

## INTRODUCTION

**We** have the pleasure of introducing this **wedding** insurance policy from The Equine and Livestock Insurance Company Limited. A lot of careful research went into devising the policy and **we** hope **you** will be pleased with the level of cover and service that **we** offer.

**We** offer two types of policy; **UK wedding** and overseas **wedding**. This is a master policy wording showing all sections of cover available for **our wedding** insurance. Some sections of cover offered may not apply to **your** insurance. Please check **your policy schedule** to see what sections of cover are applicable to **your** insurance cover. A policy **excess** applies to all sections of cover unless stated differently in the **policy schedule**.

### What you should do

Please carefully read all policy documents as soon as **you** receive them. If **you** do not keep to the policy conditions, **your** policy could become void or **we** may not be able to accept liability for a claim.

It is up to **you** to make sure that the cover offered meets **your** needs; **you** must tell **us** immediately if this is not the case.

## PARTICULAR POINTS ABOUT COVER

The proposal form **you** fill in is the basis of the contract. The **policy schedule** is also important, as it lists the cover **you** have chosen, it is proof of **your** insurance and may be needed if **you** have a claim. **We** provide insurance for the sections listed in the **policy schedule** or any endorsement. **We** are not liable for more than the limit of cover shown in the relevant part of the **policy schedule**. The policy depends on the warranties (promises), conditions and exclusions stated in it.


**We** as the insurer and **you**, as **the insured**, are entitled to choose the law that applies to this contract. **We** propose English law and in absence of any agreement to the contrary, English law will apply.

### Disclosing material facts

**You** are obliged to **inform us** of any **material fact** that affects the risks **we** insure. If **you** are in any doubt whether a fact is material, **you** should disclose it.

### Fraud Prevention and the sharing of information

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



Francis Martin  
Chief Executive Officer  
Signed on behalf of The Equine and Livestock Insurance Company Limited

## DEFINITIONS

Below is a list of definitions of pertinent words that appear in the policy. Where the definition applies the

word, or a pluralisation of the word, will appear in bold.

**Curtail** - reduce in extent or quantity

**Excess** - the amount **you** must pay towards each and every claim. If claims are made under more than one section of cover, an **excess** will apply to each section of cover under which a claim is made.

**Financial failure** - Confirmed bankruptcy or liquidation causing a company to cease trading.

**Honeymoon** - a pre booked holiday following the **wedding**.

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

**Our/Us/We** - Equine and Livestock Insurance Company Limited.

**Partner(s)** - the two people entering into a formal union as recognised by law.

**Policyholder/The insured/You/Your** - both **partners** as detailed in the **policy schedule**, the parents or legal guardians of either **partner** if named on the **policy schedule** or any other person named in the **policy schedule**.

**Policy schedule** - the document specifying the **policyholder's** details and level of cover provided.

**Policy term- we** insure **you** from the date **you** go on cover with **us** by phone or the date on which **we** receive and accept **your** fully completed proposal form, whichever is sooner. For claims under Section 1, cover will cease at the end of the **reception** or if a claim is made, under section 1, whichever occurs first. Under all other sections, cover will cease on **your** return home from **your wedding/honeymoon** as shown on **your policy schedule**.

**Reception** - the **wedding/reception**/breakfast booked or arranged to take place at the address shown and on the date specified in the **policy schedule**.

**UK** - England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands

**Venue decoration** - balloons, chair covers, chair sashes, chocolate fountains, napkins and table linen.

**Wedding** - the ceremony taking place at the address shown and on the date specified in the **policy schedule**.

**Wedding attire** - clothing and accessories of either **partner** and male and female attendants for the **wedding**.

**Wedding party** - both **partners**, their parents or guardians, grandparents, or either **partner's** children, either **partner's** siblings, or either **partner's** attendants.

## SECTION 1 – CANCELLATION AND EXPENSES

### Cover

**We** insure **you** if **you** have to cancel or unexpectedly **curtail** the booked **wedding** or **reception** due to:

- Death, injury, illness, quarantine or jury service to any member of the **wedding party**.

- Unexpected and unavoidable posting overseas of either **partner** as a serving member of the **UK** armed services.
- Premises being unable to hold the **wedding** due to an outbreak of an infectious or contagious disease, damage to venue, closure by local authority and/or **financial failure**.
- Closure by local authority or **financial failure** of anyone contracted to supply catering services for the **reception**.
- Theft or accidental damage, beyond repair, to the **wedding attire** within five working days of the **wedding**, where the purchase or hire of alternatives is not possible.
- Non-attendance of the clergy, registrar or officiator who is due to conduct the **wedding**.
- Extreme weather that prevents the **wedding party** from reaching the **wedding** or **reception** venue or that damages the **wedding** or **reception** venue, preventing use.
- Unemployment of either **partner** or any parent or guardian making a proven financial contribution of at least 80% of the total **wedding** costs, who qualify for redundancy payment under current legislation. The date of the redundancy must be at least 90 days after the inception of the cover.
- Hi-jack of **your** mode of transport to **your wedding** venue.

If **you** have suffered one or more of the above occurrences **we** will pay up to the amount stated in the **policy schedule** for:

- all irrecoverable expenses **you** have incurred for the **wedding**, **reception**, catering services, **wedding** night accommodation, transport to and from the **wedding** and or **reception**, **wedding** flowers, **wedding** cake, **wedding** stationery, photographs, **wedding** documents and/or hire of **wedding attire**, which has been booked but not used.
- the extra cost of alternative services **you** incur to enable re-arrangement of the **wedding** to a similar standard and thus prevent an otherwise unavoidable cancellation of the **wedding** and **reception**. These extra costs are limited to a maximum of 50% of the cost of the original services. Any re-arrangements to **your wedding** must take place within 1 year of the of the ceremony date as stated on **your policy schedule**. All additional costs and expenses must be agreed by **us** in advance of the booking.

### **Exclusions**

1. Any death, disablement, injury, illness or quarantine as a result of:
  - (a) the influence of alcohol, drugs, or insanity;
  - (b) any act of self-inflicted injury or suicide;
  - (c) any condition pre-existing the policy inception;
  - (d) any terminal prognosis for a condition given before the start of this policy;
  - (e) any condition which has caused a medical practitioner to advise against booking, arranging

- or starting the **wedding** or **reception**;
  - (f) pregnancy (unless after the first twelve weeks of pregnancy **and** the birth is expected more than three months after the **wedding/reception**), childbirth, HIV or HIV-related illness including AIDS;
  - (g) stress;
  - (h) depression;
  - (i) participation in any professional sporting and/or dangerous activity including but not limited to: hang-gliding, scuba-diving, parachuting, extreme sports, motor-racing, equestrianism, rock climbing, mountaineering, pot-holing, skiing, snowboarding, skating, sledding.
2. Death, injury, illness, quarantine or jury service to anybody other than the **wedding party**.
  3. Unexpected and unavoidable posting overseas to anybody other than either **partner** as a serving member of the armed services.
  4. **Wedding** arrangements not honoured by **your** employer (other than occupational postings).
  5. Cancellation and expenses incurred as a result of theft or accidental damage to **wedding attire** unless every effort has been made to purchase or hire alternative **wedding attire**.
  6. Unemployment if employment was not continuous and full time with the same employer for at least 24 months and qualifies for redundancy under current **UK** legislation.
  7. Any claim where the initial notice of redundancy was within 90 of the inception of **your** policy.
  8. Any circumstances known to **you** at the start of this policy which were likely to result in cancellation or **curtailment** of the **wedding** or **reception** or which were within **your** control.
  9. Either **partner** deciding not to go ahead with the **wedding** as agreed.
  10. Damage to tents, marquees or other similar outdoor venues, unless Section 17 applies and is noted on the **policy schedule**.
  11. Any costs due to **your** failure to immediately notify a supplier of good or services of the need to cancel.
  12. Any costs charged by a **wedding** planner, tour operator or third party responsible for the arrangements of **your wedding**.
  13. Cancellation due to a **wedding** planner, tour operator or third party responsible for the arrangements of **your wedding** going into **financial failure**.
  14. Costs exceeding the normal scheduled or charter air tickets, or standard class rail or other vessel tickets.
  15. Any costs incurred due to an error on the part of, or failure to pay by, **your** travel agent, transport or accommodation provider.
  16. Re-arrangement costs if the re-arranged **wedding** is more than a year after the date of cancellation.
  17. Re-arrangement costs for travel and or accommodation outside of the **UK**.

18. Re-arrangement costs if **you** cancel **your wedding** or **you** have not had a successful claim under section 1.
19. **We** will not pay for any costs that are not expressly covered in the above wording.
20. Any fees over the amount stated in **your policy schedule** minus the policy **excess**.
21. The **excess** as stated in **your policy schedule**.
22. Any payment exceeding £2,000 paid towards or for **your wedding** venue or **reception** before the inception of cover.

## SECTION 2 - SUPPLIER DEPOSITS

### Cover

**We** cover **you** up to the amount stated in the **policy schedule** for non-refundable deposits that **you** have paid and are unable to recover for:

- transport, accommodation, catering, photographs, flowers or hired attire for **your wedding** or **reception** in the event of **financial failure** of the supplier;
- live entertainers if they fail to appear at the **wedding** and/or **reception**.

### Exclusion

1. Any costs that would have been incurred even if the supplier had not suffered **financial failure**.
2. Any costs charged by a **wedding** planner, tour operator or third party responsible for the arrangements of **your wedding**.
3. Deposits lost due to a **wedding** planner, tour operator or third party responsible for the arrangements of **your wedding** going into **financial failure**.
4. Claims where no written contract is in force.
5. The **excess** as stated in **your policy schedule**.
6. Any payment exceeding £2,000 paid towards or for **your wedding** venue or **reception** before the inception of cover.

## SECTION 3 - WEDDING CARS AND TRANSPORT

### Cover

**We** cover **you**, up to the amount stated in the **policy schedule** for;

- any irrecoverable deposits
- the additional cost of alternative transport if the private hire firm or private individual with whom the transport arrangements for your wedding day have been made fails to meet their contractual obligations following due to: non-appearance; or breakdown; or accident.

### Exclusions

1. Claims where no written contract is in force.
2. Costs claimed after the completion of the **wedding** and/or **reception**.

3. Costs recoverable from any other source.
4. Any costs not for the **wedding** day.
5. The **excess** as stated in **your policy schedule**.

## SECTION 4 - WEDDING ATTIRE

### Cover

**We** cover **you**, up to the amount stated in the **policy schedule**, if any **wedding attire** is lost or damaged beyond repair while in the possession of **you**. **We** cover the reinstatement or replacement of the **wedding attire** or dress hire charges that are necessarily incurred. **We** reimburse **you**, up to the amount stated in the **policy schedule**, following the **financial failure** of the contracted **wedding attire** suppliers for all non-recoverable deposits and charges paid for the purchase or hire of **wedding attire**, provided the goods are not made available before the **wedding**.

### Exclusions

1. Lost or damaged accessories unless the clothing is lost or damaged at the same time, by the same cause.
2. Damage to **wedding attire** occurring after the start of the **wedding** ceremony unless hired and occurring less than 48 hours after **wedding** commencement.
3. Theft or damage caused by attempted theft if any **wedding attire** is left in an unattended vehicle. However, **you** are covered if the **wedding attire** has been locked in an enclosed boot, out of sight and not accessible by breaking a window.
4. Theft or damage caused by attempted theft from a vehicle unless violent and forcible means have been used to gain entry, resulting in the necessary repair of the vehicle.
5. **Wedding attire** in transit that has not been carefully packed and reasonably packaged to prevent damage.
6. Damage due to cleaning.
7. Any theft not reported to the police within 24 hours of the theft being discovered.
8. The **excess** as stated in **your policy schedule**.

## SECTION 5 - PHOTOGRAPHS AND VIDEO/DVD

### Cover

**We** cover **you** for the costs of; photographers and or video/DVD operative fees, hire of **wedding attire**, make up, hair stylist fees, beautician fees, incurred in the retaking of the official **wedding** photographs or video/DVD following:

- The non-appearance of the professional photographer or video/DVD operator booked for the **wedding**.
- If the original film is lost or accidentally damaged, negatives, memory card or video tape/DVD before copies are made or the film developed if more than 75% of the photographs or video/DVD ordered are not provided.

- Faulty materials causing non-development of the original film or negatives (except under- or over-exposure) if more than 75% of the photographs or video/DVD ordered are not provided.

**We** cover **you** up to the amount stated in the **policy schedule** or up to the amount paid for the original services, whichever is less.

#### **Exclusions**

1. Claims where no written contract is in force.
2. Costs claimed after the completion of the **wedding** and/or **reception**.
3. Costs recoverable from any other source.
4. The **excess** as stated in **your policy schedule**.

### SECTION 6 - PRESENTS

#### **Cover**

**We** cover **you** up to the amount stated in the **policy schedule** if the **wedding** or attendant's presents are lost, stolen or accidentally damaged within 7 days prior and 24 hours after the **wedding**. **We** will choose whether to reimburse **you** or to replace the presents. Cover will be in force while the presents are at, either **partner's** home or their parents' home, or at the **reception** or in transit between any of these locations.

#### **Exclusions**

1. Theft or damage caused by attempted theft if any presents are left in an unattended vehicle. However, **you** are covered if the presents have been locked in an enclosed boot, out of sight and not accessible by breaking a window.
2. Theft from a vehicle unless violent and forcible means have been used to gain entry, resulting in the necessary repair of the vehicle.
3. Presents in transit that have not been carefully packed and reasonably packaged to prevent damage.
4. Gifts of money, cheques, postal orders, vouchers, tickets etc.
5. Theft or damage caused by attempted theft if presents are not attended or kept in a securely locked room, while at the **reception**.
6. Any claim arising due to a **wedding** gift list service failing to provide the presents.
7. Any theft not reported to the police within 24 hours of the theft being discovered.
8. The **excess** as stated in **your policy schedule**.

### SECTION 7 - RINGS

#### **Cover**

**You** are covered for **your wedding** rings if they are lost, stolen or accidentally damaged, from the inception of cover up to the beginning of the **reception**. **We** will choose to either reimburse **you** or replace the item up to the amount covered as stated in the **policy schedule**.

#### **Exclusions**

1. Lost, stolen or accidentally damaged **wedding** rings after the **reception** begins.
2. Any theft not reported to the police within 24 hours of the theft being discovered.
3. Engagement rings.
4. The **excess** as stated in **your policy schedule**.

### SECTION 8 - WEDDING CAKE AND FLOWERS

#### **Cover**

**You** are covered for **your wedding** cake and/or flowers if they are lost, stolen or accidentally damaged, from the inception of cover up to the beginning of the **reception**. **We** will choose to either reimburse **you** or replace the item up to the amount covered as stated in the **policy schedule**.

#### **Exclusions**

1. Lost, stolen or accidentally damaged **wedding** cake and/or flowers after the **reception** begins.
2. **Wedding** cakes and/or flowers in transit that have not been carefully packed and reasonably packaged to prevent damage.
3. Theft or damage caused by attempted theft if **your wedding** cakes and/or **wedding** flowers are left in an unattended vehicle. However, **you** are covered if the **wedding** cake and/or **wedding** flowers have been locked in an enclosed boot, out of sight and not accessible by breaking a window.
4. Theft or damage caused by attempted theft from a vehicle unless violent and forcible means have been used to gain entry, resulting in the necessary repair of the vehicle.
5. Any theft not reported to the police within 24 hours of the theft being discovered.
6. The **excess** as stated in **your policy schedule**.

### SECTION 9 - STATIONERY

#### **Cover**

**You** are covered for **your wedding** stationery if they are lost, stolen or accidentally damaged, from the inception of cover up to the beginning of the **reception**. **We** will choose to either reimburse **you** or replace the item up to the amount covered as stated in the **policy schedule**.

#### **Exclusions**

1. Lost, stolen or accidentally damaged **wedding** stationery after the **reception** begins.
2. Stationery in transit that has not been carefully packed and reasonably packaged to prevent damage.
3. Theft or damage caused by attempted theft if **your wedding** stationery are left in an unattended vehicle. However, **you** are covered if the **wedding** stationery have been locked in an enclosed boot, out of sight and not accessible by breaking a window.

4. Theft or attempted theft from a vehicle unless violent and forcible means have been used to gain entry, resulting in the necessary repair of the vehicle.
5. Any theft not reported to the police within 24 hours of the theft being discovered.
6. The **excess** as stated in **your policy schedule**.

## SECTION 10 – WEDDING DOCUMENTS / PASSPORTS

### Cover

**We** cover **you**, up to the amount stated in the **policy schedule**, for **wedding** documents or passports that are lost, stolen or accidentally damaged within 7 days of departure to **your wedding** destination or whilst abroad for **your wedding/honeymoon**. **We** will choose whether to reimburse **you** or replace the documents/passports.

### Exclusions

1. Any documents not in the care or custody of the **wedding party**.
2. Lost or accidentally damaged documents as a result of customs officials or other authorities confiscating the documents.
3. Lost or accidentally damaged documents not reported to the relevant issuer within 24 hours of the incident.
4. Lost **wedding** documents not kept on **your** person whilst in transit.
5. The **excess** as stated in **your policy schedule**.

## SECTION 11 – LUGGAGE AND PROPERTY

### Cover

**We** cover **you**, up to the amount stated in the **policy schedule**, for **honeymoon** luggage lost, stole or accidentally damaged on the day of the **wedding/reception**. **We** will choose whether to reimburse **you** or replace the luggage. Cover is in force while the luggage is at either **partners** or their parents' home, at the **reception** or in transit between any of these locations.

### Exclusions

1. Theft or damaged caused by attempted theft if any luggage is left in an unattended vehicle. However, **you** are covered if the luggage has been locked in an enclosed boot, out of sight and not accessible by breaking a window.
2. Theft or damage caused by attempted theft from a vehicle unless violent and forcible means have been used to gain entry, resulting in the necessary repair of the vehicle.
3. Luggage in transit that have not been carefully packed and reasonably packaged to prevent damage.
4. Luggage left unattended in an unlocked room at the **reception** venue.

## SECTION 12 – PERSONAL ACCIDENT

### Cover

**We** cover either **partner** up to the amount stated in the **policy schedule** if they have an accidental bodily injury during the **policy term** shown in the **policy schedule**. The injury must be the only cause of death or permanent disablement, within 365 days of bodily injury. "Total disablement" means disablement that entirely prevents either **partner** from attending to their business or occupation (of any and every kind) or, if they have no business or occupation, from attending to their usual duties. "Permanent" means lasting 12 calendar months and at the end of the period is beyond hope of improvement.

### Exclusions

1. Bodily injury that happens whilst under the influence of alcohol or drugs, or any act of self-inflicted injury or suicide.
2. Any result of pregnancy, childbirth, physical defect, infirmity or medical condition, unless **we** have been told about this and have accepted it in writing.
3. **We** will not make a payment for the same accident or the same person under more than one of the benefits listed in the **policy schedule**. After **we** have agreed to pay one of the scheduled benefits **we** will have no further liability for that person under this section.
4. Payment for permanent disablement as defined in the **policy schedule** will start after 365 consecutive days of disablement properly certified by a doctor acceptable to **us**.
5. As soon as possible after sustaining any injury or the start of any illness, the disabled either **partner** must place themselves under the care of a properly qualified medical practitioner whose advice they must follow. The disabled person must agree to any medical examination made on **our** behalf. In the event of death, **we** are entitled to request a post mortem examination at **our** own expense.
6. The **excess** as stated in **your policy schedule**.

## SECTION 13 – DELAYED TRAVEL – OVERSEAS WEDDINGS ONLY

This section applies to overseas **wedding** cover only.

### Cover

As a result of a delay in the departure of either **partner's** mode of transport to the **wedding** venue, **we** will pay for one of the following up to the maximum amount specified in the **policy schedule**:

- (a) irrecoverable deposits for pre-booked **wedding** services which must be cancelled due to the delay; or
- (b) £25 for the first full 12 hours' delay and £30 for each full 12 hours' delay thereafter; or
- (c) reasonable costs incurred by either **partner** for alternative travel arrangements in the event that the vehicle in which either **partner** is travelling to the airport, port or terminal has a breakdown or is

involved in an accident. Such expenses must be incurred solely to ensure either **partner** do not miss their flight, train, sailing etc. to the **wedding** venue.

### **Conditions**

1. The period of delay is calculated from the official departure time as specified in either **partner's** original itinerary.
2. Cover under (a) and (c) above applies to outward journeys only.
3. **You** must supply **us** with written confirmation from **your** carrier or their agent of the length of delay and the reason for it.

### **Exclusions**

1. Delayed travel as a result of either **partner** failing to check-in or arrive in good time in accordance with the instructions given by the carrier.
2. Cover for anybody other than either **partner**.
3. The **excess** as stated in **your policy schedule**.

## SECTION 14 – PROFESSIONAL COUNSELLING

### **Cover**

**We** cover **you** up to the amount stated in the **policy schedule** in respect of costs incurred by either **partner** for professional counselling as recommended by a general practitioner. This professional counselling must become necessary as a result of:

- the unavoidable and permanent cancellation of the **wedding**, due to the death of either **partner**
- due to either **partner** electing not to go ahead with the **wedding**.

### **Exclusions**

1. Any circumstances known to **you** or either **partner** at the start of this policy which were likely to result in cancellation.
2. Any death as a result of:
  - (a) an insured being under the influence of alcohol, drugs or insanity;
  - (b) any act of self-inflicted injury or suicide by an insured;
  - (c) an insured being given a terminal prognosis for a condition prior to the start of this policy;
  - (d) any condition which has caused a medical practitioner to advise against booking, arranging or commencing the **wedding** or **reception**;
  - (e) pregnancy (unless birth is expected more than three months after the **wedding** or **reception**), HIV or HIV-related illness including AIDS.

## SECTION 15 – PUBLIC LIABILITY

### **Cover**

**We** insure **you** up the amount specified in the **policy schedule** in respect of the amount **you** become legally liable to pay for claims made against **you** for:

- i. death or bodily injury
- ii. or loss of damage to property

arising out of one event or a series of events consequent on one original cause, being **your wedding** and/or **reception**, and happening during the **policy term**.

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

### **Important notes**

In this section only "**you/your**" is defined as either **partner** or any other person named in the **policy schedule**/advance notice as the **policyholder**. This section does not indemnify **you** in respect of liability arising from the actions of anyone other than **you** except insofar as **you** would be held legally liable for them. It does not include any additional liability accepted under a hiring or booking contract. If **you** have paid the additional premium for Marquee cover, **your** liability for damages to marquees is provided under Section 17 - Marquees.

### **Conditions**

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

### **Exclusions**

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

1. Ownership, use or possession of vehicles, aircraft or other aerial device, watercraft or hovercraft, trailers or caravans.
2. Ownership, use or possession of any vehicle (or

- machine or plant) which is capable of self-propulsion or attached to a self-propelled vehicle which is insured for **your** benefit under any form of motor insurance certificate.
3. Any liability arising out of the Road Traffic Act 1988 any amendment to or revision thereof.
  4. Any wilful or malicious act, any act of vandalism, deliberate acts, resulting in loss of or damage to property or death or bodily injury.
  5. Death or bodily injury, loss or damage to property sustained in connection with **your** carrying on of any trade, business or profession.
  6. Loss of or damage to any property owned, held in trust, in the charge of or under the control of **you** other than:
    - (a) personal effects of any participants in the **wedding** and/or **reception**;
    - (b) vehicles (not belonging, loaned or hired to **you**) in any car park for which **you** are solely responsible.
  7. Death or bodily injury, loss or damage to property as a result of **your** interaction with animals.
  8. Liability howsoever caused by the use or ownership of firearms.
  9. Liability howsoever caused by the use or ownership of fireworks or other pyrotechnic devices or effects.
  10. Any dangerous activity (dangerous activities are activities entailing a foreseeable risk of death or bodily injury loss or damage to property unless reasonable precautions are taken or activities for which a disclaimer signed by participant(s) is appropriate), activities including, but not limited to, bouncy castles or other inflatable equipment, fireworks or other pyrotechnic devices or effects, fairground rides, bungee jumping, quad bikes, go-karts or motor sports of any kind, rodeo bulls, ballooning or flying, circus acts, stunt acts, trampolines, it's a knockout competitions.
  11. Ownership or occupation of buildings, their fixtures and fittings.
  12. Loss or damage to underground services.
  13. Loss or damage to flooring caused by footwear of any kind.
  14. Inventory or stocktaking shortages or unexplained disappearance or discrepancy.
  15. Employer's liability, contractual liability or liability to a member of **your** family.
  16. Liability assumed by **you** by arrangement.
  17. Liability arising from any criminal proceedings.
  18. Death or bodily injury, loss or damage to property caused by any food, drink or other goods **you** sell or supply.
  19. Loss of or damage to any goods or other property sold, supplied, delivered, installed or erected by **you** and all costs of or arising from the need for making good, removal, repair, rectification, replacement or recall of any goods or property or any defective work

executed by **you**.

20. Liability for fines, penalties, liquidated damages or punitive exemplary aggravated or multiplied damages.
21. Liability incurred by **you** more than 24 hours before or more than 24 hours after the **wedding** and/or **reception**.
22. Pollution or contamination of water, buildings or structures, land or the atmosphere and death or bodily injury, loss or damage to property caused by such pollution or contamination then caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time.
23. Any event which results from **your** deliberate act or omission and which could reasonably have been expected by **you** having regards to the nature and circumstances of such act or omission.
24. Liability created by an agreement which would not have existed in the absence of that agreement.
25. The **excess** as stated in **your policy schedule**.

## SECTION 16 – LEGAL EXPENSES

### Cover

**We** insure **you** up to the amount shown in the **policy schedule** for all reasonable and necessary costs incurred with **our** written consent in the defence of **your** prosecution for breach of statutory duty resulting in death or bodily injury or loss or damage to property.

### Important note

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

### Conditions

1. **You** must not admit responsibility, offer, promise, pay or agree to pay any claim or negotiate with any other persons following an incident.
2. **You** must inform **us** immediately of any impending prosecution, inquest or fatal inquiry or civil proceedings.
3.
  - (a) **You** must send **us** every piece of correspondence and document **you** receive without replying to it.
  - (b) **You** must allow **us** to take over and conduct in **your** name the defence or settlement of any claims for **our** own benefit.
  - (c) **You** must allow **us** to take proceedings in **your** name, at **our** own expense and for **our** own benefit, to recover compensation or secure an indemnity from any third party; **you** shall give all information and assistance **we** require.
4.
  - (a) For any claim or a series of claims **we** may at any time pay **you** the amount of the limit of the indemnity specified in the **policy schedule** or any lower amount for which the claim(s) can be settled;

- (b) **We** will have no further liability in the claim(s) except for the third party's costs and expenses (up to the limit of the indemnity specified in the **policy schedule**) incurred up to the date of payment.

### Exclusions

1. Liability for fines, penalties, liquidated damages or punitive exemplary aggravated or multiplied damages or any other form of financial compensation payable by **you**.
2. The **excess** as stated in **your policy schedule**.

## SECTION 17 - MARQUEES (OPTIONAL EXTENSION) - UK WEDDINGS ONLY

This section applies only where the additional premium has been received and noted on the **policy schedule** and is only available to **UK weddings** only.

### Cover

**We** insure **you** up to the amount specified in the **policy schedule** in respect of loss or damage to the marquee by any cause not specifically excluded occurring during the period of hire (the period of hire not exceeding 4 days, unless agreed in writing).

**We** will also cover all irrecoverable marquee expenses that **you** incur in the event that the **wedding** and/or **reception** is cancelled or unexpectedly curtailed as a result of any cause detailed in Section 1 of this policy.

A £2,000 single item limit applies in respect of ancillary equipment.

### Important note

If, at the time of loss or damage, the sum insured is less than the full cost of reinstating of 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.

### Conditions

1. **You** must not admit responsibility, offer, promise, pay or agree to pay any claim or negotiate with any other persons following an incident.
2. **You** must inform **us** immediately of any impending prosecution, inquest or fatal inquiry or civil proceedings.
3.
  - (a) **You** must send **us** every piece of correspondence and document **you** receive without replying to it.
  - (b) **You** must allow **us** to take over and conduct in **your** name the defence or settlement of any claims for **our** own benefit.
  - (c) **You** must allow **us** to take proceedings in **your** name, at **our** own expense and for **our** own benefit, to recover compensation or secure an indemnity from any third party; **you** shall give all information and assistance **we** require.
4.
  - (a) For any claim or a series of claims **we** may at any time pay **you** the amount of the limit of the indemnity specified in the **policy schedule** or any lower amount for which the claim(s) can be settled;

- (b) **We** will have no further liability in the claim(s) except for the third party's costs and expenses (up to the limit of the indemnity specified in the **policy schedule**) incurred up to the date of payment.

### Exclusions

1. Loss or damage arising from erection or dismantling of hired property and/or equipment.
2. Loss or damage arising from wear and tear, deterioration, depreciation, confiscation or detention, inherent defect, mildew, rot, rust, corrosion, atmospheric or climatic conditions, insects, animals or vermin.
3. Loss or damage arising from shrinkage or change of colour.
4. Loss or damage arising from dyeing, cleaning, renovation or repair.
5. Loss or damage arising from electrical or mechanical breakdown or derangement.
6. Loss or damage to flooring caused by footwear of any kind.
7. Loss, theft or attempted theft from unattended vehicles or venues.
8. Loss or damage as a result of **you** being deceived into parting with the marquee, its staging, chairs, tables and ancillary equipment.
9. Theft or attempted theft that does not involve violent and forcible entry or exit from locked premises.
10. Theft, attempted theft or malicious damage that is not immediately reported to the police.
11. Any wilful or malicious act, any act of vandalism, deliberate acts, resulting in loss of or damage to property or death or bodily injury.
12. Property being confiscated or detained by any Government, public or police authority.
13. Accidental damage to china, glass and other brittle items.
14. Mobile telephones, pagers, portable 2 way radio sets, computers and associated equipment, audio and visual equipment, disco equipment, items of clothing, whether owned, borrowed or hired.
15. Inventory or stocktaking shortages or unexplained disappearance or discrepancy.
16. Any loss howsoever caused arising from audio, visual or disco or sanitary equipment housed inside or adjacent to the marquee.
17. **We** will not pay for any losses which are not expressly covered by the terms and conditions of this policy
18. Pecuniary losses recoverable for any other source.
19. Liability for fines, penalties, liquidated damages or punitive exemplary aggravated or multiplied damages.
20. The **excess** as stated in **your policy schedule**.



## SECTION 18 – CEREMONIAL SWORDS (OPTIONAL EXTENSION) – UK WEDDINGS ONLY

This section applies only where the additional premium has been received and noted on the **policy schedule** and is only available to **UK weddings** only.

### Cover

**We** insure **you** up to the amount specified in the **policy schedule** in respect of loss or damage by any cause not specifically excluded occurring during the period of hire.

### Important note

If, at the time of loss or damage, the sum insured is less than the full cost of reinstating the sword(s) 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 sword(s).

### Conditions

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

### Exclusions

1. Loss, theft or attempted theft from unattended vehicles or venues.
2. Loss or damage as a result of **you** being deceived into parting with the sword(s).
3. Theft or attempted theft that does not involve violent and forcible entry or exit from locked premises.
4. Theft, attempted theft or malicious damage that is not immediately reported to the police.
5. Any wilful or malicious act, any act of vandalism, deliberate acts, resulting in loss of or damage to property or death or bodily injury.

6. Property being confiscated or detained by any Government, public or police authority.
7. Liability for fines, penalties, liquidated damages or punitive exemplary aggravated or multiplied damages.
8. The **excess** as stated in **your policy schedule**.

## GENERAL CONDITIONS INCLUDING HOW TO CLAIM

1. **We** are liable only if **we** have received the correct premium before the start of each **policy term** or within the credit period, if **we** have allowed one to an agent.
2. **You** must observe and fulfil the terms, conditions and endorsements of the policy otherwise **we** will not be liable under the policy.
3. **You** must not mis-state or omit or conceal a **material fact** from the proposal for this insurance or when claiming against it. Otherwise the policy is void and **we** will not return the premium.
4. Anyone insured by the policy must take all reasonable steps to prevent loss, damage, liability and expense and to minimise any claim under the policy.
5. Anyone insured by the policy must make every reasonable effort to arrange an alternative venue for the **wedding** or **reception** and to obtain alternative **wedding attire**.
6. All claims must be backed up by receipts for insured items or any costs incurred and such other evidence as **we** may reasonably require to substantiate the claim. If there are any costs involved in obtaining information necessary to complete **your** claim **you** will be responsible for the cost.
7. **You** must notify **us** immediately of any change in circumstances relevant to this policy. **We** reserve the right to alter the terms of **your** policy once **we** are notified of such changes.
8. If any dispute arises as to the amount to be paid under the policy it may be referred to an arbiter to be appointed by the parties in accordance with the statutory provisions in force at the time. This provision for arbitration adds to **your** legal rights and does not replace them.
9. If any claim is insured by any other policy (or would be insured if this policy did not exist) **we** will not be liable for the whole claim. **We** will only pay anything over the amount which should have been paid under that policy (or policies) if this insurance had not been taken out.
10. In the event of claims settlement becoming due **We** will issue settlement by BACS transfer. Where bank account details have not been provided or this is not possible settlement will be despatched by cheque. Settlement will be issued to **you** unless otherwise requested. **You** can request an alternative payee by ticking the relevant box on the **claim form you** fill in and by providing the third party name.
11. If **you** pay **your** premiums by direct debit or credit card and **you** default on any payment, **we** will add a

charge of £3.99 to **your** next payment.

## GENERAL EXCLUSIONS

1. Any loss or theft not reported to the police within 24 hours of discovering the loss.
2. A Claim due to any government regulation or Act.
3. Any claim caused by deception.
4. A claim arising from wear and tear, gradual deterioration, depreciation, confiscation, moth, vermin, any process of cleaning, repairing, alteration, dyeing, restoring any article, atmospheric or climatic conditions, scratching or bruising.
5. Any insured person who has been declared bankrupt or had any convictions for arson, fraud, forgery, theft, robbery, receiving, violence, or any crime against property.
6. A claim caused by or happening through riot, civil commotion, malicious damage, earthquake, volcanic eruption, hurricane or act of God outside the **UK**.
7. A claim arising directly from the pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
8. **We** will not pay for any claim, which are not expressly covered by the terms and conditions of this policy.
9. Any legal liability or consequence associated with or caused by nuclear or radioactive escape, explosion, waste, or contamination.
10. Any claim associated with or caused by war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military power or coup.
11. A claim following civil commotion strike, riot, lock-out or act of terrorism.
12. Any **wedding** ceremony or **reception** taking place outside the **UK**. (Not applicable to overseas **wedding** policies).
13. A claim relating to any tents or marquees, unless the Optional Extension (Section 17) applies.
14. Any payments made by **you** without **our** written consent following any event likely to give rise to a claim under this policy.
15. A claim arising from intoxicating drink or drugs unless specifically prescribed by a GP.
16. Any wilful or malicious act or vandalism by **you**.
17. A claim caused by or arising from the failure of any computer hardware or software or any other electrical equipment.
18. **We** will not pay a claim that is in any way fraudulent or arises from a malicious, wilful or criminal act by **you** or someone acting on **your** behalf, someone caring for or in control of **the insured**.
19. **We** do not cover any claim caused by, happening through, in consequence of or contributed to by:
  - (a) Influenza or any derivation or variant thereof;
  - (b) arising from any fear or threat (whether actual or

perceived) of such Influenza;

- (c) any action taking in controlling, preventing, suppressing or in any way relating to any outbreak of such Influenza.
20. Any claims as a result of any notifiable disease.
    21. Any circumstances present prior to the start of the policy which result in a claim.
    22. Any condition or circumstance that is excluded from cover.
    23. Any claim caused by to flammable items.
    24. Claims recoverable from any other source.

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

## HOW TO MAKE A CLAIM

If **you** need to make a claim under this policy, **you** need to obtain a claim form. The quickest and easiest way to obtain a claim form is on **our** website. Log on to [www.eandl.co.uk](http://www.eandl.co.uk) and **you** will be able to download a claim form from the Claims section on the Contact **us** page. If **you** do not have access to the internet or a working printer please contact **us** either by e-mail at [claims@eandl.co.uk](mailto:claims@eandl.co.uk) or by phone on 03300 243 438 and **we** will be able to send **you** a claim form through the post.

Please ensure that **we** receive the claim form within 90 days of the date of the incident. If for any reason **you** are unable to send the claim form to **us** within 90 days please call **us** to notify **us** of the delays, as a failure to do so could result in the rejection of **your** claim.

For all claims please provide **us** with a copy of the invoices for the items **you** are claiming for along with a copy of any relevant contract along with the claim form.

For claims involving re-arrangement (e.g. photographs) or replacements (e.g. travel) **you** will need to send **us** the invoices for the costs following cancelled goods or services along with the quotes for the replacements or re-arrangements along with the claim form. Please remember **you** are required to seek **our** permission before **you** re-arrange any insured event.

For any claim relating to death or illness **we** will require the complete medical records of the individual involved as well as any invoices for the claimed items along with the claim form. Any cost involved in supplying the medical records must be paid by **you**.

For any claim relating to **financial failure** **we** will require substantiation of the **financial failure** along with the relevant invoices and the claim form.

For claims involving unemployment **we** will require confirmation of the initial notification of unemployment from the employer along with confirmation that the employment have been for at least the duration of 2 years in the same job, along with all relevant invoices and the claim form.

For any claim involving theft or a crime please ensure that **you** report the incident to the police within 24 hours of the incident, failure to do so could lead to the rejection of **your** claim.

For any claim where the premises have been closed by local authority **we** will require substantiation from the local authority of the closure along with the relevant invoices and the claim form.

For any claim involving non-attendance **we** will either require confirmation of the non-attendance from the individual or company involved or **we** will require up to date contact details along with the relevant invoices and the claim form.

For any claim **we** reserve the right to appoint a loss adjuster to assess **your** claim. If **we** deem it necessary to send **your** claim to a loss adjuster, they will contact **you** to either confirm a date and time suitable to meet with **you** or to request any information they need to conduct their investigation. **We** ask that **you** cooperate fully with the loss adjuster to help them efficiently deal with **your** claim.

Once **we** have received **your claim form we** will send an acknowledgement of receipt. **We** will then only contact **you** again if **we** require any further information to process **your** claim. If **we** require further information **we** ask that **you** co-operate fully and truthfully to give **us** any information **we** may need. Once the claim has been completed **we** will notify **you** of **our** decision. If **you** have not had any contact from **us** within 5 working days of sending the claim form please contact **us** either by email at [claims@eandl.co.uk](mailto:claims@eandl.co.uk) or by phone on 03300 243 438.

If **you** require any assistance with any aspect of **your** claim please contact **us** either by email at [claims@eandl.co.uk](mailto:claims@eandl.co.uk) or by phone on 03300 243 438.

If you wish to appeal against a decision made regarding your claim (including the assessment or the outcome), please write to the Claims Manager. If **you** wish to submit a formal complaint, please refer to **our** Complaints Handling Procedure.

### POLICY ALTERATION OR REINSTATEMENT & DUPLICATE DOCUMENTS

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

Should **you** request additional copies of **your** policy documentation to be issued by post, there will be a £10 "replacement documents" charge in respect of this.

### CANCELLATION RIGHTS

**You** can cancel at any time.

If **you** cancel within the first 14 days of policy inception, and no claim has been made, **you** will receive a full refund of any premium paid. If **you** have a monthly policy, cover will be cancelled with effect from the date **your** next policy premium is due.

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

Time on risk	Percentage of premium returned
One month	80% less £10

Two months	70% less £10
Three months	60% less £10
Four months	50% less £10
Five months	40% less £10
Six months	30% less £10
Seven months	25% less £10
Eight months	20% less £10
Over nine months	Nil

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

**We** may cancel this insurance at any time, in which case, **we** will return the premiums paid, in accordance with the above table. **Our** liability then ceases immediately but without affecting **your** or **our** rights under the policy up to the cancellation date. Notice will be treated as sufficiently given if posted to **your** last known address. Following the cancellation charge, no refund will be made of any amount equal to or less than £25.

Should **you** wish to alter **your** policy or cancel it please contact our office. This can be done in writing at the address noted below, by phone on 03300 243 360, fax 03300 242 971 or by emailing [policyadmin@eandl.co.uk](mailto:policyadmin@eandl.co.uk). For alterations and cancellation at renewal please write to the address noted below, telephone 03300 243 360, fax 03300 242 971 or email [renewals@eandl.co.uk](mailto:renewals@eandl.co.uk). If **you** have not received an acknowledgement from us within 14 days of sending details, **you** must post the details by recorded delivery.

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

### CLAIMS

If **you** require any assistance with any aspect of **your** claim please contact us either by e-mail at [claims@eandl.co.uk](mailto:claims@eandl.co.uk) or by phone on 03300 243 438. If **you** wish to appeal against a decision made regarding **your** claim (including the assessment or the outcome), please write to the Claims Manager. If **you** wish to submit a formal complaint, please refer to our Complaints Handling Procedure.

### COMPLAINT HANDLING PROCEDURE (YOUR LEGAL RIGHTS REMAIN UNAFFECTED)

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

All correspondence should be addressed to The Equine and Livestock Insurance Company Limited, Thorpe Underwood Hall, Ouseburn, York YO26 9SS.

If **you** do not receive satisfaction through our internal complaints handling procedure, **you** may refer **your** complaint to the Financial Ombudsman Service,

Exchange Tower, London, E14 9SR(tel: 0800 023 4 567 or 0300 123 9 123, email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk), website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)) within 6 months of the date of the Chief Executive Officer's response.

## CONTACT INFORMATION

Please note that **our** preferred method of contacting **you** is by email (upon receipt of a valid email address). **We** feel that contact by email is the quickest method of communication and using email rather than the post is kinder to the environment.

**Quotations/Sales:** t: 03300 243 254, f: 03300 242 971, e: [quotes@eandl.co.uk](mailto:quotes@eandl.co.uk)

Opening Hours: Mon to Fri 8.00am-8.30pm Sat 8.30am-5.00pm Sun 9.00am-4.00pm

**Claims:** t: 03300 243 438, f: 03300 242 971, e: [claims@eandl.co.uk](mailto:claims@eandl.co.uk)

Opening Hours: Mon to Fri 8am-7.00pm Sat 9.00am-12.00pm

**Existing Customers:** t: 03300 243 360, f: 03300 242 971, e: [policyadmin@eandl.co.uk](mailto:policyadmin@eandl.co.uk)

Opening Hours: Mon to Fri 8.00am-8.30pm Sat 8.30am-5.00pm Sun 9.00am-4pm

**Affiliates/Brokers:** t: 03300 243 229, f: 03300 242 971, e: [broker@eandl.co.uk](mailto:broker@eandl.co.uk)

Opening Hours: Mon to Fri 8.30am-5.00pm

### The Equine and Livestock Insurance Company Limited

Thorpe Underwood Hall, Ouseburn, York, YO26 9SS

Telephone: 03300 243 360 Fax: 03300 242 971

email: [info@eandl.co.uk](mailto:info@eandl.co.uk)

<http://www.eandl.co.uk>