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**PROFESSIONAL PHOTOGRAPHERS OF AMERICA
PHOTOCARE PLUS – CAMERA AND ACCESSORIES FLOATER**

AGREEMENT

In return for “your” payment of the required premium, “we” provide the coverage described herein subject to all the “terms” of the Photographic Equipment Coverage. This coverage is also subject to the “schedule of coverages”.

Endorsements and schedules may also apply. They are identified on the “schedule of coverages”.

Refer to Definitions for words and phrases that have special meaning. These words and phrases are shown in quotation marks or bold type.

DEFINITIONS

1. The words “you” and “your” mean the persons or organizations named as the insured on the declarations.
2. The words “we”, “us”, and “our” mean the company providing this coverage.
3. “Hardware” means a network of electronic machine components (microprocessors) capable of accepting instructions and information, processing the information according to the instructions, and producing desired results, including but not limited to:
 - a. Personal computers and workstations;
 - b. Laptops, notebook PCs, tablets, other portable computing devices and accessories including, but not limited to, projectors, and
 - c. Peripheral data processing equipment, including but not limited to, printers, keyboards, monitors, and modems.“Hardware” does not mean cell phones, smart phones, or similar devices designed primarily for use as communication devices.
4. “Limit” means the amount of coverage that applies.
5. “Pollutant” means:
 - a. Any solid, liquid, gaseous, thermal, or radioactive irritant or contaminant, including but not limited to acids, alkalis, chemicals, fumes, smoke, soot, vapor, and waste. Waste includes materials to be recycled, reclaimed, or reconditioned, as well as disposed of; and
 - b. Electrical or magnetic emissions, whether visible or invisible, and sound emissions.
6. “Schedule of coverages” means:
 - a. All pages labeled schedule of coverage or schedules which pertain to this coverage; and

- b. Declarations or supplemental declarations which pertain to this coverage.
- 7. "Sinkhole collapse" means the sudden settlement or collapse of earth supporting the covered property into subterranean voids created by the action of water on a limestone or similar rock formation. It does not include the value of the land or the cost of filling sinkholes.
- 8. "Specified perils" means aircraft; civil commotion; explosion; falling objects; fire; hail; leakage from fire extinguishing equipment; lightning; riot; "sinkhole collapse"; smoke; sonic boom; vandalism; vehicles; "volcanic action"; water damage; weight of ice, snow, or sleet; and windstorm.

Falling objects does not include loss to:

- a. Personal property in the open; or
- b. The interior of buildings or structures or to personal property inside buildings or structures unless the exterior of the roofs or walls are first damaged by a falling object.

Water damage means the sudden or accidental discharge or leakage of water or steam as a direct result of breaking or cracking of a part of the system or appliance containing the water or steam.

- 9. "Terms" means all provisions, limitations, exclusions, conditions, and definitions that apply.
- 10. "Volcanic action" means airborne volcanic blast or airborne shock waves; ash, dust, or particulate matter; or lava flow.

Volcanic action does not include the cost to remove ash, dust, or particulate matter that does not cause direct physical loss to the covered property.

PROPERTY COVERED

"We" cover the following property unless the property is excluded or subject to limitations.

1. **Unscheduled Property**

- a. **Coverage** – When a "limit" for Unscheduled Property is shown on the "schedule of coverages", "we" cover direct physical loss covered by a covered peril to "your" photographic equipment.
- b. **Coverage Limitation** – "We" only cover "your" photographic equipment consisting of:
 - i. Cameras and photographic equipment, including projection machines and related accessories used for commercial purposes;
 - ii. Moveable sound equipment used in recording and reproducing sound for motion pictures; and
 - iii. Lenses, filters, tripods, camera bags, negative film, batteries, flash units, meters, lights, storage containers, and other similar property.
 - iv. Electronic Data Processing "hardware" used in conjunction with "your" professional photography

- 2. **Scheduled Property** – When a "limit" for Scheduled Property is shown on the "schedule of coverages", "we" cover direct physical loss caused by a covered peril to "your" scheduled photographic equipment.

PROPERTY NOT COVERED

Contraband – “We” do not cover contraband or property in the course of illegal transportation or trade.

Inventory Held For Sale – “We” do not cover “your” inventory held for sale.

Photographic Images – “We” do not cover the value (or diminution of value), ascribed or intrinsic, of photographic images lost or damaged, whether or not in conjunction with other covered loss.

COVERAGE EXTENSIONS

The “limit” provided under a Coverage Extension cannot be combined or added to any of the “limits” shown on the “Schedule of Coverages” or for any other Coverage Extension including any optional coverage or coverage that is added to this policy by endorsement.

Employees Photographic Equipment

1. **Coverage** – “We” cover direct physical loss caused by a covered peril to photographic equipment owned by persons employed by “you” in “your” photography business.
2. **Limit** – The most “we” pay for loss to photographic equipment belonging to “your” employees is: \$1,000 or the higher amount shown on the “Schedule of Coverages”.
 - a. If scheduled, then \$1,000 or the higher amount shown on the “Schedule of Coverages”; or
 - b. If unscheduled, then the amount shown on the “Schedule of Coverages”, but not to exceed \$1,000.
3. **Coverage Limitation** – “We” only cover photographic equipment owned by your employees while:
 - a. at a premises that “you” own or operate; or
 - b. being used in the course of employment.

Newly Acquired Photographic Equipment

1. **Coverage** – “We” cover direct physical loss caused by a covered peril to additional photographic equipment that “you” acquire during the policy period.
2. **Limit** – The most “we” pay for loss to newly acquired photographic equipment is the lesser of:
 - a. 10% of the Catastrophe Limit shown on the “schedule of coverages”; or
 - b. \$5,000.
3. **Time Limitation** – “We” extend coverage to the additional photographic equipment that “you” acquire for up to 60 days.

This coverage extension will end when any of the following first occurs:

- a. This policy expires;

- b. 60 days after “you” obtain the additional photographic equipment; or
 - c. “you” report the additional photographic equipment to “us”.
4. **Additional Premium** – “You” must pay any additional premium due from the date “you” acquire the additional photographic equipment.

Photographic Equipment Leased Or Rented From Others

- 1. **Coverage** – “We” cover direct physical loss caused by a covered peril to photographic equipment that “you” lease or rent from others.
- 2. **Limit** – The most “we” pay for loss to newly acquired photographic equipment is \$1,000 or the higher amount shown on the “Schedule of Coverages”.

PERILS COVERED

“We” cover risks of direct physical loss unless the loss is limited or caused by a peril that is excluded.

PERILS EXCLUDED

- 1. “We” do not pay for loss or damage caused directly or indirectly by one or more of the following excluded causes or events. Such loss or damage is excluded regardless of other causes or events that contribute to or aggravate the loss, whether such causes or events act to produce the loss before, at the same time as, or after the excluded causes or events.
 - a. **Civil Authority** – “We” do not pay for loss caused by order of any civil authority, including seizure, confiscation, destruction, or quarantine of property.

“We” do cover loss resulting from acts of destruction by the civil authority to prevent the spread of fire, unless the fire is caused by a peril excluded under this coverage.
 - b. **Nuclear Hazard** – “We” do not pay for loss caused by or resulting from a nuclear reaction, nuclear radiation, or radioactive contamination (whether controlled or uncontrolled; whether caused by natural, accidental, or artificial means). Loss caused by nuclear hazard is not considered loss caused by fire, explosion, or smoke. Direct loss by fire resulting from the nuclear hazard is covered.
 - c. **War And Military Action** – “We” do not pay for loss caused by:
 - i. War, including undeclared war or civil war; or
 - ii. A Warlike action by a military force, including action taken to prevent or defend against an actual or expected attack, by any government, sovereign, or other authority using military personnel or other agents; or
 - iii. Insurrection, rebellion, revolution, or unlawful seizure of power including action taken by governmental authority to prevent or defend against any of these.

With regard to any action that comes within the “terms” of this exclusion and involves nuclear reaction, nuclear radiation, or radioactive contamination, this War and Military Action Exclusion will apply in place of the Nuclear Hazard Exclusion.

2. "We" do not pay for loss or damage that is caused by or results from one or more of the following:
- a. **Acts Or Decisions** – "We" do not pay for loss caused by or resulting from the act or decision of any person, group, organization, or governmental body. This includes the failure to act or decide. But if an act or decision results in a covered peril, "we" do cover the loss or damage caused by that covered peril.
 - b. **Animal Nesting, Infestation, Or Discharge** – "We" do not pay for loss caused by nesting, infestation, discharge, or release of waste products or secretions by animals, including but not limited to, birds, insects, or vermin.

But if nesting, infestation, discharge, or release of waste products or secretions by animals results in a covered peril, "we" cover the loss or damage caused by that covered peril.

- c. **Breakage, Marring, Scratching, Or Exposure To Light** – "We" do not pay for loss caused by:
 - i. Breakage of glass, tubes, bulbs, lamps, or articles made largely of glass other than lenses;
 - ii. Marring or scratching; or
 - iii. Exposure to light.

But if breakage, marring, scratching, or exposure to light results in a "specified peril" theft, or attempted theft, "we" do cover the loss or damage caused by that peril.

"We" also cover breakage, marring, scratching, or exposure to light while the property is in the custody of a carrier for hire.

- d. **Contamination Or Deterioration** – "We" do not pay for loss caused by contamination or deterioration including corrosion; decay; fungus; mildew; mold; rot; rust; or any quality, fault, or weakness in the covered property that causes it to damage or destroy itself.

But if contamination or deterioration results in a covered peril, "we" do cover the loss or damage caused by that covered peril.

- e. **Criminal, Fraudulent, Dishonest, Or Illegal Acts** – "We" do not pay for loss caused by or resulting from criminal, fraudulent, dishonest, or illegal acts committed along or in collusion with another by:
 - i. "You";
 - ii. Others who have an interest in the property;
 - iii. Others to whom "you" entrust the property;
 - iv. "Your" partners, officers, directors, trustees, joint venturers, or "your" members or managers if "you" are a limited liability company; or
 - v. The employees or agents of i., ii., iii., or iv. above, whether or not they are at work.

This exclusion does not apply to acts of destruction by "your" employees, but "we" do not pay for theft by employees.

This exclusion does not apply to covered property in the custody of a carrier for hire.

- f. **Electrical Currents** – “We” do not pay for loss caused by arcing or by electrical currents other than lightning.
- But if arcing or electrical currents other than lightning result in a “specified peril”, “we” do cover the loss or damage caused by that “specified peril”.
- g. **Fault, Defect, Or Error** – “We” do not pay for loss caused by or resulting from a fault, defect, or error, negligent or not, in:
- i. Planning, zoning, surveying, sifting, grading, compacting, land use, or development; or
 - ii. The design, blueprint, specification, workmanship, construction, maintenance, installation, renovation, remodeling, or repair of property, including the materials used in the construction, remodeling, or repair.
- These apply whether or not the property is covered by this policy.
- But if a fault, defect, or error results in a covered peril, “we” do not cover the loss or damage caused by that covered peril.
- h. **Loss Of Use** – “We” do not pay for loss caused by or resulting from loss of use, delay, or loss of market.
- i. **Mechanical Breakdown** – “We” do not pay for loss caused by any mechanical, structural, or electrical breakdown or malfunction including a breakdown or malfunction resulting from a structural, mechanical, or reconditioning process.
- j. **Pollutants** – “We” do not pay for loss caused by or resulting from release, discharge, seepage, migration, dispersal, or escape of “pollutants” unless the release, discharge, seepage, migration, dispersal, or escape is caused by a “specified peril”.
- “We” do cover any resulting loss caused by a “specified peril”.
- k. **Temperature/Humidity** – “We” do not pay for loss to covered property caused by:
- i. dryness, dampness, humidity; or
 - ii. changes or extremes in temperature.
- This exclusion applies only to “hardware”.
- l. **Unauthorized Instructions** – “We” do not pay for loss caused by an unauthorized instruction to transfer property to any person or place.
- m. **Wear And Tear** – “We” do not pay for loss caused by wear and tear.
- But if wear and tear results in a covered peril, “we” do cover the loss or damage caused by that covered peril.
- n. **Weather** – “We” do not pay for loss caused by weather conditions if the weather conditions contribute in any way with a cause or event excluded in item 1. above.
- But if weather conditions result in a covered peril, “we” do cover the loss or damage caused by that covered peril.

WHAT MUST BE DONE IN CASE OF A LOSS

1. **Notice** – In case of a loss, “you” must:
 - a. Give “us” or “our” agent prompt notice including a description of the property involved (“we” may request written notice); and
 - b. Give notice to the police when the act that causes the loss is a crime.
2. **You Must Protect Property** – “You” must take all reasonable steps to protect covered property at and after an insured loss to avoid further loss.
 - a. **Payment Of Reasonable Costs** – “We” do pay the reasonable costs incurred by “you” for necessary repairs or emergency measures performed solely to protect covered property from further damage by a peril insured against if a peril insured against has already caused a loss to covered property. “You” must keep an accurate record of such costs. “Our” payment of reasonable costs does not increase the “limit”.
 - b. **We Do Not Pay** – “We” do not pay for such repairs or emergency measures performed on property which has not been damaged by a peril insured against.
3. **Proof Of Loss** – “You” must send “us”, within 60 days after “our” request, a signed, sworn proof of loss. This must include the following information:
 - a. The time, place, and circumstances of the loss;
 - b. Other policies of insurance that may cover the loss;
 - c. “Your” interest and the interests of all others in the property involved, including all mortgages and liens;
 - d. Changes in title of the covered property during the policy period; and
 - e. Estimates, specifications, inventories, and other reasonable information that “we” may require to settle the loss.
4. **Examination** – “You” must submit to examination under oath in matters connected with the loss as often as “we” reasonably request and give “us” sworn statements of the answers. If more than one person is examined, “we” have the right to examine and receive statements separately and not in the presence of others.
5. **Records** – “You” must produce records, including tax returns and bank microfilms of all canceled checks relating to value, loss, and expense and permit copies and extracts to be made of them as often as “we” reasonably request.
6. **Damaged Property** – “You” must exhibit the damaged and undamaged property as often as “we” reasonably request and allow “us” to inspect or take samples of the property.
7. **Volunteer Payments** – “You” must not, except at “your” own expense, voluntarily make any payments, assume any obligations, pay or offer any rewards, or incur any other expenses except as respects protecting property from further damage.
8. **Abandonment** – “You” may not abandon the property to “us” without “our” written consent.
9. **Cooperation** – “You” must cooperate with “us” in performing all acts required by this policy.

VALUATION

1. Unscheduled Property

- a. **Actual Cash Value** – The value of covered property is based on the actual cash value at the time of loss (with deduction for depreciation), subject to items 1. b. and 1. c. under Valuation.

Depreciation will apply as follows based on the age of lost or damaged property:

- i. “Hardware” – 25% per year, 80% in total;
- ii. All other property – 10% per year, 40% in total.

Age means Model Year minus Current Year plus one.

- b. **Pair Or Set** – The value of a lost or damaged article which is part of a pair or set is based on a reasonable proportion of the value of the entire pair or set. The loss is not considered a total loss of the pair or set.
- c. **Loss To Parts** – The value of a lost or damaged part of an item that consists of several parts when it is complete is based on the value of only the lost or damaged part of the cost to repair or replace it.

2. Scheduled Property

Replacement Cost – The value of “your” covered photographic equipment will be based on replacement cost without any deduction for depreciation.

- a. **Replacement Cost Limitation** – The replacement cost is limited to the cost of repair or replacement with similar materials and used for the same purpose. The payment will not exceed the amount “you” spend to repair or replace the damaged or destroyed property.
- b. **Replacement Cost Does Not Apply Until Repair Or Replacement** – Replacement cost valuation does not apply until the damaged or destroyed property is repaired or replaced.
- c. **Time Limitation** – “You” may make a claim for actual cash value before repair or replacement takes place, and later for the replacement cost if “you” notify “us” of “your” intent within 180 days after the loss.

HOW MUCH WE PAY

1. **Insurable Interest** – “We” do not cover more than “your” insurable interest in any property.
2. **Deductible** – “We” pay only that part of “your” loss over the deductible amount shown on the “schedule of coverages” in any one occurrence.
3. **Loss Settlement Terms** – Subject to items 1., 2., 4., and 5 under How Much We Pay, “we” pay the lesser of:
 - a. The amount determined under Valuation;
 - b. The cost to repair, replace, or rebuild the property with material of like kind and quality to the extent practicable; or
 - c. The “limit” that applies to the covered property.

4. **Insurance Under More Than One Coverage** – If more than one coverage of this policy insures the same loss, “we” pay no more than the actual claim, loss, or damage sustained.

5. **Insurance Under More Than One Policy** –

Excess Amount – This policy applies as primary in relation to that coverage which is provided by “your” basic Photocare coverage when activated in conjunction with your membership in the Professional Photographers of America. However, if there is any other policy covering the same loss, other than that described above, “we” pay only for the amount of covered loss in excess of the amount due from that other policy, whether “you” can collect on it or not. But “we” do not pay more than the applicable “limit”.

LOSS PAYMENT

1. **Loss Payment Options** –

a. **Our Options** – In the event of loss covered by this coverage form, “we” have the following options:

- i. Pay the value of the lost or damaged property;
- ii. Pay the cost of repairing or replacing the lost or damaged property;
- iii. Rebuild, repair, or replace the property with other property of equivalent kind and quality, to the extent practicable, within a reasonable time; or
- iv. Take all or any part of the property at the agreed or appraised value.

b. **Notice Of Our Intent To Rebuild, Repair, Or Replace** – “We” must give “you” notice of “our” intent to rebuild, repair, or replace within 30 days after receipt of a duly executed proof of loss.

2. **Your Losses** –

a. **Adjustment And Payment Of Loss** – “We” adjust all losses with “you”. “We” adjust all losses with “you” unless another loss payee is named in the policy.

b. **Conditions For Payment Of Loss** – An insured loss will be payable 30 days after:

- i. A satisfactory proof of loss is received, and
- ii. The amount of the loss has been established either by written agreement with “you” or the filing of an appraisal with “us”.

3. **Property Of Others** –

a. **Adjustment And Payment Of Loss To Property Of Others** – Losses to property of others may be adjusted with and paid to:

- i. “You” on behalf of the owner; or
- ii. The owner.

b. **We Do Not Have To Pay You If We Pay The Owner** – If “we” pay the owner, “we” do not have to pay “you”. “We” may also choose to defend any suits brought by the owners at “our” expense.

OTHER CONDITIONS

1. **Appraisal** – If “you” and “we” do not agree on the amount of the loss or the value of covered property, either party may demand that these amounts be determined by appraisal.

If either makes a written demand for appraisal, each will select a competent, independent appraiser and notify the other of the appraiser’s identity within 20 days of receipt of the written demand. The two appraisers will then select a competent impartial umpire. If the two appraisers are unable to agree upon an umpire within 15 days, “you” or “we” can ask a judge of a court of record in the state where the property is located to select an umpire.

The appraisers will then determine and state separately the amount of each loss.

The appraisers will also determine the value of covered property items at the time of the loss, if requested.

If the appraisers submit a written report of any agreement to “us”, the amount agreed upon will be the amount of the loss. If the appraisers fail to agree within a reasonable time, they will submit only their differences to the umpire. Written agreement so itemized and signed by any two of these three, sets the amount of the loss.

Each appraiser will be paid by the party selecting that appraiser. Other expenses of the appraisal and the compensation of the umpire will be paid equally by “you” and “us”.

2. **Assignment** – This policy may not be assigned without “our” written consent.
3. **Benefit To Others** – Insurance under this coverage shall not directly or indirectly benefit anyone having custody of “your” property.
4. **Cancellation** – “You” may cancel this policy by returning the policy to “us” or by giving “us” written notice and stating at what future date coverage is to stop.

“We” may cancel this policy by written notice sent to “you” at the last mailing address known to “us”. If notice of cancellation is mailed, proof of mailing will be sufficient proof of notice.

If “we” cancel this policy for nonpayment of premium, “we” will give written notice to “you” at least ten days before the cancellation is effective. If “we” cancel this policy for any other reason, “we” will give notice at least 45 days in advance of cancellation. The notice will state the time that the cancellation is to take effect.

“Your” return premium, if any, will be calculated according to “our” rules. It will be refunded to “you” with the cancellation notice or within a reasonable time. Payment or tender of the unearned premium is to a condition of cancellation.

5. **Change, Modification, Or Waiver Of Policy Terms** – A waiver or change in the “terms” of this policy must be issued by “us” in writing to be valid.
6. **Conformity With Statute** – When a condition of this coverage is in conflict with an applicable law, that condition is amended to conform to that law.
7. **Estates** – This provision applies only if the insured is an individual.
 - a. **Your Death** – On “your” death, “we” cover the following as an insured:
 - i. The person who has custody of “your” property until a legal representative is qualified and appointed; or
 - ii. “Your” legal representative.

This person or organization is an insured only with respect to property covered by this coverage.

- b. Policy Period Is Not Extended** – This coverage does not extend past the policy period indicated on the declarations.
8. **Examination Of Books And Records** – “We” may examine and audit the books and records of the Professional Photographers of America that relate to this policy during the policy period and within three years after the policy has expired.
9. **Liberalization** – If a revision of a form or endorsement which would broaden this coverage without an additional premium is adopted during the policy period or within six months before this coverage is effective, the broadened coverage will apply.
10. **Misrepresentation, Concealment, Or Fraud** – This coverage is void as to “you” and any other insured if, before or after a loss:
- a. “You” have or any other insured has willfully concealed or misrepresented:
 - i. A material fact or circumstance that relates to this insurance or the subject thereof; or
 - ii. “Your” interest herein; or
 - b. There has been fraud or false swearing by “you” or any other insured with regard to a matter that relates to this insurance or the subject thereof.
11. **Policy Period** – “We” pay for a covered loss that occurs during the policy period.
12. **Recoveries** – If “we” pay “you” for the loss and lost or damaged property is recovered, or payment is made by those responsible for the loss, the following provisions apply:
- a. “You” must notify “us” promptly if “you” recovered property or receive payment;
 - b. “We” must notify “you” promptly if “we” recover property or receive payment;
 - c. Any recovered expenses incurred by either are reimbursed first;
 - d. “You” may keep the recovered property, but “you” must refund to “us” the amount of the claim paid or any lesser amount to which “we” agree, and
 - e. If the claim paid is less than the agreed loss due to a deductible or other limiting “terms” of this policy, any recovery will be prorated between “you” and “us” based on our respective interest in the loss.
13. **Restoration Of Limits** – A loss “we” pay under this coverage does not reduce the applicable “limits”, unless it results in a total loss to a scheduled item. In the event of a total loss to a scheduled item, “we” refund the unearned premium on that item.
14. **Subrogation** – If “we” pay for a loss, “we” may require “you” to assign to “us” “your” right of recovery against others. “You” must do all that is necessary to secure “our” rights. “We” do not pay for a loss if “you” impair this right to recover. “You” may waive “your” right to recover from others in writing before a loss occurs.
15. **Suit Against Us** – No one may bring a legal action against “us” under this coverage unless:
- a. All of the “terms” of this coverage have been complied with; and
 - b. The suit has been brought within two years after “you” first have knowledge of the loss.
If any applicable law makes this limitation invalid, then suit must begin within the shortest period permitted by law.
16. **Territorial Limits** – “We” cover property wherever it is located.