guarantee which covers the same **theft**, damage, loss, injury or personal accident, **we** will only pay a rateable share of the claim. In respect of Public Liability cover, no cover is available under **your** insurance if **you** or any **policy partner** have indemnity from any other source.



## Reasonable Care

**You** must take all reasonable care to prevent any accidental damage, **theft** or loss and keep **your insured item** and the **insured location** in a good state of repair and condition. **You** must take all reasonable care to comply with all statutory obligations and regulations imposed by any statutory, regulatory or government authority.

## Subrogation

If a third party is deemed liable for part or all of any claim, **we** may exercise **our** right of subrogation. **You** shall, at **our** request and **our** expense, agree to and permit **us** to do such acts and things as may be necessary or reasonably required for exercising this right. **You** will take no action or make any agreements that may weaken or remove **our** rights under this clause without **our** prior written permission. **We** will pay any costs or expenses involved in exercising **our** right of subrogation.

## Under-insurance

A proportionate reduction in any claim settlement will be made should **you** under-insure (i.e. the **sum insured you** have chosen is less than the **value** of the **insured items**).



Personal Data provided in connection with this policy will be used and processed in line with the Information Notice. A copy of this is available at <https://www.watfordre.com/privacy-policy/>

**We** are UK General Insurance Limited, **our** data controller registration number, issued by the Information Commissioner's Officer, is **Z7739575**.

This information is relevant to anyone who uses **our** services, including policyholders, prospective policyholders, and any other individuals insured under a policy.

**We** are dedicated to being transparent about what **we** do with the information that **we** collect about **you** and **we** process **your** personal data in accordance with the relevant data protection legislation.

## Why do we process your data?

The provision of **your** personal data is necessary for **us** to administer **your** insurance policy and meet **our** contractual requirements under the policy. **You** do not have to provide **us** with **your** personal data, but **we** may not be able to proceed appropriately or handle any claims if **you** decide not to do so.

## What information do we collect about you?

Where **you** have purchased an insurance policy through one of **our** agents, **you** will be aware of the information that **you** gave to them when taking out the insurance. The agent will pass **your** information to **us** so that **we** can administer **your** insurance policy and fulfil **our** contract of insurance.

For specific types of insurance policies, for example when offering **you** a travel insurance policy, **we** may process some special categories of **your** personal data, such as information about **your** health.

**We** collect this data as **we** are required to use this information as part of **your** insurance quotation or insurance policy with **us**. **We** may also process the data where it is necessary for a legal obligation, or as part of the establishment or defence of a legal claim.

**We** also process special categories of **your** personal data as it is in the substantial public interest and it is necessary: i) for administering **your** insurance policy; or ii) to prevent and detect an unlawful act (e.g. fraud).

## Privacy Notice

**You** can get more information about this by viewing **our** full Privacy Notice online at <http://ukgeneral.com/privacy-notice> or request a copy by emailing us at [dataprotection@ukgeneral.co.uk](mailto:dataprotection@ukgeneral.co.uk). Alternatively, **you** can write to **us** at: Data Protection, UK General Insurance Limited, 3 Carrwood Park, Selby Road, Swillington Common, Leeds LS15 4LG.



## Claims for Insured Items

**You** can download **your** claim form from **your** online account. The Claims Department can be contacted on **0333 004 6555** should **you** have any further queries or are unable to download a claim form.

UK General Insurance Limited is an agent of Watford Insurance Company Europe Limited and in the matters of a claim act on behalf of the insurer. Claims in respect of **your insured items** are settled on the following basis:

- New for old on **insured items** included within **your sum insured** at their new, replacement **value**
- The original purchase price on **insured items** included within **your sum insured** at their pre-owned **value** and/or, at **our** discretion
- **Market value**, if **you** are unable to demonstrate the **insured items** original **value**.

On the happening of any event which may give rise to a claim:

- **You** shall give notice, as soon as **you** become aware, to:
  - the police in respect of any **theft**, vandalism or malicious damage and
  - **us** via submission of a claim form, available from **your** online account & emailed to **claims@Guardcover.co.uk**
- In order to progress **your** claim as quickly as possible, **we** will need **you** to supply, at **your** own expense, full details of the claim in writing together with any supporting information (including damage assessments, local authority, medical and police reports), evidence of ownership and proofs which **we** may reasonably require.
- **We** will not pay for any additional claims costs resulting from the supply of **insured items** from outside the **United Kingdom**, when items are unavailable in the **United Kingdom** or delivery is required to addresses outside the **United Kingdom**.
- **We** have the right, without thereby incurring any liability and without diminishing **your** right to rely on any condition of **your** insurance, to take and keep possession of any part or all the **insured items** and to deal with salvage in a reasonable manner; but **you** shall not abandon any **insured item** to **us**.
- **We** do not share any responsibility for recovering any third-party claims costs or expenses.

## Public Liability Claims

In respect of Public Liability claims, **you** must send **us** any claim, writ or summons as soon as **you** receive it. Do not negotiate, pay or settle, admit or deny any claim without **our** written permission. **You** must also notify **us** in writing of any impending prosecution inquest or fatal accident enquiry.

## All Claims

**You** shall give such information and assistance as **we** may reasonably require, substantiating any claim and where requested, providing proof of **your** identity prior to settlement of any claim.

Information required may include, but is not limited to, supporting information, including damage assessments, local authority, medical and police reports, evidence of ownership and proofs which **we** may reasonably require.

**Important if you are paying monthly:** If **you** pay **your** premium by monthly instalments and a claim is made or is pending, **you** must continue to pay the instalments until the premium is paid in full.

Any claim where the damage to the **insured item** deems it to be beyond economical to repair, and the insurer replaces the **insured item**, the damaged **insured item** becomes the property of the insurer.



It is **our** intention to give **you** the best possible service but if **you** do have any questions or concerns about this insurance or the handling of a claim **you** should follow the Complaints Procedure below:

## Policy Sales

If **your** complaint is about the sale of **your** policy, please email: [complaints@Guardcover.co.uk](mailto:complaints@Guardcover.co.uk)  
call: **0333 004 6555**

or write to:

**photoGuard, Thistle Insurance Services Limited, Southgate House, Southgate Street, Gloucester, GL1 1UB**

## Policy Claims

If **your** complaint is about a claim, please email: [claims@Guardcover.co.uk](mailto:claims@Guardcover.co.uk)  
call: **0333 004 3444**

or write to:

**Claims Department, Thistle Insurance Services Limited, Southgate House, Southgate Street, Gloucester, GL1 1UB**

If **your** claim complaint cannot be resolved by the end of the third working day it will be passed to:  
**Customer Relations Department, UK General Insurance Limited, Cast House, Old Mill Business Park, Gibraltar Island Road, Leeds, LS10 1RJ**

Tel: **0345 218 2685**

Email: [customerrelations@ukgeneral.co.uk](mailto:customerrelations@ukgeneral.co.uk)

In all correspondence please state that **your** insurance is provided by UK General Insurance Limited and quote scheme reference 06441.

## Financial Ombudsman Service

If it is not possible to reach an agreement, **you** have the right to refer **your** complaint to the Financial Ombudsman Service. For more information regarding the scope of the Financial Ombudsman Service please refer to [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

**The Financial Ombudsman Service, Exchange Tower, London, E14 9SR**

Tel: **0300 123 9 123**

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

The above complaints procedure is in addition to **your** statutory rights as a consumer. For further information about **your** statutory rights contact **your** local authority Trading Standards Service or Citizens Advice Bureau.

If **you** have purchased the insurance policy online, **you** may also raise **your** complaint via the EU Online Dispute Resolution Portal at <http://ec.europa.eu/consumers/odr/>. This will forward **your** complaint to the correct Alternative Dispute Resolution scheme. For insurance complaints in the UK this is the Financial Ombudsman Service. However, this may be a slower route for handling **your** complaint than if **you** contact the Financial Ombudsman Service directly.



## The Administrator

photoGuard is a trading style of Thistle Insurance Services Limited.

Thistle Insurance Services Limited is authorised and regulated by the Financial Conduct Authority. FRN 310419. Registered in England No. 00338645.

Registered office: Rossington's Business Park, West Carr Road, Retford, Nottinghamshire, DN22 7SW

Thistle Insurance Services Limited is part of the PIB Group.

## The Underwriter

This insurance is underwritten by UK General Insurance Limited on behalf of Watford Insurance Company Europe Limited. Watford Insurance Company Europe Limited is a Gibraltar based insurance company with its registered office at; PO Box 1338, First Floor, Grand Ocean Plaza, Ocean Village, Gibraltar.

UK General Insurance Limited is authorised and regulated by the Financial Conduct Authority. Firm Reference No. 310101. **You** can check **our** details on the Financial Services Register <https://register.fca.org.uk/>

Watford Insurance Company Europe Limited is authorised and regulated by the Gibraltar Financial Services Commission under incorporation number 112869. This can be checked by visiting the Gibraltar FSC website at <https://www.fsc.gi/>

As an insurance company authorised in Gibraltar, Watford Insurance Company Europe Limited is permitted under the Financial Services and Markets Act 2000 (Gibraltar) Order 2001 to conduct business in the United Kingdom under FCA reference 714197. **You** can check this by visiting the Financial Services Register on the FCA website at <https://register.fca.org.uk>

Details about the extent of its regulation by the Financial Conduct Authority are available on request.

## How to Contact Us

For Sales and Administration call: **0333 004 6555**

For Claims call: **0333 004 6555**

Email: [support@Guardcover.co.uk](mailto:support@Guardcover.co.uk)

Website: [www.photoGuard.co.uk](http://www.photoGuard.co.uk)

Our address:

**photoGuard, Thistle Insurance Services Limited, Southgate House, Southgate Street, Gloucester, GL1 1UB**

## Compensation Scheme

If Watford Insurance Company Europe Limited cannot meet their obligations, **you** may be entitled to compensation from the Financial Services Compensation Scheme (FSCS). **You** can get more information about compensation scheme arrangements from the FSCS or visit [www.fscs.org.uk](http://www.fscs.org.uk)

## Law Applicable to this Contract

Unless some other law is agreed in writing, this policy is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the **United Kingdom** in which **your** main residence is situated.

## This document can be made available in other formats on request.

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