

# Wedding Insurance Policy Wording



# **NWS WEDDING INSURANCE SERVICES**

#### Who are NWS Wedding Insurance Services

NWS Wedding Insurance Services, a trading name of Event Insurance Services Ltd. Event Insurance Services Limited is a specialised intermediary operating within the private and corporate sectors. Our policies provide affordable, reliable insurance, tailored to fit the scale and style of the occasion.

This is our Wedding Insurance Policy, a comprehensive event insurance policy for couples getting married.

This document contains the terms and conditions of the policy. We don't use any small print. All our T's & C's are all the same size. We aim to provide examples and help texts for key pieces of information.

Here to Help! – any content within the wording, highlighted in this fashion does not form part of the contract. These notes are here to help you and provide additional information, to make certain sections or phrases easier to understand.



#### This Insurance...

This insurance is arranged by NWS Wedding Insurance Services, a trading name of Event Insurance Services Ltd and underwritten by UK General Insurance Ltd on behalf of Great Lakes Insurance SE. Great Lakes Insurance SE is a German insurance company with its headquarters at Königinstrasse 107, 80802 Munich. UK Branch Office: Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ..

Event Insurance Services Ltd is authorised and regulated by the Financial Conduct Authority.

UK General Insurance Limited is authorised and regulated by the Financial Conduct Authority. Firm Reference No. 310101. **You** can check **Our** details on the Financial Services Register https://register.fca.org.uk/.

Great Lakes Insurance SE, UK Branch, is authorised by Bundesanstalt für Finanzdienstleistungsaufsicht and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Firm Reference No. 769884. Details about the extent of their regulation by the Financial Conduct Authority and Prudential Regulation Authority are available on request.

In return for the payment of Your Premium, **We** will provide the insurance cover detailed in this policy document, subject to the terms, conditions, and limitations shown below or as amended in writing by **Us** and during the period of cover.

#### Some Important Telephone numbers for you:

For Sales & Renewals:

01425 470 360

For Customer Services & Queries:

01425 470 360

To make or discuss a Claim:

01425 470 360

To make or discuss a Complaint:

01425 470 360



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# **HOW TO USE THIS WORDING**

Policy terms and conditions can be confusing. We have endeavoured to make it easier by explaining how to use this booklet and where you can find the information you need.

"Knowing what you are and aren't covered for is essential to any insurance policy or quotation"

Dan Rose Cert CII, Event Insurance Services Ltd, Company Director

#### **Your Documents**

This document should be read in conjunction with two others which you have received with your policy or quotation. These documents form the basis of the contract of the policy. These documents are:

- Your Policy Certificate or Your Quotation,
- Your Statement of Fact

Your **Policy Certificate** or Your Quote will provide you with important information; it will tell you who we are covering and which of our protections you have taken out, and how much you are covered up to in the event of a claim.

When looking at the policy terms and conditions it is important that you check the quote or certificate, so you know which sections you need to read and refer to

Your **Statement of Fact** is your copy of the information you have declared to us. It is this information which we have based our decision to provide you with the insurance or a quotation. It is vital that you make sure the information contained within this document is correct.

#### **Important Words**

In insurance, words or phrases can have special, specific meanings. If something has a special meaning, it is usually because it differs from that of a standard dictionary definition.

These words we highlight in **bold** and have their meanings explained in a glossary, or in some form of help text. The list of special words which we have put together can be found on page 7. Important definitions can affect your policy.

Dangerous Activities – Within our policies, there are certain activities which we have decided are 'dangerous' and not covered under our policy. In our section on Definitions we list out these activities to avoid any confusion, so you know what activities we do and don't cover.

#### Where to find what you're covered for...

When looking at your documents it is important to make sure you know which sections of the wording you need to read.

We have split out our cover into 'Sections'. This is a package policy, where most of the covers in this wording are automatically included. However, sections like Employers Liability, Equipment cover, and Ceremonial Swords are all optional extras.

Each of these sections have their own set of exclusions; which are not covered. This can be an activity at an event like a Bouncy Castle, or a cause of a claim for example damage from Vandalism.



Also included within each section, are any extensions which we may be offering, such as Indemnity to Principal which you may have been asked to make sure is included by your venue or local authority.

In addition to each Sections' individual exclusions, there are certain things which we don't cover that apply to the whole policy such as War. If something is damaged, a person injured, or an event is cancelled because of War it is not something we cover. These are known as General Exclusions

Our policy document lays out our <u>General Exclusions</u> in their own 'chapter' before you get down to the ins and outs of each individual section.

#### What to do if you need to claim

If you experience an incident at your wedding causing you to have to claim under a liability or property section, or your wedding is jeopardised and needs to be cancelled you need to know what to do to make a claim.

Our claims chapter outlines what you need to do, what information you need to provide us and what our responsibilities are. Common things to be aware of are:

- Time frames how long you must report a claim to us.
- Salvage Our right to see or take ownership items involved in a claim.
- Evidence All claims require a degree of evidence to ensure that the claim is honest and covered under the terms of the policy.

Peace of Mind! Knowing that you have the support of an insurance policy to cover a multitude of eventualities is reassuring. Our policy looks to assist you when all other practical steps to recover and prevent losses have been tried.

It is always worth reading this so you are prepared should you need to use the policy.

The last thing to be aware of is that **we** do need to be notified of any incident which takes place and could give rise to a claim in the future. As an example, someone can try to claim against public liability for a **bodily injury** for up to three years after the **wedding ceremony** or **wedding reception**. Not telling us about incidents or problems could affect your position should a claim eventually be made.

#### Conditions of cover

In the same way there are conditions when it comes to making a claim i.e. what you need to do in the event of a claim; there are also conditions which apply to the purchase of the policy and what you should do leading up to the event.

These are things like:

- What to do if you need to cancel the insurance.
- Informing us of any changes to the wedding.
- Explain what basic precautions you need to take when managing the wedding
  - Making sure you prepare and tidy up the venue,
  - o Comply with any manufactures guidelines and instructions of equipment,



By taking out the policy, you are agreeing to these conditions, so do make sure you read and understand them. If there are ever any elements of these conditions (known as <u>General Conditions</u>) or the <u>Claim Conditions</u> which you don't understand, do let us know and we can explain them to you.

#### **Regulatory Information**

As an authorised and regulated company, we must provide you with details about our regulation, who we are, our contact details and what to do if you are not happy with the coverage in the event of a claim. This information is detailed at the end of the policy document.



#### What you should do next...

We strongly recommend that You read this Policy and keep it in a safe place.

Your Policy and certificate should be read carefully to ensure that it meets Your requirements. You must take care to provide Us with accurate information which is correct to the best of Your knowledge. Please check all the Policy details carefully, these set out the information You have given Us.

If You think there is a mistake, or You need to make changes, You should notify Us immediately. Failure to provide correct information or inform Us of any changes could adversely affect Your Policy, including invalidating Your Policy or causing claims to be rejected or not fully paid.

It is also Your responsibility to ensure that this Policy satisfies the requirements of the Venue(s) or local council, if applicable.

If, after reading this Policy, this insurance does not meet Your requirements, please return this Policy and Your certificate to Event Insurance Services Ltd within fourteen days of the date of issue, before the Event Date and providing no claim has been made. Your premium will then be refunded in full. No refund of any part of the premium can be made after the expiry of the 14-day cooling off period.



# IMPORTANT DEFINITIONS

Words or phrases used within this document which have a special meaning.

From this point on in the wording, if a word is highlighted in bold, it will have a meaning which can be found here.

If we have not given a word any special meaning, then you should refer to the Oxford English Dictionary for its meaning as that is what would be referred to if necessary, in the event of any claim.

#### **Abandonment**

The inability to complete the Wedding Ceremony and/or Wedding Reception once it has started.

#### **Accidental Loss**

Property which you have been permanently deprived of its use, as a result of a known accidental incident.

An example of Accidental Loss would be dropping an item of property down a drain where you cannot recover it. <u>Not</u> if an item is lost or misplaced where you are unable to find it.

#### **Adverse Weather Conditions**

Weather conditions which:

- A. Are so severe they cause major disruption to travel services i.e. rail, road, bus or air, resulting in the inability of the **Insured** and guests from attending the **Wedding Ceremonies and/or Wedding Reception**
- B. Cause the venue to become inaccessible or unusable. Evidence will be needed to support any claim, including Photographic evidence, Met Office records and the Health and Safety official's statement.

#### **Aggregate**

Where multiple persons effected by an incident, are treated as a single claim and any settlement is distributed between them.

#### **Bodily Injury**

Death, illness, disease, or physical damage to a person's body.

#### Cancellation

The inability to proceed with the **Wedding Ceremony and Wedding Reception** prior to their commencement where they cannot be postponed.

#### **Ceremonial Attire**

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.

#### **Close Relative**

Your:

- A. Husband, Wife, partner, fiancé, civil or domestic partner,
- B. Parent(s) Grandparent(s), including in-laws and legal guardians,
- C. Children, Step, Adoptive and/or Foster Children, and Grandchild/Grandchildren,
- D. Sibling(s), including in-laws, foster, adoptive and step brother(s) and sister(s).



#### Consultant

A hospital doctor, counsellor, or therapist of senior rank within a specific field.

#### **Dangerous Activity**

Any amusement, display, competition, or activity which **You** are organising and managing (or which is being organised or managed on **Your** behalf) that features in the following list:

- A. Fireworks or Bonfires,
- B. Inflatable play equipment or structures,
- C. Fairground, mechanical or electrical rides of any kind,
- D. Ballooning or flying of any description,
- E. Go-karts of any kind; whether fuel, gravity or pedal powered,
- F. Motorised vehicles of any kind,
- G. Trampolines, gymnastic apparatus, or any activity requiring the use of a safety harness or ropes to prevent or stop a fall from height,
- H. Circus and/or stunt acts,
- I. It's A Knock Out & Total Wipeout competitions,
- J. Canoeing, sailing or the use of water craft,
- K. The shooting of guns or archery,
- L. Pyrotechnic devices and special effects,
- M. Open water swimming,

#### **Employee**

Any person working for **You** (whether they are paid or un-paid), who is under **Your** direct control and supervision carrying out a task on **Your** behalf whilst at the **Wedding Ceremony** and/or **Wedding Reception**. This does *not* include employees of professional **third parties** contracted for the wedding.

#### **Forcible Entry**

Entry which involves physical destruction and/or damage to a locked and **secure location**.

#### **Geographical Limits**

This policy applies to weddings taking place anywhere in the world except for the following circumstances:

- A. Sections 2 Public Liability: No cover for **Wedding Ceremonies** or **Wedding Receptions** taking place in the USA & Canada.
- B. Section 11 (Wedding Equipment), Section 12 (Ceremonial swords extension) and
- C. Section 13 (Employers Liability) do not apply/offer any cover for **Wedding Ceremonies** or **Wedding Receptions** taking place outside of the UK.

#### Insured

**You,** or a **Close Relative** who has made proven, significant, financial contribution on which the **Wedding Ceremony**, **Wedding Reception** or **Wedding Services** depends and who has a permanent UK address.

#### **Permanent Total Disablement**

The total disablement caused by an accidental injury caused by external violent and visible means, which prevents **You** engaging in or attending to any occupation whatsoever for at least 12 months from the date of the accident causing the injury, and at the end of that time, being beyond hope of improvement.

#### **Policy**

The insurance cover outlined in this document, the Policy Certificate, and Statement of Fact.

#### **Policy Certificate**

A document which provides **You** with your proof of insurance. It details the types and levels of cover.



#### **Pollution/Contamination**

The introduction of a harmful or damaging substance into the **Venue** or its surrounding and connecting environment, structures, water, land, or atmosphere.

#### **Postponement**

The unavoidable deferment of the Wedding Ceremony & Wedding Reception to another time.

#### **Pre-existing Medical Condition**

Any medical condition requiring prescribed medication, or condition that has required medical treatment or for which:

- A. Medical treatment is waiting to be received (including surgery, consultations, tests, or investigations) prior to the commencement of the purchase of, and/or applying for the insurance,
- B. Terminal prognosis has been received before the insurance policy has been purchased and/or applied for.

#### **Reasonable and Necessary Additional Costs**

Fair, typical, and best value costs for like for like Wedding Services and/or Ceremonial Attire.

We offer Reasonable and Necessary Additional Costs in the event of needing to rearrange Your Wedding Ceremony and/or Wedding Reception or if you suffer a Failure of Supplier.

#### Secure location

- A. A place which is enclosed and lockable, used to prevent intrusion and protect from harm or loss.
- B. A structure protected by professional security personnel or the **Insured**.

To give you some examples of what we mean when refer to a Secured Location. We mean something like a locked room, locked building, garage, storage unit, safe or cabinet. It is somewhere you can leave an item unattended and it cannot be stolen without breaking and entering taking place.

#### **Statement of Fact**

Your responses to our fact finding, and the declaration on which **We** have based **Our** decision to offer you insurance. Information on this document which is either inaccurate, incorrect, or out-of-date could invalidate your insurance or lead to a claim not being fully paid.

#### **Temporary Structure(s)**

Including, but not limited to marquees, gazebos, tents, staging, seating, shell-scheme frameworks, inflatable structures/buildings, lighting or art installations and sculptures.

#### Venue

The location or locations at which the **Wedding Ceremony** and/or **Wedding Reception** are to be held as detailed in **Statement of Fact**.

#### We, Us, Our, Insurers

UK General Insurance Ltd and/or Event Insurance Services Ltd on behalf of Great Lakes Insurance SE.

#### **Wedding Ceremony**

Ceremony that creates a contract of marriage, which is legally enforceable within the United Kingdom. A renewal of vows. A blessing or faith ceremony which is not legally binding.

#### **Wedding Date**

Day specified in the **Statement of Fact** for the **Wedding Ceremony** to take place.



#### **Wedding Equipment**

Marquee, staging, portable toilets, chairs, tables or other ancillary or requested equipment agreed by us in writing. The equipment must be hired, leased, borrowed, or owned by the **Insured** with evidence that **You** are responsible for the items. The items must be used solely for **Your Wedding Ceremony** and/or **Wedding Reception**.

#### **Wedding Presents**

Gifts including monies presented to The Marrying Couple

#### **Wedding Reception**

The social gathering, within no more than twenty-four hours of the **Wedding Ceremony**.

#### **Wedding Rings**

The ring or rings exchanged by The Marrying Couple at the Wedding Ceremony.

#### **Wedding Services**

Services booked and paid for by You for Your Wedding Ceremony and/or Wedding Reception.

#### You, Your

The Marrying Couple as described on the Policy Certificate and Statement of Fact.





### **GENERAL EXCLUSIONS**

These are things which are <u>not</u> covered under this Policy and apply to every Section of cover We offer.

It is important that You read these, as well as the exclusions which apply just to the sections which you have cover for. You can always check which Sections you are and aren't covered for on you Policy Certificate.

#### 1. Radiation

Any direct or indirect consequence of:

Irradiation, or contamination by nuclear material; or

The radioactive, toxic, explosive, or other hazardous or contaminating properties of any radioactive matter; or

Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.

#### 2. War

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.

#### 3. Terrorism

Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.

#### 4. Deliberate Acts

Loss or Damage caused intentionally by You, or by anyone working on Your behalf.

#### 5. Existing Losses & Damage

Loss or Damage occurring prior to the commencement of **Your** insurance cover.

#### 6. Sonic Pressure

Loss or Damage from pressure waves caused by aircraft or other flying devices travelling at sonic or supersonic speeds.

#### 7. Secondary Losses

Additional losses incurred as an indirect result of a single incident claimable under this Policy

Secondary Losses are also known as "Consequential Losses" in insurance jargon. Examples of Secondary Losses could be a loss of earnings following a damaged item or venue. It could be the cost of phone calls made following the theft of a phone.



#### 8. Wear and Tear

Loss or damage because of naturally occurring wear, aging, rusting or corrosion, wet or dry rot, fungus or anything which causes damage over time.

#### 9. Domestic Pets

Loss, damage or **Bodily Injury** caused by domestic pets, insects or vermin.

#### 10. Electronic Data

Any consequence, however caused, including but not limited to a computer virus resulting in electronic data being lost, destroyed, distorted, altered, or otherwise corrupted. For the purposes of this **Policy**, electronic data shall mean facts, concepts and information stored to form useable for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware. For the purposes of this **Policy**, computer virus shall mean a set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.

#### 11. Unexplained Losses or Damage

We will not cover any damage or loss which is unexplained, the result of a disappearance or discrepancies.

An example of an unexplained damage would be where, an item is damaged at a venue, however neither you or the venue are unable to prove how, when, or why the damage happened, or who caused it.

#### 12. Recoverable Losses

Any sums recoverable from any other source.

#### 13. Contractual Disputes

Disputes, arguments or contractual breaches between You and Your Event suppliers.

A Contractual Dispute example would be, if you are not happy with the service provided, the reputation of the company or a contract hasn't been 100% fulfilled.

#### 14. Voluntary Losses

Property or costs which  ${\bf You}$  are not legally responsible for.

#### 15. Theft or Attempted Theft

We will not cover theft or attempted theft:

- (a) at any Venue unless involving Forcible Entry or violent entry to or exit from a building or Secured location;
- (b) of any property whilst in transit and contained in a vehicle used by or on Your behalf unless either:
  - i) 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.



For example, a lockable garage; where you would have to break into a garage, and then subsequently break into the vehicle. We want to make sure that items of value are not left out in the open, unattended.

#### 16. Types of Loss not Covered

We will not cover loss or damage caused by:

- A. electrical or mechanical breakdown;
- B. cleaning, dyeing, repair or restoration;
- C. strikers, locked out workers or persons taking part in labour disturbances;

#### 17. Types of Property not Covered

We will not cover loss of or damage to:

- A. mobile telephones, jewellery (other than costume jewellery), items of clothing (other than costumes), this exclusion is not applicable to sections 3, 7 and 8;
- B. bouncy castles and other inflatable play equipment.





# SECTION 1 – CANCELLATION AND REARRANGEMENT OF WEDDING CEREMONY AND/OR RECEPTION

#### What is Covered

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

There are two parts to this section, and You can only look to claim under one of these two parts:

#### Part 1 - Cancellation & Abandonment

We will reimburse irrecoverable expenses incurred by the Insured, up to the amount shown in the certificate, in respect of Ceremonial Attire or Wedding Services, booked but not used as a direct result of the unavoidable Cancellation or Abandonment of the Wedding Ceremony or Wedding Reception.

Cancellation must be due to any cause which is unforeseen, unavoidable and beyond the control of the **Insured**, unless excluded under this section; whereby the **Wedding Ceremony** and **Wedding Reception** cannot go ahead at any time in the future.

OR

#### Part 2 – Rearrangement & Postponement

We will pay the **Reasonable and Necessary Additional Costs** or expenses incurred by You to avoid or reduce a loss under Part 1 – Cancellation; if circumstances arise that threaten **Cancellation** or **Postponement** of the **Wedding Ceremony** and/or **Wedding Reception**.

Expenses must not exceed the amount of loss claimable under Part 1– Cancellation.

**Postponement** and **Rearrangement** must be due to any cause which is unforeseen, unavoidable and beyond the control of the **Insured**, unless excluded under this section; whereby the **Wedding Ceremony** and **Wedding Reception**.

We will not pay more than the Sum Insured shown under section 1 of the **Policy certificate** in respect of claims arising under either Part 1 & Part 2 of section 1.

Should you need to fully cancel your wedding, you will need to prove that it could, at no point, go ahead in the future. Typically, we see most weddings postponed and rearranged.

#### What is not covered

The following exclusions apply to this section of cover, in addition to the General Exclusions.

- 1. Your disinclination to contract to the marriage as agreed
- 2. Your or failure to comply with legal requirements
- 3. Your failure to obtain the relevant legal documentation.



- 4. Unemployment, other than redundancy qualifying for payment under Redundancy Legislation, occurring within 6 months of the **Wedding Date** and where notice of redundancy is received more than 30 days after the date of issue of the **Policy**.
- 5. Losses arising directly or indirectly from **Your** financial circumstances or those of any person on whom the **Wedding Ceremony** or **Wedding Reception** depends.
- 6. **Wedding** arrangements not honoured by **Your** employer, other than where the Bride or Groom are serving members of the armed forces and are unexpectedly posted overseas having previously having had their leave agreed in writing by their commanding officer.

Commanding officer letters should be sent to us as soon as possible, to help evidence that leave was granted before a claim needs to be made.

- 7. Any increased costs incurred as a result of **Your** failure to notify the provider of any goods of service immediately if it is found necessary to cancel or curtail the **Wedding Ceremony** or **Wedding Reception**.
- 8. Claims arising directly or indirectly from **Your** anxiety, stress, depression or any other mental or nervous disorder unless requiring in-patient treatment in a recognised hospital or where **You** provide a medical certificate from a **Consultant**, specialising in the relevant field, stating that cancellation of the **Wedding Ceremony** is necessary and unavoidable.
- 9. Strikes, labour disputes or government regulated acts.
- 10. Any circumstances which **You** are aware of at the time of purchasing this **Policy** that could reasonably be expected to give rise to a claim; including **Pre-existing Medical Conditions**.

Insurance always operates on what is unknown. If you take out insurance knowing something (i.e. building works at the venue, ill health, supplier closure) will increase the chance a claim is going to be made, this would invalidate the policy and the insurance claim could be considered being fraudulent.

- 11. Losses directly or indirectly occasioned by, happening through, or in consequence of alcoholism, the use of intoxicating drink or 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).
- 12. Losses arising as a result of any unlawful act by **You** or criminal proceedings against **You** or any other person on whom the **Wedding Ceremony** plans depend (other than in the event of **Your** obligation to attend a Court of Law under witness summons, unless such obligation to attend falls within **Your** occupation or professional or other similar capacity).
- 13. Claims for contracted costs charged by the **Venue** or **Wedding** supplier if there is a reduced attendance at the **Wedding Ceremony** or **Wedding Reception**.



- 14. Losses caused or contributed to by the actual or threatened malicious use of pathogenic or poisonous, biological, or chemical materials within the **Geographical Limits**.
- 15. Claims arising through **Adverse Weather Conditions** where the **Policy** was purchased within 14 days of the **Wedding Date**, unless specifically agreed by **Us** in writing.
- 16. Claims arising from unavailability of the **Venue** and essential accommodation facilities for the **Wedding** as a result of any work being carried out there by contractors making it unusable in whole or in part, unless such work is unknown to the **Insured** at the time of booking the **Venue** or incepting the **Policy**, whichever is the latter.
- 17. Claims arising from national, court or religious mourning, whether declared or not, unless the death or the funeral occurs in the same country in which the **Wedding** is scheduled to take place and the date of such death or funeral coincides with the **Wedding Date**.
- 18. Cancellation due to failed or delayed transport arrangements outside of the United Kingdom for Wedding Ceremonies and/or Wedding Receptions taking place within the UK.
- 19. Claims arising out of cancellation caused by the non-appearance, accident, death or illness of a single person who is not a **Close Relative** unless agreed by **Us** in writing.
- 20. We do not cover travel or accommodation costs for Wedding Ceremony and/or Wedding Receptions taking place outside the UK.
- 21. Claims arising out of cancellation caused by the bereavement of a **Close Relative** more than forty days prior to the **Wedding Date**, unless agreed by **Us** in writing.
- 22. Claims arising from lack of attendance of wedding guests, unless the venue is inaccessible, and nobody can attend.



# SECTION 2 – PUBLIC LIABILITY

#### What is covered

We cover claims made against **You**, because of **Your** proven negligence (or the negligence of your guests), which result in **You** being legally responsible for causing:

- A. accidental bodily injury which occurs to a member of the public;
- B. or accidental damage to property not belonging to you;
- C. or accidental obstruction, trespass, nuisance, or interference with any right of way, air, light water, or other easement;
- D. or accidental false imprisonment;

The policy will respond to pay damages, claimants costs and expenses as well as offering defence costs.

Cover is in place whilst at the Venue(s) over the duration of a single **Wedding Ceremony** and/or a single **Wedding Reception**, unless otherwise agreed by us.

Claims which arise out of the same cause of Pollution or Contamination or which feature food & drink are taken together and treated as a single claim.

In the event of **Your** death **We** will, in respect of the liability incurred by **You**, indemnify **Your** next of kin 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.

What is negligence? It is a legal term which relates to a breach of a duty of care which results in damage or injury. Under the public liability, it is your negligence we are covering.

#### What is not covered

The following exclusions apply to this section of cover, in addition to the General Exclusions.

- 1. This section does not cover legal liability arising from:
  - A. loss of or damage to property held in trust by **You** or under **Your** custody or control, but this exclusion shall not apply to **Employees'** personal effects or to premises which **You** have hired or are using for the **Wedding Ceremony** or **Wedding Reception**;
  - B. the ownership, possession or use by **You** or on **Your** behalf of any motor vehicle, trailer or mobile machine or plant in circumstances where compulsory insurance or security is required by Road Traffic Legislation;
  - C. liability in respect of 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;



- D. cover under this section does not apply to **Wedding Ceremonies** and/or **Wedding Receptions** taking place weddings in the USA or Canada;
- cover under this section does not extend to cover the liability of any person other than the Insured for Wedding Ceremonies or Wedding Receptions taking place outside of the UK;
- F. cover under this section does not provide any liability arising from the carrying on of any profession, trade or business;
- G. contractual liability;
- H. liability arising from animals belonging to or in **Your** care, custody or control.
- 2. Unless otherwise agreed by **Us** and acknowledged by specific endorsement to this **Policy**, this section does not cover legal liability arising from:
  - A. **Bodily Injury** to any person or loss of or damage to property caused by or arising from a **Dangerous Activity**;
  - B. any liability assumed by **You** by agreement. *This relates to liability and costs assumed via contract which are deemed unfair, unexpected or which are not Your responsibility.*
  - C. damage to flooring or the ground at the **Venue** except damage to carpets and rugs;
  - D. damage to underground services;
  - E. any wilful or malicious act or any act of vandalism resulting in damage at or to the Venue;
  - F. any liability arising from the intoxicating effects of any alcoholic or illegal substance including prescribed drugs;
  - G. loss or damage caused by the defective erection, use or dismantlement by **You** or on **Your** behalf of any staging, marquees, or **Temporary Structures**.
  - H. Injury to participants because of any sport, game or activity, unless proven to have been caused by your negligence.
- 3. This section does not cover the first £250 of each and every claim for accidental damage to third party property.

#### **Extensions**

We have extended Public Liability to automatically include the following:

#### **Indemnity to Principal**

If **You** enter into any contract or agreement with a Principal responsible for the **Venue** or the organisation of the **Event**, **We** will, if the contract or agreement so requires, and at **Your** request, provide insurance in the terms of this **Policy** in respect of claims brought against such Principal, caused by **Your** negligence and arising in connection with the **Event**, provided that the Principal shall observe, fulfil and be subject to the terms provisions and conditions of the section insofar as they apply.

Should a claim be incorrectly submitted to one of your suppliers, venue or even a local authority; however, you, as our client are at fault and the incident is insurable under our policy; we will



look to indemnify the third party, as if they were insured under this policy. That is what Indemnity to Principal looks to do.

# **SECTION 3 – CEREMONIAL ATTIRE**

#### What is Covered

We will cover You for accidental loss, theft, or damage of/to Ceremonial Attire whilst in Your possession or that of a Close Relative occurring during:

- A. the 3 months immediately before the Wedding Ceremony has taken place;
- B. the 48 hours immediately after the commencement of the **Wedding Ceremony**, but this period shall only apply in respect of hired **Ceremonial Attire**.

We will pay You, up to the amount stated in the certificate, for the value of the Ceremonial Attire at the time of its loss or damage, or at Our option, reinstate or replace it.

#### What is not Covered

Please refer to the General Exclusions, which are applicable to all section.

# **SECTION 4 – WEDDING PHOTOGRAPHYS & VIDEOS**

#### What is Covered

**We** will cover **You**, up to the amount stated in the certificate under this section to refund any non-recoverable amount, or alternatively, reimbursement for unforeseen expenses **You** incur to take/retake **Wedding Ceremony** photographs or videos; because of:

- A. The non-appearance of **Your** professional photographer or videographer; for provable reasons beyond their control.
- B. Any non-recoverable amount which **You** originally contracted to pay, up to the amount shown in the certificate, if all of the photographs or videos originally commissioned and paid for are not provided by the professional photographer or professional video operator contracted for the **Wedding Ceremony**. This is in the event of loss, damage or non-development of film, negatives, or digital media on which the photographic images or video is stored.

#### What is not Covered

The following exclusions apply to this section of cover, in addition to the General Exclusions.

This section does not cover:

A. Losses which may be claimed under section 1 of this **Policy**.



- B. Any costs which are recoverable under the professional photographer or videographer's insurance **Policy/Policies**.
- C. Any contractual breach of the professional photographer or videographer.
- D. Losses arising from the services of non-professional and non-contracted photographers and/or videographers.
- E. Losses because of under or over exposure or poor-quality photography, filming and/or editing.

# **SECTION 5 – FAILURE OF SUPPLIERS**

This section is sometimes referred to as 'Deposits' as it looks to recover costs, when the cancellation of the event isn't threatened, and you don't need to trigger Section 1.

#### What is Covered

If the contractual obligations of any pre-booked **wedding services** supplier are not met because of them, provably becoming insolvent or ceases trading, and it is necessary to arrange alternative equivalent services **We** will pay up to the amount stated in the certificate for irrecoverable deposits and other payments already made, and/or **Reasonable and Necessary Additional Costs** or expenses.

#### What is not Covered

The following exclusions apply to this section of cover, in addition to the General Exclusions.

- A. Any costs which would have been incurred had the original supplier not ceased trading.
- B. Any costs arising from **Wedding Services** which are not pre-booked and agreed in a written contract.
- C. Any losses incurred because of any **wedding services** booked who are family members of the **insured**.





# SECTION 6 – WEDDING TRANSPORT, CAKES AND FLOWERS

On the policy certificate, this section will show a lump sum next to it. That sum is divided equally for each 'part' of the section i.e. £1,000 for cakes, £1,000 for flowers & £1,000 for transport, unless you've agreed something different with us; which will be reflected in the Statement of Fact and Policy Certificate.

#### What is Covered

If during the period commencing seven days immediately prior to the **Wedding Date**:

- A. The professional **Wedding** transportation company with whom the transport arrangements have been made, fails to meet its contractual obligations or
- B. **Accidental Loss** of, theft or damage to the **Wedding Ceremony** flowers whilst in the **Insured's** custody, care, and control or
- C. **Accidental Loss** of, theft or damage to the **Wedding** cake whilst in the **Insured's** custody, care, and control.

#### What is not Covered

The following exclusions apply to this section of cover, in addition to the General Exclusions.

- A. Any costs arising from the Wedding Services which are not pre-booked and agreed in a written contract.
- B. Loss of or damage to the Wedding Ceremony cake and flowers whilst in the custody, care, or control of the supplier.





# SECTION 7 – WEDDING RINGS

#### What is Covered

We will cover You for Accidental Loss of, theft or damage to the Wedding Rings which occurs during the Wedding Ceremony or within the seven days immediately prior to the Wedding Ceremony.

We will pay You, up to the amount stated in the certificate, for the value of the Wedding Ring(s) at the time of loss or damage, or at Our option, reinstate or replace them.

#### What is not Covered

Please refer to the General Exclusions, which are applicable to all section.

## SECTION 8 – WEDDING PRESENTS

#### What is Covered

We will cover You for Accidental Loss of, theft or damage to Wedding Presents whilst they are on display at the Wedding Ceremony or Wedding Reception or locked away in a secured location.

We will pay You, up to the amount stated in the certificate to a maximum of £250 for any one item and £1,500 cash for the value of the Wedding Presents at the time of loss, or at Our option, reinstate or replace them.

If you choose, not to replace the presents, but rather opt for a cash sum, the maximum you can claim for is £1,500. The intention of the cover is to offer indemnity on a like for like basis i.e. replace what has been damaged or stolen.

#### What is not Covered

The following exclusions apply to this section of cover, in addition to the General Exclusions.

- A. Losses not reported to the police within 24 hours of the discovery.
- B. Financial failure of a **Wedding** gift company from which **Wedding Presents** have been purchased but not yet given/received.
- C. Losses or damage of **Wedding Presents** which have been left unattended or unsecured.
- D. **Accidental Loss** or damage to **Wedding Presents** caused by or when in the custody, care, and control of a third party.



# **SECTION 9 – PERSONAL ACCIDENT**

#### What is Covered

**We** will pay the benefit shown in the certificate, up to a maximum of £20,000 per individual, under this section to **You** or, where appropriate, **Your** legal representative(s) if the Marrying Couple sustain an accidental injury caused by external violent and visible means which results in either:

- A. Death;
- B. Permanent loss of limbs and/or loss of sight;
- C. and/or Your permanent, total disablement.

And the Bodily Injury occurred 24 hours prior to or after the Wedding Date.

#### Provided that:

- A. Death or disablement occurs within one year of the **Bodily Injury** and must be directly caused or as a result of the original accident.
- B. 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 policy insofar as it applies to the person for whom such payment has been made.
- C. An independent Medical Practitioner must certify any claim.

This section is a 'benefit' cover, it doesn't operate on an indemnity basis; this means you can trigger other sections of the policy such as Cancellation or Rearrangement (Section 1) as well as Legal Expenses (Section 10).

#### What is not Covered

The following exclusions apply to this section of cover, in addition to the General Exclusions.

This section does not cover:

- A. **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.
- B. Losses arising from accidents involving **You** driving or being carried as a passenger in or on any quadbike, two or three wheeled vehicles of 125cc or over.
- C. This section of the insurance does not cover **Bodily Injury** occurring more than 24 hours before or more than 24 hours after the **Wedding Date**.

#### Conditions specific to this section

If of the Marrying Couple over the age of 65 or under the age of 18 are limited to £1,000 as a maximum benefit per individual.



# **SECTION 10 – LEGAL EXPENSES**

#### What is Covered

We will pay for legal costs and expenses incurred by You, up to the amount specified in the certificate, in the pursuit of legal proceedings by You or Your personal representative(s) for compensation and/or damages, arising from or out:

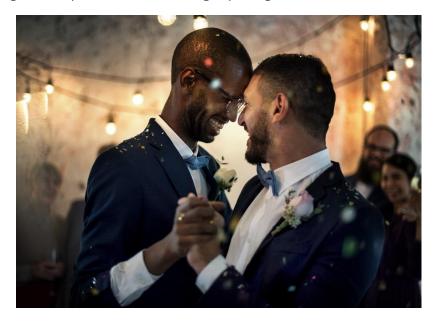
- A. Your injury or death occurring 24 hours before or 24 hours after the Wedding Date.
- B. The denial of any service to the participants by any contracted or potential **Wedding Service Supplier** in contravention of the Equalities Act 2010 or related legislation.

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.

#### What is not Covered

The following exclusions apply to this section of cover, in addition to the General Exclusions.

- A. Any claim brought against any person who has been contracted to supply any aspect of the wedding or **Wedding Reception** including the **Wedding Reception** organiser in relation to **Your** injury or death;
- B. Legal expenses incurred prior to the granting of **Our** support;
- C. Any claim not reported within thirty-one days of the incident giving rise to such claim;
- D. Any claim where We consider Your prospects of success in achieving a benefit are insufficient;
- E. Claims for legal costs where **You** are pursuing legal action relating directly or indirectly to medical negligence or alleged medical negligence;
- F. Claims emerging from the pursuance of a contingent fee agreement between You and Your counsel;
- G. Pursuing claims as part of or on behalf of a group or organisation.





# **SECTION 11 – WEDDING EQUIPMENT**

The Policy Certificate will state whether this section is included in your Policy.

#### What is Covered

Theft, **Accidental loss**, or physical damage to **Wedding Equipment** occurring during the occurring immediately prior, or after the **Wedding Date**; the period not to exceed 4 days in total, unless otherwise agreed by **Us** and acknowledged by specific endorsement to this **Policy** whilst:

- A. At the Venue; or
- B. In transit to or from the **Venue** whilst within the **Geographical Limits** of the **Policy.**

Remember, for equipment to be covered, you need to be able to prove that you are legally responsible for these items.

#### What is not Covered

The following exclusions apply to this section of cover, in addition to the General Exclusions.

- A. Any claims below the amount stated on the **Policy Certificate** as the excess of the section. The excess will also be deducted from any claims settlement made to **You.**
- B. Napery, porcelain, glassware, and brittle items.
- C. We shall not provide cover for the historical, artistic, or sentimental value of items such as, but not limited to, artwork, photographs, and antiques, unless agreed by us, prior to the inception of the **policy**.

For example, if we provide cover for a painting but reproduction costs only i.e. the cost of paint, the cost of canvas etc. not how much the painting may be worth at auction, the sale value, or its artistic value.

#### Conditions specific to this section

#### **Average**

If the **Wedding Equipment** covered at the commencement of any loss, destruction or damage to the **Wedding Equipment** is collectively of greater value than the Limit of Indemnity stated against section 11 in the certificate, **You** will be considered as being **Your** own Insurer for the difference and shall bear a rateable proportion of the loss.

For example, the property You are responsible for is worth £20,000. You choose to insure it for £10,000. You suffer a loss of £5,000. Your Policy will be 'subject to average', meaning the maximum amount that You may recover will be £2,500, less any excess.



#### **Levels of Cover**

We will not reduce or increase the level of cover, or the premium charged for this section after We, or at point of paying a claim.

It is Your responsibility to adequately cover yourself prior to the commencement of the Event.

#### **Settling Claims**

Following Insured damage, We will indemnify You by payment, repair or replacement at Our choice.

Payment will be based upon the value of the Wedding Equipment at the time of loss or damage.

The maximum **We** will pay for any one item is £2,000 unless otherwise agreed by us. If a single item limit of over £2,000 is agreed by us, this will be shown on your **Policy Certificate**.

The most **We** will pay for any claim is the Limit of Indemnity stated against section 11 in the certificate.

# SECTION 12 – CEREMONIAL SWORDS

The Policy Certificate will state whether this section is included in your Policy.

#### What is Covered

Theft, **Accidental loss**, or physical damage to ceremonial swords occurring during the occurring immediately prior, or after the **Wedding Date** (the period not to exceed 4 days in total, unless otherwise agreed by **Us** and acknowledged by specific endorsement to this **Policy** whilst:

- C. At the Venue; or
- D. In transit to or from the **Venue** whilst within the **Geographical Limits** of the **Policy.**

#### What is not Covered

The following exclusions apply to this section of cover, in addition to the General Exclusions.

- A. Losses not reported to the police within 24 hours of the discovery.
- D. We shall not provide cover for the historical, artistic, or sentimental value of the ceremonial swords unless agreed by us, prior to the inception of the **policy**.

# SECTION 13 – EMPLOYERS LIABILITY

The Policy Certificate will state whether this section is included in your Policy.

#### What is covered

We will pay damages and claimants costs and expenses for which You are liable at law and also defence costs and expenses incurred with Our written consent, up to the Limit of Indemnity stated against section 2 in the certificate, as a result of any one claim or series of claims arising out of one incident, in respect of accidental Bodily Injury to any Employee happening on the Wedding Date (unless otherwise agreed by us) within the Geographical Limits in connection with the Wedding Ceremony, Wedding Reception or Wedding Services.



The indemnity provided is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to **Employees** in Great Britain, Northern Ireland, The Channel Islands, and the Isle of Man.

You shall however repay to **Us** all sums paid by **Us** which **We** would not have been liable to pay under the terms of this section but for the provisions of such law.

# What is not covered

The following exclusions apply to this section of cover, in addition to the General Exclusions.

This section does not cover legal liability required to be insured under the Compulsory Motor Insurance provisions of any Road Traffic Act legislation.





# IMPORTANT CONDITIONS

This information forms part of the 'contract' of insurance. When you take out the policy you do so agreeing to the following conditions.

## **Necessary Precautions**

It is a condition of this policy that **You** must:

A. Take all necessary precautions to prevent or reduce the likelihood of a loss, destruction, damage, accident, or injury from occurring,

To give you some idea of what we mean, this clause involves taking practical steps to prevent something going wrong at the event. Depending on what cover you have opted for, will determine the sort of precautions which would be expected.

Precautions you could take to prevent the threat of cancellation would be to look at contingency planning in the form alternative supplier's options and plan alternative routes or means of transport to the wedding venue(s).

Precautions you could take to prevent possible failures of suppliers would be to check reviews and research some of the companies which you intend to use to ensure they are not in financial difficulty or what their services are like.

- B. Maintain the **Venue** (including its fixtures & fittings), machinery, **Event Equipment** in a good and safe state of repair whilst in **Your** custody, care, and control,
- C. Take care in the selection, supervision, and training of any **Employees**.
- D. Comply with any manufacturers guidelines and instructions of any **Event Equipment** used at the **Event**,
- E. Comply with all relevant statutory requirements i.e. lawful requirements relating to the safety of persons and property used at and during the **Event.**

# Change Of Risk or Interest

The **Policy** was agreed based upon information contained within the **Statement of Fact** and that **You** have an insurable interest in the event.

The **Policy** may become void and cease to be in effect if **you** do not contact **us** in relation to one of the circumstances below.

- A. Your Interest in the Wedding ends,
- B. The Insured (You) is being wound up, carried on by a liquidator, or permanently discontinued.
- C. any alteration made either to the **Wedding Ceremony** or **Wedding Reception**, or at the **Venue(s)** or in any property therein or in any other circumstances whereby the risk is increased.
- D. if any information on the **Statement of Fact** is incorrect or has changed between when the policy was issued and the date cover is due to start.

You can contact Us via the phone on 01425 470360 or via email by sending it <a href="mailto:info@events-insurance.co.uk">info@events-insurance.co.uk</a>. If You need to notify us of a change of risk.



# **Policy Cancellation Details**

Insurance policies can be cancelled by **You** and on occasion by **Us.** The information below will detail **Your** rights and **ours** when it comes to cancelling a **policy.** 

#### If You choose to cancel...

If **You** decide that for any reason, this policy does not meet **Your** insurance needs then please return it to the administrator/**Your** agent within 14 days from the day of purchase or the day on which **You** receive **Your** policy documentation, whichever is the later. On the condition that no claims have been made or are pending, **Your** administrator / agent will then refund **Your** premium in full.

If **You** wish to cancel **Your** Policy after 14 days, **You** may be not be entitled to any return of premium. If **We** do offer a refund, **You** would be subject to a £25 administration fee taken from any return of premium **We** offer.

#### Acceptance of Risks

**We** shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 14 days' notice in writing where there is a valid reason for doing so.

#### If We choose to cancel...

...this **Policy** a cancellation letter will be sent to you at **Your** last known address and via email to the email address **We** have on file.

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,
- E. You have not taken reasonable care to provide complete and accurate answers to the questions we ask.

Where **Our** investigations provide evidence of fraud or a serious non-disclosure, **We** may cancel the policy immediately and backdate the cancellation to the date of the fraud or the date when **You** provided **Us** with incomplete or inaccurate information, which may result in **Your** policy being cancelled from the date **You** originally took it out.

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, unless the reason for cancellation is fraud and/or misrepresentation **We** are entitled to keep the premium under the Consumer Insurances (Disclosure and Representations) Act 2012 or the Insurance Act 2015.

#### Choice of Law

Unless some other law is agreed in writing, English law governs this **Policy**. 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** address provided on the **Statement of Fact** is situated.

# Contracts (Rights of Third Parties) Act 1999.

A person or company who is not a party to this **Policy** has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this **Policy** but this does not affect any right or remedy of a third party which exists or is available apart from that Act.



#### **CLAIMS**

This section details not only how to make a claim, but also conditions which apply to the policy relating to claims.

Any loss, or incident which takes place at Your Event, regardless of whether or not someone is trying to make a claim against you; or you have decided to cover the loss yourself; <u>it should be communicated to</u> us.

You should aim to do this as soon as possible, no later than 31 days after the Event Date(s). If you don't notify us, you run the risk of your claims being declined from the outset.

#### How to make a claim

Please contact Event Insurance Services Ltd using the details below:

Write to: Event Insurance Services Ltd Claims Services, FREEPOST, Ringwood, Hants BH24 1AJ

Or call via 01425 470 360

Or send an email to info@events-insurance.co.uk

Event Insurance Services Ltd are open 9am to 5pm, Monday to Friday.

**Your** claim will be handled promptly and by experienced claim handling staff. Event Insurance Services Ltd operates an in-house claims service, committed to meeting **Your** expectations if a claim must be made and ensures the highest standards are maintained.

After **Your** initial contact to **Us,** they will advise **You** on what information may be required and what the next steps will be.

For **Your** information, UK General Insurance Ltd is an agent of Great Lakes Insurance SE and in the matters of a claim act on behalf of Great Lakes Insurance SE.

# Conditional applicable to the claims process

As with the other conditions applicable to the policy, make sure you read and are happy with these because they form part of the contact of insurance along with the conditions in the previous chapter.

#### Actions by the **Insured**

It is a condition of the **policy** and the liability provided by **us** that **you** shall:

- A. Immediately notify **Us** of any incident which could result in a claim under this **policy**;
- B. Immediately notify **Us** of a claim with and deliver to **Us** (at **Your** expense) any evidence as may be necessary for **Us**, and, if required, a statutory declaration of the truth of the claim and any connected or related matters,
- C. Notification, to **Us** of a claim must be given within:
  - 7 days of the Event giving rise to the claim, in the case of loss, destruction, damage, accident or injury caused by riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances or malicious persons;
  - ii. 30 days of the **Event** giving rise to the claim in the case of any other claim, or such further time as **We** may allow; and notwithstanding items b i to ii above, the **Insured** shall immediately



forward any claim by a third party or notice of any proceedings or any other correspondence and information received by the **Insured** relating to such claim on receipt;

- D. Give immediate notification to the police for the following types of incidents:
  - i. Vandalism,
  - ii. Theft or attempted theft,
  - iii. Loss of money by any cause in relation to the event and this policy,

And provide police reports, to provide police reports for all losses arising from theft or attempted theft. for all losses arising from theft or attempted theft.

- E. Make no admission of liability, offer, promise or payment without **Our** written consent;
- F. Inform **Us** immediately of any impending prosecution, inquest or fatal accident enquiry or civil proceedings and send to **us** immediately every relevant document,
- G. Provide **us** with books of account, health & safety documentation or any other information which may be necessary for Us to investigate or verify the claim,
- H. Take all steps to recover lost property and otherwise minimise the claim,
- I. supply a minimum of two quotes for repair or replacement of any damaged property or equipment from two independent companies.

#### **Claims Enquiries**

You must take reasonable care to:

- A. supply accurate and complete answers to all the questions **Your** agent may ask as part of **Your** application for cover under the policy
- B. to make sure that all information supplied as part of **Your** application for cover is true and correct
- C. tell **Your** agent 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 We ask when You take out, make changes to, and renew 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 to **Your** agent is inaccurate or has changed, **You** must inform them as soon as possible.

#### Fraud and Fraudulent Claims

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

- A. fails to reveal or hides a fact likely to influence whether **We** accept **Your** proposal, **Your** renewal, or any adjustment to **Your policy**;
- B. fails to reveal or hides a fact likely to influence the cover **We** provide;
- C. makes a statement to **Us** or anyone acting on **our** behalf, knowing the statement to be false;
- D. sends **Us** or anyone acting on our behalf a document, knowing the document to be forged or false;
- E. makes a claim under the **policy**, knowing the claim to be false or fraudulent in any way;
- F. makes a claim for any loss or damage You caused deliberately or with Your knowledge; or
- G. 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.



#### Conditions precedent

Every condition precedent to which this **Policy** or any section or item thereof is, or may be, made subject shall, from the time the condition precedent attaches, apply and continue to be in force during the whole currency of this **Policy**. Non-compliance with any such condition precedent shall be a bar to any claim under the relevant section(s) of this **Policy**, where the subject matter of the claim was caused by the non-compliance or to the extent that the non-compliance increased it.

#### Subrogation

On receipt of a notification of a claim, We may do the following:

- a) Enter any building following loss or damage
- b) Negotiate, defend, or settle any claim made against You
- c) Prosecute in Your name for Our benefit, any other person in respect of any claim We may have to pay
- d) Appoint a loss adjuster to handle the claim on Our behalf
- e) Arrange to repair the damage to the Building and/or any other property or item and handle any salvage appropriately.

#### Other insurances

If **You** have any other insurance which covers the same loss, damage or liability, **We** will only pay **Our** proportionate share of any claim.

#### Arbitration

A dispute between **You** and **Us** may arise, which may be referred to an arbitrator, who shall be either a solicitor or a barrister who **You** and **We** agree on in writing. If an arbitrator cannot be agreed then an arbitrator will be appointed by the authorised body identified in the current arbitration legislation. The decision of the arbitration shall be final and binding on both parties and he or she will decide who should pay the costs of the arbitration. If costs are awarded against **You**, they are not covered under this policy. This arbitration condition does not affect **Your** rights to take separate legal action.

If a disputed claim is not referred to arbitration within 12 months of **Your** claim being turned down, **We** will treat the claim as abandoned.

#### Partially damaged items

At **Our** discretion, in the event an item or piece of property is only partially damaged **We** will look to cover the costs of the damaged aspects only, rather than cover the full replacement cost. If the damage is severe enough that the item cannot be salvaged, repaired and used, **We** will cover the complete loss. It is **Your** responsibility to attempt to salvage, repair and use the damaged item where possible.

Here is an example of how we would settle a claim for a Partially Damaged Item. If a marquee sustains damage to a panel, and the others along with the frame are all fine and fully functional; We will aim to cover the cost of the replacement panel, rather than the marquee. The Policy would not cover for the replacement value of the whole product unless the item couldn't be repaired. Any settlement value would also be on a like for like basis, not new for old.



# Helping you prepare to make a claim

The evidence we may need to support your claim changes depending on the type of claim and the circumstances surrounding it. In addition, after certain information is provided to **us**, it could lead to additional investigations taking place and more information being required.

Dealing with claims can be a stressful time for anyone, so we would like to help you to be prepared as possible, should you need to make a claim.

Here are a few items that you may be asked for, depending on the type of claim you make:

- Receipts for payments made and/or copies of bank statements
- Copies of contracts and correspondence between you and your suppliers
- Medical certificates and relevant supporting evidence
- Weather reports
- Photographs
- Screenshots and information available on social media sites that could help support your claim
- Copies of estimates for repair and/or replacement of damaged items
- Copies of Risk Assessments, Accident Books & First Aid reports for injury related claims.

This is not a definitive list; however, it covers most of the information that is commonly requested.

You are welcome to contact The Event Insurance Services Ltd.'s specialist Claims team with any queries that you may have, and they'll be happy to help you





# WHAT TO DO IF YOU'RE NOT HAPPY

We always aim to provide the highest possible standards of service, and we welcome all feedback from our customers.

#### Our track record

Event Insurance Services is signed up to Trust Pilot; an independent, online review website.

We are really pleased to be able to say that we have an excellent response from our clients, with almost 2,000 reviews.

We have a rating of 9.5 out of ten; with 85% of our clients giving us five stars.

# How to complain

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:

Complaints regarding:

#### SALE OF THE POLICY OR CLAIMS (EXCEPT LIABILITY CLAIMS)

Please contact Your agent who arranged the Insurance on Your behalf.

If **Your** complaint about the sale of **Your Policy** cannot be resolved by the end of the next working day, **Your** agent will pass it to:

**Event Insurance Services Ltd, FREEPOST Ringwood Hants BH24 1AJ** 

Tel: 01425 470360 (9.00am – 5.00pm Monday – Friday)

Email: info@events-insurance.co.uk

If You did not use and agent, please contact Event Insurance Services Ltd directly, using the details above.

FOR LIABILITY CLAIMS, PLEASE CONTACT:

**Langleys Solicitors LLP** 

Queens House, Micklegate, York YO1 6WG

Tel: 01904 686790

Email: ukg@langleysclaimsservices.com

In all correspondence please state that **Your** insurance is provided by UK General Insurance Limited and quote scheme reference **06641A**.

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 less than £2 million and fewer than ten staff. **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

Website: www.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.

#### **Compensation Scheme**

Great Lakes Insurance SE is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme, if Great Lakes Insurance SE 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 <a href="www.fscs.org.uk">www.fscs.org.uk</a>.

**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, P O Box 300, Mitcheldean, GL17 1DY





# IMPORTANT AND REGULATORY INFORMATION

#### The Consumer Insurance Act

**You** are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act 2012 to take care to:

- A. supply accurate and complete answers to all the questions we or the administrator may ask as part of your application for cover under the policy
- B. to make sure that all information supplied as part of your application for cover is true and correct
- C. tell us of any changes to the answers you have given as soon as possible.

You must take reasonable care to provide complete and accurate answers to the questions we ask when you take out, make changes to and renew your policy. If any information you provide is not complete and accurate, 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.

#### **Instalments & Consumer Credit Agreements**

Neither Event Insurance Services Ltd or UK General Ltd offer any form of instalment facility for the payment of this **Policy**.

#### UK GENERAL INSURANCE LTD PRIVACY NOTICE

We are UK General Insurance Ltd, referred to as "we/us/our" in this notice. Our data controller registration number issued by the Information Commissioner's Officer is Z7739575

This privacy notice is relevant to anyone who uses our services, including policyholders, prospective policyholders, and any other individuals insured under a policy. We refer to these individuals as "you/your" in this notice.

We are dedicated to being transparent about what we do with the information that we collect about you. We process your personal data in accordance with the relevant data protection legislation.

#### Why do we process your data?

The provision of your personal data is necessary for us to administer your insurance policy and meet our contractual requirements under the policy. You do not have to provide us with your personal data, but we may not be able to proceed appropriately or handle any claims if you decide not to do so.

#### What information do we collect about you?

Where you have purchased an insurance policy through one of our agents, you will be aware of the information that you gave to them when taking out the insurance. The agent will pass your information to us so that we can administer your insurance policy.

For specific types of insurance policies, for example when offering you a travel insurance policy, we may process some special categories of your personal data, such as information about your health.

We have a legitimate interest to collect this data as we are required to use this information as part of your insurance quotation or insurance policy with us. We may also process the data where it is necessary for a legal obligation, or as part of the establishment or defence of a legal claim.



#### UK General's full privacy notice

This notice explains the most important aspects of how we use your data. You can get more information about this by viewing our full privacy notice online at http://ukgeneral.com/privacy-notice or request a copy by emailing us at dataprotection@ukgeneral.co.uk. Alternatively, you can write to us at: Data Protection, UK General Insurance Ltd, Cast House, Old Mill Business Park, Gibraltar Island Road, Leeds, LS10 1RJ.

#### Claims & Underwriting Exchange Register

In relation to the Data Protection Act 1998, please be aware **We** may use **Your** personal information to prevent crime. In order to prevent crime, **We** may share it with operators of registers available to the insurance industry to check information and prevent fraud. These include but are not limited to the Claims and Underwriting Exchange Register. **We** may pass **Your** personal information to the operators of these registers, including but not limited to information relating to **Your** Insurance **Policy** and any incident (such as an accident, theft, or loss) to the operators of these registers.

