

Select

Your Document

– Policy Wording

POLICY WORDING

Photoguard - Select

Who We are

Photoguard is a registered trading style of Thistle Insurance Services Limited, underwritten by UK General Insurance Limited on behalf of Ageas Insurance Limited.

How to get further help

We have tried to make this document easy to understand, but if **You** have any questions please call Thistle Insurance Services on **0333 004 6555** or write to **Us** at the address shown in Section 10.

How to make a claim

If **You** have to make a claim please call Thistle Insurance Services on **0333 004 1999** as soon as possible to tell **Us** about it. **You** can also refer to Section 6 of the Policy Wording for further details.

How Your Insurance works and who it is suitable for

Photoguard is suitable for a wide variety of amateur photographers. An amateur photographer is classed as anyone who earns up to half of their income through photography. The cover is for 12 months from the start date shown on **Your** Insurance Schedule.

You need to be aware that the Policy Wording is subject to certain exclusions and conditions. It is therefore essential that **You** are aware of what is covered and what is not and any security requirements and conditions **You** need to comply with. For simplicity, **We** use keywords or phrases which are shown in the Definitions and these are listed in alphabetical order. They have the same meaning whenever they appear and will always be shown in **Bold Italics**.

Please notify **Us** of any change in **Your** circumstances. Failure to do so may invalidate **Your** cover.

To help **You** understand the cover provided **We** have laid out Section 2 under the following headings:

- **What is Covered** – This text gives information about the cover provided
- **What is Not Covered** – This text draws **Your** attention to what is not covered

In addition **You** should also read the Security Requirements, General Exclusions and Conditions which appear in Sections 3, 4 & 5.

Your Policy Wording should be read in conjunction with **Your** Insurance Schedule, as together they form the basis of **Your** insurance contract.

Cancellation Rights

If **You** decide that, for any reason, this policy does not meet **Your** insurance needs then please tell **Us** within 14 days of issue. On the condition that no claims have been made or are pending, **We** will then refund **Your** premium in full. Thereafter, **You** may terminate this insurance at any time. If **You** cancel the policy prior to the renewal date, **You** will receive a pro rata return of premium provided that no claim has been made or is pending during the current **Period Of Insurance**.

If a claim has been submitted or there has been any incident likely to give rise to a claim during the current **Period Of Insurance** a premium refund may not be given. If **You** are paying **Your** premium by monthly instalments and a claim is made, pending or likely, **You** will be required to continue with these until the premium is paid in full.

For further details on **Your** cancellation rights, please refer to Section 5 of the Policy Wording.

Signed on Behalf of UK General Insurance Limited



Karen Beales
Technical Director
UK General Insurance Limited

Section 1 – Definitions

Words shown in ***Bold Italics*** type have the same meaning wherever they appear in this policy. The words defined below are used throughout this policy. Any other definitions are shown in the section to which they apply.

- 1.1 ***Depreciation*** – applies only to ***Laptops*** and ***Laptop Accessories*** covered within ***Your Sum Insured***. The following deductions will be made from the ***Laptop Sum Insured*** for wear and tear for items that are older than 18 months from the date of original purchase when new:
- Up to 18 months = Nil
 - Over 18 months and up to 36 months = 25%
 - Over 36 months = 50%
- 1.2 ***Domiciled*** – ***You*** have been a ***United Kingdom*** resident for a minimum of 12 months at the time of inception of ***Your*** policy ***You*** have a permanent residential address in the ***United Kingdom*** and ***You*** have not been travelling abroad continuously for more than 12 months.
- 1.3 ***Endorsement*** – any terms and conditions additional to ***Your*** Insurance and specified on ***Your*** Insurance Schedule.
- 1.4 ***Equipment Case*** – either
- 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.
- 1.5 ***Evidence Of Ownership*** – means original purchase receipt, showing the date, price paid, details of the ***Property Insured*** and name and address of seller, or other evidence which clearly demonstrates ownership.
- 1.6 ***Excess*** – the amount ***You*** must pay as the first part of each agreed claim as shown on ***Your*** Insurance Schedule.
- 1.7 ***Forcible and/or Violent Entry*** - entry evidenced by visible damage to the fabric of the building or vehicle at the point of entry.
- 1.8 ***Insured Location*** – the location stated in ***Your*** Insurance Schedule where the ***Property Insured*** is usually kept unless specified in an ***Endorsement*** and defined as follows:
- a) a brick, concrete or stone building of standard construction with a slate, tile, concrete or multi layered external roof surface with standard foundations
 - b) a privately accessed brick, concrete or stone built outbuilding or garage with a slate, tiled, concrete or multi layered external roof surface attached to or within the boundaries of a private house
 - c) a self-contained flat within a brick, concrete or stone building of standard construction with a slate, tiled, concrete or multi layered external roof surface
 - d) a self-contained lockable private room in the halls of residence in which ***You*** reside.
- 1.9 ***Laptops*** – means portable laptop computers, notebooks and tablets used in conjunction with ***Your*** photographic activity.
- 1.10 ***Laptop Accessories*** – means adaptors, cards, cases, data storage devices, input devices, networking accessories, docking stations, security devices and webcams that are used with ***Your Laptop***.
- 1.11 ***Locked Luggage Compartment*** – means
- a) a locked car boot
 - b) a locked rear storage area of a hatch-back, four-wheel drive, estate car, MPV or SUV subject to a factory fitted cover being in place, and where not available, kept out of sight
 - c) a locked rigid bodied van, mini bus or campervan providing the windows have been obscured and providing the item of ***Property Insured*** is in a compartment of the vehicle not accessible from the driver's area or, where the compartment is accessible, kept out of sight
 - d) a rigid body fully enclosed trailer attached to a vehicle by a shackle bolt.
- 1.12 ***Loss Of Limb*** – the physical separation of a hand at or above the wrist, or of a foot at or above the ankle and shall include the total and irrecoverable loss of use of one or both hands, or feet respectively.
- 1.13 ***Loss Of Sight*** – the total and irrecoverable Loss Of Sight in an eye.
- 1.14 ***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.
- 1.15 ***Period Of Insurance*** – the period specified on ***Your*** Insurance Schedule.
- 1.16 ***Permanent Total Disablement*** – a disability lasting at least 12 calendar months which entirely prevents ***You*** from attending to any business or occupation of any kind and at the end of that period being beyond the hope of improvement.
- 1.17 ***Professional Photographer*** – means a person who derives more than 50% of their income from photography or associated photographic activities other than working in a retail photographic store.
- 1.18 ***Property Insured*** – photographic equipment belonging to ***You*** or for which ***You*** are responsible including cameras, camera backs, bodies, plates, lenses, filters, light meters, stands and tripods, cases, portable lighting, video and audio equipment, including camera accessories such as adaptors, battery chargers, carrying cases, binoculars, telescopes and wireless remote controllers and transmitters, desktop computing equipment, printers, ***Laptops*** and ***Laptop Accessories***.

- 1.19 **Sum Insured** – the amount set out on **Your** Insurance Schedule.
- 1.20 **Territorial Limits** – as a **United Kingdom** resident **Domiciled** in the **United Kingdom**, cover is automatically applicable anywhere in the UK and up to 20 days Worldwide during any one **Period Of Insurance**. Subject to the payment of the required additional premium and the cover shown on **Your** Insurance Schedule, cover is extended to:
- a) Anywhere in the European Union at any time and a total of up to 30 days (an additional 10 days) Worldwide during any one **Period Of Insurance**; or
 - b) Worldwide at any time during the **Period Of Insurance**.
- 1.21 **Terrorism** – any loss, or damage, or cost or expense of whatsoever nature directly or indirectly caused or occasioned by or happening through or in consequence of Terrorism or any action taken in controlling, preventing or suppressing any acts of Terrorism or in any way relating to this.
- For the purpose of this exclusion “Terrorism” means the use of biological, chemical and/or nuclear force, contamination and/or threat thereof to 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 in fear.
- 1.22 **Unattended** – whilst the **Property Insured** is not being used or held by or on **You** or an adult who is responsible for the safe keeping of the **Property Insured** unless the **Property Insured** is at or in the **Insured Location**, locked room or locked cupboard or **Locked Luggage Compartment**.
- 1.23 **United Kingdom** – England, Scotland, Wales, the Channel Islands, Isle of Man and Northern Ireland.
- 1.24 **Unoccupied Insured Location** – an **Insured Location** as defined in 1.8 which is a furnished dwelling, but has not been lived in for more than 30 consecutive days.
- 1.25 **Value** – means
- a) the usual new undiscounted replacement cost (including VAT) from a reputable dealer as at the commencement date of the **Period Of Insurance**; or
 - b) for collectable, rare or vintage items having a Value greater than the usual replacement cost as new; a sum as evidenced by a valuation from a competent reputable source undertaken not more than 12 months before the commencement date of the initial **Period Of Insurance** of the item and thereafter every three years.
- 1.26 **We/Us/Our** – UK General Insurance Ltd on behalf of Ageas Insurance Limited and Thistle Insurance Services Limited as the administrator.
- 1.27 **You/Your** – the insured person or persons named on Your Insurance Schedule who is a resident of and **Domiciled** in the **United Kingdom** being an amateur or semi-professional photographer who derives less than 50% of their income from photography or associated photographic activities other than working in a retail photographic store.

Section 2 – What is covered and what is not covered

The Security Requirements, General Exclusions and Conditions which apply to **Your** Insurance are shown in sections 3, 4 and 5.

2.1 Theft of *Your Property Insured* (excluding theft from a vehicle)

What is covered

Within the **Territorial Limits**, **We** will, at **Our** option, replace or pay the cost of replacing the item of **Property Insured**, with a similar article of like kind, functionality, and quality. **We** may use specialist suppliers for replacement chosen by **Us**.

The minimum **Value** of a single item that can be insured is £30 and the maximum **Value** of a single item that can be insured is £10,000 unless **We** have agreed cover and included the item on **Your** Insurance Schedule and specified any applicable **Endorsement**.

Cover applies to **Your Property Insured** when at the **Insured Location** or away from the **Insured Location**, anywhere in the **United Kingdom** and up to 20 days Worldwide during any one **Period Of Insurance**.

Refer to the Security Requirements in Section 3 of **Your** Policy Wording which details the required **Insured Location** security.

What is not covered

1. The **Excess** as shown on **Your** Insurance Schedule which will be as follows unless otherwise stated by **Endorsement**:
The first £50 of every claim arising from theft, unless **You** have chosen an additional voluntary **Excess** and this is shown on **Your** Insurance Schedule.
2. Theft from a vehicle - see Optional Covers in Section 2 for further details on this cover.
3. Theft from the **Insured Location** or from a locked room or locked cupboard (when away from the **Insured Location**), unless involving **Forcible and/or Violent Entry**.
4. Theft where **You** have not complied with the Security Requirements in Section 3.
5. Theft when away from the **Insured location** and any security devices have not been made operational when the item of **Property Insured** is inside a locked room or locked cupboard.
6. Theft of a drone or Unmanned Aerial Vehicle (UAV) where the total **Value**, including any attached **Property Insured**, is in excess of £2,000.
7. Theft of a drone or Unmanned Aerial Vehicle and any **Property Insured** if **You** have not complied with the legal requirements and guidelines for drone or Unmanned Aerial Vehicle operation of the **United Kingdom** government or Civil Aviation Authority.
8. Claims arising out of or in connection with the use of a drone or Unmanned Aerial Vehicle (UAV) for business or commercial purposes. This includes any **Property Insured** which is attached at the time of the theft.
9. Theft when the **Property Insured** is **Unattended**.
10. Theft from an **Unoccupied Insured Location**.
11. Theft by a person or persons to whom the **Property Insured** is entrusted.
12. Theft when hired out by **You** to any other person, unless **You** are in attendance.
13. Theft from any **Insured Location** which is not of brick or stone built construction with a tiled or multi-layer roof and securely locked, unless specified in an **Endorsement**.
14. The matching of any parts of a set or collection, not the subject of theft.
15. Unexplained theft.
16. **Depreciation** on **Laptops** and **Laptop Accessories** over 18 months old.
17. Theft of mobile phones, smartphones or e-books
18. 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 photographs, 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 **Property Insured** and referred to on **Your** Insurance Schedule).
19. Claims arising out of or in connection with the activities of a **Professional Photographer**.

2.2 Accidental Damage to Your Property Insured

What is covered

Within the **Territorial Limits**, **We** will, at **Our** option, replace or pay the cost of replacing the item of **Property Insured**, with a similar article of like kind, functionality, and quality. **We** may use specialist suppliers for replacement chosen by **Us**.

The minimum **Value** of a single item that can be insured is £30 and the maximum **Value** of a single item that can be insured is £10,000 unless **We** have agreed cover and included the item on **Your** Insurance Schedule and specified any applicable **Endorsement**.

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**.

Cover applies to **Your Property Insured** when at the **Insured Location**, away from the **Insured Location** or in a vehicle, anywhere in the **United Kingdom** and up to 20 days Worldwide during any one **Period Of Insurance**.

Refer to the Security Requirements in Section 3 of **Your** Policy Wording which details the required **Insured Location** security.

What is not covered

1. The **Excess** as shown on **Your** Insurance Schedule which will be as follows unless otherwise stated by **Endorsement**:
The first £50 of every claim arising from accidental damage, unless **You** have chosen an additional voluntary **Excess** and this is shown on **Your** Insurance Schedule.
2. Accidental damage when in a vehicle unless the **Property Insured** is in a purpose designed **Equipment Case**.
3. Accidental damage that is sustained in transit when handed to a recognised transport provider, unless the **Property Insured** is securely packaged in a purpose designed **Equipment Case**.
4. Theft of a drone or Unmanned Aerial Vehicle (UAV) where the total **Value**, including any attached **Property Insured**, is in excess of £2,000.
5. Accidental damage to a drone or Unmanned Aerial Vehicle and any **Property Insured** if **You** have not complied with the legal requirements and guidelines for drone or Unmanned Aerial Vehicle operation of the **United Kingdom** government or Civil Aviation Authority.
6. Claims arising out of or in connection with the use of a drone or Unmanned Aerial Vehicle (UAV) for business or commercial purposes. This includes any **Property Insured** which is attached when the damage occurs.
7. Accidental damage to leads and cables.
8. Wear and tear, gradually operating causes, wet or dry rot, atmospheric or climatic conditions, frost, insect and vermin.
9. Marring, scratching, denting, corrosion, rust, change in temperature, dampness, dryness, shrinkage, evaporation, contamination, change in colour or finish, dust, chemical action or reaction.
10. Mechanical, electronic or electrical breakdown and/or derangement unless fire ensues immediately.
11. Defects in operation and/or faulty or defective design, materials or workmanship or latent defect.
12. Failure to use or maintain the **Property Insured** in accordance with the manufacturer's instructions.
13. Underwater cameras damaged by water ingress.
14. Accidental damage when the **Property Insured** is **Unattended**.
15. Accidental damage when hired out by **You** to any other person, unless **You** are in attendance.
16. The matching of any parts of a set or collection, not the subject of accidental damage.
17. **Depreciation** on **Laptops** and **Laptop Accessories** over 18 months old.
18. Accidental damage to mobile phones, smartphones or eBooks.
19. 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 photographs, 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 **Property Insured** and referred to on **Your** Insurance Schedule).
20. Claims arising out of or in connection with the activities of a **Professional Photographer**.

2.3 Replacement Hire of Equipment

What is covered

Within the **Territorial Limits**, **We** will pay for the reasonable cost of the hire of alternative photographic equipment for **You** from a recognised reputable dealer whilst awaiting the repair or replacement of **Your Property Insured** when the subject of an approved claim.

What is not covered

1. When the costs of hire have not been agreed with **Us**.
2. More than 10% of the **Sum Insured** or £250 whichever is the lesser for each item, up to a maximum of £1,000 during any one **Period Of Insurance**.
3. Where evidence of expenditure cannot be provided.
4. For anyone other than **You**.
5. When the claim has not been approved.
6. Where the hire costs are greater than a normal charge through a recognised supplier of temporary replacement equipment.

Optional Covers

These sections only apply if the required additional premium has been paid and the cover is shown on **Your** Insurance Schedule.

2.4 Territorial Limits – extended cover abroad

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

What is covered

As a **United Kingdom** resident **Domiciled** in the **United Kingdom**, cover is automatically applicable anywhere in the UK and up to 20 days Worldwide during any one **Period Of Insurance**. Subject to the payment of the required additional premium and the cover shown on **Your** Insurance Schedule, cover is extended to:

Anywhere in the European Union at any time and a total of up to 30 days (an additional 10 days) Worldwide during any one **Period Of Insurance**; or

Worldwide at any time during the **Period Of Insurance**.

Refer to “What is covered” throughout each specific element of cover in Section 2 of **Your** Policy Wording as this will remain in place. This applies to cover that is automatically applicable and any Optional Covers that **You** have chosen.

What is not covered

1. Refer to “What is not covered” throughout each specific element of cover in Section 2 of **Your** Policy Wording as this will remain in place. This applies to cover that is automatically applicable and any Optional Covers that **You** have chosen.

2.5 In-vehicle cover

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

What is covered

Within the **Territorial Limits**, **We** will extend cover to include the theft of **Your Property Insured** when in a vehicle.

Theft whilst the items of **Property Insured** are in a vehicle shall only be covered in circumstances where the **Property Insured** is stored in a **Locked Luggage Compartment**, all doors, windows and other openings of the vehicle are left closed and securely locked, and access to the vehicle must have been by **Forcible and/or Violent Entry**. The **Property Insured** must be out of sight.

When at the **Insured Location**, the **Property Insured**, must be removed from **Your** vehicle and stored within the **Insured Location**.

Refer to “What is covered” throughout each specific element of cover in Section 2 of **Your** Policy Wording as this will remain in place. This applies to cover that is automatically applicable and any Optional Covers that **You** have chosen.

Refer to the Security Requirements in Section 3 of **Your** Policy Wording which details the required vehicle security.

What is not covered

1. Refer to “What is not covered” throughout each specific element of cover in Section 2 of **Your** Policy Wording as this will remain in place. This applies to cover that is automatically applicable and any Optional Covers that **You** have chosen.
2. Theft when **You** have not complied with the Security Requirements in Section 3 of **Your** Policy Wording.
3. Theft when access has not been made by **Forcible and/or Violent Entry**.
4. Theft from a rigid bodied trailer containing the **Property Insured** unless the vehicle is stolen at the same time.
5. Theft when the **Property Insured** is not in a **Locked Luggage Compartment** of a vehicle.
6. Theft from a vehicle which is at the **Insured Location**.

2.6 Mechanical Breakdown cover

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 **Property Insured** specified within **Your** Insurance Schedule, up to 5 years from the date of purchase. 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**.

The minimum **Value** of a single item that can be insured is £30.

What is not covered

1. The **Excess** as shown on **Your** Insurance Schedule which will be as follows unless otherwise stated by **Endorsement**:
The first £50 of every claim, unless **You** have chosen an additional voluntary **Excess** and this is shown on **Your** Insurance Schedule.
2. Where the **Property Insured** is still the subject of a warranty.
3. Failure to use or maintain the **Property Insured** in accordance with the manufacturer’s instructions.
4. The use of faulty computer software (other than firmware), accessories, computer tapes, floppy disks and computer viruses and non-proprietary expansion cards.
5. Faulty or defective design, materials or workmanship, or latent defect.
6. Damage to non-working parts such as cabinet trim and fittings.
7. Damage caused by foreign objects or substances not normally associated with the product.
8. Any routine maintenance, cleaning, blockage, removal, tuning, realignment, modification or installation.
9. **Property Insured** purchased second hand from any source.
10. Any defect that occurs to the **Property Insured** which is not considered **Mechanical Breakdown**.
11. Any electronic items aged over 5 years from date of purchase.
12. Failure of leads, cables, batteries, bulbs, fuses, disks and memory cards.
13. 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.
14. **Laptops, Laptop Accessories** and mobile phones, smart phones and e-books.
15. Reinstatement of Electronic Data.
16. Drones or Unmanned Aerial Vehicles.
17. **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**.

2.7 Public Liability

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

What is covered

Within the **Territorial Limits**, **We** will, in respect of the amount shown on **Your** Insurance Schedule which **You** become legally liable for, pay for accidental bodily injury, death or disease 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.

You must be **Domiciled** in the **United Kingdom**. The total amount payable includes reasonable defence costs and expenses incurred by **You** with **Our** written consent in connection with any liability insured under this Insurance.

What is not covered

1. When **You** are under 16.
2. An **Excess** of £500 for each and every claim arising from damage to third party property.
3. Liability arising from loss or damage to property which belongs to **You** or is in **Your** care, custody or control.
4. Where **You** are entitled to indemnity from another source.
5. When punitive, exemplary or aggravated damages are awarded against **You**.
6. Indemnity under this section in respect of injury, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, or resulting from or in connection with any act of **Terrorism**.
7. Any liability for bodily injury, loss or damage:
 - a) To **Your** employees or members of **Your** family or household or to their property
 - b) Arising out of or in connection with **Your** trade, profession or business, or assumed under contract other than that of photographer or an assistant in the production of photography or filming.
 - c) Arising out of the ownership, possession, use or occupation of land or buildings.
 - d) Arising out of the ownership, possession or use of motorised vehicles, yachts or motorised waterborne craft, airborne craft of any description, animals or firearms and weapons, drones or Unmanned Aerial Vehicles.

2.8 Personal Accident

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

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, **You** are involved in an accident, which shall solely and independently of any other cause, cause bodily injury which results in either **Your** death, **Loss Of Limb**, **Loss Of Sight** or **Permanent Total Disablement**.

The amounts **We** will pay under this section are:

- **Loss Of Limb** £2,500
- **Loss Of Sight** £2,500
- **Permanent Total Disablement** £5,000
- Death £5,000

Benefit under this section shall be payable to **You** or **Your** nominees, and shall be limited to a maximum of £5,000 per person.

What is not covered

1. When **You** are under 16.
2. **Permanent Total Disablement** benefit when over 65.
3. Suicide, attempted suicide or intentional self-injury or deliberate exposure to exceptional danger (except in an attempt to save human life), or insanity or **Your** own criminal act.
4. When directly or indirectly resulting from stress, trauma or psychiatric illness.
5. Any benefit when **Your** death, injury or loss does not occur within 180 days of the accident.
6. Any benefit when **You** cannot prove to **Us** that the **Permanent Total Disablement** has continued for 12 months from the date of the accident and in all probability will continue for the remainder of **Your** life.
7. More than one benefit under this section.
8. When the bodily injury is directly or indirectly caused by a drone or Unmanned Aerial Vehicle.

Section 3 – Security Requirements

3.1 Security requirements at the *Insured Location*

Accidental damage or theft whilst the item of *Property Insured* is at the *Insured Location* shall only be covered in circumstances where:

For a total *Sum Insured* of over £15,000, the security at the *Insured Location* shall be a minimum of:

- i. A 5 lever mortice deadlock conforming to BS3621, 5 lever padlock or 5 lever locking device on all external doors; and
- ii. Key operated window locks to all accessible windows at the *Insured Location*; or
- iii. Such locks be fitted to the doors and windows of room(s) in which the *Property Insured* is kept; and
- iv. All security devices must be in operation when there is no adult in the *Insured Location*.

Any further additional Security Requirements at the *Insured Location* required would be specified by an *Endorsement* on *Your* Insurance Schedule.

3.2 Security requirements when the *Property Insured* is in a vehicle

Theft whilst the items of *Property Insured* are in a vehicle shall only be covered in the following circumstances:

1. All security devices installed in the vehicle are in operation.
2. When the *Property Insured* exceeds £10,000 in total *Value* or an individual item exceeds £3,000 in *Value*, the vehicle must be fitted with a Thatcham Category 1 or 2 alarm/immobiliser.
3. If the alarm/immobiliser is not factory fitted, it must have been installed by an approved installer, and evidence of such must be provided in the event of a claim.
4. In-Vehicle cover outside of the *United Kingdom* - in respect of loaned, hired or borrowed vehicles, when outside of the *United Kingdom*, theft shall only be covered if the vehicle is fitted with a factory fitted alarm or immobiliser and evidence of its existence must be provided in the event of a claim.
5. Any vehicle used must have a valid motor insurance; a valid MOT certificate where applicable; current road tax where applicable; and windows and locks that are capable of rendering the vehicle secure.
6. Additional security requirements, to those detailed above, for specific vehicle types regardless of the *Property Insured Value*:
 - i. **Hatchback, four wheeled drive, estate-car, MPV or SUV** - where in the rear storage area, a factory fitted cover must be in place and, if not available, the *Property Insured* must be out of sight.
A Thatcham approved Category 3 steering lock immobiliser must be fitted unless a Thatcham Category 1 or 2 alarm/immobiliser is in operation.
 - ii. **Van, mini bus or campervan** - where in a rigid bodied van, mini bus or campervan the windows must be obscured and the *Property Insured* must be in a compartment not accessible from the driver's area or, where the compartment is accessible, the *Property Insured* must be out of sight.
A Thatcham approved Category 3 steering lock immobiliser must be fitted unless a Thatcham Category 1 or 2 alarm/immobiliser is in operation.
7. The *Property Insured* is stored in a **Locked Luggage Compartment**.
8. All doors, windows and other openings of the vehicle are left closed, securely locked and properly fastened.

Section 4 – General Exclusions applicable to *Your* Insurance

- 4.1 ***Your*** Insurance does not provide cover for any accidental damage or theft or any expense or legal liability of whatsoever nature, directly or indirectly caused, contributed to by or happening through or in consequence of: war or invasion, ***Terrorism***, acts of foreign enemies, hostilities (whether or not war has been declared), civil war, rebellion, revolution, insurrection, military or usurped power, ionising radiation or contamination by radioactivity from any nuclear fuel, or from any nuclear waste from burning of nuclear fuel, the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof, pressure waves from aircraft or other aerial devices traveling at supersonic speeds, wilful, self-inflicted injury or illness, suicide or an attempt to commit suicide, wilful exposure to danger (except in an attempt to save a human life), solvent abuse, being under the influence of alcohol or drugs, except those prescribed by a registered Doctor and not those drugs prescribed for drug addiction, or ***You*** engaging in any illegal or criminal act or intentional causes at the direction of, or with ***Your*** knowledge.
- 4.2 Any liability in excess of the ***Sum Insured*** or ***Value***, whichever is the lesser.
- 4.3 Any claim where ***Evidence Of Ownership*** of the ***Property Insured*** has not been provided.
- 4.4 Any individual item of ***Property Insured*** under the ***Value*** of £30 or over the ***Value*** of £10,000 unless ***We*** have agreed cover and included the item on ***Your*** Insurance Schedule and specified any applicable ***Endorsement***.
- 4.5 Any total ***Sum Insured*** over £25,000 unless ***We*** have agreed cover and included the ***Sum Insured*** on ***Your*** Insurance Schedule and specified any applicable ***Endorsement***.
- 4.6 Any additional claims costs resulting from the supply of equipment from outside the ***United Kingdom***, when items are unavailable in the ***United Kingdom*** or delivery is required to addresses outside the ***United Kingdom***.
- 4.7 Any ***Laptops*** and ***Laptop Accessories*** purchased second hand from any source, including eBay, and which were not new at the time of ***Your*** purchase.
- 4.8 Claims arising out of or in connection with the activities of a ***Professional Photographer***.

Section 5 – Conditions

5.1 Amendments

Mid-term amendments to **Your** policy, excluding changes to personal details are subject to payment of any additional cost of cover and, when made by telephone or by post, an administration charge may be applied. Amendments made via **Our** online amendment process are not subject to an administration charge. No refunds are payable for reductions in cover resulting from Mid-term amendments made to **Your** policy by **You**.

5.2 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 equipment upon confirmation from **You** of the new property to be insured without change to the Insurance Schedule renewal date. Following a claim, **We** reserve the right to decline cover under the terms and conditions of this policy or apply special terms.

5.3 Cancellation

If **You** decide that, for any reason, this policy does not meet **Your** insurance needs then please tell **Us** within 14 days of issue. On the condition that no claims have been made or are pending, **We** will then refund **Your** premium in full. Thereafter, **You** may terminate this insurance at any time. If **You** cancel the policy prior to the renewal date, **You** will receive a pro rata return of premium provided that no claim has been made or is pending during the current **Period Of Insurance**.

If a claim has been submitted or there has been any incident likely to give rise to a claim during the current **Period Of Insurance** a premium refund may not be given. If **You** are paying **Your** premium by monthly instalments and a claim is made, pending or likely, **You** will be required to continue with these until the premium is paid in full.

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:

- a) Fraud
- b) Non-payment of premium
- c) Threatening and abusive behaviour
- d) Non-compliance with policy terms and conditions

Provided the premium has been paid in full **You** shall be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance.

5.4 Contracts (Rights of Third Party) 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.

5.5 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.

5.6 Entitlement to Policy Benefits

The benefits detailed in this policy in respect of the **Property Insured** 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.

5.7 False/Fraudulent Claims

If any claim made under this policy by the insured or anyone acting on behalf of the insured is fraudulent or intentionally exaggerated or if any false declaration or statement shall be made in support thereof, all benefit under this policy shall be forfeited.

We will, at **Our** discretion, terminate the policy from the date of claim, or alleged claim, or **We** will not pay the claim if:

- i) a claim the insured person has made to obtain benefit under this policy is fraudulent or intentionally exaggerated, or
- ii) a false declaration or statement is made in support of a claim.

In such circumstances, **We** will be entitled to retain the premium paid by the insured and to demand the return of any sums paid in respect of the claim.

5.8 Important Changes

The cover under **Your** Insurance is based on information **You** have given **Us** and confirmed on **Your** Insurance Schedule. **You** must tell **Us** as soon as possible if any of this information changes, as **Your** cover will be affected and may be invalidated in the event of a claim.

5.9 Consumer Insurance

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act to take care to supply accurate and complete answers to all the questions in **Your** application and to make sure that all information supplied is true and correct. **You** must tell **Us** of any changes to the answers **You** have given as soon as possible. Failure to advise **Us** of a change to **Your** answers may mean that **Your** policy is invalid and that it does not operate in the event of a claim.

5.10 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, accidental damage, loss, damage or personal accident, **We** will only pay a rateable share of the claim.

5.11 Reasonable Care

You must take care to prevent any accidental damage or theft and keep **Your Property Insured** and the **Insured Location** in a good state of repair and condition. **You** must take care to comply with all statutory obligations and regulations imposed by any statutory, regulatory or government authority.

5.12 Subrogation

In the event that 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 the purpose of 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.

5.13 Under Insurance

A proportionate reduction in any claims settlement will be made should **You** under insure (i.e. the **Sum Insured You** have chosen is less than the **Value**).

5.14 Several Liability

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

Section 6 – Claims

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

- 6.1 **You** shall give notice, as soon as **You** become aware, to:
- the police in respect of any theft or malicious damage and
 - Us** via submission of a claim form, available from www.photoguard.co.uk to the
Claims Department,
Thistle Insurance Services Limited,
Southgate House,
Southgate Street,
Gloucester,
GL1 1UB
or via email to guardclaims@thistleinsurance.co.uk
- The Claims Department can be contacted on **0333 004 1999** should **You** have any further queries or are unable to download a claim form.
- Failure to comply with either or both clause 6.1 (a) or (b) may result in a claim being rejected.**
- 6.2 Within 30 days of notifying **Us**, **You** shall supply, at **Your** own expense, full details of the claim in writing together with any supporting information, **Evidence Of Ownership** and proofs which **We** may reasonably require.
- Failure to comply with clause 6.2 may result in a claim being rejected.**
- 6.3 No claim shall be paid until **You** have complied with clause 6.1 and 6.2.
- 6.4 **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 of the **Property Insured** and to deal with salvage in a reasonable manner, but **You** shall not abandon any **Property Insured** to **Us**.
- 6.5 **You** shall give such information and assistance as **We** may reasonably require, to substantiate any claim and where requested, provide proof of **Your** identity prior to settlement of any claim.
- 6.6 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.
- 6.7 UK General Insurance Limited is an agent of Ageas Insurance Limited and in the matters of a claim act on behalf of the insurer.

Section 7 – What to do if **You** have a complaint

If for any reason **You** are unhappy with **Us**, **We** would like to hear from **You**. Making a complaint will not prejudice **Your** right to take legal proceedings.

If **You** have a complaint about any aspect of this policy, **Our** service or a claim, please:

Email: photocomplaints@thistleonline.co.uk

Call: **0333 004 6555**

or write to:

The Customer Relations Manager,
Photoguard,
Thistle Insurance Services Limited,
Southgate House,
Southgate Street,
Gloucester,
GL1 1UB

If the complaint is still not resolved to **Your** satisfaction, **You** can approach The Financial Ombudsman Service at:

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

Telephone: **0800 023 4567** or **0300 123 9123**. Website: www.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.

Section 8 – Compensation Scheme

Ageas Insurance Limited is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme, if Ageas Insurance Limited cannot meet its obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. **You** can get more information about compensation scheme arrangements from the FSCS or visit www.fscs.org.uk

Section 9 – Data Protection Act

Please note that any information provided to **Us** will be processed by **Us** and **Our** agents in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties. **We** may also send the information in confidence for process to other companies acting on their instructions including those located outside the European Economic Area.

Section 10 – Information about *Your* insurance providers

Photoguard is a registered trading style of Thistle Insurance Services Limited, Lloyd's Broker. Authorised and regulated by the Financial Conduct Authority. A member of the Jardine Lloyd Thompson Group. Registered office:

**The St Botolph Building,
138 Houndsditch,
London,
EC3A 7AW**

Registered in England No. 01679424.

UK General Insurance Limited whose registered office is at:

**Cast House,
Old Mill Business Park,
Gibraltar Island Road,
Leeds,
LS10 1RJ**

The company is authorised and regulated by the Financial Conduct Authority.

Ageas Insurance Limited whose registered office is at:

**Ageas House,
Hampshire Corporate Park,
Templars Way,
Eastleigh,
Hampshire,
SO53 3YA**

The company is registered in England – registration number 354568.

The company is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

This can be checked on the Financial Services Register at www.fca.org.uk/firms/systems-reporting/register or by calling them on **0800 111 6768**.

How to contact *Us*

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

For Claims call: **0333 004 1999**

Fax: **0345 450 6743**

Email: **photo@thistleonline.co.uk**

Website: **www.photoguard.co.uk**

Our address:

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

Law applicable to the 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.

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

T: 0333 004 6555
F: 0345 450 6743
E: photo@thistleonline.co.uk
W: www.photoguard.co.uk

Photoguard is a trading style of Thistle Insurance Services Limited. Lloyd's Broker. Authorised and regulated by the Financial Conduct Authority. A JLT Group Company. Registered office: The St Botolph Building, 138 Houndsditch, London, EC3A 7AW. Registered in England No 00338645, VAT No. 244 2321 96.

