

POLICY WORDING

DEMANDS AND NEEDS - PRODUCT SUITABILITY

This product meets the demands and needs of those who primarily want cover to protect their UK wedding arrangements against cancellation or financial failure of suppliers

INTRODUCTION

Welcome to **Your** wedding cover. Here **You** will find all the relevant information for the cover **You** have chosen. **We** are delighted to be **Your** provider of choice and detailed below **We've** outlined exactly how **We** can help look out for **You**. Don't hesitate to contact **Us** if there is any way **We** can help.

This is a master policy wording showing all sections of cover available. Some sections may not be applicable to Your chosen insurance product.

Please read this in conjunction with the Insurance Product Information Document (IPID) and check Your Policy Schedule carefully (Your Policy Cover and Optional Benefits) to ensure You understand which sections apply to You.

WHAT YOU SHOULD DO

Please read the policy as soon as **You** receive it. **We** recommend **You** read the policy carefully paying particular attention to the benefits, terms and conditions. If **You** do not keep to the conditions, **Your** policy could become void or **We** may not accept liability for a claim.

It is up to **You** to make sure that the entire policy and policy schedule meet **Your** needs; **You** must tell **Us** immediately if this is not the case.

YOUR OBLIGATIONS TO US

Material Facts

You must tell us about every event, fact or occurrence that might influence **Our** decision to enter into or renew this contract of insurance; and, if so, on what terms. If **You** have something of this kind to tell us about, **You** must do so in good time before **We** enter into or renew this contract. If **You** are in any doubt about whether a fact is material, **You** should disclose it.

PARTICULAR POINTS ABOUT COVER

This policy is only suitable for, and will only respond to claims, if each of the policyholder(s) and the bride, groom and/or civil partner(s) are permanent residents living in the United Kingdom, Channel Islands or Isle of Man at the start of the policy, and on the **Wedding Date** and **Reception Date**. A person can be a permanent resident if they are living in the UK on a visa. To be a permanent resident the relevant person's main residence must be in the UK and they must not have been abroad for more than a total for 6 months in the last year.

This policy is only suitable for, and it will only respond to claims in connection with, **Weddings** and **Receptions** taking place in the UK, Channel Islands, or Isle of Man. In addition, **We** will only pay a claim, if the matter, occurrence or event giving rise to the claim occurs in the United Kingdom, Channel Islands or Isle of Man during the **Policy Term**. The laws of England and Wales apply to this insurance contract and the language of the policy and all communications relating to it will be in English.

Your Policy Schedule is important. It lists the cover **You** have chosen; it is proof of **Your** insurance and it may be needed if **You** have a claim. The policy depends on the warranties (promises), conditions and exclusions shown in it. **We** are liable only up to the limit of cover shown in **Your** Policy Schedule. **Your** intermediary will not be or become **Our** intermediary for giving notice about any claims or any other matter. If **You** ask, **We** may agree to change any part of the policy.

We will not be liable for any mistakes or omissions by an intermediary who has arranged the insurance on **Your** behalf. **We** reserve the right, upon each renewal of **Your** policy, to make changes to the scope of **Your** insurance cover including, but not limited to, **Excess** and premium levels. **You** have to renew the policy and make each premium payment for cover to remain in force.

We may, for business reasons, stop offering these policies at any time. **We** might do this if, for example, the law changes, our regulators' rules change, the economy changes or **Our** circumstances change, and **We** no longer believe that **We** can offer a competitive product, a useful product, or a product that offers good value for money, and still make a fair profit. **We** might also do this if (for example) the number of policies **We** sell falls, or we think it is likely to fall, to such an extent, or the value of the claims on the policies rises, or **We** think that it is likely to rise, to such an extent, that it no longer makes economic sense for **Us** to sell these particular policies, or policies of this kind. This might mean, for example, that **We** cannot enter into or renew a policy when **You** ask us to do so.

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Fraud prevention and the sharing of information

If **We** are in possession of information which **We** believe to be untrue, misleading or potentially fraudulent, **We** will pass the information to the relevant legal / statutory bodies. **We** may also share information with other organisations in the prevention of fraudulent claims.

How We Use Your Information

Please be aware that telephone calls may be recorded for training and monitoring purposes. **Your** details are stored on **Our** computer system to administer **Your** policy but will not be kept longer than necessary. **You** have the right to request a copy of the personal data **We** hold about **You**; a small charge will apply. **We** can only discuss **Your** personal details with **You**. If **You** would like anyone else to act on **Your** behalf, please let **Us** know. **We** may pass **Your** information to **Our** veterinary advisors, loss adjusters and/or suppliers for the purpose of administering **Your** claims or providing elected benefits.

Unless **You** advise otherwise, **We** may use **Your** details to support the development of **Our** business by including them in customer surveys and keeping **You** informed by email, post or telephone of **Our** products and offers. If **You** do not want this to happen, please just let **Us** know.

GEOGRAPHICAL LIMITS

This policy does not cover any damage, loss or liability arising outside of the United Kingdom, Channel Islands or Isle of Man.

DEFINITIONS

'Accidental(ly) Damage(d)', sudden and unexpected damage that is not deliberate and not caused by violent external means, which makes the **Rings**, flowers, cake, **Wedding Attire**, stationery or **Wedding Gifts** unusable or unwearable.

'Adverse Weather', weather conditions that cause major disruption to travel services and which severely affect the ability of **Close Relatives** or **Attendants** to attend the wedding or civil partnership.

'Attendants', non-professional (that do not receive a fee or remuneration of any kind) participants attendant upon the marriage or civil partnership during the **Wedding** – best man, bridesmaids and flower girls, page boys and ushers.

'Civil Partners', a relationship between two people which is formed when they register as civil partners of each other under the Civil Partnership Act 2004

'Close Relative', a parent, parent-in-law, step-parent, son, son-in-law, step-son, adopted son, daughter, daughter-in-law, step-daughter, adopted daughter, grandparent, grandson, granddaughter, brother, brother-in-law, step-brother, sister, sister-in-law, stepsister, foster child or legal guardian.

'Coronavirus', an infectious disease (COVID-19) caused by the SARS-CoV-2 virus, or any mutation or variation thereof.

'Excess', the amount **You** must pay towards each and every claim; this amount is deducted from the maximum level of cover. If claims are made under more than one section of cover, an **Excess** will apply to each section of cover under which a claim is made.

'Force of Law' does not include the formal or informal guidance, advice or recommendations of a **Relevant Authority** or any other person

'Forcible and Violent Entry', entry to a property that clearly shows damage to the lock, building, room or vehicle, caused as a direct result of **Theft**.

'Guests', persons invited by **You** to the **Wedding** and/or **Reception**.

'Loss' 'Lost' 'Lose', the **Rings**, flowers, cake, **Wedding Attire**, stationery or **Wedding Gifts** have been accidentally left by **You** in a location and **You** are permanently deprived of its or their use.

'Material Fact', any event, fact or occurrence which would influence a decision, made by any party, as to whether or not to enter into a contract of insurance either at inception, policy renewal or policy review.

'Policy Term'

Yearly - runs for 365 days from the commencement date and time shown on **Your** policy schedule; however, cover under the policy will lapse on the earliest of the following:-

- (a) the date **You** fail to pay **Your** premium;
- (b) the date **You** cancel **Your** policy;
- (c) the date **We** cancel **Your** policy for whatever reason;
- (d) seven days after the **Wedding Date** or **Reception Date** whichever is the later.

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'Pre-Existing Condition', an injury or illness which (i) first showed clinical signs, happened or existed before the commencement date/time shown on **Your** policy schedule or (ii) is the same as or has the same diagnosis as or is caused by, related to or results from an injury, illness or clinical signs displayed before the commencement date/time shown on **Your** policy schedule or (iii) has required medical treatment (including consultations or advice) within 12 months of the commencement date/time shown in Your policy schedule.

'Proof of Purchase', the original purchase receipt and any other documentation required to prove ownership.

'Rearrangement Costs', the difference between the original cost of the **Wedding / Reception** and the rearranged **Wedding / Reception** to provide a comparable service to that originally booked.

'Reasonable Precautions', all measures that it would be deemed appropriate to expect a person to take in the circumstances to prevent loss, damage or **Theft** of the item.

'Reception', the social gathering at which the marriage is celebrated, including but not limited to, room hire and catering and which takes place not more than 56 days after the **Wedding**.

'Relevant Authority', includes central government, a local authority, the police, the fire service, a local, national public health authority, and other governmental, quasi-governmental and public bodies, if and to the extent that they (a) are established in the United Kingdom, the Channel Islands or the Isle of Man; (b) have the lawful right, duty or power to require the full or partial closure of **Your Wedding** or **Reception** venue; and (c) do so.

'Reception Date', the date shown in the policy schedule for the **Wedding Reception** to take place.

'Rings', the ring(s) exchanged by the prospective marriage or civil partners at the **Wedding**.

'Security Requirements', set out in the Appendix at the end of this wording.

'Stolen' 'Theft', the unlawful taking of the **Rings**, flowers, cake, **Wedding Attire**, stationery or **Wedding Gifts** against **Your** will by another party, with the intention of permanently depriving **You** of it or them.

'Supplier(s)', any supplier with whom you have a written contract for the provision of services at the **Wedding** or **Reception** on the stipulated **Wedding** or **Reception Dates**.

'Virus or Similar Instrument', program code, programming instructions or any set of instructions from an unauthorised source loaded to your PC, laptop, gadget, mobile phone or other device against your wishes, and intentionally constructed with the ability to damage, interfere with or otherwise adversely affect hardware, software, Apps, data files and/or operations, whether involving self-replication or not, but not limited to Trojan horse, worms or logic bombs.

'We' 'Our' 'Us', The Insurance Emporium.

'Wedding', a ceremony that creates a contract of marriage or civil partnership which is legally binding within the UK.

'Wedding Attire', clothing and **Wedding Accessories** of the prospective marriage or civil partners and **Attendants**.

'Wedding Accessories' includes bags, fascinators, gloves, hair combs, hats, headbands, shoes, shrugs and veils.

'Wedding Date', the date shown in the policy schedule for the **Wedding** to take place.

'Wedding Gifts', gifts purchased by the bride, groom or civil partners for presentation to the **Attendants** and gifts for the bride, groom or civil partners presented for the purposes of celebrating the **Wedding**.

'Wedding Party', the prospective marriage or civil partners, their parents or guardians, grandparents or either partner's children, siblings or **Attendants**.

'You' 'Your' the bride, groom, **civil partner(s)** or any other person named in the policy schedule as the policyholder(s). The policyholder and the bride or groom or one of the **civil partners** must be a permanent resident living in the United Kingdom, Channel Islands or Isle of Man at the start of the policy, and on the **Wedding Date** and **Reception Date**. A person can be a permanent resident if they are living in the UK on a visa. To be a permanent resident the relevant person's main residence must be in the UK and they must not have been abroad for more than a total for 6 months in the last year.

SECTION 1 - CANCELLATION AND REARRANGEMENT

'Adverse Weather', weather conditions that cause major disruption to travel services and which severely affect the ability of **You, Your Close Relatives** or **Attendants** to attend the wedding or civil partnership.

'Dangerous Activities', dangerous activities are activities entailing a foreseeable risk of death or bodily injury, and/or loss of or damage to property, unless reasonable precautions are taken; and activities for which a disclaimer signed

by participant(s) is appropriate, including, but not limited to, ballooning, BASE jumping, bungee jumping, bobsleighting, bouncy castles or other inflatable equipment, canoeing, caving, circus acts, deep sea diving, fairground rides, fireworks or other pyrotechnic devices or effects, flying (other than as a fare paying passenger on a scheduled flight), gliding, go-karts or motorsports of any kind, hang-gliding, high diving, hunting, ice hockey, it's a knockout competitions, jet skiing or jet biking, microlight, motorcycling as a rider or passenger, motor rallying, mountaineering, off-piste skiing, parachuting, paragliding, parascending, polo, pot-holing, professional sports, quad bikes, racing of any kind other than on foot, rock climbing, rodeo bulls, scuba diving, show jumping, skiing, ski racing, snowboarding, skating, sledding, solo sea sailing, stunt acts, tobogganing, trampolining or white water rafting.

Cover – cancellation

If, as a result of the following, it is necessary to cancel or curtail **Your Wedding** or **Reception**, **We** will pay (up to the amount shown in **Your** policy schedule) for any irrecoverable expenses paid by **You** for **Wedding Attire**, stationery and **Suppliers** booked but not used.

Cover – rearrangement

If, as a result of the following, it is necessary to cancel or curtail **Your Wedding** or **Reception**, **We** will pay (up to the amount shown in **Your** policy schedule) for any **Rearrangement Costs**.

- the booked venue for the **Wedding** or **Reception** being unable to hold your **Wedding** or **Reception** due to weather conditions that cause major disruption at, or significant damage to, the venue: murder or suicide at the venue: the bankruptcy or liquidation of the operator of the venue.
- the booked venue for the **Wedding** or **Reception** being unable to hold your **Wedding** or **Reception** due to the forced closure of the venue by a **Relevant Authority**.

IMPORTANT NOTE: the forced closure must be solely and specifically of **Your** venue and must not be brought about by way of formal or informal guidance, advice, or recommendation.

- **Your** death, injury or sickness or that of a member of **Your Wedding Party** which would make it inappropriate, or impossible to continue with the **Wedding**.
- **Theft** or damage which renders unwearable the **Wedding Attire**, where the purchase or hire of alternatives is not possible.
- non-attendance of the registrar or officiating minister.
- the inability of **You** and at least 50% of **Your Wedding Party** or at least 50% of **Your Guests** to reach the **Wedding** or **Reception** venue due to **Adverse Weather**.
- the unforeseen posting overseas of a member of the UK armed forces or unavoidable and necessary duty for the Ambulance Service, Coastguard, Fire Brigade, Police or nursing personnel which prevents **Your** attendance or the attendance of a member of the **Wedding Party**.
- **Your** redundancy or that of a **Close Relative** who would have made a proven financial contribution of at least 50% of the total **Wedding** and **Reception** costs and upon whom the **Wedding** or **Reception** is dependant.

Conditions

1. The notice of redundancy must have been received more than 90 days after this policy began.
2. The person being made redundant must qualify for payment under the current United Kingdom redundancy legislation.
3. **Rearrangement Costs:**
 - (a) are limited to the amount shown in **Your** policy schedule; and
 - (b) the date of the rearranged **Wedding** and/or **Reception** must be within 1 year of **Your Wedding Date**; and must be notified to **Us** and agreed with **Us** in advance.
4. Any claims made under “cancellation” cannot also be made under “rearrangement”.

Limitations

1. Save for Exclusion 1, cover under this section is provided from the commencement date/time of **Your** policy until completion of **Your Wedding** and **Reception** or when a claim is made, whichever occurs first.

Exclusions

1. Any incident giving rise to a claim occurring within 14 days of the commencement date/time shown in **Your** policy schedule due to the bankruptcy, liquidation or failure to meet contractual obligations of any pre-booked **Supplier**.
2. Any claim that results from or arises in connection with the fact that **You** cannot travel to, or return from, a country or an area because the advice of the Foreign and Commonwealth Office (FCO) is not to travel to this country or area.

3. **Weddings** and **Receptions** taking place outside of the United Kingdom.
4. **Rearrangement Costs** if **You** cancel **Your Wedding** or **Reception** and **Your** claim for “cancellation” is declined.
5. **Rearrangement Costs** that:
 - (a) are in excess of the amount shown in **Your** policy schedule; or
 - (b) are incurred more than 1 year after **Your Wedding Date**; or
 - (c) are not notified to **Us** and agreed with **Us** in advance of the rearranged **Wedding** or **Reception**.
6. Any claim directly or indirectly consequent upon or contributed to by **You** or a member of **Your Wedding Party** participating in **Dangerous Activities**.
7. Any claim arising from **Your** death, injury or sickness or that of a member of **Your Wedding Party** which is due to a pre-existing condition and would make it inappropriate, or impossible to continue with the **Wedding**.
8. Any incident giving rise to a claim arising from the hire or purchase of a **Marquee**.
9. Any costs charged by **Your** wedding planner, tour operator or third party responsible for arranging or assisting in the arranging of **Your Wedding** or **Reception**.
10. Cancellation or curtailment of **Your Wedding** as a result of the bankruptcy or liquidation of **Your** wedding planner, tour operator or third party responsible for arranging or assisting in the arranging of **Your Wedding** or **Reception**.
11. Wedding arrangements not honoured by **Your** employer (other than as set out above).
12. Either partner deciding not to go ahead with the marriage as agreed, failure to comply with legal requirements or **Your** failure to obtain the relevant legal documentation.
13. Failure to notify a **Supplier** as soon as possible if it becomes necessary to cancel or curtail the **Wedding** or **Reception**.
14. Any claim arising directly or indirectly from:
 - (a) monetary losses which are more specifically insured;
 - (b) strikes or labour dispute.
15. Any claim arising directly or indirectly from:
 - (a) the full or partial closure of **Your Wedding** or **Reception** venue, or any curtailment of and/or restrictions placed upon **Your Wedding** or **Reception**, if the relevant closure is necessary or desirable to ensure compliance with licensing laws, planning consents and/or planning approvals;
 - (b) any other act or omission of a **Relevant Authority**, unless (a) does not apply, and the relevant act is directed solely and specifically at **Your Wedding** or **Reception** venue, and has the **Force of Law**.
16. Except as specifically provided:
 - (a) unemployment other than redundancy; or
 - (b) worsening of **Your** financial circumstances or those of any person or company on whom the wedding arrangements depend.
17. **Wedding Attire** already purchased that is undamaged and continues to fit.
18. Any claim directly or indirectly consequent upon or contributed to by:
 - (a) neurosis, psychoneurosis, psychopathic or mental diseases or disorders of any type.
 - (b) anxiety, stress or depression unless it has been investigated and diagnosed as such by a Consultant specialising in the relevant field.
 - (c) **Coronavirus**, influenza, notifiable disease, virus, bacteria or contagion, or any derivation or variant thereof.
 - (d) AIDS or AIDS related complex however the syndrome has been acquired or may be named.
 - (e) committing or attempting to commit suicide or intentional self-inflicted injury.
 - (f) deliberate exposure to exceptional danger except in an attempt to save human life.
 - (g) a criminal act.
 - (h) being wholly or partly under the influence of alcohol.
 - (i) being wholly or partly under the influence of drugs other than those taken in accordance with treatment prescribed and directed by a qualified registered medical practitioner, but not for the treatment of drug addiction.
 - (j) participating in **Dangerous Activities**.
 - (k) pregnancy or childbirth without any accompanying bodily injury, illness, disease or complication.
 - (l) any naturally occurring condition or degenerative process or any gradual decline in physical health.
19. The **Excess** as shown in **Your** policy schedule.

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SECTION 2 – FINANCIAL FAILURE OF SUPPLIERS

Cover

Where, **Your Supplier** fails to comply with its obligations to provide services at the **Wedding** or **Reception** due to its bankruptcy or liquidation **We** will pay (up to the amount shown in **Your** policy schedule) for irrecoverable deposits **You** paid to the **Supplier**.

Limitations

1. Save for Exclusion 1, cover under this section is provided from the commencement date/time of **Your** policy until completion of **Your Wedding** and **Reception**.

Exclusions

1. Claims arising from or in any way connected to the bankruptcy or liquidation of a **Supplier**, if the bankruptcy or liquidation occurs within 14 days of the commencement date/time shown in **Your** policy schedule.
2. Claims arising from or in any way connected to the failure of a **Supplier** to provide services under the terms of a contract entered into with that **Supplier** before the commencement date/time shown in **Your** policy schedule, if the failure occurs within 14 days of the commencement date/time shown in **Your** policy schedule.
3. **Weddings** and **Receptions** taking place outside of the United Kingdom, Channel Islands or Isle of Man.
4. Any incident giving rise to a claim arising from the hire or purchase of a **Marquee**.
5. Any costs that would have been paid had the **Supplier** not ceased trading.
6. Any loss where the **Supplier** offers an alternative comparable service.
7. Any costs charged by **Your** wedding planner, tour operator or third party responsible for arranging or assisting in the arranging of **Your Wedding** or **Reception**.
8. Deposits lost as a result of the bankruptcy or liquidation of **Your** wedding planner, tour operator or third party responsible for arranging or assisting in the arranging of **Your Wedding** or **Reception**.
9. The **Excess** shown in **Your** policy schedule.

SECTION 3 – WEDDING RINGS, FLOWERS AND CAKE

Cover – Rings

In the event of **Loss, Theft** or **Accidental Damage** of **Your Rings** whilst in the possession of the bride, groom, civil partners, their parents or **Attendants**, **We** will reimburse **You** the purchase price (up to the amount shown in **Your** policy schedule).

Cover – wedding flowers and cake

In the event of **Loss, Theft** or **Accidental Damage** of your wedding flowers or cake, **We** will reimburse **You** the purchase price (up to the amount shown in **Your** policy schedule).

Limitations

1. Cover under this section for **Rings** is provided from the commencement date/time of **Your** policy (or purchase of the **Rings** if later) to the start of your **Reception** or when a claim is made, whichever occurs first.
2. Cover under this section for wedding flowers and cake is provided from 7 days prior to the **Wedding Date** until the start of the **Reception**.

Exclusions

1. Any **Loss, Theft** or **Accidental Damage** occurring after the **Reception** begins.
2. Engagement rings.
3. Exclusions applying to Sections 3 to 6.

SECTION 4 – WEDDING ATTIRE

Cover

In the event of **Loss, Theft** or **Accidental Damage** of the **Wedding Attire** whilst in the possession of the bride, groom, **Civil Partners**, their parents or **Attendants**, **We** will reimburse **You** the purchase price or the hire charges (up to the amount shown in **Your** policy schedule).

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Limitations

1. Cover under this section for purchased **Wedding Attire** is provided from the commencement date/time of **Your** policy (or purchase of the **Wedding Attire** if later) to the beginning of **Your Reception** or when a claim is made, whichever occurs first.
2. Cover under this section for hired **Wedding Attire** is provided from the commencement date/time of **Your** policy (or hire of the **Wedding Attire** if later) to 48 hours after **Your Reception** finishes or when a claim is made, whichever occurs first.
3. Where more than one **Wedding** or **Reception** occurs and if there is different **Wedding Attire** the above limitations apply for each **Wedding** or **Reception**.
4. An amount will be deducted to reflect wear and tear in respect of owned and hired **Wedding Attire**.

Exclusions

1. Hiring costs unless a written contract is in existence.
2. Any items of jewellery.
3. Damage due to cleaning.
4. Exclusions applying to Sections 3 to 6.

SECTION 5 – WEDDING STATIONERY

Cover

In the event of **Loss, Theft** or **Accidental Damage** of **Your** wedding stationery whilst in the possession of the bride, groom, civil partners, their parents or **Attendants, We** will reimburse **You** the purchase price (up to the amount shown in **Your** policy schedule).

Limitations

1. Cover under this section for wedding stationery is provided from the commencement date/time of **Your** policy (or purchase of the wedding stationery if later) to the beginning of your **Reception** or when a claim is made, whichever occurs first.

Exclusions

1. Any **Loss, Theft** or **Accidental Damage** occurring after the **Reception** begins.
2. Exclusions applying to Sections 3 to 6.

SECTION 6 – WEDDING GIFTS

Cover

In the event of **Loss, Theft** or **Accidental Damage** of the **Wedding Gifts** whilst in the possession of the bride, groom, civil partners, their parents or **Attendants** at **Your** home, **Your** parent's home, at the **Reception** or in transit between any of these locations, **We** will pay **You** the purchase price (up to the amount shown in **Your** policy schedule).

Limitations

1. Cover under this section is provided from 7 days prior to the **Wedding Date** until 24 hours after **Your Reception** finishes or when a claim is made, whichever occurs first.

Exclusions

1. Any **Loss, Theft** or **Accidental Damage** occurring more than 24 hours after the **Reception** finishes.
2. Gifts of money, cheques, postal orders, vouchers, tickets etc.
3. Any items of jewellery.
4. Any claim due to a wedding gift list service failing to provide the gifts.
5. Exclusions applying to Sections 3 to 6.

EXCLUSIONS APPLYING TO SECTIONS 3 TO 6

1. Losses which are covered under Sections 1 or 2 of this policy.
2. **Weddings** and **Receptions** taking place outside of the United Kingdom, Channel Islands or Isle of Man.
3. Any claim where the **Security Requirements** in the Appendix have not been complied with.

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4. **Theft** unless involving **Forcible and Violent Entry**.
5. **Theft** unless (i) **You** have reported the **Theft** to the nearest police authority as quickly as possible, and in any event within 24 hours of discovery (ii) **You** have obtained a police crime reference number and details of the police station the crime was reported to (iii) **You** did everything **You** reasonably could to recover the **Stolen** property.
6. **Theft** by a person or persons to whom the **Rings**, flowers, cake, **Wedding Attire**, stationery or **Wedding Gifts** were entrusted.
7. Loss or damage suffered by **You** as a result of being deceived into knowingly parting with the **Rings**, flowers, cake, **Wedding Attire**, stationery or **Wedding Gifts**.
8. The Excess as shown in **Your** policy schedule.

SECTION 7 – CARS AND TRANSPORT

Cover

Where the **Supplier** with whom the transport arrangements have been made fail to meet contractual obligations due to non-appearance, breakdown or road traffic accident, **We** will pay (up to the amount shown in **Your** policy schedule) for the costs of arranging alternative transport.

Limitations

1. Cover under this section is provided from the commencement date/time of **Your** policy until **Your Wedding** and **Reception** finishes or when a claim is made, whichever occurs first.

Exclusions

1. **Weddings** and **Receptions** taking place outside of the United Kingdom, Channel Islands or Isle of Man.
2. Losses which are covered under Sections 1 or 2 of this policy.
3. Losses arising unless a written contract is in existence.
4. Any costs that would have been paid had the **Supplier** not failed to meet their contractual obligations.
5. Any loss where the **Supplier** offers an alternative comparable service.
6. The **Excess** as shown in **Your** policy schedule.

SECTION 8 – WEDDING PHOTOGRAPHY AND VIDEO

Cover

We will reimburse **You** (up to the amount shown in **Your** policy schedule) for expenses paid to take/re-take **Wedding** and **Reception** photographs or videos as a direct and necessary consequence of:

- Non-appearance at the **Wedding** and **Reception** of the contracted professional photographer or videographer.
- Loss of, or damage to, the original film or negatives, or loss of or damage to the photographic images or digital media on which the photographic images are being stored, by the professional photographer or videographer contracted for the **Wedding** and **Reception** (before any copies are made).
- Non-development of the original film or negatives or non-development of whatever digital media on which the photographic images are stored (other than as a result of under or over exposure) by the professional photographer or videographer contracted for the **Wedding** and **Reception**.

Limitations

1. Cover under this section is provided from the commencement date/time of **Your** policy until the contracted date of delivery of **Your Wedding** and **Reception** photographs or video, or up to a maximum of 12 months after the **Wedding** and **Reception**, whichever occurs first.

Exclusions

1. **Weddings** and **Receptions** taking place outside of the United Kingdom, Channel Islands or Isle of Man.
2. Losses which are covered under Sections 1 or 2 of this policy.
3. Losses arising unless a written contract is in existence.
4. Any costs that would have been paid had the **Supplier** not failed to meet their contractual obligations.

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5. Any loss where the **Supplier** offers an alternative comparable service.
6. **We** will not pay any claim directly or indirectly caused by or contributed to by or arising from:
 - (a) the use or operation, as a means of inflicting harm, of any computer, computer system, computer software programme, malicious code, process or any other electronic system
 - (b) failure of the internet, or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.
7. **We** will not pay any claim arising out of the transmission or receipt of a **Virus or Similar Instrument**.
8. The **Excess** as shown in **Your** policy schedule.

SECTION 9 - PUBLIC LIABILITY

'Dangerous Activities' any dangerous activity (dangerous activities are activities entailing a foreseeable risk of death or bodily injury, loss or damage to property unless reasonable precautions are taken or activities for which a disclaimer signed by participant(s) is appropriate), activities including, but not limited to, ballooning, BASE jumping, bungee jumping, bobsleighting, bouncy castles or other inflatable equipment, canoeing, caving, circus acts, deep sea diving, fairground rides, fireworks or other pyrotechnic devices or effects, flying (other than as a fare paying passenger on a scheduled flight), gliding, go-karts or motorsports of any kind, hang-gliding, high diving, hunting, ice hockey, it's a knockout competitions, jet skiing or jet biking, microlight, motorcycling as a rider or passenger, motor rallying, mountaineering, off-piste skiing, parachuting, paragliding, parascending, polo, pot-holing, professional sports, quad bikes, racing of any kind other than on foot, rock climbing, rodeo bulls, scuba diving, show jumping, skiing, ski racing, snowboarding, skating, sledding, solo sea sailing, stunt acts, tobogganing, trampolining or white water rafting.

Cover

We cover each of **You** (in the aggregate, up to the maximum shown in **Your** policy schedule) in respect of:-

- amounts **You** become legally liable to pay in connection with and/or
- costs and expenses incurred with **Our** prior written consent defending claims

made against **You** for or in connection with the death or bodily injury of any person other than **You** or the loss or damage to property belonging to any person other than **You**, in each case, arising from any one event or a series of events consequent on one original cause being **Your Wedding or Reception**.

Limitations

1. Cover under this section is provided from 24 hours before the **Wedding Date** and finishes 24 hours after the **Wedding Date**.
2. Cover under this section is provided from 24 hours before the **Reception Date** and finishes 24 hours after the **Reception Date**.
3. This section does not provide cover in respect of liabilities arising from the actions of anyone other than **You**, and does not include any additional liability accepted under a hiring or booking contract.

Conditions

1. **You** must not admit liability or responsibility for anything; or offer, promise, or pay; or agree to pay, any claim or negotiate with any other persons following an incident.
2. You must inform **Us** immediately of any actual (i) impending prosecution, (ii) inquest (iii) fatal inquiry, or (iv) civil proceedings, and of any circumstances that are reasonably likely to give rise to such a prosecution, inquest, inquiry or proceedings. You must send **Us** every piece of correspondence and every document **You** receive without replying to any of them.
3. **You** must allow **Us** to:
 - (a) take over and conduct in **Your** name the defence or settlement of any claim;
 - (b) take proceedings in **Our** name, at **Our** own expense and for **Our** own benefit, to recover compensation or secure an indemnity from any third party;**You** shall give all information and assistance **We** require.
4.
 - (a) For any claim or series of claims **We** may at any time pay **You** the amount of the limit of indemnity or any lower amount which the claim(s) can be settled for; thereafter
 - (b) **We** will have no further liability in the claim(s) except for the third party's costs and expenses incurred up to the date of payment;up to the limit of the indemnity specified in **Your** policy schedule.

Exclusions

This policy shall not apply to liability in respect of:-

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1. **Weddings** and **Receptions** taking place outside of the United Kingdom, Channel Islands or Isle of Man.
2. Liability that has been assumed by **You** under agreement (such as a hire agreement) unless the liability would have existed without the agreement.
3. Death or bodily injury, loss or damage to property sustained in connection with **Your** carrying on of any trade, business or profession.
4. Loss or damage to any property owned, held in trust, in the charge of or under the control of **You**.
5. The use or possession of mechanically propelled vehicles, aircraft or other aerial device, watercraft or hovercraft, trailers or caravans.
6. Employers or contractual liability.
7. Liability to any of your **Close Relatives**.
8. Liability arising as a result of **Your** ownership, care, custody or control of animals.
9. Liability arising from the ownership or occupation of land of buildings, their fixtures or fittings.
10. Any **Dangerous Activities**.
11. The proportion of loss not directly attributable to **You**, or (if different) for which **You** are legally liable.
12. Any liability arising out of the Road Traffic Act 1988, and any amendments or revision thereof.
13. Liability howsoever caused by the use or ownership of firearms, fireworks or other pyrotechnic devices or effects.
14. Loss or damage to underground services.
15. Loss or damage to flooring caused by footwear of any kind.
16. Inventory or stocktaking shortages or unexplained disappearance or discrepancy.
17. Liability arising from any criminal proceedings.
18. Liability for fines, penalties, liquidated damages, or punitive, exemplary, aggravated or multiplied damages.
19. Any wilful or malicious acts, acts of vandalism, and deliberate acts which result in loss of or damage to property, and/or death or bodily injury.
20. Any event which results from **Your** deliberate act or omission, which could reasonably have been expected to occur, having regards to the nature and circumstances of such act or omission.
21. Death or bodily injury, loss of or damage to property caused by any food, drink or other goods **You** sell or supply.
22. 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 for making good, removal, repair, rectification replacement or recall of any goods or property or any defective work executed by **You**.
23. Pollution or contamination of water, buildings or structures, land or the atmosphere and death or bodily injury, loss of or damage to property caused by such pollution or contamination.
24. Liability created by an agreement which would not have existed in the absence of the agreement.
25. Any loss or damage caused or contributed to by the act or omission of a **Relevant Authority**, or a failure to comply with the formal or informal guidance, the advice, a recommendation, or an order (or any communication with similar effect to any of the foregoing) issued, made or given by a **Relevant Authority**.
26. Liability arising from **You** passing on **Coronavirus**, Influenza, notifiable disease, virus, bacteria or contagion, or any derivation or variant thereof.
27. The **Excess** as shown in **Your** policy schedule.

SECTION 10 – PERSONAL ACCIDENT

'Bodily Injury' injury which is sustained by **You** during the period of insurance and is caused by an accident solely and independently of any other cause.

'Dangerous Activities' any dangerous activity (dangerous activities are activities entailing a foreseeable risk of death or bodily injury, loss or damage to property unless reasonable precautions are taken or activities for which a disclaimer signed by participant(s) is appropriate), activities including, but not limited to, ballooning, BASE jumping, bungee jumping, bobsleighting, bouncy castles or other inflatable equipment, canoeing, caving, circus acts, deep sea diving, fairground rides, fireworks or other pyrotechnic devices or effects, flying (other than as a fare paying passenger on a scheduled flight), gliding, go-karts or motorsports of any kind, hang-gliding, high diving, hunting, ice hockey, it's a knockout competitions, jet skiing or jet biking, microlight, motorcycling as a rider or passenger, motor rallying, mountaineering, off-piste skiing, parachuting, paragliding, parascending, polo, pot-holing, professional sports, quad bikes, racing of any kind other than on foot, rock climbing, rodeo bulls, scuba diving, show jumping, skiing, ski racing, snowboarding, skating, sledding, solo sea sailing, stunt acts, tobogganing, trampolining or white water rafting.

'Loss of Hearing' complete and irrecoverable loss of hearing in both ears.

'Loss of Limbs' physical severance or complete irrecoverable loss of use of one or both hands at or above the elbow or of one or both feet at or above the knee.

'Loss of Sight' complete and irrecoverable loss of sight in one or both eyes.

'Pre-Existing Condition', an injury or illness which (i) first showed clinical signs, happened or existed before the commencement date/time shown on **Your** policy schedule or (ii) is the same as or has the same diagnosis as or is caused by, related to or results from an injury, illness or clinical signs displayed before the commencement date/time shown on **Your** policy schedule or (iii) has required medical treatment (including consultations or advice) within 12 months of the commencement date/time shown in Your policy schedule.

'Total Permanent Disablement' disablement lasting 365 days that prevents **You** from continuing in **Your** studies or from following any and every occupation.

Cover

We will pay (up to the amount shown in **Your** policy schedule) where **You** sustain accidental **Bodily Injury** and such an injury shall, within 12 months, be the sole cause of death, or total and irrecoverable **Loss of Hearing** or **Loss of Sight**, or **Loss of Limbs**, or **Total Permanent Disablement**.

Limitations

1. Cover under this section is provided from 24 hours before the **Wedding Date** and finishes 24 hours after the **Wedding Date**.

Conditions

1. **We** will require a Doctor's Certificate or letter confirming the **Bodily Injury** from a practicing qualified medical practitioner in the UK; to be obtained at **Your** own expense.
2. A medical advisor may be appointed by **Us** and shall be allowed as often as may be deemed necessary to examine **You**.

Exclusions

1. Any claim in relation to death which is not supported by a death certificate.
2. Any claim arising as a result of **Pre-Existing Condition**.
3. Any claim that arose more than 24 hours before or 24 hours after the **Wedding Date**.
4. **Weddings** and **Receptions** taking place outside of the United Kingdom, Channel Islands or Isle of Man.
5. Any loss or damage caused or contributed to by the act or omission of a **Relevant Authority**, or a failure to comply with the formal or informal guidance, the advice, a recommendation, or an order (or any communication with similar effect to any of the foregoing) issued, made or given by a **Relevant Authority**.
6. Any claim directly or indirectly consequent upon or contributed to by:
 - (a) neurosis, psychoneurosis, psychopathic or mental diseases or disorders of any type.
 - (b) AIDS or AIDS related complex however the syndrome has been acquired or may be named.
 - (c) **Coronavirus**, Influenza, notifiable disease, virus, bacteria or contagion, or any derivation or variant thereof.
 - (d) **Your** committing or attempting to commit suicide or intentional self-inflicted injury.
 - (e) **Your** deliberate exposure to exceptional danger except in an attempt to save human life.
 - (f) **Your** own criminal act.
 - (g) **Your** being wholly or partly under the influence of alcohol.
 - (h) **Your** being wholly or partly under the influence of drugs other than those taken in accordance with treatment prescribed and directed by a qualified registered medical practitioner, but not for the treatment of drug addiction.
 - (i) pregnancy or childbirth.
 - (j) participating in **Dangerous Activities**.

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- (k) any naturally occurring condition or degenerative process or any gradual decline in physical health.
- (l) any form of operational duties as a member of the armed forces or Territorial Army.

7. The **Excess** as shown in **Your** policy schedule.

OPTIONAL BENEFITS

SECTION 11 - MARQUEE COVER

'Dangerous Activities' any dangerous activity (dangerous activities are activities entailing a foreseeable risk of death or bodily injury, loss or damage to property unless reasonable precautions are taken or activities for which a disclaimer signed by participant(s) is appropriate), activities including, but not limited to, ballooning, BASE jumping, bungee jumping, bobsleighting, bouncy castles or other inflatable equipment, canoeing, caving, circus acts, deep sea diving, fairground rides, fireworks or other pyrotechnic devices or effects, flying (other than as a fare paying passenger on a scheduled flight), gliding, go-karts or motorsports of any kind, hang-gliding, high diving, hunting, ice hockey, it's a knockout competitions, jet skiing or jet biking, microlight, motorcycling as a rider or passenger, motor rallying, mountaineering, off-piste skiing, parachuting, paragliding, parascending, polo, pot-holing, professional sports, quad bikes, racing of any kind other than on foot, rock climbing, rodeo bulls, scuba diving, show jumping, skiing, ski racing, snowboarding, skating, sledding, solo sea sailing, stunt acts, tobogganing, trampolining or white water rafting.

'Marquee' the hired tent, gazebo or other summer house arrangements including ancillary equipment, chairs, flooring, lighting, staging, tables hired or leased by **You** (or by any other person on **Your** behalf) solely for the purpose of your **Wedding** and/or **Reception** and for which **You** (or such other person) are responsible.

Cover

We will pay (up to the amount shown in **Your** policy schedule) in respect of loss or damage to the **Marquee** by any cause not specifically excluded and occurring during the period of hire (the period of hire not exceeding 4 days, unless agreed in advance and in writing).

If it is necessary to cancel or curtail **Your Wedding** or **Reception** as a direct result of loss or damage to the **Marquee**, **We** will also cover any irrecoverable expenses paid by **You** for the **Marquee**.

Limitations

1. Cover under this section is provided for the period of hire which must not exceed 4 days unless otherwise agreed in writing.

Conditions

1. **You** must not admit liability or responsibility for anything; or offer, promise, or pay; or agree to pay, any claim or negotiate with any other persons following an incident.
2. You must inform **Us** immediately of any actual (i) impending prosecution, (ii) inquest (iii) fatal inquiry, or (iv) civil proceedings, and of any circumstances that are reasonably likely to give rise to such a prosecution, inquest, inquiry or proceedings. You must send **Us** every piece of correspondence and every document **You** receive without replying to any of them.
3. **You** must allow **Us** to:
 - (a) take over and conduct in **Your** name the defence or settlement of any claim;
 - (b) take proceedings in **Our** name, at **Our** own expense and for **Our** own benefit, to recover compensation or secure an indemnity from any third party.

You shall give all information and assistance **We** require.

4.
 - (a) For any claim or series of claims **We** may at any time pay **You** the amount of the limit of indemnity or any lower amount which the claim(s) can be settled for; thereafter
 - (b) **We** will have no further liability in the claim(s) except for the third party's costs and expenses incurred up to the date of payment;up to the limit of the indemnity specified in **Your** policy schedule.

Exclusions

1. **Weddings** and **Receptions** taking place outside of the United Kingdom, the Channel Islands or the Isle of Man.
2. Losses arising unless a written contract is in existence.
3. Any loss where the **Marquee** supplier offers an alternative comparable service.

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4. Any claim where the **Security Requirements** have not been complied with.
5. **Theft** or attempted **Theft** from the **Marquee** unless, at the time, force and violence were used to get into or out of the **Marquee**.
6. **Theft** unless (i) **You** have reported the **Theft** to the nearest police authority as quickly as possible, preferably within 24 hours of discovery (ii) **You** have obtained a police crime reference number and details of the police station the crime was reported to (iii) **You** did everything **You** reasonably could to recover the **Stolen** property.
7. **Theft** by a person or persons to whom the **Marquee** was entrusted.
8. Loss or **Theft** from an unattended **Marquee**.
9. Loss or damage to the **Marquee** arising as a result of **You** or **Your Guests** engaging in **Dangerous Activities**.
10. Loss or damage to sanitary equipment.
11. Loss or damage to china, glass and other fragile items.
12. Loss or damage arising from the erection and/or dismantling of the **Marquee** or any hired equipment.
13. Audio-visual, disco or entertainment equipment.
14. Loss or damage suffered by **You** as a result of being deceived into knowingly parting with the **Marquee**.
15. Any loss, damage or additional costs following on from the events for which **You** are claiming.
16. Any loss or damage caused or contributed to by the act or omission of a **Relevant Authority**, or a failure to comply with the formal or informal guidance, the advice, a recommendation, or an order (or any communication with similar effect to any of the foregoing) issued, made or given by a **Relevant Authority**.
17. Liability that has been assumed by **You** under an agreement (such as a hire agreement) unless the liability would have existed without the agreement.
18. Loss or damage to the **Marquee** sustained in connection with **Your** carrying on of any trade, business or profession.
19. Loss or damage to the **Marquee** arising from the use or possession of mechanically propelled vehicles, aircraft or other aerial device, watercraft or hovercraft, trailers or caravans.
20. Liability to any of your **Close Relatives**.
21. Loss or damage to the **Marquee** arising as a result of **You** or **Your Guests** ownership, care, custody or control of animals.
22. Loss or damage to land or buildings, their fixtures or fittings.
23. The proportion of loss not directly attributable to **You**, or (if different) for which **You** are legally liable.
24. Loss or damage to the **Marquee** howsoever caused by the use or ownership of firearms, fireworks or other pyrotechnic devices or effects.
25. Loss or damage to underground services.
26. Loss or damage to flooring caused by footwear of any kind.
27. Inventory or stocktaking shortages or unexplained disappearance or discrepancy.
28. Any wilful or malicious acts, acts of vandalism, and deliberate acts which result in loss of or damage to the **Marquee**.
29. Any event which results from **Your** deliberate act or omission, which could reasonably have been expected to occur, having regards to the nature and circumstances of such act or omission.
30. Pollution or contamination of water, buildings or structures, land or the atmosphere and death or bodily injury, loss or damage to property caused by such pollution or contamination.
31. The **Excess** as shown in **Your** policy schedule.

POLICY WORDING

SECTION 12 – CEREMONIAL SWORDS

Cover

We will pay (up to the amount shown in **Your** policy schedule) for the loss or damage of ceremonial swords and accompanying regalia whilst in **Your** possession.

Limitations

1. Cover under this section is provided from 7 days prior to the **Wedding Date** until 24 hours after the **Wedding Date** or when a claim is made, whichever occurs first.

Exclusions

1. **Weddings** and **Receptions** taking place outside of the United Kingdom, the Channel Islands or the Isle of Man.
2. Any claim where the **Security Requirements** have not been complied with.
3. **Theft** unless (i) **You** have reported the **Theft** to the nearest police authority as quickly as possible, and in any event within 24 hours of discovery (ii) **You** have obtained a police crime reference number and details of the police station the crime was reported to (iii) **You** did everything **You** reasonably could to recover the **Stolen** property.
4. **Theft** by a person or persons to whom the ceremonial swords or accompanying regalia was entrusted.
5. Loss or damage suffered by **You** as a result of being deceived into knowingly parting with the ceremonial swords or accompanying regalia.
6. Property being confiscated or detained by any government of any country, the armed forces of any country or any civil, public, law enforcement, police or other authority of any kind.
7. The **Excess** as shown in **Your** policy schedule.

SECTION 13 – EXTENDED CANCELLATION COVER

Cover

“Cancellation” cover provided in Section 1 is extended by up to the amount shown in **Your** policy schedule.

NOTE: exclusions applying to Section 1 also apply to Extended Cancellation Cover.

Exclusions

1. Any amount shown in **Your** policy schedule for “cancellation” cover under Section 1.
2. Any amount shown in **Your** policy schedule for “rearrangement” cover under Section 1.

SECTION 14 – EXTENDED PUBLIC LIABILITY COVER

Cover

Public Liability cover provided in Section 9 is extended up to the amount shown in **Your** policy schedule.

NOTE: exclusions applying to Section 9 also apply to Extended Public Liability Cover.

Exclusions

1. Any amount shown in **Your** policy schedule for Public Liability cover under Section 9.

SECTION 15 – PUBLIC LIABILITY FOR GUESTS

Cover

Public Liability cover provided in Section 9 is extended to cover **Guests** (up to the amount shown in **Your** policy schedule).

NOTE: exclusions applying to Section 9 also apply to Public Liability for Guests.

Exclusions

1. Any amount shown in **Your** policy schedule for Public Liability cover under Section 9.

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CONDITIONS OF SETTLING CLAIMS

1. All losses must be substantiated by **Proof of Purchase**. **You** must provide valuations, reports, information etc. at **Your** own expense if **We** request them.
2. **You** must provide all such information, explanations, proof of ownership and other such evidence as **We** may reasonably require.
3. **You** must not dispose of any damaged item until **We** have had a chance to inspect them.
4. If any information is provided in a foreign language, **You** will be responsible for any costs involved in translating the information provided.
5. If **Your** policy renews or is upgraded after the start of a claim but prior to settlement, **We** will assess the settlement amount on the cover level shown in **Your** policy schedule as applicable at the date of the incident. **You** cannot increase the level of cover applicable to **Your** policy after the occurrence of the incident.
6. In the event of claims settlement becoming due **We** will issue settlement by BACS transfer. Where bank account details have not been provided or this is not possible settlement will be despatched by cheque. Settlement will be issued to **You** unless otherwise requested. **You** can request an alternative payee by ticking the relevant box on the claim form **You** fill in and by providing the third party name.

GENERAL CONDITIONS

1. **You** must take all **Reasonable Precautions** to prevent loss, damage or accidents and maintain any property covered under the policy in a sound condition.
2. Anyone claiming insurance under this policy must comply with its terms as far as they can apply.
3. **You** must co-operate fully and truthfully to give **Us** any information **We** may need.
4. Where **You** maliciously and / or recklessly fail to disclose a **Material Fact** at policy inception, review or when making a claim **We** may (i) reject **Your** claim (ii) endorse **Your** policy (iii) void **Your** policy and/or (iv) retain **Your** premium.
5. **You** must observe and fulfil all the terms, conditions and endorsements of the policy otherwise **We** may not be liable under the policy.
6. **You** must notify **Us** as soon as possible of any change in circumstances relevant to this policy. Failure to do so may invalidate **Your** policy. **We** reserve the right to alter the terms of **Your** policy immediately after **We** are notified of such changes.
7. When **We** invite **You** to renew **Your** policy **We** may, at **Our** discretion alter premiums, cover, terms and conditions as **We** deem necessary for any reason including such factors as an item's age.
8. If any loss, damage or liability is insured by any other policy (or would be insured if this policy did not exist) **We** will not be liable for the whole claim. **We** will only pay anything over the amount which should have been paid under that policy (or policies) if this insurance had not been taken out.
9. **We** are liable only if **We** have received the correct premium before the start of each **Policy Term** or within the credit period if **We** have allowed one to a broker or intermediary.
10. If **You** pay **Your** premiums by direct debit or credit/debit card and **You** default on any payment, **We** will add a charge of £3.99 to **Your** next payment.
11. **We** will deduct any amount due to **Us** from any claim settlement.
12. If any insured item consists of articles in a pair or set, the policy will not cover more than the value of any particular part or parts that are lost, destroyed, or damaged. **We** do not insure any special value that the article or articles may have as part of a pair or set, nor more than a proportionate part of the insured value of the pair or set.
13. If any dispute arises as to the amount to be paid under the policy, it may be referred to an arbiter to be appointed by the parties in accordance with the statutory provisions in force at the time. The provision for arbitration adds to **Your** legal rights and does not replace them.
14. This insurance will stop covering any item as soon as **You** sell it or part with any interest in it, whether temporarily or permanently.

POLICY WORDING

GENERAL EXCLUSIONS

This policy does not cover the following:

1. Any losses which are not expressly covered by the terms and conditions of this policy.
2. Any claim made, or any event causing the need for a claim to be made, that occurs before **Your** policy began.
3. Any claim that results from or arises in connection with the fact that **You** cannot travel to, or return from, a country or an area because the advice of the Foreign and Commonwealth Office (FCO) is not to travel to this country or area.
4. Any loss or damage caused or contributed to by the act or omission of a **Relevant Authority**, or a failure to comply with the formal or informal guidance, the advice, a recommendation, or an order (or any communication with similar effect to any of the foregoing) issued, made or given by a **Relevant Authority**.
5. Business use, hiring or lending out unless specifically endorsed in **Your** policy schedule.
6. Claims that are wholly or partially false, exaggerated, or fraudulent.
7. Claims that are directly or indirectly connected with, or arise from, a malicious, wilful, or criminal act or omission by:
 - (a) **You** or someone acting on **Your** behalf; or
 - (b) someone caring for or in control of **Your Wedding Rings, Flowers, Cake, Attire, Stationery, Gifts, Wedding Photography or Video, Marquee, or Ceremonial Sword** or
 - (c) a **Close Relative**, or someone who lives with **You** whether as a cohabitee, tenant or on any other basis; or
 - (d) **Your** agents, employees, licensees, **Guests**; and/or
 - (e) any other person who is in a contractual or business relationship with **You**.
8. Any direct or indirect loss or damage caused as a result of **Your Wedding** or **Reception** being used for illegal activities.
9. Any amount greater than the amount shown in **Your** policy schedule.
10. The cost of any repair or replacement which improves **Your** items beyond the condition they were in before they were **Accidentally Damaged** or **Stolen**.
11. Any reduction in the **Market Value** of **Your** items following any repair whether or not undertaken as a result of any claim under this policy.
12. Loss or damage because **You** are not the rightful owner.
13. Loss or damage caused by domestic pets.
14. Property more specifically insured elsewhere.
15. The cost of replacing any undamaged item or parts of items forming part of a set where the remaining item or items are still usable and the loss or damage occurs within a clearly identifiable area or to a specific part and replacements cannot be matched.
16. Deliberate loss or damage caused by **You** or any user of **Your** Items.
17. Depreciation, deterioration, mechanical or electrical breakdown, breakages, manufacturing defects, wear and tear, damage or loss caused by moth, vermin, rot, mildew, water leakage of any cause, or any gradually operating process or deliberate damage by **You** or any user of **Your** items.
18. Faulty workmanship, defective design or the use of defective materials, repairing, restoring, renovating, cleaning or dyeing.
19. Loss or damage by fraud, trick, false pretences, use of stolen, forged or invalid cheques/drafts/bank notes and the like or someone pretending to be a buyer or an agent.
20. Any liability that arises only because of an agreement.
21. Any loss, injury, damage, illness, death or legal liability caused by or arising from the failure of any computer hardware or software or any other electrical equipment.
22. Any loss, damage, liability, cost or expense of any kind directly or indirectly caused by, or in any way connected with:-

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- (a) war, invasion, and/or the act of terrorists and/or foreign enemies (whether war has been declared or not);
 - (b) a coup, military power, civil war, rebellion, revolution, insurrection, riot, civil commotion and/or civil unrest;
 - (c) strikes, lock-outs and/or industrial unrest;
 - (d) looting in connection with any of a, b and/or c,
- wherever in the world these events may occur.

23. Any loss, damage, liability, costs or expense of any kind directly or indirectly caused by, or in any way connected with:

- (a) a nuclear or radioactive accident, explosion, escape, waste and/or contamination; and/or
 - (b) pressure waves caused by aircraft or other aerial machines or devices of any kind,
- wherever in the world these events may occur.

24. Any loss, damage, liability, cost or expense of any kind directly or indirectly caused by, resulting from or in connection with any act of terrorism, wherever in the world that act of terrorism might occur. For the purposes of this exclusions, 'terrorism' means the use, or threat of use, of biological, chemical and/or nuclear form or contamination by any person(s), whether acting alone or on behalf of or in connection with any organisations(s) or governments(s), committed for political, religious, ideological or similar purposes, including the intention to influence any government(s) or put any section of the public in fear.

25. In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means of inflicting harm, of any computer, computer system, computer software programme, malicious code, the process of any other electronic system, or a Virus or Similar Instrument.

26. **We** do not cover any claim (i) caused directly or indirectly or contributed to by **You**, a **Close Relative** or anyone else upon whom the wedding or reception depends on suffering from **Coronavirus**; or (ii) any loss, injury, damage, illness, death or legal liability, directly or indirectly, caused by, happening through, in consequence of or contributed to by:

- (a) any fear or threat (whether actual or perceived) of **Coronavirus**; and/or
- (b) any action taken in controlling, preventing, suppressing or in any way relating to any epidemic, pandemic or outbreak of **Coronavirus**.

If **We** allege that, by reason of this exclusion, any claim is not covered by this insurance the burden of proving the contrary shall be upon the policyholder.

27. **We** do not cover any loss, injury, damage, illness, death or legal liability, directly or indirectly, caused by, happening through, in consequence of or contributed to by:

- (a) an epidemic, a pandemic, influenza, notifiable disease, virus, bacteria or contagion, or any derivation or variant thereof;
- (b) arising from any fear or threat (whether actual or perceived) of such an epidemic, pandemic, influenza, notifiable disease, virus, bacteria or contagion;
- (c) any action taken in controlling, preventing, suppressing or in any way relating to any epidemic, pandemic or outbreak of such influenza, notifiable disease, virus, bacteria or contagion.

If **We** allege that, by reason of this exclusion, any claim is not covered by this insurance the burden of proving the contrary shall be upon the policyholder.

28. We do not cover any loss, injury, damage, illness, death or legal liability, directly or indirectly caused by, happening through, in consequence of, or contributed to by an illness or disease transmitted from animals to humans.

29. **We** do not cover any loss, injury, damage, illness, death or legal liability, directly or indirectly, caused by, happening through, in consequence of or contributed to by an act or omission of the UK, Channel Islands or Isle of Man government or any member of that government, the UK's armed forces, or any UK, Channel Islands or Isle of Man regulatory, law enforcement or other authority of any kind, whether that act has the force of law, or is merely part of the formal or informal guidance issued or given by, or made or given by, such persons, forces or authorities as the case may be.

MAKING A CLAIM

On discovering any event giving rise or likely to give rise to a claim under the policy, **You** must immediately notify and give full details to: The Insurance Emporium, Thorpe Underwood Hall, Ouseburn, York, North Yorkshire, YO26 9SS by completing and returning a claim form. It is **Your** responsibility to ensure that all the information submitted is correct.

We cannot make any decision regarding **Your** claim without a claim form. The quickest and easiest way to obtain a claim form is on **Our** website. Log on to www.theinsuranceemporium.co.uk and **You** will be able to download a claim form from the Claims section. If **You** do not have access to the internet, please contact **Us** either by email at claims@emporium.co.uk or by phone on 03300 244 006 and **We** will be able to send **You** a claim form through the post. If **You** need any assistance with any aspect of **Your** claim, please either email or call **Us**.

Once **We** have received **Your** claim form, **We** will send an acknowledgement of receipt. **We** will then only contact **You** again if **We** require any further information to process **Your** claim; **We** ask that **You** co-operate fully and truthfully to

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give **Us** any information **We** may need. Once the claim has been completed, **We** will notify **You** of **Our** decision. If **You** have not had any contact from **Us** within 5 working days of sending the claim form, please contact **Us** either by email at claims@emporium.co.uk or by phone on 03300 244 006.

If **You** wish to appeal against a decision made regarding **Your** claim (including the assessment or the outcome), please write to the Claims Manager. If **You** wish to submit a formal complaint, please refer to **Our** Complaint Handling Procedure.

POLICY ALTERATION OR REINSTATEMENT

If **You** wish to make a change to **Your** policy after the first 14 days of policy inception or, if for any reason **We** reinstate **Your** policy, a £10 administration fee applies to any amendments made. Any increase or improvement in cover will be subject to a 14 day deferment period.

CANCELLATION RIGHTS

You can cancel at any time.

If **You** cancel within the first 14 days of policy inception, and no claim has been made, **You** will receive a full refund of any premium paid.

If **You** have a monthly policy, cover will be cancelled with effect from the date **Your** next policy premium is due.

If **You** have an annual policy and have not made a claim, a return of premium will be issued in accordance with **Our** cancellation rates, as follows:

Time on risk	Percentage of premium returned
One month	80% less £10
Two months	70% less £10
Three months	60% less £10
Four months	50% less £10
Five months	40% less £10
Six months	30% less £10
Seven months	25% less £10
Eight months	20% less £10
Over nine months	Nil

If **You** have made a claim, **You** will not be entitled to any refund.

We may cancel this insurance with immediate effect at any time, for any valid reason, by giving written notice. If **We** do, **We** will return the premiums paid, in accordance with the above table. Valid reasons include, but are not limited to **You** or anyone acting on **Your** behalf being aggressive towards **Our** employees, fraud or attempted fraud by **You** or anyone acting on **Your** behalf and/or **Your** failure to abide by any request from **Us** to take specified precautionary measures. If **We** cancel this policy **Our** liability then ceases immediately but without affecting **Your** or **Our** rights under the policy up to the cancellation date. Notice will be treated as sufficiently given if sent to an email or postal address provided by **You** to **Us**. No refund will be made, if the amount that would otherwise have been due (after cancellation and other relevant charges) would have been £25 or less.

Should **You** wish to alter **Your** policy or cancel it please contact **Our** office. This can be done in writing at the address noted below, by phone on 03300 244 005, or email hello@emporium.co.uk.

For alterations and cancellation at renewal please write to the address noted below, telephone 03300 244 005, or email hello@emporium.co.uk. If **You** have not received an acknowledgement from **Us** within 14 days of sending details, **You** must post the details by recorded delivery.

If **You** wish to appeal against any decision regarding the administration of **Your** policy (new business, mid-term or renewal), please write to the Customer Contact Manager. If **You** wish to submit a formal complaint, please refer to **Our** Complaint Handling Procedure.

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COMPLAINT HANDLING PROCEDURE

If **You** are unhappy with any aspect of **Our** service and wish to make a formal complaint, please put **Your** complaint in writing and address **Your** complaint to the Chief Executive Officer. **We** will issue a response within 8 weeks from the date **We** receive **Your** complaint.

All correspondence should be addressed to The Insurance Emporium, Thorpe Underwood Hall, Ouseburn, York YO26 9SS.

If **You** do not receive satisfaction through **Our** internal complaint handling procedure, **You** may refer **Your** complaint to the Financial Ombudsman Service within 6 months of the date of the Chief Executive Officer's response:

- address: Exchange Tower, London, E14 9SR
- tel: 0800 023 4 567 or 0300 123 9 123
- email: complaint.info@financial-ombudsman.org.uk
- website: www.financial-ombudsman.org.uk

FAIR PROCESSING NOTICE

We take your privacy very seriously. Please read this Fair Processing Notice carefully as it contains information on who we are, how and why we collect, store, use and share personal information, your rights in relation to your personal information and on how to contact us and supervisory authorities in the event that you have a complaint.

We collect, use and are responsible for certain personal information about you. When we do so we are subject to the General Data Protection Regulation which applies across the European Union (including in the United Kingdom) and we are responsible as "joint controllers" of that personal information for the purposes of those laws.

Who are we?

When we refer to "we" "us" and "our" in this notice it means The Equine and Livestock Insurance Company Limited, its trading names and Appointed Representatives shown below:

The Equine and Livestock Insurance Company Limited
trading as:

- The Insurance Emporium
- Breeder Choice
- Dove Pet Care
- E&L
- Kamkit
- National Pet Register
- www.horse-insurance.co.uk
- www.pet-insurance.co.uk
- www.insurance4mycaravan.co.uk
- www.my-weddinginsurance.co.uk

Entertainment & Leisure Insurance Services Ltd (Appointed Representative)

Lifestyle Policy Limited (Appointed Representative)

Entertainment and Leisure Insurance Services (Jersey) Ltd (Appointed Representative)

We are joint controllers of your personal information. For details as to the joint controller arrangement in place between the parties, please contact us using the details set out in the "**How to contact us**" section below.

When we say "you" and "your" in this notice, we mean anyone whose personal information we may collect, including:

- anyone seeking an insurance quote from us or whose details are provided during the quotation process
- policyholders and anyone named on or covered by the policy
- anyone who may benefit from or be directly involved in the policy or a claim, including claimants and witnesses

What is personal information?

It is any information relating to an identified or identifiable individual.

What personal information do we collect?

We may collect the following types of personal information from you, your representative or from information you have made public, for example social media:

- your name and contact information, including email address and telephone number
- information to enable us to check and verify your identity, e.g., your date of birth, portal password
- your financial details such as direct debit or payment card information

- details of any other insurance you hold if it is relevant to your claim
- photographs and/or video to help us assess your claim
- your claim history
- your medical information if it is relevant to your policy or claim
- your criminal convictions if it is relevant to your policy or claim
- your accessibility details if we need to make reasonable adjustments to help
- your business activities if it is relevant to your policy or claim

This personal information is requested to provide products and services to you. If you do not provide the personal information we ask for, it may delay or prevent us from providing products and services to you.

How do we collect your personal information?

We collect most of this personal information directly from you – in person, by telephone or email and via our website and customer portal. However, we may also collect information from:

- publicly accessible sources e.g., Companies House or HM Land Registry
- cookies on our website – for more information on our use of cookies, please see our cookies policy
- veterinary and/or referral practices, charities and breeders
- any other insurer with whom you have relevant insurance
- emergency services, law enforcement agencies, medical and legal practices
- brokers and affiliates
- suppliers of repair or replacement estimates
- loss adjusters and our consultant veterinary advisors
- other involved parties, for example, claimants or witnesses

How and why we use your personal information

Under data protection law, we can only use your personal information if we have a proper reason for doing so, e.g.:

- to comply with our legal and regulatory obligations (*“Compliance with Law”*)
- for the performance of our contract with you or to take steps at your request before entering into a contract (*“Performance of a Contract”*)
- for our legitimate interests or those of a third party (*“Legitimate Interests”*)
- where you have given consent (*“Consent”*)

A legitimate interest is when we have a business or commercial reason to use your information, so long as this is not overridden by your own rights and interests.

What we use your personal information for

- to provide quotes, administer policies and claims
Lawful basis: Performance of a Contract
- to prevent and detect fraud against you or us
Lawful bases: Compliance with Law or Legitimate Interests (to protect You or Us from fraud)
- processing necessary to comply with professional, legal and regulatory obligations that apply to our business
Lawful basis: Compliance with Law
- gathering and providing information required by or relating to audits, enquiries or investigations by regulatory bodies
Lawful Bases: Compliance with Law or Legitimate Interests (to cooperate with regulators)
- ensuring business policies are adhered to e.g., policies covering security and internet use
Lawful basis: Legitimate Interests (to comply with our policies)
- ensuring the confidentiality of commercially sensitive information
Lawful basis: Legitimate Interests (to maintain confidentiality of sensitive information)
- statistical analysis to help us manage our business e.g., in relation to our financial performance, customer base, product range or other efficiency measure
Lawful basis: Legitimate Interests (to operate our business in a more efficient manner)
- preventing unauthorised access and modifications to systems
Lawful bases: Compliance with Law and Legitimate Interests (to protect the integrity of our systems)
- updating and enhancing customer records
Lawful basis: Legitimate Interests (to operate our business properly)
- statutory returns
Lawful basis: Compliance with Law
- marketing our services and those of selected third parties to:
 - existing and former customers
 - third parties who have previously expressed interest in our products
 - third parties with whom we have no previous dealings*Lawful bases: Consent or Legitimate Interests (to develop and grow our business)*
- external audits and quality checks and the audit of our account
Lawful bases: Compliance with Law or Legitimate interests (to ensure that our business is being run in an appropriate manner)

Promotions communications

We may use your personal information to send you updates (by email, text message, telephone or post) about our products, including exclusive offers, promotions and new products.

We have a legitimate interest in processing your personal information for promotional purposes (see above “**How and why we use your personal information**”). This means we do not usually need your consent to send your promotional communications. However, where consent is needed, we will ask for this consent separately and clearly.

We will always treat your personal information with the utmost respect and never sell it to other organisations for marketing purposes.

You have the right to opt out of receiving promotional communications at any time by:

- contacting us at data@emporium.co.uk
- using the “unsubscribe” link in emails
- write to us at the address shown in “**How to contact us**” below

We may ask you to confirm or update your marketing preferences if you instruct us to provide further products in the future, or if there are changes in the law, regulation or the structure of our business.

Who do we share your personal information with?

We may share your personal information with:

- third parties we use to help deliver our products and services to you e.g., payment service providers, repairers, veterinary advisors, legal advisors and loss adjusters
- other third parties we use to help us run our business, e.g., marketing agencies, website hosts, online review platforms
- third parties approved by you e.g., social media sites you choose to link your account to or third party payment providers
- Insurance Fraud Bureau
- other insurers, reinsurers, insurance intermediaries, regulators, law enforcement and the Financial Ombudsman Service (FOS) and other companies that provide services to us or you

We only allow our service providers to handle your personal information if we are satisfied that they take appropriate measures to protect your personal information. We may also share personal information with external auditors, e.g., in relation to accreditation and the audit of our accounts.

We may disclose and exchange information with law enforcement agencies and regulatory bodies to comply with our legal and regulatory obligations.

We may also need to share some personal information with other parties, such as potential buyers of some or all of our business or during a re-structuring. Usually, information will be anonymised but this may not always be possible. The recipient of the information will be bound by confidentiality obligations.

Where do we hold your personal information?

Information may be held at our offices, third party agencies and service providers (see above: “**Who do we share your personal information with?**”)

Some of these third parties may be based outside the European Economic Area. For more information, including on how we safeguard your personal information when this occurs, see below: “**Will we transfer your personal information out of the EEA?**”

How long do we keep your personal information?

We will keep your personal information for as long as we need it to administer your policy or manage our business. Thereafter, we will keep your personal information for as long as is necessary:

- to respond to any questions, complaints or claims made by you or on your behalf
- to show that we treated you fairly
- to keep records required by law

We will not retain your personal information for longer than necessary for the purposes set out in this notice.

Will we transfer your personal information out of the EEA?

To deliver services to you, it is sometimes necessary for us to share your personal information outside the European Economic Area (EEA). These transfers are subject to special rules under European and UK data protection law. Non-EEA countries do not have the same data protection laws as the United Kingdom and EEA. Where personal information is transferred to and stored in a country not determined by the UK or the European Commission as providing adequate steps of protection for personal information, we take steps to provide appropriate safeguards to protect your personal information, including entering into standard contractual clauses approved by the UK or the European Commission, obliging recipients to protect your personal information.

If you would like further information on the specific mechanism used by us when transferring your personal information outside of the UK or the EEA, please contact us using the details set out in the “**How to contact us**” section below.

What are your rights?

You have the following rights, which you can exercise free of charge:

- Access - the right to be provided with a copy of your personal information
- Rectification - the right to require us to correct any mistakes in your personal information
- To be forgotten - the right to require us to delete your personal information – in certain situations
- Restriction of processing - the right to require us to restrict processing of your personal information – in certain circumstances e.g., if you contest the accuracy of the data
- Data portability - the right to receive personal information you provided to us, in a structured, commonly used and machine readable format and/or transmit that data to a third party – in certain situations
- To object - the right to object:
 - at any time to your personal information being processed for direct marketing
 - in certain other situations to our continued processing of your personal information e.g., processing carried out for the purpose of our legitimate interests
- Not to be subject to automated individual decision-making -
 - The right not to be subject to a decision based solely on automated processing (including profiling) that produces legal effects concerning you or similarly significantly affects you

For further information on each of those rights, including the circumstances in which they apply, please contact us or see the Guidance from the UK Information Commissioner's Office (ICO) on individuals' rights under the General Data Protection Regulation.

If you would like to exercise any of those rights, please:

- request and complete a Data Subject Access Request form; or
- email, call or write to us — see below: “**How to contact us**”; and
- let us have enough information to identify you (e.g., your full name, address and policy number); and
- let us have proof of your identity and address (a certified copy of your driving licence or passport and a recent utility bill); and
- let us know what right you want to exercise and the information to which your request relates.

How do we keep your personal information secure?

We have appropriate security measures to prevent information from being accidentally lost, or used or accessed unlawfully. We limit access to your personal information to those who have a genuine business need to access it. Those processing your information will do so only in an authorised manner and are subject to a duty of confidentiality.

We also have procedures in place to deal with any suspected data security breach. We will notify you and any applicable regulator of a suspected data security breach where we are legally required to do so.

If you want detailed information from Get Safe Online on how to protect your information and your computers and devices against fraud, identity theft, viruses and many other online problems, please visit www.getsafeonline.org. Get Safe Online is supported by HM Government and leading businesses.

What if I believe my personal information has been mishandled?

We encourage you to contact us in the first instance - see below: “**How to contact us**” but you are entitled to go directly to the Information Commissioner's Office (ICO) at www.ico.org.uk or telephone 0303 123 1113.

How to contact us

Please contact us by post, email or telephone if you have any questions about this notice or the information we hold about you.

Data Protection Officer
Thorpe Underwood Hall
Ouseburn
York
YO26 9SS
e: gdpr@emporium.co.uk
t: 01423 333483

Changes to our Fair Processing Notice

We may change this notice from time to time; the most recent version will always be available on our website.

APPENDIX - SECURITY REQUIREMENTS

You must adhere to the following **Security Requirements** otherwise **Your** insurance may be invalid and **We** may reject a claim:

HOUSE / APARTMENT / WEDDING VENUE / RECEPTION VENUE

- brick, concrete or stone private house of standard construction with a slate, tiled or multi-layered roof
- a self-contained apartment within the above
- the location at which the booked wedding or reception takes place

The items must be kept inside with security devices in operation.

UNATTENDED VEHICLE BETWEEN 6AM AND 9PM

1. All doors, windows and other openings of the vehicle are left closed, securely locked and fastened; AND
2. Any security devices installed in the vehicle are in operation; AND
3. The items must be stored out of sight; AND
4. Vehicle must have (i) valid motor insurance (ii) valid MOT where applicable (iii) current Vehicle Excise Duty where applicable and (iv) all windows and locks capable of rendering the vehicle secure.

UNATTENDED VEHICLE BETWEEN 9PM AND 6AM

1. All doors, windows and other openings of the vehicle are left closed, securely locked and fastened; AND
2. Any security devices installed in the vehicle are in operation; AND
3. The items must be stored out of sight; AND
4. Vehicle must have (i) valid motor insurance (ii) valid MOT where applicable (iii) current Vehicle Excise Duty where applicable and (iv) all windows and locks capable of rendering the vehicle secure; AND
5. Vehicle must be fitted with a Thatcham category 1 alarm / immobiliser OR category 2 immobiliser OR category 3 steering lock. If any category 1 or 2 device is not factory fitted, it must have been installed by an approved installer and evidence of this must be provided in the event of a claim.