# Your Wedding Insurance Policy

Many thanks for taking out an Emerald Life policy for your wedding. We hope that your special day is everything you want it to be and we congratulate you on the coming celebration.





### FOUNDERS' MESSAGE

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

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

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

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

### **IMPORTANT CONTACT DETAILS**

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

### To make a claim:

You can download a claim form at: www.emeraldlife.co.uk /wedding-claims-form

Email **Us** at: weddingclaims@emeraldlifeclaims.co.uk

Or call on: 0333 234 3723

### For enquiries about Your policy:

Email **Us** at: <u>customerservice@emeraldlife.co.uk</u>

Or call on: 0330 131 9950

In all correspondence please quote scheme name Emerald Life Wedding Insurance.





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### INTRODUCTION

This insurance is arranged by Emerald Life Limited and underwritten by Aspen Insurance UK Limited and XL Catlin Insurance Company Limited.

### Insurer details:

Aspen Insurance UK Limited's registered office is at 30 Fenchurch Street, London EC3M 3BD. It is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (No. 202644).

XL Catlin Insurance Company Limited's registered office is at 20 Gracechurch Street, London EC3V 0BG. It is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (No. 423308).

They are members of the Financial Ombudsman Service (FOS) and the Financial Services Compensation Scheme (FSCS).

Emerald Life Limited is an Appointed Representative of Commercial and General Limited, which is authorised and regulated by the Financial Conduct Authority.

This contract of insurance is between **You** and **Us**, and is made up of this policy wording and **Your Schedule**. It is based on the statements and information **You** gave **Us** or the information that was given on **Your** behalf when **You** requested the insurance. **We** used certain parts of that information to assess the cover **We** would provide for **You** and to set the premium and policy conditions required for that cover. **You** must check this information carefully and let **Us** know immediately if any part of the information **You** gave **Us** is wrong or has changed.

You should read this policy and Your Schedule together. If Your insurance needs to change or any of the information on which the contract is based changes, We might need to alter the policy. Under the policy conditions, You must inform Us about any changes. We will update Your policy every time We agree to an alteration. We will give You a new Schedule each time We make an alteration. We agree to insure You under the terms and conditions set out in this policy and the sections shown in the Schedule for events causing loss or damage that happen on or after the date of issue on Your Schedule and during the Period of Insurance. Your Schedule advises which sections of this policy apply.

Words in this policy that are in bold and capitalised have the specific meanings given to them in the 'Definitions' section on page 9 of this policy.

We are very flexible and will assist You in making changes to Your cover where We can. You can go online at <a href="www.emeraldlife.co.uk">www.emeraldlife.co.uk</a> and make the changes, email Us at <a href="customerservice@emeraldlife.co.uk">customerservice@emeraldlife.co.uk</a> or give Us a call on 0330 131 9950 and We will update Your cover where possible, which may involve a change in Your premium. Your policy remains in force subject to You paying the requested premium and keeping to the conditions of Your policy.

**We** have not provided **You** with a personal recommendation as to whether this policy is suitable for **Your** specific needs.

In return for accepting **Your** premium, **We** will provide **You** with the benefits applicable to **Your** selected cover subject to the terms and conditions of the policy.





### **SUMMARY OF COVER, LIMITS & EXCESSES**

Section	Cover	Cover Diamond Premier			Premier +	Platinum			
		Cover Limit	Excess	Cover Limit	Excess	Cover Limit	Excess	Cover Limit	Excess
1	Cancellation & Rearrangement	£12,500 in respect of cancellation & £9,000 in respect of rearrangement	£25	£32,000 in respect of cancellation & £25,000 in respect of rearrangement	£50	f65,000 in respect of cancellation & f50,000 in respect of rearrangement	£50	£100,000 in respect of cancellation & £75,000 in respect of rearrangement	£250
2	Ceremonial and <b>Wedding</b> Attire	£5,000	£25	£10,000	£50	£10,000	£50	£20,000	£250
3	Wedding Gifts	f3,000 (f300 Cash & Voucher Limit) f250 per item	£25	f10,000 (f1,250 Cash & Voucher Limit) f250 per item	£50	f10,000 (f1,250 Cash & Voucher Limit) f250 per item	£50	£15,000 (£2,000 Cash & Voucher Limit) £750 per item	£250
4	Rings, Flowers, Attendant's Gifts and the <b>Wedding</b> Cake	£3,000	£25	£8,000	£50	£10,000	£50	£15,000	£250
5	Cars and Transport	£5,000	£25	£12,000	£50	£22,000	£50	£50,000	£250
6	Photography & Video	£5,000	£25	£12,000	£50	£22,000	£50	£50,000	£250
7	Financial Failure of <b>Services Suppliers</b>	£7,000	£25	£16,000	£50	£35,000	£50	£50,000	£250
8	Personal Accident Death	£10,000	-	£20,000	-	£20,000	-	£40,000	-
	Personal Accident Loss of Limbs / Loss of Sight or Permanent Total Disablement	£20,000	-	£40,000	-	£40,000	-	£60,000	-





Section	Cover	Diamond		Premier		Premier +		Platinum	
		Cover Limit	Excess	Cover Limit	Excess	Cover Limit	Excess	Cover Limit	Excess
9	Legal Expenses	£5,000	-	£20,000	-	£20,000	-	£20,000	-
10	Personal Liability	£2,000,000	£250	£2,000,000	£250	£2,000,000	£250	£2,000,000	£250
11	Guests' Personal Liability	£2,000,000	£250	£2,000,000	£250	£2,000,000	£250	£2,000,000	£250
12	Essential Document Indemnity	£250	-	£1,000	-	£2,000	-	£3,000	-
13	Optional <b>Marquee</b> Extension (Additional Premium Payable)	£20,000 (This cover only applies when the appropriate additional premium has been paid).  No excess on this section.							
14	Ceremonial Swords Extension (Additional Premium Payable)	£20,000 (This cover only applies when the appropriate additional premium has been paid). £250 excess on this section.							





## CLAIMS UNDER AN EMERALD LIFE POLICY: WHAT WE PROMISE TO DO

We know that the real proof of insurance comes when You have to make a claim. You need to know that, when something goes wrong, Your claim will be handled promptly and by experienced claims handling staff. We, together with Our service partners, have a commitment to meeting and exceeding client expectations. We work with service partners to ensure that standards of service, such as the time it takes to respond to Your claim, and the quality of the correspondence involved, are of highest possible level. We are committed to diversity within Our organisation, and continue to work with Our call centre and claims handlers in this regard.

### YOUR RIGHTS TO CANCEL THIS POLICY

We hope that You are happy with the cover this policy provides. However, if Your cover does not meet Your requirements, please notify Us within 14 days of receiving Your policy for a refund of Your premium. If during this 14 day period You have made a claim or intend to make a claim, no refund will be available. Thereafter, You may cancel Your policy at any time; however no refund of premium will be available.

### MAKING YOURSELF HEARD

It is important **You** know **We** are committed to providing **You** with an exceptional level of service and customer care. It is **Our** intention to give **You** the best possible service, but if **You** do have any concerns about this insurance or the handling of a claim **We** want to hear about it so **We** can try to put things right. If **You** have cause for complaint or would like to give feedback please follow the procedure below.

In all correspondence please quote scheme name Emerald Life Wedding Insurance.

If **You** are not happy with the service, or **You** would like to tell **Us** about something **We** did well, then please let **Us** know **Your** feedback:

### To make a complaint about the sale of the insurance policy:

Email: customerservice@emeraldlife.co.uk

Or write to: Emerald Life Customer Relations Team

Melford Court, The Havens

Ransomes Europark Ipswich, Suffolk

Or telephone: 0330 131 9960

Emerald Life aims to resolve most complaints within three working days of receiving the complaint. If **We** are unable to resolve it within this time, **We** will issue **Our** final decision within eight weeks of the date **We** received it.

### To make a complaint about a claim:

Email: customerservice@emeraldlifeclaims.co.uk

Or write to: Emerald Life Wedding Claims

308-314, London Road,

Hadleigh, Benfleet, Essex SS7 2DD

Or telephone: 0333 234 3723

If **You** are not happy with the response or **Your** complaint has not been resolved within eight weeks **You** have the right to ask the Financial Ombudsman Service to review **Your** complaint.

Their contact details are: The Financial Ombudsman Service Exchange Tower London F14 9SR

Tel: 0300 123 9 123 or 0800 023 4567





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

These procedures do not affect **Your** legal rights. 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.

You can also complain via the Online Dispute Resolution website.

The Online Dispute Resolution website is an official website managed by the European Commission dedicated to helping consumers and traders resolve their disputes out-of-court. If **You** have had a problem with something that **You** have bought online, **You** can use this site if **You** live in the EU and the trader is based in the EU. Website: <a href="https://webgate.ec.europa.eu/odr">https://webgate.ec.europa.eu/odr</a>

## COMPENSATION SCHEME: FAILURE OF YOUR INSURER

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if We are unable to meet Our obligations under this contract. Further information about the scheme is available from the Financial Services Compensation Scheme website at www.fscs.org.uk or by contacting them at Financial Services Compensation Scheme, 10th Floor Beaufort House, 15 St Botolph Street, London EC3A 7QU Tel: 0800 678 1100 or 020 7741 4100.

## IMPORTANT NOTICE TO CUSTOMERS: WHAT WE EXPECT FROM YOU

If **You** or anyone acting on **Your** behalf makes a false or fraudulent claim or supports a claim by way of false or fraudulent document(s), device or statement, then this policy shall be void and **You** will forfeit all rights under the policy. In these circumstances, **We** reserve the right to retain the premium **You** have paid and to recover any sums **We** have paid by way of benefit under the policy. **We** may also pass **Your** details to the relevant authorities. The

terms and conditions of this insurance policy do not affect **Your** statutory rights. For further information about **Your** statutory rights, please contact **Your** local authority Trading Standards Department or the Citizens Advice Bureau.

### **DEALING WITH OTHER PEOPLE**

It is **Our** policy to deal with **Your** spouse or partner who calls **Us** on **Your** behalf, provided they are named on the policy. If **You** would like someone else, who is not named on the policy, to deal with **Your** policy on **Your** behalf on a regular basis please let **Us** know and **We** will assist **You** if **We** can. If at any time **You** would prefer **Us** to deal only with **You**, please let **Us** know. Please email **Us** at <a href="mailto:customerservice@emeraldlife.co.uk">customerservice@emeraldlife.co.uk</a> or call **Us** on 0330 131 9950.

### **RESIDENCY**

This policy is only available to You if both Participants are UK Residents.

### **GOVERNING LAW**

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

### **IMPORTANT INFORMATION**

### **HEALTH CONDITIONS**

**Your** policy contains certain exclusions relating to pre-existing medical conditions that affect **You**, **Your Close Relatives** or anyone else upon whom **Your** arrangements may depend. This insurance does not cover:

1. Any claim arising directly or indirectly from:





- a anxiety, stress or depression unless admitted as an in-patient at a recognised hospital;
- 1b. any death, illness or injury which is caused or contributed to by:
  - any medical condition suffered by You or anyone upon whom the Wedding and/or Wedding Reception depends of which You were aware at the time of purchasing this policy, or
  - ii. You or anyone upon whom the Wedding and/or Wedding Reception depends acting against medical advice, or
  - iii. any medical condition for which **You** or anyone upon whom the **Wedding** and/or **Wedding Reception** depends awaiting results of tests or medical investigations, or
  - iv. any medical condition for which You or anyone upon whom the Wedding and/ or Wedding Reception depends are on a hospital waiting list for treatment, or
  - v. any medical condition for which **You** or anyone upon whom the **Wedding** and/or **Wedding Reception** depends has received a terminal prognosis.

### **CONDITIONS, EXCLUSIONS AND WARRANTIES**

Conditions and exclusions will apply to individual sections of **Your** policy, while general exclusions and general conditions will apply to the whole of **Your** policy.

### **AGE LIMITS**

This policy does not have an age limit.

### **CONSUMER INSURANCE ACT**

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

- supply accurate and complete answers to all the questions **We** may ask as part of **Your** application for cover under the policy;
- make sure that all information supplied as part of **Your** application for cover is true and correct;

• tell **Us** of any changes to the answers **You** have given as soon as possible.

Failure to provide answers in line with the requirement of the Act may mean that **Your** policy is invalid and that it does not operate in the event of a claim.

### **POLICY EXCESSES**

Under some sections of the policy, claims will be subject to an excess. The excess will be applied per section and per incident under which a claim is made. This means that **You** will be responsible for the first part of the claim. The amount **You** have to pay is the excess.

### REASONABLE CARE / UNATTENDED PROPERTY

**You** must exercise reasonable care to prevent illness or injury to yourself or loss or damage to **Your** property, as if uninsured. There is no cover for property left unattended in a place to which the general public has access.

### **DEFINITIONS**

Wherever the following words or phrases appear in this policy wording they shall have the same meaning and appear in bold and capitalised. Please refer to individual sections for full terms and conditions.

Additional Costs	The difference between the original cost of the Services Supplier and/or Wedding Reception and the rearranged Services Supplier and/or Wedding Reception.
Adverse Weather	Weather conditions that cause major disruption to rail, road and bus services and severely affect <b>Your</b> ability and that of <b>Your</b> guests to attend the <b>Wedding</b> .
Attendants	The best man or woman, bridesmaids, groomsmen, page boys, flower girls and ushers.
<b>Bodily Injury</b>	Injury caused by external, violent and visible means.





Ceremonial Attire

Clothing and accessories of the Participants, their Attendants and the parents of the Participants, whether

hired or owned.

**Civil Partnership** A legal union between two people of the same sex.

Close Relative Your spouse, partner, fiancé(e), parent, parent-in-law,

step-parent, children (including foster children), stepchildren, son-in-law, daughter-in-law, grandparent, grandson, granddaughter, brother, brother-in-law, step-

brother, sister, sister-in-law or step-sister.

Consequential Loss

Unless **We** specifically provide cover under this insurance, any other loss, damage or additional expense following on from the event for which You are claiming is not covered. An example of such loss, damage or additional expense would be costs incurred in preparing a claim or loss of earnings following **Bodily Injury** or illness.

Essential **Documents**  The documentation required by the relevant authority to enable the Wedding to take place as booked outside the **UK**, and shall include, but not be limited to, visas, birth certificates and passports.

Home Your permanent address in the UK.

Your legal representative's reasonable and properly **Legal Expenses** 

> incurred fees, costs and disbursements for work which We have agreed and the costs of any other people involved in legal proceedings if **You** are ordered by a court to pay those costs or costs You must pay following an out-ofcourt settlement to which **We** have agreed. This does not include any damages, fines or penalties You have to pay.

Loss of Limb(s) The loss of physical severance at or above the wrist or

ankle or the total and permanent loss of an entire hand,

arm, foot or leg.

Loss of Sight The complete and irrecoverable loss of sight in one or

both eyes.

The hired tent, gazebo or other summer house Marquee

> arrangement and staging, chairs, tables, lighting and flooring hired or leased by You (or another person on Your behalf) solely for the purpose of Your Wedding and/or Wedding Reception and for which Your (or such other

person) are responsible.

Medical **Practitioner**  A registered practising member of the medical profession who is not related to You or any of Your Close

Relatives.

**Participant** The bride, groom or civil partner.

Period of When cover is operative, as set out in each section of

this policy. Insurance

Disablement

Permanent Total The total disablement from engaging in or attending to any occupation whatsoever for at least 12 months from the date of **Bodily Injury**, and at the end of that time

being beyond hope of improvement.

Services Supplier Any supplier with whom You have a written contract to

provide a service or services at, or for, the Wedding and/or Wedding Reception, in return for advance payment by You. Marquee or ceremonial swords suppliers are not included unless You have extended the

policy and paid the additional premium.

The numbered document attaching to and validating this Schedule

policy.

**Terrorism** An unlawful act, including the use of force or violence, of

> any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s), committed for political, religious or ideological purposes including the intention to influence any government and/or

to put the public in fear for such purposes.





United Kingdom, England, Wales, Scotland, Northern Ireland, the

**UK** Channel Islands and the Isle of Man.

**UK Resident** To be a resident of the **UK You** must have been present in

the **UK** for at least 6 months prior to purchasing the policy and **You** must be registered with a **Medical Practitioner**.

**Wedding** A ceremony which creates a contract of marriage which is

legally enforceable within the **UK** or a **Civil Partnership** registration or ceremony, including a conversion ceremony

from a Civil Partnership to a marriage.

Wedding Attire Clothing and accessories of a formal nature worn by

Participants at the Wedding whether hired or owned.

Wedding Date The day specified on the Schedule for the Wedding to

take place.

Wedding Gifts Gifts for the Participants given to celebrate the Wedding.

**Wedding** The social gathering, including room hire and

**Reception** catering which must take place within 21 days of the

**Wedding**, at which the **Wedding** will be celebrated.

Wedding Rings The ring(s) exchanged by the Participants at the

Wedding.

We, Our, Us, Insurer Aspen Insurance UK Limited, XL Catlin Insurance Company Limited or their agents or sub-agents including Emerald

Life.

You, Your Insured, Policyholder The **Participant** named in the **Schedule** or, if different, the policyholder. In addition, the policy will indemnify

**You** for the purposes of certain sections, and where appropriate, on behalf of any other person who has or would have made proven, significant, financial

contributions on which the **Wedding** arrangements

depend.

### **COVER AND LIMITS**

**We** intend to provide cover under this policy based on the following factors. If **You** are unable to meet any of these requirements, or if **Your** circumstances change during the life of the policy, please contact **Us** immediately.

- 1. Both of the Participants must be UK Residents.
- 2. The insurance does not cover any claim arising directly or indirectly from:
  - a. anxiety, stress or depression unless admitted as an in-patient at recognised hospital;
  - b. any death, illness or injury which is caused or contributed to by:
    - any medical condition suffered by You or anyone upon whom the Wedding and/or Wedding Reception depends of which You were aware of at the time of purchasing this policy, or
    - ii. You or anyone upon whom the Wedding and/or Wedding Reception depends acting against medical advice, or
    - iii. any medical condition for which **You** or anyone upon whom the **Wedding** and/or **Wedding Reception** depends awaiting results of tests or medical investigations, or
    - iv. any medical condition for which **You** or anyone upon whom the **Wedding** and/or **Wedding Reception** depends has received a terminal prognosis.

### **GEOGRAPHICAL LIMITS**

This policy applies to **Weddings** taking place anywhere in the world (except Sections 10 & 11, Personal Liability and Guests' Personal Liability, which do not cover **Weddings** in the USA or Canada, or outside the **UK**, respectively, and Section 12, Essential Documents). Please note that the additional cover for ceremonial swords and **Marquees** is only available if **You** have paid the additional premium and **Your Wedding** is held in the **UK**.





### **SECTION 1: CANCELLATION AND** REARRANGEMENT OF WEDDING AND/ OR WEDDING RECEPTION

### PART I - CANCELLATION

We will pay up to the amount shown in the Schedule for any irrecoverable expenses incurred by You in respect of Wedding Attire, Ceremonial Attire, flowers, photographs, caterers, transport, accommodation and the services of any other Services Supplier booked but not used as a direct result of the unavoidable cancellation or curtailment of the Wedding or Wedding **Reception** as the result of:

- 1. the booked venue for the **Wedding** or **Wedding Reception** being unable to hold Your Wedding due to bankruptcy, liquidation, an outbreak of infectious or contagious disease, damage to the venue, murder or suicide at the premises or closure of the venue by a relevant authority;
- 2. the death, injury or sickness of one of the Participants or a Close Relative which would make continuance of the Wedding inappropriate;
- 3. the total non-appearance on the **Wedding** day of any booked and paid for professional Services Suppliers;
- 4. accidental, complete loss of or severe damage to Ceremonial Attire which renders the item(s) unwearable, where the purchase or hire of alternatives is not possible;
- 5. redundancy, where notice is received at least 8 weeks after the issue of the **Schedule** and qualifying for payment under the current redundancy legislation, of either of the Participants or any of their Close Relative who would have made proven, significant, financial contributions on which the Wedding arrangements depend;
- 6. the unforeseen posting overseas of one of the Participants, Attendant or a Close Relative which occurs during the Period Of Insurance who is a serving member of the **UK** armed forces or unavoidable and necessary duty for the Ambulance Service, Coastguard, Fire Brigade or Police Force;

- 7. the non-appearance of the officiating minister or registrar; or
- 8. the inability of:
  - i. either of the **Participants**, or
  - ii. at least 50% of their parents or step-parents (including foster-parents and guardians) and Attendants, or
  - iii. at least 50% of the guests

to reach the Wedding or Wedding Reception venue due to Adverse Weather conditions.

### **IMPORTANT**

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

### PART II - REARRANGEMENT

In the event of cancellation or curtailment of the Wedding or Wedding **Reception** for reasons specified in Part I above, **We** will pay up to the amount stated in the Schedule to reimburse You for reasonable Additional Costs incurred in rearranging the Wedding and/or Wedding Reception and/or Services Supplier(s) to a similar standard to the amount originally budgeted.

Special Claims Conditions Applicable to Section 1 Part II Rearrangement:

All Additional Costs and expenses must be notified to Us and agreed in advance of the rearranged Wedding and/or Wedding Reception.

#### **IMPORTANT**

Cover under this section:

1. does not extend in respect of travel and/or accommodation arrangements made for Weddings and/or Wedding Receptions taking place outside the UK.





commences upon issue of this policy document and the Schedule
 attaching hereto and expires upon completion of the Wedding Date or a
 claim being made under this section of the policy, whichever occurs first.

### This section of the insurance does not cover:

- 1. Anything excluded under the General Exclusions section of this policy;
- 2. The excess as shown on the **Schedule**;
- 3. Financial losses recoverable from any other source;
- 4. Any claim arising directly or indirectly from:
  - 4a. government regulation or act; or
  - 4b. unemployment other than redundancy as specified in Part 1 Cancellation (5) above;
  - 4c. **Your** financial circumstances or those of any person or company on whom the **Wedding** arrangements depend, except as provided for in Part 1 Cancellation (5) above;
  - 4d. **Wedding** arrangements not honoured by **Your** employer, other than as provided in Part 1- Cancellation (6) above;
  - 4e. disinclination to go through with the marriage or **Civil Partnership** as agreed or **Your** failure to comply with legal requirements or **Your** failure to obtain the relevant legal documentation;
  - 4f. failure to notify the provider of any goods or service immediately if it is found necessary to cancel or curtail the **Wedding** or **Wedding Reception**;
  - 4g. cancellation/curtailment or rearrangement of travel and/or accommodation arrangements made in respect of **Weddings** outside the **UK**;
  - 4h. **Additional Costs** not notified to **Us** or agreed in advance of the rearranged **Wedding** or **Wedding Reception**.

## SECTION 2: CEREMONIAL & WEDDING ATTIRE

We will pay up to the amount stated in the **Schedule** for:

- 1. the reinstatement or replacement (at Our discretion) of Wedding Attire if such attire is lost or damaged whilst in Your possession or that of a Close Relative within 3 months prior to and for the duration of the Wedding and the taking of the photographs immediately following the Wedding by the professional photographer only. In respect of hired Wedding Attire, this cover shall apply for up to 48 hours after the commencement of the Wedding.
- 2. loss of or damage to Ceremonial Attire within 48 hours prior, or 1 calendar month in the case of Platinum cover, to and for the duration of the Wedding and the taking of photographs immediately following the Wedding by the professional photographer only. In respect of hired Ceremonial Attire, this cover shall apply for up to 48 hours after the commencement of the Wedding.

### **IMPORTANT**

In respect of points 1 and 2 above: an amount will be deducted in respect of owned and hired attire to reflect previous wear and tear.

- 1. the excess as shown in the **Schedule**;
- 2. loss or damage which is or but for the existence of this policy would be otherwise insured;
- 3. any loss (other than by damage) not reported to the police within 24 hours of discovery; or
- 4. loss or damage by theft or attempted theft of any **Ceremonial** or **Wedding Attire** left in any unattended vehicle, unless the property is left in the locked boot or locked glove compartment of a motor vehicle, concealed from view and there is evidence of violent, visible and forcible entry thereto.





### **SECTION 3: WEDDING GIFTS**

We will pay up to the amount stated in the **Schedule** (subject to a maximum of £250 for any one item, except if **You** have bought Platinum cover where the limit is £750, and a cash and voucher limit of £300 for Diamond, £1,250 for Premier and Premier+ and £2,000 for Platinum cover) for loss of or damage to **Wedding Gifts** due to accident, fire or theft whilst being stored by **You** or **Your Close Relative**. This cover also applies whilst gifts are in transit or on display at the **Wedding Reception**. Cover applies seven days prior to the **Wedding** and for a subsequent 24 hours thereafter or until a claim is made under this section of the policy, whichever occurs first.

### This section of the insurance does not cover:

- 1. the excess as shown on the **Schedule**;
- 2. loss or damage which is or but for the existence of this policy would be otherwise insured;
- 3. any loss (other than by damage) not reported to the police within 24 hours of discovery; or
- 4. loss or damage by theft or attempted theft of any **Ceremonial** or **Wedding Attire** left in any unattended vehicle, unless the property is left in the locked boot or locked glove compartment of a motor vehicle, concealed from view and there is evidence of violent, visible and forcible entry thereto.

## SECTION 4: RINGS, FLOWERS, ATTENDANTS' GIFTS AND THE WEDDING CAKE

We will pay up to the amount stated in the **Schedule** for loss of or damage to **Wedding Rings**, **Wedding** stationery, flowers, **Attendants'** gifts, and the **Wedding** cake which occurs during the time specified in i) or ii) below:

### Cover under this section commences:

- 7 days, or 1 calendar month in the case of Platinum cover, prior to the Wedding and expires 24 hours after the Wedding or when a claim is made under this section of the policy, whichever occurs first, in respect of Wedding Rings and Wedding stationery.
- ii. 36 hours prior to the **Wedding** and expires 24 hours after the **Wedding** or when a claim is made under this section of the policy, whichever occurs first, in respect of flowers, **Attendants'** gifts and the **Wedding** cake.

- 1. the excess as shown on the **Schedule**;
- 2. theft of **Wedding Ring(s)**, **Wedding** stationary, flowers and **Attendants'** gifts unless such items were removed by visible and forcible means;
- 3. any loss not reported to the Police within 24 hours of discovery;
- 4. loss or damage which is or but for the existence of this policy would be otherwise insured;
- 5. claims for loss of or damage to floral arrangements, or to the **Wedding** cake, that may effectively be claimed under Section 1 of this policy;
- 6. loss or damage by theft or attempted theft of any **Wedding Rings**, **Wedding** stationery flowers, **Attendants'** gifts or the **Wedding** cake, left in any unattended vehicle, unless the property is left in the locked boot or locked glove compartment of a motor vehicle, concealed from view and there is evidence of violent, visible and forcible entry thereto.





### **SECTION 5: CARS AND TRANSPORT**

We will pay up to the amount stated in the **Schedule** for reasonable **Additional Costs** incurred if the private hire firm or individual with whom the transport arrangements have been made fails to meet its/their contractual obligation(s). Cover under this section commences from the date of issue on the **Schedule** and applies until completion of **Wedding** and **Wedding Reception** or a claim being made under this section of the policy, whichever occurs first.

### This section of the insurance does not cover:

- 1. the excess as shown on the **Schedule**;
- 2. losses recoverable from any other source;
- 3. losses which may effectively be claimed under Section 1 of this policy;
- 4. contracts which are not in writing;
- 5. any costs which would have been incurred had the original **Services Supplier** not failed to meet their contractual obligations; or
- 6. financial failure.

## SECTION 6: PHOTOGRAPHY AND VIDEO

We will pay up to the amount stated on the **Schedule** to reimburse **You** for unforeseen expenses necessarily incurred to take or retake **Wedding** photographs or videos or refund any non-recoverable amount which **You** originally contracted to pay as a direct and necessary consequence of:

- 1. non-appearance at the **Wedding** of the professional photographer or professional video operator contracted for the **Wedding**;
- 2. loss of or damage to the original film or negatives, or loss or damage to whatever digital media on which the photographic images are being

- stored, by the professional photographer or professional video operator contracted for the **Wedding**, before copies are made; or
- 3. 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 professional video operator contracted for the **Wedding**.

Cover under this section commences from the date the premium is paid, and applies until delivery of the photographs or video not exceeding 12 months after the **Wedding Reception** date or a claim being made under this section of the policy, whichever occurs first. If it is planned to take photographs of the **Participants** cutting the wedding cake, **We** will pay up to the amount stated in the **Schedule** to arrange an alternative photographic session necessitated by damage to the **Wedding** cake occurring within 48 hours before the conclusion of the **Wedding Reception**.

Any event that may lead to a claim being made for retaking the photographs of the cake-cutting ceremony must be notified to the Emerald Life claims service team within 48 hours of occurrence.

### **IMPORTANT**

In respect of points 1, 2 and 3 above, cover will only apply if more than 75%, or 50% in the case of Platinum cover, of the photographs originally commissioned and paid for are not provided by the professional photographer or professional video operator contracted for the **Wedding**.

- 1. the excess as shown on the **Schedule**;
- 2. losses recoverable from any other source;
- 3. losses which may effectively be claimed under Section 1 of this policy;
- 4. any costs which would have been incurred had the original **Services Supplier** not failed to meet their contractual obligations;
- 5. contracts not in writing; or
- 6. financial failure.





### **SECTION 7: FAILURE OF SUPPLIERS**

Following the bankruptcy or liquidation of any pre-booked **Services Supplier** contracted to and paid by **You**, **We** will pay up to the amount detailed in the **Schedule** for the following:

- 1. Irrecoverable sums of money which **You** have paid or for which **You** are liable, or
- 2. Additional Costs in arranging alternative Services Suppliers.

Cover under this section commences from the date of issue on the **Schedule**, and applies until completion of the Wedding or a claim being made under this section of the policy, whichever occurs first.

### This section of the insurance does not cover:

- 1. the excess as shown in the **Schedule**;
- 2. any sums recoverable from any other source;
- 3. any costs which would have been incurred had the original **Services Suppler** not ceased trading;
- 4. any costs from the financial failure of a **Wedding Gifts** supplier or any **Services Supplier** not contracted by and pre-paid by **You**;
- 5. any costs from the financial failure of a professional **Wedding** planner;
- 6. any costs where no written contractual agreement exists between **You** and the **Services Supplier**; or
- 7. any loss occurring as a result of the **Services Supplier** becoming bankrupt or going into liquidation within 10 days of the purchase of this policy.

### **SECTION 8: PERSONAL ACCIDENT**

We will pay the benefit shown in the table below to You or, where appropriate, Your legal representative(s) if You sustain Bodily Injury caused by external violent and visible means, which solely and independently of any other cause within 12 calendar months from the date of the accident causing such Bodily Injury results in:

<b>3enefits</b>	(Per	Person)	
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Cover Levels		Aged under 18 or over 65			
	Diamond	Premier	Premier +	Platinum	All Cover Levels
Your Death	£10,000	£20,000	£20,000	£40,000	£1,000
Loss of Limb(s) and Loss of Sight	£20,000	£40,000	£40,000	£40,000	£1,000
Your Permanent Total Disablement	£20,000	£40,000	£40,000	£60,000	£1,000

### Conditions:

- 1. Death or disablement occurs within one year of the **Bodily Injury**.
- 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.
- 3. Any claim must be certified by an independent **Medical Practitioner**.
- 4. 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**.





### This section of the insurance does not cover:

- 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.
- 2. Losses arising from accidents involving **You** driving or being carried as a passenger in or on any quadbike, two or three wheeled vehicle of 125cc or over.

### **SECTION 9: LEGAL EXPENSES**

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

- Your injury or death caused by Bodily Injury which causes the cancellation of the Wedding or by an event which occurs on the Wedding Date or the date of the Wedding Reception; or
- the denial of any service to the Participants by any contracted or potential Services 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.

### This section of the insurance does not cover:

- 1. any claim brought against any person who has been contracted to procure any aspect of the **Wedding** or **Wedding Reception** including the **Wedding Reception** organiser;
- 2. legal expenses incurred prior to the granting of **Our** support;
- 3. any claim reported more than thirty-one days after the commencement of the incident giving rise to such claim;

- 4. any claim where **We** consider **Your** prospects of success in achieving a benefit are Insufficient:
- 5. any claim arising directly or indirectly from injury, illness, death, loss, expense or other liability attributable to sexually transmitted disease;
- 6. claims arising in connection with injury or death occurring more than 24 hours before or more than 24 hours after the **Wedding**;
- 7. claims for legal costs where **You** are pursuing legal action relating directly or indirectly to medical negligence or alleged medical negligence;
- 8. claims emerging from the pursuance of a contingent fee agreement between **You** and **Your** counsel; or
- 9. pursuing claims as part of or on behalf of a group or organisation.

### **SECTION 10: PERSONAL LIABILITY**

Cover under this section does not apply to **Weddings** taking place in the USA or Canada.

We will indemnify You up to the amount specified in the Schedule in total for any claims made against You arising from any one event or one source or original cause in respect of Your legal liability arising from accidental injury to third parties or accidental loss of or damage to third party property. In the event of Your death We will, in respect of the liability incurred by You, indemnify Your personal representatives in the terms of and subject to the limitations of this section, provided that such personal representative(s) 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.

### **IMPORTANT**

This section does not provide an indemnity in respect of liabilities arising from the actions of anyone other than the Participants, except insofar as the Participants would be held liable for them by law, and does not include any additional liability accepted under a hiring or booking contract.





### **SECTION 11: GUESTS' PERSONAL LIABILITY**

Cover under this section does not apply to **Weddings** taking place outside the **UK**.

Section 11 Personal Liability is extended to cover all persons invited to the **Wedding** or **Wedding Reception** by **You** up to the amount specified in the **Schedule** in total for any claims made against them arising from any one event or one source or original cause in respect of legal liability arising from accidental injury to third parties or accidental loss of or damage to third party property.

### Sections 10 & 11 of the insurance do not cover:

- 1. the excess as shown on the **Schedule**:
- 2. liability arising from:
  - 2a. the use or possession of vehicles, aircraft or watercraft, trailers or caravans,
  - 2b. loss of or damage to property belonging to or held in trust by either one of the **Participants**,
  - 2c. any wilful or malicious act, or
  - 2d. the carrying on of any profession, trade or business;
- 3. employers' liability, contractual liability or liability to a member of **Your** family;
- 4. liability assumed by You by arrangement;
- 5. any claim arising directly or indirectly from injury, illness, death, loss, expense or other liability attributable to sexually transmitted disease;
- 6. liability arising from animals belonging to or in **Your** care, custody or control;
- 7. liability arising from the ownership or occupation of land or buildings;
- 8. liability arising from any criminal proceedings;
- 9. Your costs and expenses incurred without Our prior written consent;
- 10. any liability arising out of the Road Traffic Acts;

- 11. liability which is or but for the existence of this policy would be insured by any other insurance, except in respect of any excess beyond the amount payable, or which would have been payable, under such other insurance had this policy not been effected;
- 12. liability incurred by **You** more than 24 hours before or more than 24 hours after the **Wedding Date**;
- 13. liability for fines, penalties, liquidated damages or punitive exemplary aggravated or multiplied damages;
- 14. loss of or damage to any goods or other property sold, supplied, delivered, installed or erected by **You** and all costs of or arising from the need of making good, removal, repair, rectification, replacement or recall of:
  - 14a. any such good or property, or
  - 14b. any defective work executed by You;
- 15. liability arising from the ownership or use of firearms or fireworks or other pyrotechnic devices or effects;
- 16. loss or damage to flooring caused by footwear of any kind; or
- 17. any loss arising from ownership or use of bouncy castles or other inflatables.

## SECTION 12: ESSENTIAL DOCUMENT INDEMNITY

We will indemnify You in accordance with the amount stated in the Schedule in respect of reasonable costs for travel, accommodation and fees which arise as a result of the necessity to obtain replacement copies of the documents which are essential to Your Wedding taking place outside the UK, and which, during the period defined in (i) below, are lost or damaged for reasons beyond Your control.

Cover under this section commences from the date of issue of the **Schedule** and applies until the **Wedding** takes place, as booked, or a claim is made under this section of the policy, whichever occurs first.





### This section of the insurance does not cover:

- 1. loss or damage:
  - 1a. arising from confiscation or detention by customs officials or other authorities or
  - 1b. not reported to the consular representatives of the relevant issuing country within 24 hours of discovery of loss, and a written report obtained;
- 2. loss or theft from any unattended motor vehicle;
- 3. claims which arise from **Your** lack of care, or from reasons within **Your** control; or
- 4. loss of documents when stored in suitcases or other like receptacles whilst in the custody of the airline or other carriers.

## SECTION 13: OPTIONAL MARQUEE EXTENSION

This section applies only where the appropriate premium has been paid. Cover under this section does not apply to Weddings taking place outside the UK.

We will indemnify You up to the amount detailed in the Schedule in the event of loss of or damage by any cause not specifically excluded occurring during the period of hire (the period of hire not exceeding 4 days unless agreed in writing by Us). Cover under this section includes cancellation/curtailment and rearrangement as a direct result of loss of or damage to the Marquee.

### **IMPORTANT**

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

### This section of the insurance does not cover:

1. erection and/or dismantling of any hired equipment;

- 2. audio visual entertainment equipment unless specifically mentioned in **Your Schedule**:
- 3. loss or damage suffered by **You** as a result of being deceived into knowingly parting with property;
- 4. damage to flooring caused by footwear;
- 5. **Consequential Loss** of any kind or description;
- 6. theft of ancillary equipment unless there is violent and forcible entry or exit from the locked premises;
- 7. financial losses recoverable from any other source;
- 8. government regulation or act;
- 9. theft or attempted theft unless involving forcible or violent entry to or exit from a building; or
- 10. loss or theft from any unattended venue or vehicle.

## SECTION 14: OPTIONAL CEREMONIAL SWORDS EXTENSION

This section applies only where the appropriate premium has been paid. Cover under this section does not apply to **Weddings** taking place outside the **UK**.

**We** will indemnify **You** up to the amount detailed in the **Schedule** in the event of loss of or damage by any cause not specifically excluded, occurring during the period of hire (the period of hire not exceeding 4 days, unless agreed in writing by **Us**).

### **IMPORTANT**

If at the time of the loss or damage the sum insured is less than the full cost of reinstating the swords as new, **We** will reduce the amount **We** pay for any claim by the proportion that the maximum amount payable bears to the full cost of reinstating the swords.

- 1. The first £250 of each and every claim;
- 2. Theft or attempted theft unless involving forcible or violent entry to or exit from locked premises;





- 3. Loss or theft whilst swords are left unattended;
- 4. Loss, theft or malicious damage not immediately reported to the police;
- 5. Property being confiscated or detained by any government, public or police authority;
- 6. Any wilful or malicious act, any act of vandalism, deliberate acts resulting in material damage or **Bodily Injury**; or
- 7. Loss, theft or damage whilst swords are in the custody of a transport company, airline or other carrier.

## GENERAL CONDITIONS APPLICABLE TO ALL SECTIONS OF THIS INSURANCE

- 1. **You** are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act to take care to:
  - 1a. supply accurate and complete answers to all the questions **We** may ask as part of **Your** application for cover under the policy;
  - 1b. make sure that all information supplied as part of **Your** application for cover is true and correct; and
  - 1c. tell **Us** of any changes to the answers **You** have given as soon as possible.
  - Failure to provide answers in-line with the requirement of the Act may mean that **Your** policy is invalid and **We** might not pay a claim.
- 2. Notice of any event which may give rise to a claim should be given to Us as soon as practicable and in any event no later than 31 days after the incident giving rise to the loss. All documents, certificates and evidence required in support of a claim, including items being claimed for if required by Us, shall be produced by You and at Your expense. Additional action then depends on the type of claim:
  - 2a. theft, loss, malicious damage or vandalism tell the police immediately.
  - 2b. legal liability for injury or damage forward to **Us** immediately upon receipt any writ, summons or other legal process issued or

- commenced against **You**. **You** must not negotiate, admit or repudiate any claim without **Our** written consent.
- 2c. You must provide Us, at Your expense, with all reasonable details and evidence which We ask for concerning the cause and amount of any loss, damage or injury (including receipts for Wedding Gifts, money and vouchers).
- 3. Except with **Our** written consent, no person is entitled to admit liability on **Our** behalf or to give any representations or other undertakings binding upon **Us**. **We** shall be entitled to conduct all proceedings arising out of or in connection with claims in **Your** name, and to instruct solicitors of **Our** own choice for this purpose.
- 4. The observance and fulfilment of all the terms and conditions of this insurance by **You**, or anyone acting on **Your** behalf, is necessary and required for **Us** to make any payment under this insurance.
- 5. No refund of premium is allowed once the insurance has passed the 14 day cooling off period.
- You must exercise due care and attention at all times for the safety of Your property and take all reasonable steps to prevent accident, loss or damage.
- Our liability shall be conditional upon the observance by You of the terms and conditions of this insurance and the truth and completeness of the statements and answers supplied by You and on Your behalf. If a claim is in any respect fraudulent or if any fraudulent means or devices are used by You or anyone acting on Your behalf to obtain any benefits from this insurance, all benefits under this insurance shall be forfeited and no return of premium shall be due.
- 8. This policy shall be governed by and construed in accordance with the law of England and Wales unless **Your** residence (in the case of an individual) or central administration and/or place of establishment is located in Scotland in which case the law of Scotland shall apply.
- 9. If at the time of any loss, damage or liability arising under this insurance there is any other insurance covering the same loss, damage or liability, **We** will pay only **Our** rateable proportion.
- 0. **You** may not transfer **Your** interest in this insurance.





- 11. Our total liability shall not exceed the respective sums stated in Your Schedule.
- 12. Where requested **You** shall submit to medical examination at **Your** own expense except post mortem which **We** reserve the right to have undertaken at **Our** own expense.
- 13. **We** may at **Our** own expense take proceedings in **Your** name to recover compensation or secure an indemnity from any third party in respect of any loss or damage covered by this insurance, and any amount so recovered shall belong to **Us**.
- 14. In the event of a claim, **You** will need to show **Us** original documentation such as signed contracts with suppliers or receipts showing ownership of goods existed.
- 15. The same financial loss may only be claimed under one section or part of this policy.
- 16. This policy may be rescinded or cancelled without the consent of a third party.
- 17. A person who is not a party to this contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract but this does not affect any right or remedy of a third party which exists or is available apart from that Act.
- 18. Except for Section 8 (Personal Accident), the sum insured for each section applies to all policyholders in total, not to each individual policyholder.

## GENERAL EXCLUSIONS APPLICABLE TO ALL SECTIONS OF THIS INSURANCE

### The insurance does not cover:

- 1. Any claim arising directly or indirectly from:
  - 1a. anxiety, stress or depression unless admitted as an in-patient at a recognised hospital;
  - 1b. any death, illness or injury which is caused or contributed to by:
    - i. any medical condition suffered by **You** or anyone upon whom the **Wedding** and/or **Wedding Reception** of which **You** were aware at the time of purchasing this policy; or

- ii. You or anyone upon whom the Wedding and/or Wedding Reception depends acting against medical advice, or
- iii. any medical condition for which **You** or anyone upon whom the **Wedding** and/or **Wedding Reception** depends awaiting results of tests or medical investigations, or
- iv. any medical condition for which You or anyone upon whom the Wedding and/or Wedding Reception depends are on a hospital waiting list for treatment; or
- any medical condition for which You or anyone upon whom the Wedding and/or Wedding Reception depends has received a terminal prognosis;
- 2. claims (for **You** or anyone else upon whose health **Your Wedding** depends) arising directly or indirectly from failure to obtain the recommended vaccinations or take any recommended medication;
- 3. circumstances of which **You** are aware or that were in the public domain at the time of effecting this policy;
- 4. losses directly or indirectly occasioned by, happening through, or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), Terrorism (except if the loss or claim is caused by **Bodily Injury** resulting in **Your** death or disablement or that of a **Close Relative**), civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation by nationalization or requisition and/or destruction of or damage to property by or under the order of any government or local authority or riot or civil commotion;
- losses directly or indirectly occasioned by pressure waves caused by aircraft or other flying devices travelling at sonic or supersonic speeds;
- alcoholism, the excessive 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);
- 7. losses directly or indirectly occasioned by, happening through or in consequence of nuclear fission, nuclear fusion or radioactive contamination;





- 8. any loss whereby any period of disability or loss whatsoever is increased through **Your** own act of omission;
- 9. any property more specifically insured;
- incidents which may give rise to a claim not notified to **Us** within thirty-one days of the expiry of this insurance (other than as specified in Section 6);
- 11. losses arising as a result of **Consequential Loss** of any kind;
- 12. losses arising from regulations by the government of any country;
- 13. losses arising as a result of any unlawful act by **You** or criminal proceedings against **You** or any other person on whom the **Wedding** plans depend (other than in the event of **Your** obligation to attend a court of law under subpoena as a witness, unless such obligation to attend falls within **Your** occupation or professional or other similar capacity);
- 14. in respect of persons who are not **UK Resident**, where such liability would not have existed had those persons been **UK Resident** and not elsewhere, unless specifically agreed by **Us**;
- 15. wilful or malicious acts and any acts of vandalism by persons invited to the **Wedding** or **Wedding Reception** by **You**;
- any circumstance manifesting itself after the date of the Wedding and Wedding Reception booking but prior to the date of issue of this policy;
- 17. loss or theft from unattended venues or vehicles unless involving forcible or violent entry to or exit;
- 18. theft or attempted theft unless involving forcible or violent entry or exit from a building;
- 19. claims arising from the ownership or use of:
  - i. bouncy castles and other inflatables.
  - ii. firearms, fireworks or other pyrotechnic devices or effects.
  - iii. loss of or damage to the **Property Insured** due to or arising from: wear and tear, inherent defect, rot, mildew, rust, corrosion, frost, soiling, insects, woodworm, vermin, moth, dyeing, renovation, electronic, electrical or mechanical breakdown, failure or derangement, faulty manipulation, design, plan, specification or materials, gradual deterioration,

- market depreciation, atmospheric conditions, shrinkage or change of colour;
- 20. confiscation, detention or any process of cleaning, restoration or repair;
- 21. losses directly or indirectly occasioned by, happening through, or in consequence of vaccinations;
- 22. any part of a claim which is unproven or unsubstantiated;
- 23. losses, whether directly or indirectly, arising out of **Your** financial incapacity;
- 24. any loss, damage, expense or **Consequential Loss** directly or indirectly caused by, contributed to by or arising from the failure or inability of any equipment or any computer programme to recognise or to correctly process any date as its true calendar date, or to continue to function correctly beyond that date, other than for loss, damage, expense or **Consequential Loss** not otherwise excluded which itself results from the operation of an insured cause except that this exclusion shall not apply to Section 8 of this policy.
- 25. No party other than **You** may claim benefit under the terms of this insurance.
- 26. We will not cover any claim or expense of any kind caused directly or indirectly by pollution or contamination other than caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period Of Insurance. All pollution or contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place.
- 27. **We** will not be deemed to provide cover and shall not be liable to pay any claim or provide any benefit to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **Us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, law or regulations of the European Union, **UK** or United States of America.
- 28. **We** will not provide any cover or pay any claim under this policy for any **Wedding** or **Wedding Reception** planned for or taking place in Cuba, Iran or North Korea.





### **DATA PRIVACY**

### How We use the information about You

We collect and process the information about You when You ask Us to quote or if You become a customer so that We can provide You with the products and services You request, and sometimes for marketing purposes (provided You have freely consented to this). This includes:

- meeting **Our** contractual obligations to **You**;
- issuing an insurance policy;
- servicing **Your** policy (including dealing with claims, policy administration, payments and other transactions);
- for Our own legitimate interests or to comply with a legal obligation;
- and, only if **You** consent, to contact **You** regarding other products and services that **We** think may be of interest to **You**.

To read **Our** data privacy notice/policy in full and for more information about **Your** data protection rights please visit **Our** website: <a href="https://www.emeraldlife.co.uk/privacy">https://www.emeraldlife.co.uk/privacy</a>. Alternatively, **We** are happy to post **You** a copy.

If **You** purchase a product or service or ask **Us** for a quote, **Your** personal information may be shared with and processed by other companies such as managing general agents, insurers and their service providers for the reasons set out above. In these circumstances, **We** have strict contractual terms in place to make sure that **Your** information remains safe and secure.

If **You** provide information about anyone else, **You** confirm that they have agreed that **You** may give **Us** their information for the reasons described above.

**We** will not share **Your** information with anyone else unless **You** agree to this, or **We** are required to do so by law or regulation.

### How We store Your information

All personal information collected by **Us** is stored on secure servers and might be transferred outside the **UK** and European Economic Area but only where appropriate contractual obligations of adequate protection are in place. When **You** input information on **Our** website the data is transferred to **Us** securely. **You** will see that the website shows a green padlock and the website address begins with "https". **Our** website uses Secure Socket Layer (SSL) technology, which is the standard security technology for establishing an encrypted link between a web server and a browser. **We** also have security measures in place in **Our** offices to protect the information that **You** have given **Us**.

**We** will need to keep and process **Your** personal information while **You** are a customer of **Ours** and afterwards in order to allow **Us** to meet **Our** corporate requirements and legal and regulatory obligations.

### How to access Your information and make a correction

You have the right to request a copy of the personal information that We hold about You. To do this simply write to Us at the address below or contact Us by email. We will take all reasonable steps to confirm Your identity before providing You with details of any personal information We may hold about You. We want to make sure that Your personal information is accurate and up to date. You may ask Us to correct or remove information You think is inaccurate. You can contact Us at the following:

By post:

Emerald Life Customer Relations Team 2 Melford Court, The Havens Ransomes Europark Ipswich, Suffolk IP3 9SJ

Tel: 0330 131 9960

Email: customerservice@emeraldlife.co.uk

