

## Important Customer Notice – Updated 20<sup>th</sup> July 2020

### Coronavirus (COVID-19) - Frequently Asked Questions

The unprecedented circumstances caused by the Coronavirus (Covid-19) pandemic and the subsequent ban on social gatherings and enforcement of social distancing (“**Coronavirus**”) are having a significant impact on our customers who have had to postpone or cancel their wedding, and on customers who have a wedding scheduled in the coming months.

We understand that this extraordinary and uncertain time will raise questions and concerns about your wedding plans. We provide general guidance below on some possible scenarios that may arise in relation to your wedding due to Coronavirus and explain how your Wedding Insurance Policy (“**Policy**”) will respond. However, please note that nothing within this guidance changes the terms and conditions of your Policy and we will review each claim on its individual circumstances and merits.

#### Government Guidance and Regulations on Weddings & Civil Partnerships

We are all aware that that this is a fast-moving situation and the legislation, guidance and various restrictions in place are being reviewed and updated constantly by the UK and overseas Governments respectively. These FAQ’s are general in nature and outline the principles of how your Policy responds, although the specific details of any claim will be reviewed against the guidance and legislation in place at that time.

As a result of the restrictions, if your wedding will not be able to go ahead as you had planned, you should speak to your venue and suppliers in the first instance, to see what they are willing to do to accommodate you. We expect venues and suppliers to want to help you and to work with you to find an alternative solution.

If you have any questions or wish to discuss your individual circumstances then please contact our customer service team by email at [customerservice@emeraldlife.co.uk](mailto:customerservice@emeraldlife.co.uk), or if your query is urgent you can call us on 0330 113 7109. If you need to submit or discuss a claim then please contact the claims team by email at [weddingclaims@emeraldlife.co.uk](mailto:weddingclaims@emeraldlife.co.uk), or if your claim is urgent you can call us on 0333 234 3723. Please note that due to the significant volume of enquires and claims we are currently receiving; our response time is slower than usual. We very much appreciate your understanding and patience during this time.

#### What should I do if my wedding is impacted by Coronavirus, or if I am not sure if my wedding will be impacted by Coronavirus?

In the first instance, to ensure any financial loss is kept to a minimum, if your wedding is, or may be impacted by Coronavirus, please contact your wedding venue and suppliers, as soon as possible to discuss your wedding. Your suppliers will likely want to help you and may allow you to make alternative arrangements to rearrange your wedding to another date (if necessary) at no additional cost, or they may offer you a refund. However, if you will incur financial loss by making alternate arrangements, please contact us to discuss your options before making any decisions regarding rearrangement or cancellation of your wedding because any financial loss you suffer that is recoverable from another source e.g. (your venue or wedding suppliers), is not covered under your Policy. In other words, you have an obligation to mitigate your financial loss and we can assist you with this, if you are unsure about your particular circumstances so please email [weddingclaims@emeraldlife.co.uk](mailto:weddingclaims@emeraldlife.co.uk) or call us on 0333 234 3723 and we will happily discuss this with you.

#### What’s covered under my Policy if my wedding is cancelled or postponed due to Coronavirus?

Under Section 1 (Cancellation, Rearrangement or Curtailment) of your Policy, we would consider a claim for cancellation or rearrangement of the wedding due to Coronavirus for the following reasons:

- Your ceremony or reception venue is unable to hold your ceremony and/or wedding reception due to Coronavirus. However, **please note that if the reason for cancellation is due to a government act or regulation, exclusions may apply (there is more detail on this exclusion below).**
- Unavoidable cancellation of the wedding due to the death, injury or sickness (including Covid-19) of the prospective marriage or civil partner, or your close relatives (close relatives are defined within your Policy), which would mean that having or continuing with the wedding and/or wedding reception would be impossible. Please see below for further details on what we cover in relation to Covid-19 and self-isolation due to Covid-19).
- The caterers for the wedding being unable to provide the service for or at your wedding due to an outbreak of Covid-19 at their premises.

Please refer to your Policy for further details on what is and is not covered under the terms of Section 1. Please also note that if your claim is covered, it is only covered up to the amounts listed in the Schedule to your Policy.

### **Is my claim excluded by the Government Act Exclusion?**

Your Policy contains a number of exclusions. Most relevantly in relation to Coronavirus, your Policy excludes cover under Section 1 of your Policy and in the General Exclusions, if the reason for your wedding cancellation, rearrangement or curtailment arises directly or indirectly from a government Act or regulation. Therefore, if your wedding is cancelled or postponed whilst the Government prohibits large gatherings such as weddings, your claim may be excluded from cover. However, if there are any other covered circumstances causing the rearrangement or cancellation of your wedding (e.g. sickness of the prospective marriage or civil partner, or your close relatives (as defined within your Policy)), then your claim will be covered, even if this exclusion also applies.

This exclusion applies to weddings in the UK and abroad but it is based on the applicable local laws and regulations in place at your wedding destination.

If you are unsure about your particular circumstances, please email [weddingclaims@emerald.life.co.uk](mailto:weddingclaims@emerald.life) or call us on 0333 234 3723 and we will happily discuss this with you.

### **Our wedding can proceed but with limited number of guests (e.g. 30 guests). Can we claim for cancellation or rearrangement?**

There is no cover under Section 1 of the Policy that covers cancellation and rearrangement due to an enforced reduction in guest numbers due to COVID-19 or any other reason. In this instance, you should discuss your options with your venue and suppliers to see what they are willing to do to accommodate you.

### **What happens if our wedding is affected by local or regional lockdown and is not able to proceed?**

This will depend on the nature of the local or regional lockdown and your individual circumstances. Please note that if the lockdown is enforced under a government Act or regulation, then your claim may be excluded. (For further information about these exclusions, refer to the above).

### **What if our venue cancels the wedding?**

If your venue cancels your wedding ceremony and/or wedding reception, you need to discuss a solution with your venue, before submitting a claim. Your venue may offer you the opportunity to rearrange your wedding to a later date, or they may provide you with a refund. If you will incur any additional costs, please contact us before making any decisions regarding rearrangement or cancellation of your wedding, so we can discuss your options, This is because we do not want you to assume that you will have a valid claim under your Policy and subsequently make a decision that may have detrimental financial consequences for you. Please email us at [weddingclaims@emerald.life.co.uk](mailto:weddingclaims@emerald.life) or call us on 0333 234 3723.

If your venue cancels your wedding, your Policy provides cover:

- If the reason is because your venue is unable to hold your ceremony and/or wedding reception due to Coronavirus. However, **please note that if the reason for cancellation is due to a government Act or regulation, exclusions may apply (there is more detail on this exclusion above).**
- If the venue suffers financial failure and/or is unable to guarantee that it will be able to hold your wedding and/or wedding reception because it has gone into administration after the date of purchase of your Policy.

If the venue is unable to hold your wedding and cancels please note that if they are refusing to give you a refund by reference to your contract terms with them, these terms can only be enforced if they are 'fair and reasonable' under the Consumer Rights Act 2015 (the CRA) or the Law Reform (Frustrated Contracts) Act 1943. The Competition and Markets Authority (CMA) has recently launched an investigation into complaints about coronavirus-related cancellations at venues. According to the CMA, where a contract is not performed as agreed, consumer protection law allows consumers to obtain a refund. This would apply where a venue has cancelled a wedding without providing any of the promised goods or services or when a consumer is prevented from receiving any goods or services due to circumstances beyond their control. So in these instances we do expect your venue to refund you or offer an alternative date that works for you.

### **Should I make any further payments for my Wedding if I am concerned it will not go ahead?**

This is a decision for you, but we encourage you to have an open conversation with your venue and suppliers as soon as possible. However, one important piece of advice we want to highlight is that you should avoid paying by cash or bank transfers as much as possible and instead use credit or debit cards as such payment options may provide valuable protection against non-performance of supplier contracts. This is advice we would give at any time but in the current circumstances, it is even more pertinent.

### **Can I cancel if we or a close relative are ill with Covid-19?**

Yes - if you or your prospective marriage or civil partner, or a close relative (as defined within your Policy) contracts Covid-19, and you believe that the illness may extend to the wedding date, making it impossible to proceed with the wedding, then we will cover irrecoverable costs in accordance with the terms and conditions of the Policy, which includes your obligation to mitigate your financial loss. You will be required to produce supporting evidence including medical certificates, or other evidence providing details of your illness. Please discuss this with our claims team who will advise further on what information you will need to provide to support any such claim.

### **Many of my guests or family are not able to come as they are self-isolating as a result of suspected Covid-19 or self-isolating in accordance with Government advice. Is this covered?**

Your Policy covers death, injury and sickness of the prospective marriage or civil partner, or a close relative (as defined within your Policy) that would make having or continuing with the wedding impossible. We will therefore cover self-isolation of you or your prospective marriage or civil partner, or a close relative (as defined in the Policy) only, if such persons will be in self-isolation on the date of your wedding ceremony and/or wedding reception.

However, you will be required to produce supporting evidence of the requirement of such persons to self-isolate and evidence that the self-isolation will extend to the date of the wedding, such as an NHS self-isolating certificate or communication from NHS Test and Trace. You will still need to demonstrate mitigation of your financial loss.

Cover is not available for cancellation solely as a result of someone shielding. Where a prospective marriage or civil partner or close relative is shielding, cover will still be available for

cancellation where that individual has a sickness that would make their attendance at the wedding impossible, regardless of the need to shield.

Your Policy also does not provide any cover for travelers in quarantine/self-isolating upon arrival or return into the UK or abroad.

**Many of my guests or family are coming from abroad and are not able to travel due to travel bans or flight cancellations due to Coronavirus. Is this covered?**

Unfortunately not. Your Policy does not cover the inability of your guests to attend the wedding due to travel bans or flight cancellations.

**Many of my guests can no longer attend due to Coronavirus. Can I cancel or claim for unused catering and wedding service costs?**

Unfortunately not. Your Policy does not cover the inability of your guests to attend the wedding due to Coronavirus (e.g. bans on social gathering) nor provides cover if you suffer financial loss if only a portion of your invited guests can attend the wedding. Please speak to your venue and caterers in these circumstances, as they should be accommodating (subject to the terms and conditions of your contracts with them).

As above, if your wedding is unavoidably cancelled due to the fact that a close relative (as defined with your Policy) has Covid-19 or is self-isolating due to suspected Covid-19, or in accordance with Government advice, on your wedding date, your claim may be covered. You may be required to produce supporting evidence including medical certificates, NHS self-isolating certificate, communication from NHS Test and Trace or other evidence providing details of the illness or self-isolation. As always, you will also need to demonstrate mitigation of your financial loss. Please discuss this with our claims team who will advise further on what information you will need to provide to support any claim. You can send an email to [weddingclaims@emerald.life.co.uk](mailto:weddingclaims@emerald.life.co.uk) or call us on 0333 234 3723.

**What if my wedding suppliers are unable to provide the service for or at the wedding due to Coronavirus?**

Cover is provided in relation to wedding suppliers in the following circumstances:

- If the venue or catering business suffers financial failure in accordance with the terms and conditions of the Policy, resulting in the cancellation or rearrangement of your wedding, then your associated financial loss will be covered, subject to any applicable exclusions.
- If caterers are unable to provide their services due to an outbreak of infectious disease at their premises, this is covered under your Policy, subject to any applicable exclusions.
- If your wedding supplier enters bankruptcy, liquidation, ceases to trade or becomes insolvent subject to any applicable exclusions.

**I am getting married abroad. Am I covered for cancellation?**

Cancellation and rearrangement cover under your Policy for weddings abroad operates in the same way as it does for weddings in the UK so please refer to the above guidance and the terms and conditions of your Policy. However, please note that if your wedding is abroad, your Policy will be subject to the local laws and regulations in force at your wedding destination, including laws and regulations relating to social gatherings.

**I am getting married abroad. Am I covered for cancellation if the only reason is due to a travel ban or flight cancellation due to Coronavirus?**

Unfortunately not. Your Policy does not cover travel bans or flight cancellations. As such, you should also discuss the options with your venue and suppliers for re-arrangement or refund. In addition, we would encourage you to contact your travel insurance company to discuss any claims for travel arrangements such as flights and accommodation.

## **We have managed to rearrange our wedding to a later date. Can we amend the dates on our existing Policy to cover the new date?**

If you have been able to rearrange your wedding to a later date, we want to make sure you are aware that we are offering customers a free date change so that your policy continues to remain in force for your revised wedding date. We can amend the date of your wedding on your existing policy, provided that you meet the following criteria:

- The reason for postponement is directly related to COVID-19, the ban on social gatherings, enforcement of social distancing or travel restrictions;
- Your current wedding date fell/falls prior to 31 December 2020;
- Your rearranged wedding date is scheduled within 24 months of your **original** 2020 wedding date (i.e. your initial wedding date prior to any rearrangement that may already have occurred), and
- You understand that once your current 2020 wedding date has been rearranged to a date beyond 31 December 2020, we cannot offer a further date change under any circumstances.

This means that as long as your current wedding date falls prior to 31 December 2020, you are able to take advantage of multiple free date changes of the cover you originally purchased, as long as your rearranged wedding date falls on or prior to 31 December 2020. However, if you have rearranged, or plan to rearrange your 2020 wedding date to, a date on or after 1 January 2021, we will not offer any further date changes should you decide to rearrange that wedding date again.

It is also important for you to understand that all of the terms, conditions and exclusions in the Policy you purchased for your original wedding date, do not change if your Policy is extended to your rearranged wedding date. Please note though, that your Policy excludes cover if the reason for your wedding rearrangement arises directly or indirectly from a government Act or regulation. Therefore, if your wedding is cancelled or postponed whilst the Government still prohibits large gatherings such as weddings, or the Government introduces new restrictions, your claim may be excluded from cover. This exclusion applies to weddings in the UK and overseas, based on the applicable local laws and regulations at your wedding destination. Please see above for further information.

To amend the dates on your Policy please contact our customer service team by email at [customerservice@emerald.life.co.uk](mailto:customerservice@emerald.life) and we will amend the dates accordingly and send you a revised Policy schedule.

## **Can I extend my Policy and make a Claim?**

In circumstances, where you have already rearranged your wedding and received a free date change of your Policy from Emerald Life (if you meet the above conditions for a free date change), you are still eligible to submit a claim for increased costs associated with the re-arrangement of your original wedding, if you have not already done so. However, as you will appreciate, any claim will be assessed against the terms and conditions of the Policy so there is no guarantee that your claim will be covered.

We also confirm that our offer to extend your Policy to a revised wedding date, does not have any impact on whether or not you have a covered claim under the Policy, be it for your original wedding date, or your rearranged wedding date.

We also bring to your attention that the cover limit stated in the Schedule of your Policy is the maximum value of all claims that you can make, both in relation to your original and rearranged wedding. For example, in the event that you need to make a claim on your rearranged wedding date and your claim is covered, your total claim payments cannot exceed the cover limits stated on your Policy Schedule for rearrangement cover.

## Who should you contact?

If you have any questions on your Policy or concerns regarding your wedding and would like to speak to someone then in the first instance you can contact our Customer Service Team by email at [customerservice@emeraldlife.co.uk](mailto:customerservice@emeraldlife.co.uk). If your query is urgent then you can also speak to us on 0330 113 7109.

If you need to submit a claim, then you should download a claim form [here](#) from the website and send this to [weddingclaims@emeraldlife.co.uk](mailto:weddingclaims@emeraldlife.co.uk). If your claim is urgent you can also contact the Claims Team on 0333 234 3723.

Please note that due to the significant volume of enquires and claims we are currently receiving, our response time is slower than usual. We very much appreciate your understanding and patience during this time.

## What if we are not happy with the response or the service that we have received?

If there is any matter that you wish to raise with us or feel that any issues have not been adequately resolved for you, please contact us using the details below:

**Email:** [customerservice@emeraldlife.co.uk](mailto:customerservice@emeraldlife.co.uk)

**Telephone:** 0330 131 9960