# Your Wedding Insurance Policy

This policy is valid for Insured events arranged no sooner than 14 days, and no later than 24 months after the policy is purchased.



## Founders' Message

Many thanks for taking out an **Emerald Life** policy for your wedding. We hope this policy meets your needs and that if you do need to claim under the policy, we are committed to providing you with excellent and responsive service from our specialist team of claims advisors.

We established **Emerald Life** as part of efforts to modernise the insurance sector, challenge discrimination and prejudice and offer everyone – particularly those often under-represented in the insurance world - equality of service in all its forms.

We have worked to create a policy that we hope does that and we value and welcome your feedback. The details of our dedicated claims and sales teams can be found on this page and all queries relating to these issues will be handled with the utmost care and professionalism. If you have any comments, please free to contact us directly. Our details are below.

Heidi McCormack & Steve Wardlaw | EMERALD LIFE | heidim@emeraldlife.co.uk / stevew@emeraldlife.co.uk www.emeraldlife.co.uk

## **Important Contact Details**

Please note the following telephone numbers which you will need in the event of making claims or enquiries relating to this policy:

#### To make a claim:

Please contact:

Acasta Europe Limited,
4 Station Road,
Cheadle Hulme, Cheshire,
SK8 5AE
Tel: 0345 040 5975
Email: claims@acastaeurope.co.uk

For enquiries about your policy:

Email Us at: customerservice@emeraldlife.co.uk

**Or call on:** 0330 113 7109

In all correspondence please quote scheme reference: EMR/WED/2023/24



## **Contents**

Benefits Schedule	4	Section 6 - Photography & video	4.5
	-	Section 7 - Financial Failure of the wedding service suppliers	15
Optional Cover Benefits Schedule	-		
Important Information Regarding the Number of Insured Events this Policy Covers	5	Section 8 - Personal accident	16
		Section 9 - Professional counselling	
Important Conditions Relating to Health		Section 10 - Essential document indemnity	
Demands & Needs Statement	6	Section 11 - Legal expenses	<b>17</b>
Geographical Limits	O	Section 11 - Legal expenses	
Your Responsibility		Section 12 - Public liability for the marrying couple	40
How to make a claim		Section 13 - Optional £2 million public liability extension for the wedding guests	18
Insurers	-	Section 14 - Optional £5 million public liability extension	
Financial Services Compensation Scheme	7	Special exclusions applicable to sections 12, 13 & 14	19
Acasta European Insurance Company Limited - Privacy & Data Protection Notice		Special exclusions applicable to sections 12, 13 & 14	
		Section 15 - Optional marquee & mobile W.C. unit and event equipment	
Governing Law		extension	20
Cancellation Rights	8	Section 16 - Optional ceremonial swords cover	
Fraud			
Important notice		Section 17 - Optional cancellation & rearrangement to include Coronavirus cover	21
Important information regarding Coronavirus	9		
Important information regarding coronavirus		General exclusions	22
Definitions	10	General conditions	23
			25
Section 1 - Cancellation and rearrangement of insured events	12	Complaints procedure	24
Section 2 - Ceremonial attire			
Section 3 - Wedding gifts	13		
Section 4 - Wedding ring(s), flowers, attendants' gifts and the wedding cake	14		
Section 5 - Wedding cars & transport	1-4		



Scheme Reference: EMR/WED/2023/24

## **Summary of Cover, Limits & Excesses**

Provided **You** have paid the appropriate premium as shown on **Your** certificate, **You** are covered in accordance with the full wording shown herein up to the limits indicated below for the cover **You** have bought. The excesses apply for each **Marrying Couple** and each section of each claim unless otherwise stated.

Benefits Schedule										
Title	Silver	Gold	Sapphire	Diamond	Platinum	Premier	Premier Plus	Supreme		
Excess (unless stated otherwise):	£100	£100	£100	£100	£100	£100	£100	£100		
1A. Cancellation     1B. Additional costs in respect of rearrangement (75% of total costs)	£6,000 £4,500	£10,000 £7,500	£15,000 £11,250	£20,000 £15,000	£30,000 £22,500	£50,000 £37,500	£65,000 £48,750	£80,000 £60,000		
2. Ceremonial attire	£3,000	£5,000	£6,000	£7,000	£10,000	£12,500	£15,000	£17,500		
3. Wedding gifts (maximum per item)  Cash & vouchers in total	£3,000 (£300) £200	£5,000 (£500) £400	£6,000 (£600) £500	£7,000 (£700) £600	£10,000 (£1,000) £1,000	£12,500 (£1,250) £1,250	£15,000 (£1,500) £1,500	£17,500 (£1,750) £1,750		
<b>4.</b> Rings, flowers, attendants gifts & the wedding cake  Maximum per item (rings & gifts)	£3,000 £500	£5,000 £1,000	£6,000 £1,250	£7,000 £1,500	£10,000 £2,000	£12,500 £2,250	£15,000 £2,500	£17,500 £2,750		
5. Cars & transport	£3,000	£5,000	£6,000	£7,000	£10,000	£12,500	£15,000	£17,500		
6. Photography & video	£3,000	£5,000	£6,000	£7,000	£10,000	£12,500	£15,000	£17,500		
7. Financial failure of the wedding service suppliers	£3,000	£5,000	£7,500	£10,000	£15,000	£17,500	£20,000	£22,500		
<b>8.</b> Personal accident - loss of sight, limb(s) or permanent total disablement Maximum payable for under 18s	£5,000 £1,000	£10,000 £1,000	£12,500 £1,000	£15,000 £1,000	£20,000 £1,000	£22,250 £1,000	£25,000 £1,000	£27,500 £1,000		
9. Professional counselling	£1,000	£1,000	£1,000	£1,000	£1,000	£1,000	£1,000	£1,000		
10. Essential document indemnity (overseas weddings only)	£250	£500	£600	£700	£1,000	£1,250	£1,500	£1,750		
11. Legal expenses	£3,000	£5,000	£7,500	£10,000	£12,500	£15,000	£17,500	£20,000		

£2,000,000

£250

£2,000,000

£250

£2,000,000

£250

£2,000,000

£250

£2,000,000

£250

£2,000,000

£250



12. Public liability for the marrying couple

Excess:

£2,000,000

£250

£2,000,000

£250

## **Optional Cover Benefits Schedule**

The following sections of cover are only applicable to Your policy subject to the payment of the appropriate additional premium as shown on Your certificate.

## **Optional Cover Benefits Schedule**

Title	Silver	Gold	Sapphire	Diamond	Platinum	Premier	Premier Plus	Supreme
Excess (unless stated otherwise):	£100	£100	£100	£100	£100	£100	£100	£100
13. Optional £2 million public liability extension for the wedding guests	£2,000,000	£2,000,000	£2,000,000	£2,000,000	£2,000,000	£2,000,000	£2,000,000	£2,000,000
Excess:	£250	£250	£250	£250	£250	£250	£250	£250
14. Optional £5 million public liability extension	£5,000,000	£5,000,000	£5,000,000	£5,000,000	£5,000,000	£5,000,000	£5,000,000	£5,000,000
Excess:	£250	£250	£250	£250	£250	£250	£250	£250
15. Optional marquee & mobile W.C. unit and event equipment extension*	£20,000*	£20,000*	£20,000*	£20,000*	£20,000*	£20,000*	£20,000*	£20,000*
Event equipment single item limit	£2,000	£2,000	£2,000	£2,000	£2,000	£2,000	£2,000	£2,000
16. Optional ceremonial swords cover	£20,000	£20,000	£20,000	£20,000	£20,000	£20,000	£20,000	£20,000
17A. Optional cancellation & rearrangement to include Coronavirus cover	£6,000	£10,000	£15,000	£20,000	£30,000	£50,000	£65,000	£80,000
17B. Additional costs in respect of rearrangement (75% of total cost)	£4,500	£7,500	£11,250	£15,000	£22,500	£37,500	£48,750	£60,000

<sup>\*</sup> the policy limit for this section may be increased to a maximum of £50,000 subject to payment of the appropriate additional premium as shown on Your certificate.

## Important information regarding the number of Insured events this policy covers

As standard, this policy will cover two **Insured events** provided that they take place within a period not exceeding 21 days.

If **You** wish to have three **Insured events**, **You** can extend cover by paying the appropriate additional premium and this must be displayed on **Your** certificate.

## Characteristics of a third event you can extend cover to under this policy:

The below is a non-exhaustive list and is intended to be used for guidance only.

A third event that **You** may require cover for is an event that:

- a. is a celebration relating to the Wedding and Wedding reception covered as standard under this
  policy,
- **b.** is attended by the majority of the **Wedding** guests,
- c. requires the use of an external supplier such as a catering company or venue hire,
- d. has a total cost of more than £100.



## **Important Conditions Relating to Health**

Please consider these questions very carefully in relation to the Marrying couple and any Relative upon whose health the Insured event(s) depend.

**1.** Do any of **You** have any medical condition for which **You** have received a terminal diagnosis?

Yes

Yes

There is no cover for any claims related directly or indirectly to these conditions

No

2. Are any of You waiting for or undergoing treatment or investigation at a hospital or specialist clinic or awaiting the results of any tests or investigation?

No

Your medical conditions (if any) will be covered \*

- **3.** Are **You** aware, at the time of issue of this insurance, of any reason why the **Insured event(s)** may be cancelled or amended? If so, please contact **Emerald Life** on **0330 113 7109**.
- 4. Is at least one of the Marrying couple to be insured Resident in the United Kingdom? If not, please contact Emerald Life on 0330 113 7109.
- \*Please also refer to the general exclusions and conditions on pages 22 & 23.

## **Important**

You must tell Us if at any time after the purchase of this insurance there is a change in Your circumstances by contacting Emerald Life on 0330 113 7109 as soon as possible so that We may reassess Your coverage.

This policy will have been sold to **You** on a non-advised basis and it is therefore important that **You** read this policy wording (paying particular attention to the terms and conditions and exclusions) and ensure that it meets all of **Your** requirements. If upon reading this policy **You** find that it does not meet all of **Your** requirements, please refer to the cancellation rights section.

### **Demands and Needs**

This Wedding insurance policy will suit the demands and needs of a **Marrying Couple** who wish to insure specific risks relating to their **Wedding** celebrations. Subject to the policy terms and conditions and the maximum specified claim limits.

## **Geographical limits**

This policy applies to **Insured events** taking place anywhere in the world\*. In respect of **Insured events** taking place in the **United Kingdom**, cover is available under all sections, except Section 10 Essential documents, of the policy subject to payment of the appropriate premiums.

In respect of **Insured events** taking place outside the **United Kingdom**, section 12 - public liability for the Marrying Couple is available anywhere in the world\*, except for the USA and Canada.

In respect of section 13 - optional £2 million public liability extension for the Wedding guests, section 14 - optional £5 million public liability extension, section 15 - optional Marquee, Mobile WC unit and Event Equipment extension & section 16 - optional ceremonial swords; there is no cover available outside the **United Kingdom**.

\*We are unable to provide cover for Insured events taking place in a country or specific area where the Foreign, Commonwealth & Development Office (FCDO) has advised against all, or all but essential, travel.

It is **Your** responsibility to check the latest advice from the FCDO prior to commencing **Your Insured event** plans, which **You** can find at https://www.gov.uk/foreign-travel-advice.

## **Your Responsibility**

You must take reasonable care to:

- a. supply accurate and complete answers to all questions Emerald Life may ask as part of Your
  application for cover under this policy
- b. make sure that all information supplied as part of Your application for cover is true and correct
- c. tell Emerald Life of any changes to the answers You have given as soon as possible.

**You** must take reasonable care to provide information that is accurate and complete answers to the questions **Emerald Life** asks when **You** take out, make changes to **Your** policy. If any information **You** provide is not accurate and complete, this may mean **Your** policy is invalid and that it does not operate in the event of a claim or **We** may not pay any claim in full.

If You become aware that information You have given Emerald Life is inaccurate or has changed, You must inform them as soon as possible. If You think You may have given Us any incorrect answers or if You want any help, please contact Emerald Life on 0330 113 7109 as soon as possible and We will be able to tell You if We can still offer You cover.



## How to make a claim

You should contact the claims handlers as soon as You become aware of any circumstances likely to give rise to a claim. All claims will be handled by Acasta Europe Limited who act as the Insurer's intermediary in the UK. Acasta Europe Limited is authorised and regulated by the Financial Conduct Authority (FCA) (Firm Ref: 599391).

For all claims please contact:

Acasta Europe Limited, 4 Station Road, Cheadle Hulme, Cheshire, SK8 5AE Tel: 0345 040 5975

Email: claims@acastaeurope.co.uk

If **You** have to make a claim, **You** must contact **Us** as soon as **You** can and in any event within 31 days of becoming aware of the circumstances, or 48 hours in respect of claims under section 4 arising from damage to the **Wedding** cake. **We** reserve the right to decline any claim if **You** fail to notify **Us** within this time.

Please note Acasta Europe Limited is an agent of Acasta European Insurance Company Limited and in the matters of a claim act on behalf of Acasta European Insurance Company Limited.



Bespoke Insurance Underwriting Specialists

### **Insurers**

**Emerald Life** wedding insurance is arranged by Emerald Life Limited & underwritten by Acasta European Insurance Company Limited. Registered Office: Unit 1, 124 Irish Town, Gibraltar, GX11 1AA.

Acasta European Insurance Company Limited is authorised and regulated by the Gibraltar Financial Services Commission and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority for the conduct of UK business. Company Reg: 96218. Firm Ref No: 456936

Details about the extent of their regulation by the Financial Conduct Authority and Prudential Regulation Authority are available on request:

Website: www.acastainsurance.gi

Tel: 00350 2007 4684

Emerald Life Limited are authorised and regulated by the Financial Conduct Authority, no. 945500.

Registered Office: 286 Queensbridge Road, London, E6 3NH.

## **Financial Services Compensation Scheme**

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

**You** may also contact the FSCS on their Freephone number: 0800 678 1100 or 020 7741 4100 or **You** can write to: Financial Services Compensation Scheme, PO Box 300, Mitcheldean, GL17 1DY.

## Acasta European Insurance Company Limited - Privacy & Data Protection Notice

We are the Data Controller for the data You provide to Us. We need to use Your data in order to arrange Your insurance and associated products. You are obliged to provide information without which We will be unable to provide a service to You. Any personal information provided by You may be held by the Insurer in relation to Your insurance cover. It may be used by Our relevant staff in making a decision concerning Your insurance and for the purpose of servicing Your cover and administering claims.

Information may be passed to loss adjusters, solicitors, reinsurers or other service providers for these purposes. We may obtain information about You from credit reference agencies, fraud prevention agencies and others to check Your credit status and identity. The agencies will record Our enquiries, which may be seen by other companies who make their own credit enquiries. We may check Your details with fraud prevention agencies. If You provide false or inaccurate information and We suspect fraud, We will record this.

We and other organisations may use these records to:

- Help make decisions on insurance proposals and insurance claims, for You and members of Your household
- Trace debtors, recover debt, prevent fraud, and manage **Your** insurance policies
- Check Your identity to prevent money laundering, unless You furnish Us with satisfactory proof of identity.

We process all data in the UK but where We need to disclose data to parties outside the European Economic Area (EEA) We will take reasonable steps to ensure the privacy of Your data. In order to protect Our legal position, We will retain Your data for a minimum of 7 years. We have a Data Protection regime in place to oversee the effective and secure processing of Your data. Under GDPR legislation, You can ask Us for a copy of the data We hold, have it corrected, sent to a third party or deleted (subject to Our need to hold data for legal reasons). We will not make Your personal details available to any companies to use for their own marketing purposes. If You wish to complain about how We have handled Your data, You can contact Us and We will investigate the matter. If You are not satisfied with Our response or believe We are processing Your data incorrectly You can complain to the Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire SK9 5AF Tel: 0303 123 1113.

Any personal information provided by **You** may be held by the Insurer in relation to **Your** insurance cover. It may be used by **Our** relevant staff in making a decision concerning **Your** insurance and for the purpose of servicing **Your** cover and administering claims. Information may be passed to loss adjusters, solicitors, reinsurers or other service providers for these purposes. **We** may obtain information about **You** from credit reference agencies, fraud prevention agencies and others to check **Your** credit status and identity. The agencies will record **Our** enquiries, which may be seen by other companies who make their own credit enquiries. **We** will check **Your** details with fraud prevention agencies. If **You** provide false or inaccurate information and **We** suspect fraud, **We** will record this.

We and other organisations may use these records to:

- Help make decisions on insurance proposals and insurance claims, for You and members of Your household
- Trace debtors, recover debt, prevent fraud, and manage Your insurance policies
- Check Your identity to prevent money laundering, unless You furnish Us with satisfactory proof of identity
- This may involve the transfer of Your information to countries which do not have Data Protection laws.

Under Data Protection legislation, **You** can ask **Us** in writing for a copy of certain personal records held about **You**. A charge will be made for this service. **We** may use **Your** details to:

- Send You information about other products and services that may interest You.
- · Carry out research

**We** may contact **You** by letter, e-mail or phone. If **You** would prefer not to receive marketing information or take part in research, simply tell **Us** when **You** call next.

**We** will not make **Your** personal details available to any companies to use for their own marketing purposes.

### **Data Protection Representatives**

Acasta European Insurance Company Limited has appointed the following data protection representatives to act on its behalf in other jurisdictions. **You** may deal with **Our** representatives on all issues relating to the processing of **Your** personal data. Should **You** have any questions about how **We** use **Your** information, **Your** rights as a data subject or if **Your** personal information needs updating, please write to the following:

Acasta Europe Limited,
4 Station Road,
Cheadle Hulme,
Cheadle,
SK8 5AE
Email: Info@Acastaeurope.co.uk

## **Governing Law**

Unless some other law is agreed in writing, this policy is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the **United Kingdom** in which **Your** main residence is situated.

## **Cancellation Rights**

We hope You are happy with the cover this policy provides. However, if after reading this certificate, this insurance does not meet with Your requirements, please return it to Emerald Life, within 14 days from the day of purchase or the day on which You received Your policy documentation, whichever is the later. On the condition that no claims have been made or are pending, Emerald Life, will then return Your premium in full. Thereafter You may cancel the insurance cover at any time by informing Emerald Life however no refund of premium will be payable. The insurer may at any time cancel any insurance document by giving 14 days notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to You at Your last known address. Valid reasons may include but are not limited to;

- a. Where We reasonably suspect fraud.
- b. Non-payment of premium.
- c. Threatening and abusive behaviour.
- **d.** Non-compliance with policy terms and conditions.
- You have not taken reasonable care to provide accurate and complete answers to the questions
   Emerald Life asked.

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

If **We** cancel the policy and/or any additional covers **You** will receive a refund of any premiums **You** have paid for the cancelled cover, less a proportionate deduction for the time **We** have provided cover.

Where **Our** investigations provide evidence of fraud or misrepresentation, **We** may cancel the policy immediately and backdate the cancellation to the date of the fraud or the date when **You** provided **Emerald Life** with incomplete or inaccurate information. This may result in **Your** policy being cancelled from the date **You** originally took it out and **We** will be entitled to keep the premium.

If **Your** policy is cancelled because of fraud or misrepresentation, this may affect **Your** eligibility for insurance with **Us**, as well as other insurers, in the future.

### **Fraud**

You must not act in a fraudulent way. If You or anyone acting for You:

- fails to reveal or hides a fact likely to influence whether We accept Your proposal, Your renewal, or any adjustment to Your policy;
- fails to reveal or hides a fact likely to influence the cover We provide;
- makes a statement to **Us** or anyone acting on **Our** behalf, knowing the statement to be false;
- sends **Us** or anyone acting on **Our** behalf a document, knowing the document to be forged or false;
- makes a claim under the policy, knowing the claim to be false or fraudulent in any way;
- makes a claim for any loss or damage You caused deliberately or with Your knowledge; or
- If Your claim is in any way dishonest or exaggerated,

**We** will not pay any benefit under this policy or return any premium to **You** and **We** may cancel **Your** policy immediately and backdate the cancellation to the date of the fraudulent claim. **We** may also take legal action against **You** and inform the appropriate authorities.



## **Important Notice**

We would like to draw Your attention to some important features of Your insurance including;

#### 1. Insurance document

**You** should read this document carefully. It gives full details of what is and is not covered and the conditions of the cover. Cover can vary from one policy to another so **You** should familiarise yourself with this particular insurance.

#### 2. Conditions and exclusions

Specific conditions and exclusions apply to individual sections of **Your** insurance, whilst general exclusions and conditions will apply to the whole of **Your** insurance.

#### 3. Health

This insurance contains restrictions regarding the health of the **Marrying Couple** and any **Relative** (as defined) upon whose health the **Insured event(s)** depend. **You** are advised to read this document carefully.

#### 4. Property claims

These claims are paid based on the value of the goods at the time **You** lose them and not on a 'new for old' or replacement cost basis. Allowance will be made for their age and likely condition.

#### 5. Limits

This insurance has limits on the amount the insurer will pay under each section. Some sections also include other specific limits, for example, for any one item or for valuables in total.

#### 6. Reasonable care

You need to take all reasonable care to protect yourself and Your property, as You would if You were not insured. Any amounts the insurers will pay for property left unattended in a public place or unattended vehicle is very limited, as specified.

#### 7. Deposits

This wedding insurance policy provides cover for deposits that have already been paid prior to purchase, subject to the normal policy terms and conditions.

#### 8. Excesses

Please see the schedule of benefits for details of excesses.

#### 9. Customer service

**We** always try to provide a high level of service. However if **You** think **We** have not lived up to **Your** expectations, please refer to the wording which outlines **Our** complaints procedure.

#### 10. Cancellation rights

This insurance contains a 14 day cooling off period during which **You** can return it and get a full refund, providing there are no claims. **We** reserve the right to deduct from the rebate of premium the necessary costs incurred in processing the original sale and cancellation.

#### 11. Fraudulent claims

It is a criminal offence to make a fraudulent claim.

## **Important information regarding Coronavirus**

This policy will <u>NOT</u> provide cover for any claim directly or indirectly related to a **Pandemic** and/or **Epidemic**, including but not limited to **Coronavirus**. However, this general exclusion shall not apply to the cover described in Section 17 - Optional cancellation & rearrangement to include Coronavirus cover, provided **You** have paid the appropriate additional premium as shown on **Your** certificate, and **You** comply with the specific conditions detailed within that section.



## **Definitions**

Listed below are certain words that appear throughout the policy. In all cases they will have the meanings shown below.

#### Accident/Accidental

Means a sudden, unexpected, unusual, specific, violent, external event, which occurs at a single identifiable time and place and independently of all other causes, results directly, immediately and solely in physical **Bodily injury** which results in a loss.

#### Additional costs

Means the difference in cost between the original **Wedding services** that were planned, and the **Wedding services** that are provided after the **Insured event** plans have been rearranged or altered.

#### Adverse weather

Means weather conditions are such that they cause major disruption to travel services, thus preventing the participants and the majority of the guests from reaching the **Wedding** venue.

#### **Attendants**

Means individuals participating in the **Wedding** who are not hired professionals, traditionally known as those close to the **Marrying Couple**. These could include **Relatives** or friends involved in the **Wedding**, such as bridesmaids, groomsmen, and ushers.

#### **Bodily injury**

Means an identifiable physical injury caused by sudden, external, violent and visible means.

#### **Ceremonial attire**

Means clothing and accessories of the **Marrying Couple**, male and female **Attendants** and the parents of the **Marrying Couple**, whether hired or owned, excluding ceremonial swords.

#### Civil partnership

Means a legal relationship between two people that provides them with rights and responsibilities akin to those of a marriage.

#### Coronavirus

Means SARS-CoV-2 (Severe acute respiratory syndrome coronavirus 2) or any mutation of SARS-CoV-2, including the commonly known COVID-19.

#### **Epidemic**

Means a situation where an infectious disease spreads rapidly and widely among a significant number of individuals within a particular geographical area or community during a specific period.

#### **Event Equipment**

Means items such as staging, chairs, tables, audio-visual equipment, and other related equipment used solely for the purpose of **Your Insured event**. This includes equipment that is hired, leased, or owned by **You**, or by someone else on **Your** behalf. It applies only to equipment for which **You**, or the person acting on **Your** behalf, are responsible.

#### Home

Means **Your** permanent residential address in the **United Kingdom**, unless agreed by **Us** and confirmed in writing.

#### Insured event(s)

Means two events (which must include the **Wedding** and **Wedding reception**) related to one marriage provided they take place within a period not exceeding 21 days. The number of **Insured events** this policy covers can be extended to include a third event related to the marriage, provided **You** pay the appropriate additional premium and this is shown on **Your** policy certificate. Please see page 5 for guidance on the characteristics of a third event that can be insured under this policy.

#### Marquee

Means the hired **Marquee** or tent including associated components such as gazebos, staging, flooring, chairs, tables and lighting. The period of hire must not exceed 5 days.

#### **Marrying Couple**

Means the bride(s), groom(s) or Civil Partners.

#### Mobile W.C. unit

Means the hired-in temporary lavatory facilities, including fixtures & fittings. The period of hire must not exceed 5 days.

#### **Pandemic**

Means an **Epidemic** that has escalated and spread over a large geographical area, such as multiple countries or continents.

#### Period of insurance

Means as specifically defined in each respective section of this insurance policy.

#### Relative

Means Your spouse/partner, (step) parent(s), grandparent(s), (step) children, grandchildren and siblings.

#### Resident

Means a person who permanently resides in the United Kingdom.

#### **United Kingdom**

Means, for the purposes of this insurance, England, Scotland, Wales, Northern Ireland, Channel Islands & the Isle of Man.

#### Wedding

Means a ceremony which creates a contract of marriage which is legally enforceable within the **United Kingdom**, including ceremonies of **Civil partnership**, or, for the purposes of this insurance '**Wedding**' shall also include a similar single, specific event/ceremony/blessing arranged to celebrate a marriage or renewal of yows.

#### Wedding attire

Clothing and accessories of a formal nature worn by the **Marrying Couple** at the **Wedding** whether hired or owned.

#### Wedding date

Means the dates as stated on the certificate of insurance for the **Wedding** to take place, and where different, the date of the **Wedding reception** and/or other **insured event**.

#### Wedding gifts

Means gifts for the **Marrying Couple** presented for the purposes of celebrating the **Wedding**, including cash and vouchers.



#### **Wedding reception**

Means the celebratory event, including but not limited to, room hire and catering, following within no more than 21 days of the **Wedding**, at which the **Wedding** will be celebrated.

#### **Wedding rings**

Means the ring(s) exchanged by the Marrying Couple at the Wedding.

#### **Wedding services**

Means services traditional to the celebration of a **Wedding**. These include, but are not limited to professional photography and/or professional video operation, professional **Wedding** planner, floral arrangements, hired cars or other transport, **Wedding** guest accommodation that is paid for by the **Marrying Couple**, toastmaster, venue, **Wedding** cake, **Ceremonial attire**, catering, DJ/disco, band/musician or paid entertainment contracted by **You** to provide services at the **Wedding**, and/or **Wedding reception**, and/or other **Insured event**. **Wedding** gift list providers are not included.

#### We, Our and Us

Means Acasta European Insurance Company Limited.

#### You and Your

Means the **Marrying Couple** named on the certificate of insurance. For the purposes of sections 1 & 7 and where appropriate, any of their **Relatives** who would have made proven, significant financial contributions on which the **Insured event** plans depend.

**Please note:** It is a condition of this insurance that at least one of the insured **Marrying Couple** is **Resident** in the **United Kingdom**, unless agreed by **Us** and confirmed in writing.



## Cancellation and rearrangement of insured events

#### Period of Insurance for Section 1:

Cover under this section commences from the date the premium is paid, and applies until completion of the **Insured event(s)** or a claim being made under this section of the policy, whichever occurs first. Cover for bankruptcy or liquidation and **Adverse weather** commences 14 days after the date the premium is paid.

### 1A - Cancellation

You are covered up to the amount shown in the benefits schedule for any irrecoverable expenses necessarily incurred by You in respect of Ceremonial attire, flowers, photographs, caterers, transport, accommodation (paid for by You) and the services from any other Wedding service supplier booked but not used as a direct result of the unavoidable cancellation of the Insured event(s) resulting from;

- a. the booked venue or caterers for the Insured event being unable to hold Your Insured event due to an outbreak of infectious or contagious disease, damage to the venue (including Marquee), murder or suicide at the venue, closure of the venue or caterers by the relevant authority, bankruptcy or liquidation.
- **b.** the death, injury or sickness of the **Marrying Couple** or a **Relative** which would make continuance of the **Insured event** inappropriate.
- c. receipt of a summons for jury service for the second time where You can provide evidence that You are unable to defer the service.
- **d.** the unforeseen and total non-appearance on the day of any booked and paid for professional **Wedding services**.
- e. Accidental complete loss of or severe damage to Ceremonial attire (of the Marrying Couple only) which renders the items unwearable, where the purchase or hire of alternatives is not possible.
- f. redundancy, where notice is received at least 8 weeks after the issue of the certificate and qualifying for payment under the current redundancy legislation, of the Marrying Couple or any of their Relatives who would have made proven, significant, financial contributions on which the Insured event plans depend.
- g. Your unforeseen cancellation of previously agreed leave orders of a serving member of the UK armed forces or unavoidable and necessary duty for the ambulance service, coastguard, fire brigade or police personnel.
- **h.** the non-appearance of the officiating minister or registrar.
- i. the inability of the Marrying Couple and the majority of the guests to reach the Insured event's venue due to Adverse weather conditions. In respect of travel by air or sea, the booked arrival date must be at least 5 days before the relevant Insured event.

### 1B - Rearrangement

In the event of cancellation of the **Insured event** or **Wedding services** for reasons specified in part A above, **You** are also covered up to the amount shown in the benefits schedule to reimburse **You** for **Additional costs** necessarily incurred in rearranging the **Insured event** and/or **Wedding services** to a similar standard to the amount originally budgeted.

<u>Please note</u> that in respect of rearrangement, all **Additional costs** and expenses must be notified to the claims handlers and agreed by them in advance of the rearranged **Insured event**.

#### You are not covered for

- a. the amount of the policy excess as shown in the benefits schedule in respect of each claim.
- **b.** financial losses recoverable from any other source.
- any directly or indirectly related claims if, at the time this insurance is arranged, the Marrying
   Couple and any Relative upon whose health the Insured event depends;
  - have been given a terminal diagnosis.
  - ii. are waiting for or undergoing treatment or investigation at a hospital or specialist clinic or awaiting the results of any tests or investigation.
- d. any directly or indirectly related claims if, at the time this insurance is arranged, You are aware of any reason why the Insured event may be cancelled or amended, unless agreed by Us and confirmed in writing. If You are in any doubt, please call Emerald Life on 0330 113 7190.
- e. any claim arising directly or indirectly from;
  - a government regulation or act.
  - ii. industrial action.
  - iii. unemployment other than redundancy as specified in point A (f) above.
- **f.** Your financial circumstances or those of any person on whom the **Insured event** depends, except as provided for in point A (f) above.
- g. Insured event plans not honoured by Your employer, other than as provided for in point A (g) above.
- h. disinclination to contract to the marriage as agreed or failure to comply with legal requirements or Your failure to obtain the relevant legal documentation.
- i. failure to notify the provider of any goods or service immediately when it is found necessary to cancel and/or rearrange the **Insured event**.
- j. cancellation/curtailment or rearrangement of travel and/or accommodation arrangements made in respect of **Insured events** outside the **United Kingdom**.
- Additional costs not notified to the claims handlers or agreed in advance of the rearranged Insured event.
- **I.** pregnancy, except for serious medical complications related to pregnancy or childbirth where the expected date of confinement is more than 2 months after the last **Insured event**.
- m. claims arising from Your anxiety, stress, depression or any other mental or nervous disorder unless You provide a medical certificate from a registered mental health professional stating that this necessarily prevented You from continuing with the Insured event.
- n. any additional amounts voluntarily paid in advance to secure a discount.
- o. any claim arising from a receipt of a summons for jury service where You are unable to provide evidence You have followed the correct process to defer service for a second time and it has subsequently been refused.
- p. any claim arising directly or indirectly from the inability of the Marrying Couple and the majority of guests to reach the Insured event's venue due to the cancellation of flights by an airline or travel provider unless this is covered under Section 1A point i.



## Section 2 Ceremonial attire

#### Period of Insurance for Section 2:

Cover under this section commences as specified in points a. and b. below.

You are covered up to the amount shown in the benefits schedule for;

- a. the repair or replacement (at Our discretion) of Wedding attire if it is lost or damaged whilst in Your possession or that of a Relative within 3 months prior to and for the duration of the Insured event at which is it to be worn, and the taking of the photographs immediately following the Insured event at which it is to be worn by the professional photographer only. In respect of hired Wedding attire, this cover shall apply for up to 48 hours after the commencement of the Insured event at which it is to be worn.
- b. loss of or damage to Ceremonial attire within 48 hours prior to and for the duration of the Insured event at which it is to be worn, and the taking of photographs immediately following the Insured event at which it is to be worn by the professional photographer only. In respect of hired Ceremonial attire, this cover shall apply for up to 48 hours after the commencement of the Insured event which it is to be worn.

<u>Please note</u> in respect of points a. and b. above an amount will be deducted in respect of owned and hired attire to reflect previous wear and tear.

#### You are not covered for

- a. the amount of the policy excess as shown in the benefits schedule in respect of each claim.
- **b.** loss or damage which would otherwise be insured.
- **c.** loss or damage which, but for the existence of this certificate, would otherwise be insured (i.e. a house insurance policy).
- **d.** any loss (other than by damage) not reported to the police within 24 hours of discovering the loss, or as soon as possible thereafter.
- e. loss or damage by theft or attempted theft of any Ceremonial attire left in any unattended vehicle, unless the property is left in the locked boot or locked glove compartment of a motor vehicle, concealed from view and there is evidence of violent, visible and forcible entry thereto.

Please also refer to the general exclusions and conditions.

## **Section 3** Wedding gifts

#### Period of Insurance for Section 3:

Cover under this section applies from the time of receipt not more than 7 days prior to the **Insured** event at which they are to be presented and for a subsequent 24 hours after the **Insured** event at which they are to be presented or until a claim is made under this section of the policy, whichever occurs first.

You are covered up to the amount shown in the benefits schedule for loss of or damage to **Wedding** gifts due to **Accident**, fire or theft whilst being transported or stored by **You** or **Your Relative**, or on display at the **Insured event** at which they are to be presented.

#### You are not covered for

- a. the amount of the policy excess as shown in the benefits schedule in respect of each claim.
- **b.** any loss (other than by damage) not reported to the police within 24 hours of discovering the loss, or as soon as possible after that.
- c. loss or damage which, but for the existence of this certificate, would otherwise be insured (i.e. a house insurance policy).
- d. loss or damage by theft or attempted theft of any Wedding gifts left in any unattended vehicle, unless the property is left in the locked boot or locked glove compartment of a motor vehicle, concealed from view and there is evidence of violent, visible and forced entry thereto.
- e. loss or damage by theft or attempted theft of any Wedding gifts left in the Home or Insured event venue, unless there is evidence of violent, visible and forcible entry thereto or exit therefrom.
- f. more than the policy limit shown in the benefits schedule in respect of cash and vouchers.



## Wedding ring(s), flowers, attendants' gifts and the wedding cake

#### Period of Insurance for Section 4:

Cover under this section commences;

- 7 days prior to the Insured event at which they are to be presented and expires 24 hours after the Insured event at which they are to be presented or when a claim is made under this section of the policy, whichever occurs first, in respect of Wedding rings and Attendants' gifts.
- ii. 36 hours prior to the Insured event for which they are purchased and expires at the end of the Insured event for which they are purchased or when a claim is made under this section of the policy, whichever occurs first, in respect of flowers, and the Wedding cake.

You are covered up to the amount shown in the benefits schedule for loss of or Accidental damage to Wedding rings, flowers, Attendants' gifts and the Wedding cake which occurs during the time specified in i or ii above.

#### You are not covered for

- a. the amount of the policy excess as shown in the benefits schedule in respect of each claim.
- **b.** theft of **Wedding** ring(s), flowers and **Attendants'** gifts unless such items were removed by visible and forcible means.
- c. any loss not reported to the police within 24 hours of discovering the loss, or as soon as possible after that.
- **d.** loss or damage which, but for the existence of this certificate, would otherwise be insured (i.e. a house insurance policy).
- **e.** claims for loss of or damage to floral arrangements, or to the **Wedding** cake, that may effectively be claimed under section 1 cancellation and rearrangement of insured events.
- f. loss or damage by theft or attempted theft of any Wedding rings, flowers, Attendants' gifts or the Wedding cake, left in any unattended vehicle, unless the property is left in the locked boot or locked glove compartment of a motor vehicle, concealed from view and there is evidence of violent, visible and forcible entry thereto.
- g. more than the maximum amount per item shown in the benefits schedule for any ring or gift.

Please also refer to the general exclusions and conditions.

## **Section 5**

## Wedding cars & transport

#### **Period of Insurance for Section 5:**

Cover under this section commences from the date the premium is paid, and applies until completion of the **Insured event** for which they are booked, or a claim being made under this section of the policy, whichever occurs first.

You are covered up to the amount shown in the benefits schedule to reimburse You for unforeseen Additional costs to arrange alternative transport if the contracted private hire provider with whom the transport arrangements have been made fails to meet their contractual obligation(s) following non-appearance, breakdown or Accident.

#### You are not covered for

- a. the amount of the policy excess as shown in the benefits schedule in respect of each claim.
- b. losses recoverable from any other source.
- c. losses which may effectively be claimed under section 1 cancellation and rearrangement of insured events.
- d. contracts which are not in writing.
- any costs which would have been incurred had the original supplier not failed to meet their contractual obligations.
- f. financial failure of any service provider.



## Section 6 Photography & video

#### **Period of Insurance for Section 6:**

Cover under this section commences from the date the premium is paid, and applies until delivery of the photographs or video not exceeding 90 days after the **Insured event** at which they are taken or a claim being made under this section of the policy, whichever occurs first.

You are covered up to the amount shown in the benefits schedule to reimburse You for unforeseen expenses necessarily incurred to take/re-take Wedding photographs or videos or refund any non-recoverable amount which You originally contracted to pay as a direct and necessary consequence of;

- a. non-appearance for any reason of the professional photographer or professional video operator contracted for the Insured event.
- b. loss of or damage to the original film or negatives, or loss or damage to whatever digital media on which the photographic images are being stored, by the professional photographer or professional video operator contracted for the **Insured event**, before copies are made such that final prints cannot be produced.

If it is planned to take photographs of the **Marrying Couple** cutting the **Wedding** cake, **We** will pay up to the amount shown in the benefits schedule to arrange an alternative photographic session necessitated by damage to the **Wedding** cake occurring within 48 hours before the conclusion of the **Insured event** at which it was displayed.

Any event that may lead to a claim being made for re-taking the photographs of the cake cutting ceremony must be notified to the claims handlers within 48 hours of occurrence.

<u>Please note</u> in respect of points a and b above cover will only apply if more than 75% of the photographs originally commissioned and paid for are not provided by the professional photographer or professional video operator contracted for the **Insured event**.

#### You are not covered for

- a. the amount of the policy excess as shown in the benefits schedule in respect of each claim.
- **b.** losses recoverable from any other source.
- c. losses which may be claimed under section 1 cancellation and rearrangement of insured events.
- **d.** any costs which would have been incurred had the original supplier not failed to meet their contractual obligations.
- e. any claim relating to a contract not documented in writing.
- **f.** financial failure of any service provider.

Please also refer to the general exclusions and conditions.

### **Section 7**

## Financial failure of the wedding service suppliers

#### **Period of Insurance for Section 7:**

Cover under this section commences 14 days after the date the premium is paid, and applies until completion of the **Insured event** for which they are contracted or a claim being made under this section of the policy, whichever occurs first.

You are covered up to the amount shown in the benefits schedule should a pre-booked **Wedding** service supplier declare bankruptcy or enter liquidation for:

- a. irrecoverable deposits: if You have paid a deposit to a service provider in accordance with their standard booking terms & conditions, and the provider subsequently declares bankruptcy or liquidation, We will cover the cost of Your lost deposit up to the specified limit.
- b. Additional costs for alternative equivalent Wedding services: in the event that You have to arrange for alternative equivalent Wedding services due to a Wedding service provider's bankruptcy or liquidation, We will cover the additional costs You incur. However, these costs must be considered Necessary, Appropriate and Proportional, which We define as follows:
  - Necessary: the costs must be essential to secure a Wedding service that is similar in nature to the one that was originally booked.
  - ii. Appropriate: the costs should not be significantly higher than the typical market rates for similar Wedding services in Your locality.
  - iii. Proportional: if the event is imminent, slightly higher costs may be justified. However, these costs should still be in line with what is generally charged for similar last-minute Wedding services.

**Please note:** this policy does not cover "betterment", meaning that **We** won't pay for an upgrade to a more expensive **Wedding service** or venue as a result of the bankruptcy or liquidation of a **Wedding service** provider. The replacement service should be similar in quality and cost to the original **Wedding service** booked.

Remember to carefully review the booking conditions and terms of service when engaging a **Wedding** service provider. If **You** have any questions or require clarification, do not hesitate to contact **us**.

#### You are not covered for

- a. the amount of the policy excess as shown in the benefits schedule in respect of each claim.
- **b.** any sums recoverable from any other source.
- c. any costs which would have been incurred had the original supplier not ceased trading.
- d. claims arising from circumstances known to You or in the public domain at the time this insurance was issued. This includes situations where there were clear signs of financial instability or potential cessation of the Wedding service provider's operations, whether or not this information was publicly available.
- e. any additional amounts voluntarily paid in advance to secure a discount.
- f. claims arising from financial failure of a professional Wedding planner where there is no written agreement in place.
- g. claims arising in the absence of a valid, signed, and legally binding contract between You and Your Wedding supplier. This stipulation underscores the necessity of formalised agreements for insurance coverage.



### Personal accident

#### **Period of Insurance Section 8:**

Cover under this section commences no more than 24 hours before and applies until no more than 24 hours after each **Insured event**.

You are covered up to the amount shown in the benefits schedule for the payment of the following compensation to You or, where appropriate, Your legal representative(s) if You sustain Bodily injury, which solely and independently of any other cause results in Your death, permanent total disablement, loss of sight or loss of limb(s) within 12 months of the Accident.

#### Permanent total disablement

Means that for the twelve months following **Your Accident You** are totally unable to work in any occupation whatsoever and at the end of that time there is no prospect of improvement.

#### Loss of limb

Means loss by physical severance at or above the wrist or ankle or the total and permanent loss of use of an entire hand, arm, foot or leg.

#### Loss of sight

Means total and permanent loss of sight which shall be considered as having occurred;

- a. in both eyes if **Your** name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist, or
- **b.** in one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen Scale.

#### You are not covered for

- a. the amount of the policy excess as shown in the benefits schedule in respect of each claim.
- **b. permanent total disablement** if at the date of the **Accident You** are over the statutory retirement age and are not in full time paid employment.
- c. losses arising from Accidents involving You driving or being carried as a passenger in or on any quad bike, two or three wheeled vehicle of 250cc or over.
- **d.** the contracting of any disease, illness and/or medical condition.
- **e.** the injection or ingestion of any substance.
- f. any event which directly or indirectly exacerbates a previously existing physical Bodily injury.

#### **Conditions**

- a. compensation shall not be payable under more than one of the above items in respect of the same Accident, and the payment under any one item shall terminate Our liability under this section of the certificate insofar as it applies to the person for whom such payment has been made.
- **b.** any claim must be certified by an independent medical practitioner.

Please also refer to the general exclusions and conditions.

## **Section 9**

## Professional counselling

#### Period of Insurance for Section 9:

Cover under this section commences from the date the premium is paid and applies until 3 months after the **Wedding** or a claim being made under this section of the policy, whichever occurs first.

You are covered up to the amount shown in the benefits schedule in respect of professional counselling that is recommended by a general practitioner for either of the Marrying Couple as a result of the unforeseen, unavoidable and permanent cancellation of the Wedding due to the death of either of the Marrying Couple or either of the Marrying Couple electing not to continue with the marriage.

#### You are not covered for

- a. the amount of the policy excess as shown in the benefits schedule in respect of each claim.
- b. claims arising from circumstances known to You at the time of issue of this insurance.
- **c.** claims arising from a condition for which a terminal diagnosis had been given prior to the date this insurance was arranged.
- d. claims arising from a condition for which a medical practitioner had advised against booking or commencing the Wedding.
- **e.** professional counselling provided by a member of **Your** family whether they are a licensed professional or not.



## Essential document indemnity

#### Period of Insurance for Section 10:

Cover under this section commences from the date the premium is paid and applies until the last **Insured event** takes place, as booked, or a claim being made under this section of the policy, whichever occurs first and applies only in respect of **Insured events** taking place outside the **United Kingdom**.

**You are covered** up to the amount shown in the benefits schedule in respect of **Additional costs** for travel, accommodation and fees necessarily incurred to obtain replacement copies of the documents which are essential to **Your Insured event** taking place outside the **United Kingdom**, and which, during the period defined above, are lost or damaged for reasons beyond **Your** control.

#### **Essential documents**

Means the documentation required by the relevant foreign authority to enable the **Insured event** to take place as booked outside the **United Kingdom**, and shall include, but not be limited to, visas, birth certificates and passports.

#### You are not covered for

- a. the amount of the policy excess as shown in the benefits schedule in respect of each claim.
- b. loss or damage;
  - i. arising from confiscation or detention by customs officials or other authorities.
  - ii. not reported to the consular representatives of the relevant issuing country within 24 hours of discovering the loss, or as soon as possible after that and a written report obtained.
- c. loss or theft from any unattended motor vehicle.
- d. claims which arise from Your lack of care or from reasons within Your control.
- **e.** loss of documents when stored in suitcases or other like receptacles whilst in the custody of the airline or other carriers.

Please also refer to the general exclusions and conditions.

## Section 11

## Legal expenses

#### Period of Insurance for Section 11:

Cover under this section commences no more than 24 hours before and applies until no more than 24 hours after each **Insured event**.

**You are covered** up to the amount shown in the benefits schedule for legal costs and expenses incurred by **You**, in pursuing of legal proceedings by **You** or **Your** personal representative(s) for compensation and/or damages arising from or out of:

- a. Your injury or death; or
- **b.** the denial of any service to the **Marrying Couple** by any contracted or potential **Wedding** service supplier in contravention of the Equalities Act 2010 or related legislation.

It is a condition of this section of the Insurance that **We** shall have complete control over the legal proceedings and the appointment of legal representation.

#### You are not covered for

- a. the amount of the policy excess as shown in the benefits schedule in respect of each claim.
- **b.** any claim brought against any person who has contracted to supply any aspect of the **Insured event** including the **Wedding reception** organiser.
- c. legal expenses incurred prior to the granting of Our support.
- d. any claim reported more than 31 days after the date of the incident giving rise to such claim.
- e. any claim where, in Our opinion, there is a lack of substantial evidence to support Your case.
- f. any claim arising directly or indirectly from injury, illness, death, loss, expense or other liability attributable to sexually transmitted disease.
- g. claims arising in connection with injury or death occurring more than 24 hours before or more than 24 hours after the **Insured event**.
- **h.** claims for legal costs where **You** are pursuing legal action relating directly or indirectly to medical negligence or alleged medical negligence.
- claims emerging from the pursuance of a contingent fee agreement between You and Your counsel.
- j. pursuing claims as part of or on behalf of a group or organisation.



## Public liability for the Marrying Couple

#### Period of Insurance for Section 12:

Cover under this section commences no more than 24 hours before and applies until no more than 24 hours after each **Insured event**.

**You are covered** up to the amount shown in the benefits schedule in respect of **Your** legal liability arising from **Accidental** injury to third parties or **Accidental** loss of or **Accidental** damage to third party property.

In the event of **Your** death **We** will, in respect of the liability incurred by **You**, indemnify **Your** personal representatives in the terms of and subject to the limitations of this section, provided that such personal representatives shall act as though they were **You** and observe, fulfil and be subject to the terms, exclusions and conditions of this section insofar as they can apply.

<u>Please note:</u> this section does not provide an indemnity in respect of liabilities arising from the actions of anyone other than **You**, except insofar as **You** would be held liable for them at law, and does not include any additional liability accepted under a hiring or booking contract.

#### You are not covered for

- a. the amount of the policy excess as shown in the benefits schedule in respect of each claim.
- b. any directly or indirectly related claims for Insured events taking place in the United States of America or Canada.
- c. anything mentioned under You are not covered for under Special exclusions applicable to sections 12, 13 & 14.

Please also refer to the general exclusions and conditions.

## **Section 13**

## Optional £2 million public liability extension for the wedding guests

#### Period of Insurance for Section 13:

Cover under this section commences no more than 24 hours before and applies until no more than 24 hours after each **Insured event**.

This section will only apply if **You** have paid the appropriate additional premium, as shown on **Your** certificate.

Section 12 - public liability for the Marrying Couple is extended to cover all of the **Wedding** guests in respect of legal liability arising from **Accidental** injury to third parties or **Accidental** loss of or damage to third party property up to the £2,000,000 limit detailed within the benefits schedule.

#### You are not covered for

- a. the amount of the policy excess as shown in the benefits schedule in respect of each claim.
- any directly or indirectly related claims for Insured events taking place outside the United Kingdom.
- c. anything mentioned under You are not covered for under Special exclusions applicable to sections 12, 13 & 14.



## Optional £5 million public liability extension

#### Period of Insurance for Section 14:

Cover under this section commences no more than 24 hours before and applies until no more than 24 hours after each **Insured event**.

This section will only apply if **You** have paid the appropriate additional premium, as shown on **Your** certificate.

<u>Please note:</u> If **You** require public liability cover to be extended to include guests invited to the **Insured event**, including any amateur musicians or DJs who have agreed to perform at the event free of charge, **You** will need to extend cover under Section 13 - Optional £2 million public liability extension for the wedding guests, as well.

Section 12 - Public liability for the Marrying Couple and Section 13 - Optional £2 million public liability extension for the wedding guests (where **You** have paid the appropriate additional premium as shown on **Your** certificate under that section) is extended to cover legal liability arising from **Accidental** injury to third parties or **Accidental** loss of or damage to third party property up to the £5,000,000 limit detailed within the benefits schedule.

#### You are not covered for

- a. the amount of the policy excess as shown in the benefits schedule in respect of each claim.
- any directly or indirectly related claims for Insured events taking place outside the United Kingdom.
- c. anything mentioned under You are not covered for under Special exclusions applicable to sections 12, 13 & 14.

Please also refer to the general exclusions and conditions.

## Special exclusions applicable to Sections 12, 13 & 14

#### You are not covered for

- a. liability arising from;
  - i. the use or possession of vehicles, aircraft or watercraft, trailers or caravans.
  - ii. loss of or damage to property belonging to or held in trust by You.
  - iii. any wilful or malicious act.
  - iv. the carrying on of any profession, trade or business.
- b. employers' liability, contractual liability or liability to a member of Your family.
- c. liability assumed by **You** by arrangement.
- **d.** liability arising from animals belonging to or in **Your** care, custody or control.
- e. liability arising from the ownership or occupation of land or buildings.
- f. liability arising from any criminal proceedings.
- g. liability arising from any wilful or malicious act, any act of vandalism or deliberate act.
- h. Your costs and expenses incurred without Our prior written consent.
- i. any liability arising out of the road traffic act or its equivalent.
- j. liability which is or but for the existence of this certificate would be insured by any other certificate except in respect of any excess beyond the amount payable under such other certificate, or which would have been payable under such other certificate had this insurance not been effected.
- **k.** liability for fines, penalties, liquidated damages or punitive exemplary, aggravated or multiplied damages.
- loss of or damage to any goods or other property sold, supplied, delivered, installed or erected by You and all costs of or arising from the need of making good, removal, repair, rectification, replacement or recall of;
  - i. any such goods or property, or
  - any defective work executed by You.
- m. liability arising from the ownership or use of firearms or fireworks or other pyrotechnic devices or effects.
- n. loss or damage to flooring caused by footwear of any kind.
- o. any loss arising from ownership or use of bouncy castles or other inflatables.



## Optional marquee & mobile W.C. unit and event equipment extension

#### Period of Insurance for Section 15:

This section applies only where the appropriate additional premium has been paid, as shown on **Your** certificate. The period of hire must not exceed 5 days.

You are covered up to the amount shown in the benefits schedule in the event of loss of or damage to Marquees, Mobile W.C. Units and Event Equipment by any cause not specifically excluded occurring during the period of hire. Cover is limited to the value of the item at the time of loss or damage and We reserve the right at Our option to replace or reinstate any Marquee, Mobile W.C. unit or Event Equipment.

<u>Please note:</u> the policy limit for this section may be increased to a maximum of £50,000 subject to the payment of an additional premium as shown on **Your** certificate.

#### You are not covered for

- a. the amount of the policy excess as shown in the benefits schedule in respect of each claim.
- any directly or indirectly related claims for Insured events taking place outside the United Kingdom.
- c. erection and/or dismantling of any hired property or Event Equipment.
- d. mobile generators of any kind.
- **e.** loss or damage suffered by **You** as a result of being deceived into knowingly parting with property.
- f. damage to flooring caused by footwear.
- g. consequential loss of any kind or description. i.e. any costs that are directly or indirectly caused by the event which led to Your claim unless specifically stated in this policy. An example of such loss, damage or additional expense would be costs incurred in preparing a claim or loss of earnings following Bodily injury or illness.
- h. theft of the Marquee or Event Equipment unless there is violent and forcible entry or exit from the secured premises.
- i. pecuniary losses recoverable from any other source.
- j. any government regulation or act.
- **k.** loss or theft from any unattended venue or vehicle.

#### **Conditions**

If at the time of the loss or damage the sum insured is less than the full cost of reinstating the **Marquee** and/or **Mobile W.C. unit** and/or **Event Equipment** as new **We** will reduce the amount **We** pay for any claim by the proportion that the maximum amount payable bears to the full cost of reinstatement.

Please also refer to the general exclusions and conditions.

### **Section 16**

## Optional ceremonial swords cover

#### Period of Insurance for Section 16:

This section applies only where the appropriate premium has been paid, as shown on **Your** certificate. Cover under this section commences as specified below.

**You are covered** up to the amount shown in the benefits schedule for loss or damage to borrowed or hired ceremonial swords and accompanying regalia if they are lost or damaged whilst in **Your** possession or that of a **Relative** within 7 days prior to the **Insured event** at which they are to be displayed, and for 48 hours after.

#### You are not covered for

- a. the amount of the policy excess as shown in the benefits schedule in respect of each claim.
- any directly or indirectly related claims for Insured events taking place outside the United Kingdom.
- c. loss or damage which is or but for the existence of this certificate would be otherwise insured.
- **d.** any loss (other than by damage) not reported to the police within 24 hours of discovering the loss, or as soon as possible after that.
- e. loss or damage by theft or attempted theft of any ceremonial swords or accompanying regalia left in any unattended vehicle unless the property is left in the locked boot or locked glove compartment of the vehicle, concealed from view and there is evidence of violent, visible and forcible entry thereto.



## Optional cancellation & rearrangement to include Coronavirus cover

#### Period of Insurance for Section 17:

This section applies only where the appropriate additional premium has been paid, as shown on **Your** certificate. If **You** have done so, this cover commences from the date the premium is paid, and applies until the completion of the **Insured event** or a claim being made under this section of the policy, whichever occurs first.

#### 17A - Cancellation

You are covered up to the amount shown in the benefits schedule for any irrecoverable expenses necessarily incurred by You in respect of ceremonial attire, flowers, photographs, caterers, transport, accommodation (paid for by the You) and the services from any other Wedding service supplier booked but not used as a direct result of the unavoidable cancellation of the Insured event as the result of the death or sickness of the Marrying Couple or a Relative due to contracting Coronavirus within 10 days of the Insured event, which would make the continuance of the Insured event inappropriate.

### 17B - Rearrangement

You are covered in the event of cancellation of the **Insured event** for reasons specified in Part A above up to the amount shown in the benefits schedule, for reimbursement for **Additional costs** necessarily incurred in rearranging the **Insured event** to a similar standard to the amount already budgeted.

<u>Please note:</u> in respect of rearrangement, all **Additional costs** and expenses must be notified to the claims handlers and agreed by them in advance of the rearranged **Insured event**.

#### **Conditions**

For cover under this section, as well as paying the appropriate additional premium;

- a. the Marrying Couple or Relative who has contracted Coronavirus must have received the recommended number of doses of an approved Coronavirus vaccine (including any booster), 14 days prior to the Insured event date.
- b. the Marrying Couple or Relative who has contracted Coronavirus must provide a positive official test result confirming their diagnosis of Coronavirus. The test must be an approved PCR Test with a CE mark. We will reimburse the cost of an official test result subject to a valid claim.

If You do not comply with these conditions, We may at Our option refuse Your claim.

#### You are not covered for

a. the amount of the policy excess as shown in the benefits schedule in respect of each claim.



## **General Exclusions**

#### You are not covered for

- any direct or indirect consequence of war, civil war, invasion, acts of foreign enemies (whether war
  be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation,
  nationalisation, requisition, destruction of or damage to property by or under the order of any
  government, local or public authority.
- 2. any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation. We will, however, cover any loss or damage, caused by any act of terrorism provided that such act did not happen directly or indirectly because of biological, chemical, radioactive or nuclear pollution or contamination or explosion.
- **3.** losses directly or indirectly occasioned by pressure waves caused by aircraft or other flying devices travelling at sonic or supersonic speeds.
- **4. Your** wilfully, self-inflicted injury or illness, solvent abuse, alcohol abuse, the use of drugs (other than drugs taken in accordance with treatment prescribed and directed by a registered medical practitioner, but not for drug addiction) or self exposure to needless peril (except in an attempt to save human life).
- **5.** any direct or indirect consequence of:
  - a. Irradiation, or contamination by nuclear material; or
  - **b.** The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
  - **c.** Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.
- any loss whereby any period of disability or loss whatsoever is increased through Your own act or omission.
- 7. any property more specifically insured.
- incidents which may give rise to a claim not notified in writing to Us (or Our claims service) within 31 days of the expiry of this insurance (other than as specified in section 6 - photography & video).
- 9. losses arising as a result of material loss of any kind. i.e. any costs that are directly or indirectly caused by the event which led to **Your** claim unless specifically stated in this policy. An example of such loss, damage or additional expense would be costs incurred in preparing a claim or loss of earnings following **Bodily injury** or illness.
- **10.** any claim arising directly or indirectly from injury, illness, death, loss, expense or other liability attributable to sexually transmitted disease.
- 11. losses arising from prohibitive regulations by the government of any country.
- 12. losses arising as a result of any unlawful act by You or criminal proceedings against You or any other person on whom the Insured event depends (other than in the event of Your obligation to attend a court of law under subpoena as a witness, unless such obligation to attend falls within Your occupation or professional or other similar capacity).
- **13.** persons acting against the advice of a medical practitioner.
- 14. in respect of persons who are not Resident in the United Kingdom, where such liability would not have existed had those persons been Resident in the United Kingdom and not elsewhere, unless specifically agreed by Us.
- 15. wilful or malicious acts and any acts of vandalism by persons invited to the Insured event by You.
- **16.** any circumstance manifesting itself after the date of the **Insured event** booking but prior to the date of issue of this certificate.
- 17. third party rights and no party other than You may claim benefit under the terms of this insurance.

- 18. any claim or expense of any kind caused directly or indirectly by pollution or contamination other than caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of insurance. All pollution or contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place.
- 19. loss or theft from unattended venues or vehicles unless involving forcible or violent entry or exit.
- **20.** theft or attempted theft unless involving forcible or violent entry or exit from the secured premises.
- **21.** claims arising from the ownership or use of bouncy castles and other inflatables, firearms, fireworks or other pyrotechnic devices or effects.
- 22. loss of or damage to the property insured due to or arising from;
  - i. wear and tear, inherent defect, rot, mildew, rust, corrosion, frost, soiling, insects, woodworm, vermin, moth, dyeing or renovation.
  - ii. electronic, electrical or mechanical breakdown, failure or derangement, faulty manipulation, design, plan, specification or materials.
  - iii. gradual deterioration or market depreciation.
  - iv. atmospheric conditions.
  - v. shrinkage or change of colour.
  - vi. confiscation, detention or any process of cleaning, restoration or repair.
- 23. losses directly or indirectly occasioned by, happening through or in consequence of vaccinations.
- **24.** any part of a claim which is unproven or unsubstantiated.
- **25.** Notwithstanding any provision to the contrary within this contract, this contract excludes any Cyber Loss. For the purposes of this General Exclusion, Cyber Loss means any loss, damage, liability, expense, fines or penalties or any other amount directly or indirectly caused by:
  - i. the use or operation of any Computer System or Computer Network;
  - ii. the reduction in or loss of ability to use or operate any Computer System, Computer Network or Data:
  - iii. access to, processing, transmission, storage or use of any Data;
  - iv. inability to access, process, transmit, store or use any Data;
  - v. any threat of or any hoax relating to 25.i to 25.iv above;
  - vi. any error or omission or accident in respect of any Computer System, Computer Network or Data.

For the purposes of this General Exclusion, Computer System means any computer, hardware, software, application, process, code, programme, information technology, communications system or electronic device owned or operated by the Insured or any other party. This includes any similar system and any associated input, output or data storage device or system, networking equipment or back up facility.

For the purposes of this General Exclusion, Computer Network means a group of Computer Systems and other electronic devices or network facilities connected via a form of communications technology, including the internet, intranet and virtual private networks (VPN), allowing the networked computing devices to exchange Data.

For the purposes of this General Exclusion, Data means information used, accessed, processed, transmitted or stored by a Computer System.



- 26. any claim directly or indirectly related to a Pandemic and/or Epidemic, including but not limited to Coronavirus. However, this general exclusion shall not apply to the cover described Section 17 Optional cancellation & rearrangement to include Coronavirus cover, provided You have paid the appropriate additional premium as shown on Your certificate, and You comply with the specific conditions detailed within that section.
- **27.** any loss, damage, claim, cost(s) expense or other sums, directly or indirectly caused by, arising or resulting from, or in connection with;
  - i. state mourning, or the death of the head of state or a member of the royal family
  - ii. the coronation of a sovereign.
- 28. any claim for Insured events taking place in a country or specific area where the Foreign, Commonwealth & Development Office (FCDO) has advised against all, or all but essential, travel. It is Your responsibility to check the latest advice from the FCDO prior to commencing Your Insured event plans, which You can find at https://www.gov.uk/foreign-travel-advice.
- **29.** any claim directly or indirectly related to the use of drones or any other remote controlled devices for photography, videography or any other purpose during an **Insured event**.
- **30.** any claim arising from disputes with vendors, suppliers or **Wedding service** providers that were not contracted in writing.
- **31.** any claims or costs associated with a change of heart or decision by the **Marrying Couple** not to proceed with the **Insured event**.
- **32.** any claim associated with the venue becoming inaccessible due to environmental concerns not directly resulting from an insurable incident. For example, a flood making a venue inaccessible but not damaging the venue itself.
- **33.** any claims resulting from the loss or theft of gifts, money, or vouchers unless they are kept in a locked safe or secure place when not in transit.
- **34.** any claims directly or indirectly related to **Adverse weather** conditions that could reasonably have been anticipated, such as monsoons or regular seasonal weather.
- **35.** any losses incurred as a result of failure to notify relevant parties promptly in the event of a necessary cancellation or rearrangement of the **Insured event**.
- **36.** any claims arising from the incapacity or non-performance of a vendor or supplier who was not contracted or paid in line with their standard terms of business.
- **37.** any claims related to the confiscation, detention, seizure, damage, destruction, or requisition of the **Wedding** property or any property insured under this policy by customs or other government or public authorities.
- **38.** any claim associated with the non-availability, non-performance, errors or omissions of any thirdparty service provider such as travel agents, airlines, hotels, etc., which are not a direct result of the **Insured event**.
- **39.** any claim arising from the **Marrying Couple** or any **Relative** deciding to participate in risky activities or extreme sports immediately prior to the **Insured event** (e.g., skydiving, bungee jumping, scuba diving, etc.) that could impact their ability to attend the **Insured event**.
- **40.** any claim arising from the **Marrying Couple** or any **Relative's** decision to travel to countries or regions that were under travel advisories by the government at the time of travel.
- **41.** any claim for a third **Insured event** unless **You** have paid the appropriate additional premium, and this is displayed on **Your** certificate.

## **General Conditions**

**You** must comply with the following conditions to have the full protection of **Your** insurance. If **You** do not comply **We** may at **Our** option cancel the policy or refuse to deal with **Your** claim or reduce the amount of any claim payment.

- 1. there is certain information that We need to know as it may affect the terms of the insurance cover We can offer You. You must, to the best of Your knowledge, give accurate answers to the questions We ask when You buy Your Emerald Life Wedding insurance policy. If You do not answer the questions truthfully it could result in Your policy being invalid and could mean that all or part of a claim may not be paid. If You think You may have given Us any incorrect answers or if You want any help, please contact Emerald Life on 0330 113 7190 as soon as possible and We will be able to tell You if We can still offer You cover.
- written notice of any event which may give rise to a claim shall be given to Us (or Our claims service) as soon as possible and in any event no later than 31 days after the incident giving rise to the loss. All documents, certificates and evidence required in support of a claim, including items being claimed for if required by Us, shall be produced by You and at Your expense. Additional action then depends on the type of claim;
  - **a.** theft, loss, malicious damage or vandalism tell the police immediately.
  - b. legal liability for injury or damage forward to Us immediately upon receipt any writ, summons or other legal process issued or commenced against You. You must not negotiate, admit or repudiate any claim without Our written consent.
  - c. You must provide Us, at Your expense, with all necessary details and evidence which We ask for concerning the cause and amount of any loss, damage or injury (including receipts for Wedding gifts, money and vouchers).
- 3. except with Our written consent, no person is entitled to admit liability on Our behalf or to give any representations or other undertakings binding upon Us. We shall be entitled to conduct all proceedings arising out of or in connection with claims in Your name, and to instruct solicitors of Our own choice for this purpose.
- 4. the due observance and fulfilment of all the terms and conditions of this insurance by You, or anyone acting on Your behalf, insofar as they relate to anything to be done or complied with by You, or anyone acting on Your behalf, shall be a condition precedent to Our liability to make any payment under this insurance.
- 5. no refund of premium is allowed (other than in respect of the premium refund guarantee) once the insurance has been effected.
- 6. You must exercise due care and attention at all times for the safety of Your property and take all necessary steps to prevent Accident, loss or damage.
- if You or anyone acting on Your behalf makes any claim knowing it to be false or fraudulent in any way then this insurance shall become void, premiums non-refundable and all claims shall be forfeited.
- 8. if at the time of any loss, damage or liability arising under this insurance there is any other insurance covering the same loss, damage or liability, **We** will pay only **Our** rateable proportion.
- **9.** You may not transfer Your interest in this insurance.
- **10. Our** total liability shall not exceed the respective sums stated in the summary.
- 11. You shall submit to medical examination at Your own expense except post mortem which We reserve the right to have undertaken at Our own expense.



- **12.** We may at **Our** own expense take proceedings in **Your** name to recover compensation or secure an indemnity from any third party in respect of any loss or damage covered by this insurance, and any amount so recovered shall belong to **Us**.
- **13.** in the event of a claim, **You** must produce documentation to show that original contractual obligations with suppliers were evidenced, or that ownership of goods existed, in writing.
- **14.** You may not claim under more than one section or part of this certificate for the same financial loss.
- 15. this certificate may be rescinded or cancelled without the consent of a third party.
- **16.** a person who is not a party to this contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract but this does not affect any right or remedy of a third party which exists or is available apart from that Act.
- 17. at least one of the Marrying Couple must be Resident in the United Kingdom unless agreed by Us and confirmed in writing.

## **Complaints Procedure**

It is the intention to give **You** the best possible service but if **You** do have any questions or concerns about this insurance or the handling of a claim **You** should follow the complaints procedure below.

For complaints regarding the sale of Your policy, please contact:

286 Queensbridge Road,
London, E8 3NH
Tel: 0330 131 9960
Email: customerservice@emeraldlife.co.uk
Tel: 0330 131 9960

For complaints regarding Your claim, please contact:

Acasta Europe Limited,
4 Station Road,
Cheadle Hulme,
Cheshire,
SK8 5AE
Tel: 0800 668 1350
Email: Complaints@Acastaeurope.co.uk

Email. Complaints@Acastaeurope.co.uk

If it is not possible to reach an agreement, **You** have the right to make an appeal to the Financial Ombudsman Service. This also applies if **You** are insured in a business capacity and have an annual turnover of £6.5million or less and fewer than 50 employees or an annual balance sheet below £5 million. **You** may contact the Financial Ombudsman Service at:

The Financial Ombudsman Service,
Exchange Tower,
London,
E14 9SR.
Tel: 0300 123 9 123

Email: complaint.info@financial-ombudsman.org.uk

The above complaints procedure is in addition to **Your** statutory rights as a consumer. For further information about **Your** statutory rights contact **Your** local authority Trading Standards Service or Citizens Advice Bureau.

If **You** have purchased the insurance policy online, **You** may also raise **Your** complaint via the EU Online Dispute Resolution Portal at: http://ec.europa.eu/consumers/odr/. This will forward **Your** complaint to the correct Alternative Dispute Resolution scheme. For insurance complaints in the UK this is the Financial Ombudsman Service. However, this may be a slower route for handling **Your** complaint than if **You** contact the Financial Ombudsman Service directly.

