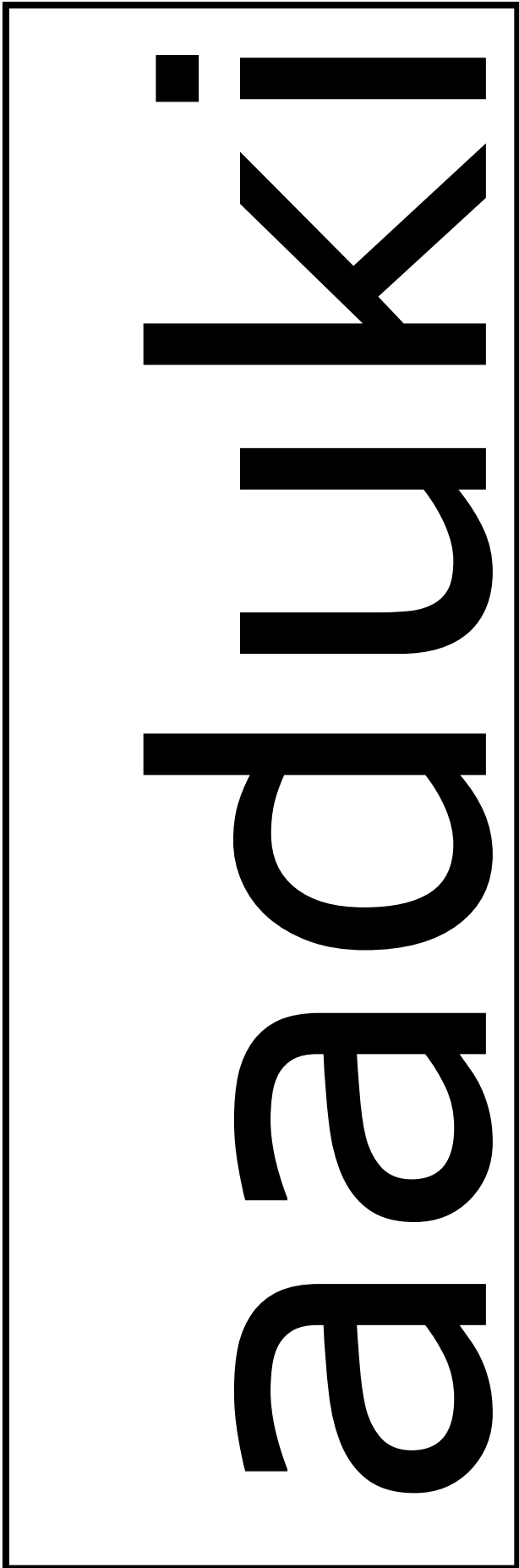




PHOTOGRAPHERS AND VIDEO MAKERS  
INSURANCE FOR HIRED EQUIPMENT



Policy Document

## CUSTOMER SERVICE AND COMPLAINTS PROCEDURE

Aaduki Multimedia Insurance prides itself on providing a first class, reliable and efficient service to all of our customers. Complaints are a key to monitoring our service and wherever possible, we seek to take action to prevent recurrence of a problem.

Aaduki Multimedia Insurance define a complaint as any expression of dissatisfaction, whether oral or written, and whether justified or not, about a service or activity provided by us.

If you have a complaint, please contact us immediately.

Customer Services Telephone: 01837 658880

Email: [info@aaduki.com](mailto:info@aaduki.com)

Aaduki Multimedia Insurance  
Bridge House, Okehampton, Devon, EX20 1DL

If **you** are unable to resolve the matter with **your** broker or insurance advisor and wish to make a complaint **you** may do so at any time by referring the matter to the Compliance Officer of

Great Lakes Reinsurance (UK) PLC  
Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ.

Telephone: 020 3003 7000 or Fax: 020 3003 7010

**You** may also, in accordance with the Rules of the Financial Services Authority, be able to refer **your** complaint to the Financial Ombudsman Service without affecting **your** legal rights. The address is:

Financial Ombudsman Service  
South Quay Plaza, 183 Marsh Wall, London, E14 9SR

Telephone: 0845 080 1800

## ADDITIONAL INFORMATION

### Financial Services Compensation Scheme (FSCS)

Great Lakes Reinsurance (UK) PLC (GLUK) is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme in the unlikely event that GLUK cannot meet its obligations.

Further details can be obtained from

### Financial Services Compensation Scheme

7<sup>th</sup> Floor, Lloyds Chambers, Portsoken Street, London, E1 8BN

Telephone: 020 7892 7300 or Fax: 020 7892 7301 or Visit: [www.fscs.org.uk](http://www.fscs.org.uk)

Information about the Underwriters

Great Lakes Reinsurance (UK) PLC. Registered in England and Wales No.2189462.

Registered Office:

Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ.

Authorised and regulated by the Financial Services Authority. FSA No.202715

### Financial Services Authority (FSA)

The FSA register can be checked by visiting their website on [www.fsa.gov.uk](http://www.fsa.gov.uk) or by calling 0845 606 1234.



**aaduki**

## DEFINITIONS

<b>Additional Hire Charges</b>	Costs incurred by <b>you</b> in hiring alternative <b>equipment</b> in the event of <b>Damage</b> to the <b>equipment</b> insured by this <b>policy</b>
<b>Additional Insured</b>	The individual named in the <b>Hire Agreement</b> and Order Confirmation issued by <b>you</b>
<b>Amount insured</b>	The most <b>we</b> will pay as shown in the <b>schedule</b> . Unless <b>we</b> say otherwise, the amounts apply to each incident of loss and will be automatically restored to the full amount after <b>we</b> pay a loss provided <b>you</b> carry out <b>our</b> recommendations to prevent further loss or damage
<b>Business</b>	<b>Your</b> business or profession as shown in the <b>schedule</b>
<b>Confiscation</b>	Confiscation, nationalisation, requisition or destruction of or damage to property by or under the order of any government or public or local authority
<b>Contents</b>	The property for which <b>you</b> are legally responsible under a written hire agreement with a VAT registered hire company
<b>Continuing Hire Charges</b>	The <b>hire company's</b> loss of hire revenue for which <b>you</b> are responsible under contract to compensate them for loss of hire charges after your <b>period of hire</b> should the <b>equipment</b> be subject to <b>Damage</b> during the period of hire
<b>Damage</b>	Accidental physical loss or physical damage
<b>Date recognition</b>	Any failure by any equipment (including any hardware or software) to correctly recognise any given date or to process any data or to operate properly due to any failure to correctly recognise any given date
<b>Endorsement</b>	A change to the terms of the <b>policy</b>
<b>Equipment</b>	The property for which <b>you</b> are legally responsible under a written <b>hire agreement</b> with a VAT registered <b>hire company</b> and excluding any property owned by <b>you</b>
<b>Excess</b>	The amount <b>you</b> must bear as the first part of each agreed claim
<b>Geographical Limits</b>	The geographical area shown in the <b>schedule</b>
<b>Hire Company</b>	The VAT registered hire company named in the <b>schedule</b>
<b>Hire Agreement</b>	The formal written agreement between <b>you</b> and the <b>hire company</b>
<b>Insured damage</b>	<b>Damage</b> to property provided that: a. the <b>damage</b> is not otherwise excluded by this <b>policy</b> ; and b. payment has been made or liability admitted by the insurer under any insurance covering such <b>damage</b>
<b>Nuclear risks</b>	a.any sort of nuclear material, nuclear reaction, nuclear radiation or radioactive contamination b.any products or services which include, involve or relate in any way to anything in (a) above, or the storage, handling or disposal of anything in (a) above c.all operations carried out on any site or premises on which anything in (a) or (b) above is located
<b>Premises</b>	The premises <b>you</b> occupy at the address/es shown in the <b>schedule</b> and being a building built of brick, stone or concrete and roofed with slate, tiles, concrete, metal, asbestos or any other non-combustible material
<b>Period of Hire</b>	The period shown in the <b>hire agreement</b> holding <b>you</b> responsible for any loss of <b>damage</b>
<b>Period of insurance</b>	The time for which this <b>policy</b> is in force as shown in the <b>schedule</b>
<b>Policy</b>	This insurance document and the <b>schedule</b> , including any <b>endorsements</b>
<b>Schedule</b>	The document showing <b>your</b> cover details and that attaches to this document or the individual Order Confirmation document issued by <b>you</b> to the <b>Additional Insured</b>

## DEFINITIONS

<b>Terrorism</b>	An act of any person acting on behalf of or in connection with any individual or organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty's government in the United Kingdom or any government de jure or de facto
<b>Virus</b>	A piece of unauthorised executable code which propagates itself through <b>your</b> computer system or network
<b>War</b>	War, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, or military or usurped power
<b>We / us / our</b>	Great Lakes Reinsurance (UK) PLC
<b>You / your</b>	The insured named in the <b>schedule</b> plus the <b>Additional Insured</b>

## How much we will pay

We will pay up to the **amount insured** shown in the **schedule** unless limited below.

We will insure **you** against **damage** occurring during the **period of insurance** to:

- a. **contents** contained in the **premises** shown in the **schedule**
- b. **contents** temporarily elsewhere, including while in transit, within the **geographical limits**.

**Repair and Replacement** At our option **we** will repair, replace or pay for any lost or damaged **contents**, the cost of repair or replacement as new or second hand as stated in the equipment list attached to the **schedule**;

**Continuing Hire Charges** Up to 20% of the **amount insured** (maximum of £2500) any one claim

**Under Insurance** If, at the time of **damage**, the **amount insured** is less than 85% of the total value of the **contents**, the amount **we** pay will be reduced in the same proportion as the under insurance.

**Fraud and Dishonesty** If, at any time, **we** discover any act of fraud or attempted fraud or dishonesty **we** will refuse to pay any amount and the matter will reported to the relevant law enforcement agency. If any payment has been made **you** must repay us.

## Your Obligations

**If any damage occurs** **We** will not make any payment under this section unless **you** notify **us** promptly of any **damage** which might be covered. If **you** think a crime has been committed, **you** must also report it to the police.

**You** should arrange for urgent repairs to be done immediately. Before any other repair work begins **we** have the right to inspect the damaged property. **We** will tell **you** if **we** want to do this.

**Unoccupancy** **You** must tell **us** immediately if the **buildings** will be left unoccupied or will not be used for more than 30 consecutive days. If **you** do not, **we** will not make any payment for **damage** occurring while the **buildings** are unoccupied.

**Security Protections** **We** will not make any payment in the case of loss or theft from the **premises** under any section of this **policy** where **you** have not complied with any security requirement shown in the Security warranty noted below.

### **Security**

All external basement, ground floor and other accessible (accessible means adjacent to roofs, fire escapes, down spouts/drain pipes) windows fanlights or skylights which are opening by design (originally constructed to open), must be secured with a key operated window lock.

All external doors (and internal doors which lead to other parts of the building which are not under your sole control) are to be secured with a five lever mortice deadlock.

Double glazed (and/or UPVC and Aluminium doors), to be secured with a five lever mortice deadlock or locking systems where the lock engages with the frame at more than one point (upon the operation of a single key or handle turn and not independently of each other).

Where **we** have previously agreed cover for any amount higher than £29,999 in total the **premises** are to be protected by an intruder alarm system installed by, and maintained under an annual maintenance contract with, a NIS approved installation company. The alarm system is to incorporate the REDCARE method of signalling.

**Identity Checks** **You** are obliged to maintain the system of checking the identify of new customers prior to releasing the equipment. On the first **Period of Hire** **you** are not to deliver to any address or **premises** or location whatsoever other than the address to where the payment credit/debit card is registered unless **you** have taken reasonable steps and satisfied yourself that the Additional Insured is linked to the delivery address. No delivery is to be made to public buildings or locations such as, but not limited to, railway stations, airports, bus terminals.

**Inception** Where this policy is extended to include cover for an **Additional Insured**, such insurance is not to be arranged after the dispatch of equipment from **your premises**.

## Conditions

<b>You</b>	It is a condition precedent to <b>our</b> liability under this policy that <b>you</b> are the person named in the <b>hire agreement</b> with the hire company and that the <b>hire agreement</b> is in no other name whatsoever.
<b>Period</b>	The <b>period of insurance</b> must coincide exactly to the <b>period of hire</b>
<b>Assistance</b>	<b>You</b> will at all times give to <b>us</b> all documentation, information, co-operation and assistance as is reasonably required.
<b>Subsidence</b>	<b>You</b> must tell <b>us</b> as soon as <b>you</b> become aware of demolition, building work or groundwork being carried out on any adjoining site. <b>We</b> may then vary the terms of this section or cancel the cover.
<b>Subrogation</b>	If any payment is made by <b>us</b> in respect of a claim under this <b>policy we</b> are immediately entitled to all of <b>your</b> rights of recovery. <b>We</b> shall not however exercise any such rights against any of <b>your</b> employees or former employees unless the claim has been brought about or contributed to by any dishonest fraudulent criminal or malicious act of the employee.

## General Conditions

**Contamination and Pollution Exclusion Clause** This **policy** shall not cover any loss or **damage** due to contamination, sooting, deposition, impairment with dust, chemical precipitation, poisoning, epidemic and disease including but not limited to foot and mouth disease, pollution, adulteration or impurification or due to any limitation or prevention of the use of objects because of hazards to health.

This Exclusion does not apply if such loss or **damage** arises out of one or more of the following perils;

- i) Fire, lightning, explosion, impact of aircraft
- ii) vehicle impact, sonic boom
- iii) accidental escape of water from any tank, apparatus or pipe
- iv) riot, civil commotion, malicious damage
- v) storm, hail
- vi) flood inundation
- vii) earthquake
- viii) landslide, subsidence
- ix) pressure of snow, avalanche
- x) volcanic eruption

All other terms and conditions of this **policy** shall be unaltered and especially the exclusions shall not be superseded by this clause.

## General Conditions

### **Electronic**

**Data Exclusion Endorsement** Notwithstanding any provision to the contrary within this **policy** or any endorsement thereto, it is understood and agreed as follows;

- a) **We** shall not be liable for any loss, damage, destruction, distortion, erasure, corruption or alteration of **Electronic Data** from any cause whatsoever (including but not limited to **Computer Virus**) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom regardless of any other cause or event contribution concurrently or in any other sequence to the loss.

**Electronic Data** means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

**Computer Virus** means a set of corrupting harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code programmatic or otherwise that propagate themselves through a computer system or network of whatsoever nature. **Computer Virus** includes but is not limited to "Trojan Horses" "worms" and "time or logic bombs".

- b) However, in the event that a peril listed below results from any matters described in the above paragraph, this **policy** subject to all its terms conditions and exclusions will cover physical **damage** occurring during the **Period of Insurance** to the **equipment** by the original **policy** directly caused by such listed peril.

Listed Perils;

- i) Fire
- ii) Explosion

### Electronic Data Processing Media Valuation

Notwithstanding any provision to the contrary within the **policy** or any endorsement thereto, it is understood and agreed as follows;

Should electronic data processing media insured by this **policy** suffer physical loss or **damage** insured by this **policy**, then the basis of valuation shall be the cost of the blank media plus the costs of copying the **Electronic Data** from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling such **Electronic Data**. If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media. However this **policy** does not insure any amount pertaining to the value of such **Electronic Data** to **you** or the **Additional Insured** or any other party, even if such **Electronic Data** cannot be recreated gathered or assembled.

### **Institute Radioactive Contamination Exclusion Clause**

This clause shall be paramount and shall override anything contained in this **policy** inconsistent therewith; In no case shall this **policy** cover loss **damage** liability or expense directly or indirectly caused by or contributed to or arising from;

- i) ionizing radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- ii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation reactor or other nuclear assembly or nuclear component thereof
- iii) any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

## General Conditions

**Micro-Organism Exclusion Clause** This **policy** does not cover any loss, **damage**, claim, cost, expenses or other sum directly or indirectly arising out of or relating to mould, mildew, fungus, spores or other micro-organism of any type, nature or description including but not limited to any substance whose presence poses an actual or potential threat to human health.

This Exclusion applies regardless whether there is;

- i) any physical loss or **damage** to insured property
- ii) any defined peril or cause whether or not contributing concurrently or in any way sequence
- iii) any loss of use occupancy or functionality
- iv) any action required including but not limited to repair replacement removal cleanup abatement disposal relocation or steps taken to address medical or legal concerns

This Exclusion replaces and supersedes any provision in this **policy** that provides insurance, in whole or in part, for these matters.

## **Nuclear Energy**

**Risks Exclusion Clause** This **policy** shall exclude Nuclear Energy Risks whether such risks are written directly and/or via Pools and/or Associations

For the purpose of this **policy** Nuclear Energy Risks shall be defined as all first party and or third party insurances in respect of;

- i) nuclear reactors and nuclear power stations or plant.
- ii) any other premises or facilities whatsoever related to or concerned with:
  - a. the production of nuclear energy or
  - b. the production or storage or handling of nuclear fuel or nuclear waste
- iii) any other premises or facilities eligible for insurance by any local Nuclear Pool and/or Association.

## **War and Civil War Exclusion Clause**

Notwithstanding anything to the contrary contained herein this **policy** does not cover loss or **damage** 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.

## What is not covered

**We** will not make any payment for:

1. **damage** caused by:
  - a. wear and tear, inherent defect, rot, fungus, mould, vermin or infestation, or any gradually operating cause;
  - b. dryness or humidity, being exposed to light or extreme temperatures, unless the **damage** is caused by storm or fire;
  - c. coastal or river erosion;
  - d. a rise in the water table;
  - e. theft from an unattended vehicle other than as specified in the Extension to Cover;
  - f. frost, other than **damage** due to water leaking from burst pipes forming part of the permanent internal plumbing provided the **premises** is occupied and in use;
  - g. **date recognition**.
  - h. any computer **virus**.
2. **damage** to **equipment** being cleaned, worked on or maintained.
3. loss or distortion of information resulting from error or malfunction.
4. the value to **you** of any lost or distorted information.
5. **damage** to any **equipment** resulting from its own breakdown, explosion or collapse.
6. misuse, inadequate or inappropriate maintenance, faulty workmanship, defective design or the use of faulty materials.
7. unexplained loss or disappearance or inventory shortage.
8. loss due to clerical or accounting errors.
9. loss by fraud or dishonesty of any partner, director or employee of **yours**
10. consequential or financial losses of any kind
11. pollution or contamination
- 12a. **damage** directly or indirectly caused by, resulting from or in connection with **terrorism** or any action taken to control, prevent or respond to **terrorism**;
- 12b. **damage** in Northern Ireland directly or indirectly caused by civil commotion.  
If there is any dispute between **you** and **us** over the application of exclusion 12a & 12b, it will be for **you** to show that the exclusion does not apply.
13. **war, confiscation** and **nuclear risks**.
14. the amount of the **excess**.
15. scratches to lenses or other equipment in the absence of any other **damage**.
16. the first £150 of each and every claim except as shown in the Extension to Cover
17. **additional hire charges**
18. **continuing hire charges** not incurred under **your** written **hire agreement** with **your hire company**
19. **damage** to any **contents** or owned by **you**
20. **damage** caused to **contents** whilst in transit:
  - a. by post, courier or similar means where such service is provided and operated by an independent third party where **you** do not accompany them
  - b. by air, unless such **contents** are
    - i. packed in sturdy carry cases when stowed in the hold of an aircraft; and
    - ii. accompanied by **you** at all times other than when the **contents** are in the custody and control of the airport operator or their agents
21. **damage** caused to **contents** whilst in transit between the **hire company** and **you** and **you** and the **hire company** where **you** do not accompany them
22. **damaged** caused whilst the **equipment** is being used by anyone other than **you**

## Extension to Cover

### **Security Clause**

If, whilst staying away from the **premises**, the address where **you** are temporarily staying is not secured against forced entry by intruders in accordance with Security Condition stated in this document, **you** are responsible for the first 25% or £500 of each and every claim whichever is the greater following theft or **damage** from such an address.

### **Construction Clause**

If, whilst staying away from the **premises**, the address where **you** are temporarily staying is not a building built of brick, stone or concrete and roofed with slate, tiles, concrete, metal, asbestos or any other non-combustible material, **you** are responsible for the first 25% or £500 of each and every claim whichever is the greater following fire, aircraft, lighting, explosion, storm, water damage.

### **Unattended Vehicle**

Cover for loss or damage as a result of theft or attempted theft from a vehicle not individually attended is subject to:

- 1) the equipment being stored out of sight from the exterior of the vehicle in a locked luggage compartment and/or boot
- 2) all security protections fitted to the vehicle being in full and effective operation
- 3) all windows (including sun roof), are to be left closed
- 4) estate vehicles being fitted with a hard parcel shelf to form a closed off area within the vehicle under which nothing is visible from the exterior of the vehicle
- 5) a maximum amount insured of £10,000 any one loss (or the maximum amount insured under this policy on equipment covered away from the premises – whichever is the lower), unless the vehicle is fitted with a factory installed or professionally installed alarm
- 6) maximum of £15,000 any one loss (or the maximum amount insured under this policy on equipment covered away from the premises – whichever is the lower), where the vehicle is fitted with a factory installed or professionally installed alarm

**We** will not make any payment for loss or damage as a result of theft or attempted theft from a vehicle not individually attended:

- 1) between the hours of 9.00pm and 6.00am
- 2) from an unlocked vehicle
- 3) in respect of convertible or soft top vehicles or vehicles of a similar “non enclosed” type
- 4) where there are no signs of violent and forcible entry to the vehicle

**We** will not pay the first £250 of each and every claim following theft or attempted theft from a vehicle not individually attended.

### **Overnight Camping**

It is noted and agreed that during any period of camping overnight in a tent or trailer or similarly constructed structure, Unattended Vehicle Cover exclusion 1) between the hours of 9.00pm and 6.00am is deleted and that it is a Condition Precedent to **our** liability that overnight the equipment is left out of sight from the exterior of the vehicle in a locked luggage compartment or boot. At any time, and not just overnight, **we** will not make any payment following theft or **damage** of any equipment from a tent, trailer or other similarly constructed structure whatsoever.

### **Overnight Caravan/Campervan**

It is noted and agreed that during any period that **you** staying overnight in a caravan/campervan, Unattended Vehicle Cover exclusion 1) between the hours of 9.00pm and 6.00am is deleted and that it is a Condition Precedent to **our** liability that overnight the equipment is left out of sight whilst inside the vehicle and that all windows are closed and doors lock and curtains are closed.