

# Imagemakers / Journalists Business Insurance Policy

**Imaging Insurance** is a trading name licensed to Vantage Insurance Services Limited (“VISL”), a subsidiary of Kerry London Limited, by Niche Insurance Services Limited. VISL is authorised and regulated by the Financial Services Authority. VISL’s registered address is 7 Birchin Lane, London EC3V 9BW. Registered in England (Registered Company No.3441136).

**Your** policy is underwritten by Groupama Insurance Company Limited (“GICL”). GICL is authorised and regulated by the Financial Services Authority (“FSA”) and a Member of the Association of British Insurers (“ABI”). GICL’s registered address is: Groupama House, 24-26 Minories, London EC3N 1DE (Co. Registration no. 995253).

In return for payment of the premium shown in the **Schedule**, **We** agree to insure **You**, subject to the terms and conditions contained in or endorsed on this policy, against loss or damage **You** sustain during the period shown in the **Schedule**.

When drawing up this policy, **Imaging** have relied on all the information and statements which **you** have provided in the Statement of Fact on the date shown in the schedule.

**The insurance relates ONLY to those sections of the policy, which are shown in the Schedule as being included.**

## Definitions

Wherever the following words appear in bold in this policy they will have the meanings shown below.

### **You / Your / Insured**

The person or persons named in the **Schedule of Insurance** and all directors and/or partners of the **Business**.

### **Insurer / We / Us / Our**

Groupama Insurance Company Limited.

### **Schedule of Insurance**

The **Schedule of Insurance** is part of this Policy. It contains details of the **Insured**, the **Period of Insurance**, the premium, the property insured, **sums insured** and the Sections of this Policy which apply.

### **Period of Insurance**

The length of time for which this insurance is in force, as shown in the **Schedule of Insurance** and for which **you** have paid and **we** have accepted a premium.

### **Endorsement(s)**

A change in the terms and conditions of this insurance.

### **Standard Construction**

Built of brick, stone or concrete and roofed with slates, tiles, asphalt, metal or concrete

### **Premises**

The address, which is shown in the **Schedule of Insurance**

### **Sums Insured**

The maximum amount the **Insurers** will pay in the event of a claim.

### **Europe**

Andorra, Austria, Belgium, Denmark, Faroe Islands, Finland, France, Germany, Gibraltar, Greece, Greenland, Iceland, Ireland, Isle of Man, Italy, Liechtenstein, Luxembourg, Malta, Monaco, Netherlands, Norway, Portugal, San Marino, Spain, Sweden, Switzerland, United Kingdom, Vatican City

### **Business**

The **Insured's business** or profession as stated in the **Schedule of Insurance**.

### **Business Premises**

The address stated in the **Schedule of Insurance** used by **you** in connection with the **Business**.

### **Indemnity**

An agreement by one party to make good the losses suffered by another, usually by payment of money, repair, replacement, or reinstatement.

### **Excess**

The amount which **You** pay for each separate claim.

### **Imaging**

Imaging Insurance the administrators of the Scheme

**Other words are explained elsewhere in the Policy or Schedule of Insurance. Where a word is defined within an individual Section that definition applies only to that Section.**

## General Conditions applicable to the whole of this insurance

Your **Schedule of Insurance** will show which Sections of this policy are operative.

### Your Duties

**You** must take all reasonable steps to prevent loss, damage or an accident and keep the **buildings** in a good state of repair.

1) **Maintenance of Sum Insured**

The **Insured** shall at all times maintain the **Sums Insured** at a level which represents the replacement cost as new or as specified on the Schedule

2) **Underinsurance**

If **You** are underinsured, which means the cost of replacing or repairing the **insured items** covered at the time of loss or damage, is more than **your** sum insured for these **insured items** then Insurers will only pay a proportion of the claim.

3) **Alterations**

The **Insured** must notify the **Insurer** immediately in writing of any change of circumstances which may affect the insurance cover provided by this Policy in the event of a claim and in particular:

- a) any change of address
- b) the bankruptcy of the **Insured** or the conviction of the **Insured** of arson, deception, forgery, theft, robbery or receiving or any crime of violence association with any of these offences or with any other offence against property (If any doubt exists as to whether any change is within this Condition it should be advised to Imaging Insurance).

4) **Precautions**

The **Insured** must take and cause to be taken all reasonable precautions to avoid injury, loss or damage and take and cause to be taken all reasonable steps to safeguard the items insured from loss or damage.

5) **Other Insurances**

If at the time any claim arises under this Insurance the **Insured** is or would but for the existence of this Insurance be entitled to **indemnity** under any other Insurance or Insurances the Insurers shall not be liable except in respect of any excess beyond the amount which would have been payable under such Insurance or Insurances had this Insurance not been effected.

6) **Security of your Property**

The basic level of security normally acceptable to Insurers can be summarized as follows:

- a) Main entrance door – 5-level mortice deadlock to British Standard 3621, or rim deadlatch with key locking handle on inside
- b) Other external doors including Patio Doors – as in a), or with Key Operated bolts top and bottom in addition to existing locks
- c) Sliding patio doors – as in b), or with key operated patio door lock mounted internally on centre rails(s)
- d) Ground Floor and accessible opening windows (e.g. via a flat roof) - key operated window locks
- e) Additionally, as specified in the Schedule

When such security does not exist, Insurers may consider temporary cover subject to a £500 **excess** applying to all theft claims until such security has been installed.

7) **Single Item Limit**

The maximum we will pay for a single item is £1,500 unless specified otherwise in the Schedule of Insurance.

## General Exclusions applicable to the whole of this insurance

**c) War Exclusion**

We will not pay for any loss or damage or liability directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

**d)** Loss, destruction, or damage caused by vermin, insects, mildew, rot or fungus depreciation, wear and tear and normal deterioration, any process of cleaning, repair or restoring, alteration, scratching or denting and atmospheric or climatic conditions and the action of light or any gradually operating cause.

**e) Pairs and Sets Exclusion**

We will not pay for the cost of replacing any undamaged parts of the **contents** which form part of a pair, set or suite or part of a common design or function when the loss or damage is restricted to a clearly identifiable area or to a specific part.

**g) Excess**

We will not pay for the first part of every claim, as specified in the **Schedule of Insurance**.

**h) Loss of Property from a Vehicle**

We will not pay for loss or damage from of equipment from an unattended vehicle:

- i. unless all doors and any boot are locked and windows and other openings are securely closed and all keys are removed from the vicinity of the vehicle
- ii. unless there is evidence of forcible and violent entry to the vehicle
- iii. other than from the locked boot of a saloon car
- iv. other than from the luggage compartment of a hatchback or estate car where the property insured has been concealed from sight by its proprietary manufactured tailgate
- v. unless the property insured has been concealed from sight in the storage area of a van that has its rear windows blacked out and the rear doors secured by a high security mortise lock
- vi. for an amount in excess of the limit of liability stated in the Schedule in respect of such loss
- vii. unless the property is out of sight and the vehicle has all its points of access closed and secured by all its locks and other protections and all keys are removed from it and retained by the driver.
- viii. In addition all loss or damage will be excluded for property in a vehicle when left unattended between the hours of 7 pm and 8 am or after the completion or before the commencement of the working day of the driver (if earlier/later), unless the vehicle is garaged in a building which is securely closed and locked, or parked in a compound secured by locked gates
- ix. the amount shown in the Schedule as the Deductible in respect of loss or damage from an unattended vehicle

**p)** We will not pay for any reduction in market value of any property following its repair or reinstatement.

**s)** We will not pay for any loss, as a consequence of illegal activities.

**t)** We will not pay for damage caused by pets

## Claims Conditions applicable to the whole of this insurance

### Your duties

In the event of a claim or possible claim under this insurance:

- 1) **you** must notify Imaging Insurance as soon as possible giving full details of what has happened.
- 2) **you** must provide Imaging Insurance with written details of what has happened within 30 days and provide any other information **we** may require
- 3) **you** must forward to Imaging Insurance within 3 days notice of the claim, if a claim for liability is made against **you**, any letter, claim, writ, summons or legal document **you** receive
- 4) **you** must inform the Police as soon as possible following malicious acts, violent disorder, riots or civil commotion, theft, attempted theft or lost property
- 5) **you** must not admit liability or offer to agree to settle any claim without the **Insurers** written permission.

If **you** fail to comply with any of the above duties this insurance may become invalid.

### How we deal with your claim

**a. Defence of claims**

**The Insurer** may

- Take full responsibility for conducting, defending or settling any claim in **your** name
- Take any action **we** consider necessary to enforce **your** rights or **our** rights under this insurance.

**b. Other insurance**

**We** will not pay any claim if any loss, damage or liability covered under this insurance is also covered wholly or in part under any other insurance except in respect of any excess beyond the amount which would have been covered under such other insurance had this insurance not been effected.

**c. Fraudulent claims**

If **you**, or anyone acting on **your** behalf, make a claim knowing it to be false or fraudulent in amount or in any other respect, this insurance shall be invalid and all claims shall be forfeited.

**d. Application of excess**

In the event of a claim under more than one Section arising out of the same occurrence at the same time only one **excess** shall apply to the claim.

**e. Arbitration**

If any difference arises as to the amount to be paid under this insurance (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with the statutory provisions in force at that time. Where any difference is by this condition to be referred to arbitration the making of an award shall be a condition precedent to any right of action against the Insurers.

## Section A - Imaging, Media, Business Equipment, Photographic and Video Images, and Sound Recordings (in the Business Premises)

**You** are covered for Imaging, Media, and **Business Equipment**, Photographic and Video Images, and Sound Recordings (in the **Business Premises**) as described in **your Schedule of Insurance**, against physical loss or damage whilst contained in the **Business Premises** temporarily removed anywhere within Great Britain, Northern Ireland, the Channel Islands and the Isle of Man and **Business Money** whilst in a bank night safe until removed by a bank official.

### Insured Risks

- 1) Fire, smoke, lightning, explosion or earthquake.
- 2) Storm, flood or weight of snow  
*but excluding **Property** in the open.*
- 3) Any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously
- 4) Escape of water from fixed water tanks apparatus or pipes.
- 5) Theft or any attempted theft  
*but excluding*
  - a) *loss, destruction or damage whilst the **Business Premises** is lent, let or sub-let\**
  - b) *theft of **Business Money**\**  
\*Unless involving forcible and violent entry to or exit from the **Business Premises**
  - c) *loss where property is obtained by any person using any form of payment which proves to be counterfeit, false, fraudulent, invalid, uncollectable or irredeemable for any reason.*
- 6) Collision by any vehicle or animal
- 7) Aircraft and other flying devices or items dropped from them
- 8) Escape of oil from domestic fixed oil-fire heating installation and smoke damage caused by a fault in any fixed heating installation  
*but excluding*
  - a) *Loss or damage due to wear and tear or gradually operating cause*
  - b) *Loss or damage caused by faulty workmanship.*
- 9) Subsidence or heave of the site upon which the Business Premises stand or landslip  
*but excluding*
  - a) *Loss or damage following damage to solid floors unless the walls of the private dwelling are damaged at the same time by the same event*
  - b) *Loss or damage arising from faulty design, specification, workmanship or materials*
  - c) *Loss or damage which but for the existence of this insurance would be covered under any contract or guarantee or by law*
  - d) *Loss or damage whilst the **buildings** are undergoing any structural repairs, alternations or extensions*
  - e) *Loss or damage by coastal erosion*
- 10) Falling trees, telegraph poles or lamp-posts  
*but excluding*
  - f) *The cost of removing fallen trees or branches unless they have given rise to a valid claim under the Policy.*
  - g) *Loss or damage caused by tress being cut down or cut back within the **Business premises***
- 11) Accidental Damage  
**You** are covered for, loss, destruction or accidental damage by any cause

### Limit of Insurance under Section A

The amount payable in any one **period of insurance** is limited as follows:

- I. The Sum Insured and monetary limits shown in the **schedule of insurance**
- II. The insurance of photographic, video and other **Business** equipment includes additional costs necessarily incurred in hiring alternative property following insured accidental loss destruction or damage as specified in the **Schedule of Insurance**

### Section B - Imaging, Media, Business Equipment, Photographic and Video Images, and Sound Recordings (away from the Business Premises)

You are covered for **Imaging, Media, and Business Equipment, Photographic and Video Images, and Sound Recordings** away from the Business Premises.

The **Insurer** will provide insurance for the loss or destruction of or damage to **Imaging, Media, and Business Equipment, and Photographic and Video Images** described in the **schedule of insurance** occurring anywhere in the European Area or for 60 days during any one **period of insurance** anywhere in the world (unless stated otherwise in the **schedule of insurance**).

For images, manuscripts and sound recordings contained on film, transparencies, negatives, tapes and computer files the basis for settlement is to be the same as described in Section b) below.

### Limit of Insurance under Section B

The amount payable in any one **period of insurance** is limited to the Sum Insured and monetary limits shown in the **schedule of insurance**

### Exclusions to Section A and B

- i) Loss, destruction or damage arising from inbuilt defect or defective workmanship etc  
  
Damage to property caused by or consisting of
  - (a) Inbuilt or latent defect, gradual deterioration, wear and tear, marring, scratching, denting, vermin or insects or its own faulty or defective design or materials
  - (b) faulty or defective workmanship, operational error or omission on your part or that of any of your Employeesbut subsequent Damage which itself results from a cause not excluded elsewhere in this Section of Policy is covered under this Section
- ii) The cost of repairing or replacing mechanical or electrical equipment following breakdown or misuse
- iii) Loss, destruction or damage arising from any process of cleaning, restoring, altering or repairing
- iv) Damage consisting of mechanical or electrical breakdown or derangement in respect of the particular machine apparatus or equipment in which breakdown or derangement originates but the following is covered under this Section
  - (a) such Damage not excluded elsewhere in this Section of Policy which itself results from any accidental cause

- (b) subsequent Damage which itself results from a cause not excluded elsewhere in this Section or Policy
- v) Depreciation in value or any consequential loss
- vi) Damage to property in the open caused by theft, wind, rain, hail, sleet, snow, flood or dust

<b>Conditions that apply to Sections A and B (Imaging, Media, Business Equipment, Photographic and Video Images, and Sound Recordings) only</b>
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How **we** deal with **your** claim

- a) claims for the total loss or destruction of any other item of office furniture equipment, fixture or fitting will be settled on the basis of the cost of the item as new at the time of the loss
- b) following loss, destruction or damage to Images, manuscripts and sound recordings contained on film, transparencies, negatives tapes and computer files, Insurers will pay either:
  - i) the cost of reinstating the property equal to it's condition when new provided that the replacement property is substantially the same as but not better than the original property when new, and the Insured incurs the cost of replacement
  - or
  - ii) the cost of re-shoot, re-recording, re-creation or reduplication or additional costs incurred in the replacement of the same from available sources
  - or
  - iii) the additional costs that would have been required to make good the property damaged or destroyed to a condition equal to its condition when new where replacement sources are unavailable

The choice of i), ii), or iii) above to be at the discretion of the underwriters

- c) all other claims will be settled on the basis of repair or replacement at the time of the loss

## Lenses For Hire Ltd. Hired Out Equipment Endorsement

**Insured: Lenses For Hire Ltd.**  
**Policy Number: PHC IMG 005843**

It is agreed that cover provided under Section B (**Equipment** away from the Risk Address) is extended to include **Equipment** otherwise included that is being hired out to **Your** customers.

This extension in cover is subject to the following additional conditions:

1. Prior to the start date of each hiring contract, **You** provide **Us** with the following information:
  - a) The name and address of the person hiring the **Equipment**
  - b) A description of each item of **Equipment** including:
    - i. brand
    - ii. type
    - iii. serial number.
  - c) The replacement cost of each item of **Equipment**
  - d) The start date of the hiring contract
  - e) The end date of the hiring contract
2. Within five working days from the end of the month in which any hiring contract starts, **You** also provide **Us** with a properly completed Monthly Hire Declaration Form and pay the additional premiums due for the month being reported
3. **Insurers** will not pay for any claim for loss or damage to **Equipment** under this extension that results from theft or malicious damage at the address of the hirer (as specified at 1a) or at any other location where the **Equipment** is left over-night unless the minimum security requirements as shown on page 5 of the **Schedule of Insurance** are complied with and unless such loss or damage is accompanied by signs of forcible and violent entry to or exit from the premises.
4. Irrespective of **Your** existing coverage limits, the maximum **Insurers** will pay for any claim for theft of **Equipment** from an unattended vehicle under this extension is £10,000.