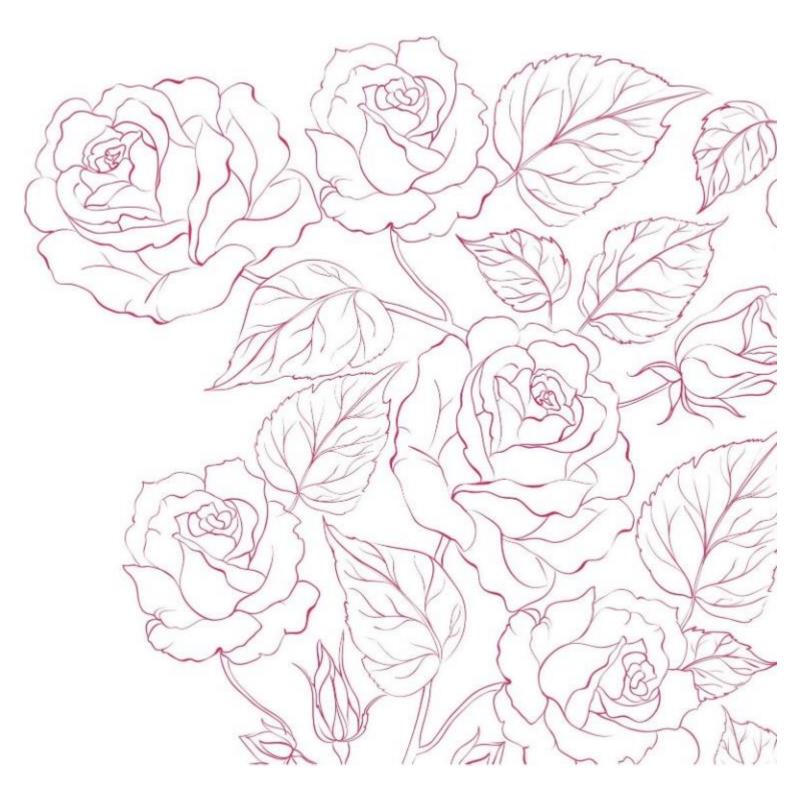


## Your policy wording



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## How to Make a Claim

If **you** need to make a claim, please let **us** know as soon as possible by contacting **us** in one of the following ways;

- Call us on 0344 4023115
- Email us at weddingplan@claimsconsortiumgroup.co.uk
- Write to us at WeddingPlan Insurance, Claims Consortium Group, Nightingale House, Taunton, TA1 3EN

## For Liability Claims

- Call us on 0343 2278610
- Email us at bspoke@kennedyslaw.com
- Write to us at Wedding Liability Claims, Kennedys Claims Handling, 6 Queen Street, Leeds, LS1 2TW

On all correspondence please tell **us you** are insured by Bspoke Underwriting Ltd for **WeddingPlan Insurance** and provide the unique policy number from **your schedule**. This will help **us** to validate **your** policy details and deal with **your** claim as quickly as possible.

## **Important Information**

Please take time to read the full policy document to make sure you understand the cover provided.

In return for the payment of **your** premium **we** will provide the insurance cover detailed in **your** policy **schedule** and this policy document, subject to the terms, conditions, and limitations shown in this document. **Your** cover is valid from and until the dates specified on **your** policy **schedule**.

Please refer to the policy documents provided to **you** when the policy was purchased or amended, for details of the type of and level of cover **your** policy provides.

## Information you have provided

**You** must take reasonable care to supply accurate and complete answers to all the questions **you** are asked when **you** take out or make changes to this policy.

You must notify WeddingPlan Insurance as soon as possible if any of the information in your policy documents is incorrect or if you wish to make a change to your policy. If you do not provide accurate and complete answers to the questions you are asked, or you fail to notify WeddingPlan Insurance of any incorrect information or changes you wish to make your policy may not operate in the event of a claim, we may not pay any claim in full or your policy could be invalid.

**You** must tell WeddingPlan Insurance as soon as possible about any changes to the information **you** provided when **you** purchased this policy, for example:

- If the cost of your wedding changes
- If the date of **your wedding** and/or **wedding reception** changes (Please note in these instances there will be a fee applicable if **your** new **wedding** date is within 24 months of the date of purchase. If the new date is within 24-36 months of the date of purchase, there will be a fee plus an additional premium applicable).

This is not an exhaustive list and any changes **you** tell **us** about may affect **your** cover or result in a change to **your** premium. If **you** are unsure whether a change may affect **your** cover, please contact WeddingPlan Insurance.

## **Your Insurer**

WeddingPlan Insurance is a trading name of PlanProtect Limited, registered office Suite F2, The Annex, Seven Hills Business Centre, South Street, Morley, Leeds, LS27 8AT, registered in England and Wales (Registered company number 14519486). PlanProtect Limited is an appointed representative (FRN 988654) of Bspoke Commercial Limited, a company authorised and regulated by the Financial Conduct Authority (FRN 709456).

This insurance is arranged by PlanProtect Limited (Trading as WeddingPlan Insurance) and underwritten by Bspoke Underwriting Ltd on behalf of Watford Insurance Company Europe Limited Watford Insurance Company Europe Limited is a Gibraltar based insurance company with its registered office at; P O Box 1338, First Floor, Grand Ocean Plaza, Ocean Village, Gibraltar.

Bspoke Underwriting Ltd is authorised and regulated by the Financial Conduct Authority. Firm Reference No. 310101. **You** can check **our** details on the Financial Services Register <a href="https://register.fca.org.uk/">https://register.fca.org.uk/</a>.

Watford Insurance Company Europe Limited is authorised and regulated by the Gibraltar Financial Services Commission under incorporation number 112869. This can be checked by visiting the Gibraltar FSC website at https://www.fsc.gi/.

As an insurance company authorised in Gibraltar, Watford Insurance Company Europe Limited is permitted under the Financial Services and Markets Act 2000 (Gibraltar) Order 2001 to conduct business in the **United Kingdom** under FCA reference 714197. **You** can check this by visiting the Financial Services Register on the FCA website at <a href="https://register.fca.org.uk">https://register.fca.org.uk</a>.

Details about the extent of its regulation by the Financial Conduct Authority are available on request.

#### **Your Claims Administrator**

Claims Consortium Group, Nightingale House, Taunton, TAI 3EN

## **Complaints Procedure**

If **you** have any cause for complaint regarding this insurance, please refer to the complaint section on page 16

## **Your Right to Cancel**

If you are unhappy with your policy for any reason you have the right to cancel within 14 days of receiving your policy and have your full premium refunded providing the wedding has not taken place and/ or no claims have been made or are pending. Thereafter you may cancel the insurance policy at any time by informing us however no refund of premium will be payable. Full details regarding your right to cancel are available on page 16.

## **Policy Limits**

All sections of **your** policy have limits on the amount **we** will pay under that section. Sometimes there are limits within the section for specific items. Please refer to **your schedule**.

## **Policy Excesses**

Under most 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. Please refer to **your Schedule** for full details.

## **Geographical Limits**

This policy applies to Weddings taking place anywhere in the world except for the following circumstances; There is no cover for **weddings** or **wedding receptions** taking place outside of the **United Kingdom** or The **Continent of Europe** for the following sections;

- Section 8 Personal Liability for the **marrying couple** There is no cover for **weddings** or **wedding receptions** taking place outside of the **United Kingdom** under the following sections;
- Section 10 Optional Marquee Hire
- Section 11 Optional Public Liability for Guests

## **Accessibility & Alternative Formats**

This policy and other documentation are also available in large print, audio and Braille. If **you** require any of these formats, please contact WeddingPlan Insurance.

## **Care & Unattended Property**

**You** must exercise care to prevent illness or injury and prevent loss or damage to **your** property. There is no cover for property left unattended in a place to which the general public has access.

## Salvage

Where **we** settle any part of **your** claim **we** may, at **our** discretion, take ownership of **your** property or agree a reduction in **your** claim so **you** can retain ownership.

## **Pre-Existing Medical Conditions**

The policy does not cover any claims caused by or arising from any of the following situations relating to the **marrying couple**, their close relative or any person upon whom the cost of the **wedding** or **wedding services** depends if, at the point when **you** buy the policy;

- a) anyone has been given a terminal prognosis.
- b) anyone is acting against medical advice.
- c) anyone is on a waiting list for hospital treatment
- anyone is awaiting the results of any tests or medical investigations.

## **IMPORTANT NOTE ON CORONAVIRUS**

We draw your attention to the exclusions detailed in the 'General Exclusions' section, in particular exclusion 30 on page 14 as this policy will not provide cover for any loss, damage, claim, cost(s) expense or other sums, directly or indirectly caused by, arising or resulting from, or in connection with any pandemic, epidemic, outbreak of disease or public health emergency, as declared by the World Health Organisation (WHO), a national government agency/body, local authorities, or any officially recognised body. This policy also offers no cover for any disease, illness or conditions that is caused by or transmitted by means of any substance or agent from any organism to another organism (human or otherwise) where the substance or agent includes, but is not limited to any pathogen, virus, bacterium, parasite, fungus or other organism, micro- organism or any mutation or variation thereof, whether deemed living or not, and whether transmitted directly or indirectly by means of airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms.

## **WEDDING CLAIMS HELPLINE:**

## 0344 4023115

Full details of how to make a claim are shown on Page 2

## **Conditions & Exclusions**

General conditions and general exclusions will apply to the whole of your policy. These are detailed in full on pages 13 and 14 but some of the key points are highlighted here;

#### This insurance does not cover:

- Any actual or alleged loss, damage, liability, injury, sickness, cost or expense, regardless of any other cause contributing concurrently or in any sequence, in any way caused by or resulting directly or indirectly from Infectious or contagious disease
- Deciding not to proceed with the marriage or register the civil partnership and/or associated celebrations are not circumstances covered by this policy.
- Any claims caused by or arising from any of the following situations relating to the marrying couple, their close relative or any person upon whom the cost of the wedding or wedding services depends if, at the point when you buy the policy;
  - a) anyone has been given a terminal prognosis.
  - b) anyone is acting against medical advice.
  - anyone is on a waiting list for hospital treatment.
  - d) anyone is awaiting the results of any tests or medical investigations.
- This policy does not cover claims arising from incidents involving;
  - a) bouncy castles or other inflatables.
  - b) fireworks or other pyrotechnic devices or effects If you are intending to arrange this type of entertainment, we would recommend that you consider additional specialist liability insurance.
- This policy does not offer cover when you know, when buying this policy, that there is already a problem that may lead to a claim.
- This policy does not offer cover for your financial circumstances or those of any person or company on whom the wedding arrangements depend, except as provided for in Part 1 | Cancellation Point
- Either one of the marrying couple must be resident in the United Kingdom, have been living permanently in the United Kingdom for at least six months prior to the purchase of this policy and be registered with a local medical practitioner.
- In the event of a claim, contracts for goods and services must be evidenced in writing directly between you and your individual suppliers. For example, there is no cover for wedding planning services where the planner is responsible for paying on monies to other suppliers.

## **Definition of Words**

Wherever the following words or phrases appear in bold within this policy they will always have the same meaning.

## **Additional Costs**

Any extra charges incurred due to the rearrangement of **wedding services** and/or **wedding reception**. These costs represent the financial difference between the original cost of the planned **wedding services** and/or **wedding reception**, and the cost associated with their rearrangement.

## **Adverse Weather**

Weather conditions that are such that they cause major disruption to travel services i.e. rail, road or bus, thus severely affecting the ability of **you** and/or **your** close relatives to reach the **wedding** or **wedding** reception.

## **Ancillary Equipment**

Staging, chairs, tables and portable toilets. (for **marquee** cover only).

## **Attendants**

Non-professional participants in the **wedding**, traditionally assistants of the **marrying couple**. Bodily Injury

Injury caused by external and visible means.

## **Ceremonial Attire**

Clothing and accessories of the marrying couple, attendants and the parents of the marrying couple, whether hired or owned, including ceremonial swords and associated regalia.

## **Close Relative**

**Your** spouse, partner, fiancé(e), parent, parent-in-law, step- parent, son, son-in-law, step-son, daughter, daughter-in-law, step- daughter, grandparent, grandson, granddaughter, brother, brother- in-law, stepbrother, sister, sister-in-law or step-sister.

## **Consequential Loss**

Any other costs that are directly or indirectly caused by the event which led to **your** claim. An example of such loss would be the loss of earnings following Bodily Injury or illness.

## **Continent of Europe**

Albania, Andorra, Austria, Belarus, Belgium, Bosnia and Herzegovina, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Faroe Islands, Finland, France, Germany, Gibraltar, Greece, Hungary, Iceland, Italy including Vatican, Latvia, Liechtenstein, Lithuania, Luxembourg, The Former Yugoslav Republic of Macedonia, Malta, Moldova, Monaco, Netherlands, Norway, Poland, Portugal including Madeira, Republic of Ireland, Romania, San Marino, Serbia and Montenegro, Slovakia, Slovenia, Spain including Balearics and Canaries, Sweden, Switzerland, Turkey. Any country which is a member of the European Union.

## **Deposits**

Means the initial amount paid to secure the services of a **wedding** service supplier. This is the minimum amount required by the supplier as part of the contractual agreement to ensure their services for **your wedding**.

## **Essential Documents**

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

## **Financial Failure**

The bankruptcy, compulsory liquidation, insolvency, compulsory winding-up and/or the appointment of a receiver or administrator resulting in the inability of the **wedding** service supplier being able to provide the service which it was contracted to provide

#### Home

Your permanent residential address in the **United Kingdom** 

## Marquee

Shall mean the hired **marquee**, tent, gazebo, tepee, wigwam, papakata or summer house arrangement and any **ancillary equipment** hired to use alongside the **marquee**.

## **Marrying Couple**

The couple entering into the contract of marriage, blessing, renewal of vows or civil partnership.

#### **Medical Practitioner**

A **United Kingdom** registered practising member of the medical profession who is not related to you.

#### **Period of Insurance**

As specifically defined on your policy schedule

## **Property Insured**

The marquee as defined, together with ancillary equipment hired or leased by you, solely for the purpose of your wedding and for which you are responsible.

## **Relevant Authority**

Any official body that possesses the legal right to order the closure of your booked **wedding** and/or **wedding reception** venue due to specific, unforeseen circumstances at the venue itself (e.g., the Fire Brigade in case of fire safety concerns). However, this definition does not extend to cover mass venue closures or temporary service suspensions ordered by government legislation or decrees.

## Resident

Your main residence must be in the United Kingdom, you must have been living permanently in the United Kingdom for at least six months prior to the purchase of this policy and you must be registered with a local medical practitioner in the United Kingdom.

## Schedule

The document which shows **your** unique policy number, the names of those insured and the date/s of **your wedding** and/or **wedding reception** and details **your** cover. It attaches to and should be read in conjunction with this policy wording.

## **United Kingdom**

England, Wales, Scotland and Northern Ireland

## We, Our, Us

Bspoke Underwriting Ltd on behalf of Watford Insurance Company Europe Limited.

## Wedding(s)

A ceremony which creates a contract of marriage or civil partnership which is legally enforceable within the **United Kingdom** occurring on the **wedding** date. Or, for the purposes of this insurance, a similar single, specific event/ceremony/blessing arranged to celebrate a marriage or renewal of vows conducted by an officiating minister.

## **Wedding Date**

The day specified to **us** and shown in the **schedule** for the **wedding** to take place.

## **Wedding Gifts**

**Gifts** for the **marrying couple** presented for the purposes of celebrating the **wedding**.

## Wedding Reception(s)

The social gathering held in celebration of the **wedding**. This can include, but is not limited to, room hire, catering, and entertainment.

## **Wedding Rings**

The ring(s) exchanged by the **marrying couple** at the **Wedding**.

## **Wedding Services**

Shall mean the providers of professional photography and/or professional video operation; floral arrangements; **wedding** planning services (excludes responsibility for paying suppliers on **your** behalf), venue dressers and decorators, hired cars or transport; toastmaster; venue; **wedding** cake; ceremonial attire; catering; DJ/disco; band/musician or paid entertainment contracted directly by **you** to provide services at the **wedding** or **wedding reception** 

## You, Your(s)

The **marrying couple** named in the **schedule** or, for the purposes of certain sections, and where appropriate, the person upon whom the cost of the **wedding** or **wedding services** depends.

## **Your Policy Cover**

## Section 1 | Cancellation or Rearrangement of Your Wedding and/or Receptions

If your wedding can no longer go ahead, you will need to choose whether to cancel your wedding or to rearrange it. If you choose to cancel the wedding, the intention of the policy is to pay for any costs that you have incurred to date which cannot be recovered from any other source. If you choose to re-arrange your wedding, we will pay reasonable additional costs incurred to amend your existing arrangements to meet your new requirements. We cannot consider claims made under both the cancellation and rearrangements parts of this section of cover.

Cover under Section 1 commences from the date the premium is paid and applies until the completion of the **wedding** and/or **wedding reception**, as detailed on **your schedule**, or a claim being made under Section 1, whichever occurs first.

#### **IMPORTANT:**

You can only claim once under Section 1 Part 1 for Cancellation. All cover under this policy will cease once a claim has been paid under this section of the policy. If you make a claim in relation to Section 1 Part 2 for Rearrangement, then this section of the policy is used and you can no longer use this section for the rearranged wedding(s) or any future wedding(s). All other sections will remain in force until the date of the rearranged wedding(s).

## Part 1 | Cancellation

## What you are covered for:

We will pay up to the amount as detailed on your schedule, for any irrecoverable expenses incurred by you in respect of ceremonial attire, flowers, photographs, caterers, transport, accommodation for you and your close relatives and the services from any other wedding services supplier booked but not used as a direct result of the unavoidable cancellation of the wedding or wedding reception as a result of:

- 1. closure by a **relevant authority** which prevents **your wedding** or **wedding reception** taking place.
- 2. damage to the venue.
- 3. murder or suicide at the venue.
- 4. the death, injury or sickness of **you** or **your close relative** which would make continuance of the **wedding** inappropriate.
- the total non-appearance on the wedding day of any booked and paid for professional wedding services which prevents your wedding or wedding reception from taking place.
- 6. accidental complete loss of or damage to ceremonial attire to be worn by the **marrying couple** that occurs up to 1 month prior to the **wedding** and which renders the items unwearable and the purchase or hire of alternatives is not possible.
- 7. redundancy, where consultation commences or notice is received at least 8 weeks after the issue of the policy and qualifying for payment under the

- current redundancy legislation, of **you** or any of **your** close relatives who would have made proven, significant, financial contributions on which the **wedding** arrangements depend. For clarification, any redundancy directly or indirectly arising from an enforced government lockdown is not covered.
- 8. the unforeseen posting overseas of **you** or **your close relative** which occurs during the **period of insurance** as a result of being a serving member of the **United Kingdom** armed forces or unavoidable and necessary duty for the Ambulance Service or health service, Coastguard, Fire Brigade or Police Personnel.
- 9. the non-appearance of the officiating minister or registrar.
- the inability of you and/or your close relatives to reach the wedding or wedding reception venue due to adverse weather conditions.

## Part 2 | Rearrangement

In the event of cancellation of the **wedding**, **wedding reception**/s or **wedding services** for reasons specified in Part 1 above, **we** will pay up to the amount as detailed on **your schedule**, to reimburse **you** for reasonable **additional costs** incurred in rearranging the **wedding** and/or **wedding** reception and/or **wedding** services to a similar standard to that catered for by the original budget. **We** would expect services of a similar standard to not exceed the original invoiced costs by more than 25%. For example if **your wedding** was £10,000 **we** would expect the difference in costs to not exceed £2,500.

## WHAT YOU ARE NOT COVERED FOR:

- 1. the first £50 of each and every claim.
- any additional costs and expenses that have not been notified to us and agreed in advance of the rearranged wedding.
- 3. any claim arising directly or indirectly from:
  - a. financial losses recoverable from any other
  - b. government regulation or act in regard to mass venue closures or temporary suspension of goods and/or services provided by the booked venue and **wedding services** suppliers.
  - c. strikes or labour disputes.
  - d. unemployment, other than redundancy as specified in Part 1 | Cancellation Point 7.
  - e. **your** financial circumstances or those of any person or company on whom the **wedding** arrangements depend, except as provided for in Part 1 | Cancellation Point 7.
  - f. **wedding** arrangements not honoured by **your** employer, other than as provided in section Part 1 | Cancellation Point 8.
  - g. deciding not to continue with the contract of marriage or civil partnership as agreed or failure to comply with legal requirements or **your** failure to obtain the relevant legal documentation.
  - failure to notify the provider of any goods or service immediately it is found necessary to cancel the wedding or wedding reception.
  - claims made under both parts of this section of cover.
  - wilful and malicious acts and any acts of vandalism by persons invited to the wedding or wedding reception by you.

## **Section 2 | Ceremonial Attire**

## WHAT YOU ARE COVERED FOR:

We will pay up to the amount as detailed on your schedule, for:

- the repair or replacement (at our discretion) of ceremonial attire, that has been purchased by you, if such attire is lost or damaged whilst in your possession or that of a close relative within 1 month prior to the wedding, and for a subsequent 48 hours thereafter
- 2. loss or damage to ceremonial attire, that has been hired by you, within 48 hours before and after the **wedding**
- loss or damage to ceremonial swords and associated regalia worn and/or used by you and your attendants within 48 hours before and after the wedding

## **IMPORTANT:**

In respect of point 2) above, an amount will be deducted in respect of hired attire to reflect previous wear and tear.

## WHAT YOU ARE NOT COVERED FOR:

**We** will not pay for the following in connection with claims made under this section:

- 1. the first £50 of each and every claim.
- 2. loss or damage arising from wear or tear, moth, vermin, atmospheric or climatic condition, deterioration, depreciation, confiscation, detention or any process of cleaning, restoration or repair.
- loss or damage which, but for the existence of this policy, would be otherwise insured.
- 4. any loss (other than by damage) not reported to the police within 24 hours of discovery.
- 5. loss or damage by theft or attempted theft of any ceremonial attire left in any unattended vehicle, unless the property is left in the locked boot or locked glove compartment of the vehicle, concealed from view and there is evidence of visible and forcible entry which is confirmed in a Police report.
- 6. **financial failure** of any service providers. This cover is provided in Section 7.
- wilful and malicious acts and any acts of vandalism by persons invited to the wedding or wedding reception by you.
- ceremonial swords taken outside of the **United Kingdom**.

## Section 3 | Wedding Gifts, Cash and Vouchers

## WHAT YOU ARE COVERED FOR:

We will pay up to the amount as detailed on your schedule, (subject to a maximum of £250 for any one item) 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 one month prior to the wedding and for a subsequent 24 hours after the wedding reception. If the wedding reception does not take place on the same day as the wedding, wedding gifts are covered on the date of the wedding reception and for a subsequent 24 hours after.

## WHAT YOU ARE NOT COVERED FOR:

- 1. the first £50 of each and every claim,
- 2. any loss (other than by damage) not reported to the police within 24 hours of discovery,
- 3. loss or damage arising from wear or tear, moth, vermin, atmospheric conditions, deterioration, depreciation, confiscation, detention or any process of cleaning, restoration or repair.
- 4. loss or damage which but for the existence of this policy would be otherwise insured.
- 5. loss or damage by theft or attempted theft of any wedding gifts left in any unattended vehicle, unless the property is left in a locked boot or locked glove compartment of the vehicle, concealed from view and there is evidence of visible and forcible entry which is confirmed in a Police report.
- 6. loss or damage by theft or attempted theft of any wedding gifts left in the home or ceremony venue or wedding reception venue, unless there is evidence of visible and forcible entry which is confirmed in a Police report.wilful and malicious acts and any acts of vandalism by persons invited to the wedding or wedding reception by you.

## Section 4 | Rings, Flowers, Attendants Gifts and Wedding Cake

## WHAT YOU ARE COVERED FOR:

**We** will pay up to the amount as detailed on **your schedule**, for loss of or damage to:

- wedding rings.
- 2 flowers
- 3. **attendants**' gifts.
- 4. the **wedding** cake.

## Cover under this section commences;

- 7 days 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.
- 2. 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 and **attendants**' gifts.
- 36 hours prior to the wedding reception and expires 24 hours after the wedding reception, or when a claim is made under this section of the policy, whichever occurs first, in respect of the flowers, attendant's gifts and wedding cake.

## WHAT YOU ARE NOT COVERED FOR:

**We** will not pay for the following in connection with claims made under this section:

- l. the first £50 of each and every claim.
- theft of wedding ring(s), flowers and attendants' gifts unless such items were removed by visible and forcible means, which is confirmed in a Police report.
- 3. any loss not reported to the police within 24 hours of discovery.
- 4. loss or damage which but for the existence of this policy would be otherwise insured.
- 5. contracts which are not in writing.
- 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.
- 7. loss or damage by theft or attempted theft of any wedding ring(s), 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 visible and forcible entry which is confirmed in a Police report.
- 8. **financial failure** of any service providers. This cover is provided in Section 7.
- wilful and malicious acts and any acts of vandalism by persons invited to the wedding or wedding reception by you.

## **Section 5 | Cars & Transport**

## WHAT YOU ARE COVERED FOR:

We will pay up to the amount as detailed on your schedule, 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 the premium is paid and applies until completion of the wedding and wedding reception or a claim being made under this section of the policy, whichever occurs first.

## WHAT YOU ARE NOT COVERED FOR:

- 1. the first £50 of each and every claim.
- 2. losses recoverable from any other source.
- 3. losses which may 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 supplier not failed to meet their contractual obligations.
- 6. **financial failure** of any service providers. This cover is provided in Section 7/.
- wilful and malicious acts and any acts of vandalism by persons invited to the wedding or wedding reception by you

## Section 6 | Photography & Videos

## WHAT YOU ARE COVERED FOR:

**We** will pay up to the amount as detailed on **your schedule**, to reimburse **you** for unforeseen expenses necessarily incurred to take/re-take **wedding** photographs or videos or refund any non-recoverable amount which **you** originally contracted to pay as a direct and necessary consequence of:

- non-appearance at the wedding of the professional photographer or professional video operator contracted for the wedding.
- 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.
- 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** date or a claim being made under this section of the policy, whichever occurs first.
- 4. if it is planned to take photographs of the marrying couple cutting the wedding cake, we will pay up to the amount as detailed on your 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.

## **IMPORTANT:**

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

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

## WHAT YOU ARE NOT COVERED FOR:

**We** will not pay for the following in connection with claims made under this section:

- 1. the first £50 of each and every claim.
- 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.
- costs for travel and accommodation for attendees other than the marrying couple and their close relatives.
- 6. the cost of retaking photos that have already been successfully developed and delivered.
- 7. **financial failure** of any service providers. This cover is provided in Section 7.
- wilful and malicious acts and any acts of vandalism by persons invited to the wedding or wedding reception by you.

## Section 7 | Financial Failure of Suppliers

## WHAT YOU ARE COVERED FOR:

Following the **financial failure** of any **wedding** service supplier contracted and paid for by you, **we** will pay up to the amount as detailed on **your schedule**, for the **deposits you** have directly paid to them that cannot be recovered.

Cover under this section starts from the date **you** pay the premium and remains in effect until the completion of **your wedding** and **wedding reception** or until a claim is made under this section of the policy, whichever happens first.

## **IMPORTANT:**

Please note that any claims incurred within the initial eight weeks following the payment of the premium will not be covered under this section of the policy.

**We** will only cover one claim per **wedding** service in relation to the **financial failure** of suppliers. **We** may, at **our** discretion, rely on publicly available records (such as Companies House or The Gazette) to validate the **financial failure** of **your** supplier.

## WHAT YOU ARE NOT COVERED FOR:

- 1. the first £50 of each and every claim.
- 2. any amounts recoverable from other sources.
- costs that would have been incurred if the original supplier had not ceased trading.
- costs resulting from the **financial failure** of a wedding gifts supplier or any supplier not contracted by and pre-paid by you.
- 5. costs arising from the **financial failure** of a professional **wedding** planner beyond the fees paid solely for their services. **We** will not reimburse any costs paid to the **wedding services** planner to pay other **wedding** service providers not directly contracted by you.
- 6. costs incurred when there is no valid written contract clearly outlining the costs, terms, and conditions between **you** and the **wedding services** supplier. Please note that verbal agreements or agreements made with a third party on **your** behalf will not be considered valid for claims purposes. It is essential to have a comprehensive written contract in place to ensure coverage.
- willful and malicious acts, as well as acts of vandalism by individuals invited to the wedding or wedding reception by you.
- 8. any company that enters into a Company Voluntary Agreement (CVA).
- 9. the **financial failure** of any supplier not registered on Companies House.

## Section 8 | Personal Liability for the Marrying Couple

## WHAT YOU ARE COVERED FOR:

We will pay up to the maximum amount shown on your policy schedule for any one claim, or series of claims occurring during, and being directly related to your wedding or wedding Reception.

**We** cover claims made against you, because of your proven negligence, which result in you being legally responsible for causing:

- 1. accidental bodily injury or death to any person, or
- 2. accidental loss of, or damage to, third party property

The total amount payable includes reasonable defence costs and expenses. By this **we** mean costs incurred with **our** prior written agreement to investigate, settle or defend a claim against you. All claims which arise from the same single or original cause or source will be regarded as one claim.

## **IMPORTANT:**

- a) This section does not provide cover for claims arising from the actions of anyone other than the marrying couple, except where the marrying couple would be held liable for them in law, for example, their child.
- b) This section does not include any additional liability accepted under a hiring or booking contract.
- c) Please note cover under this section does not apply to weddings taking place outside the United Kingdom and The Continent of Europe.

## WHAT YOU ARE NOT COVERED FOR:

**We** will not pay for the following in connection with claims made under this section:

- an excess of £250 for each and every claim arising from damage to third party property.
- any liability incurred more than 24 hours before or more than 24 hours after **your wedding** or **wedding** Reception.
- damage to any property belonging to you, or which at the time of the loss or damage is in **your** care, custody or control.
- bodily injury to any of your employees or to your partner or to any of your relatives that permanently live with you.
- 5. that part of any claim where **your** right of recovery is restricted by any contract.
- fines and contractual penalties, punitive or exemplary damages. By this we mean additional damages awarded by way of punishment when the defendant's behaviour was found to be particularly harmful.
- 7. **your** liability under any contract which is greater than the liability **you** would have at law without the contract
- 8. claims where **you** are entitled to financial assistance or compensation, also known as indemnity, from another source.
- claims arising out of the ownership, possession or use of motorised vehicles, yachts or motorised waterborne craft, airborne craft or aerial device of any description, animals or firearms and weapons.
- any defective erection, used or dismantled by you or on your behalf, or any staging, marquees or temporary structures.
- 11. loss or damage caused to flooring of any kind.

12. claims arising from any act, breach, omission or infringement **you** deliberately, spitefully, dishonestly or recklessly commit, condone or ignore which could reasonably be expected to cause injury or damage to another party.

## Section 9 | Overseas Essential Documents

## WHAT YOU ARE COVERED FOR:

We will pay up to the amount as detailed on your 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 essential documents which are necessary to your wedding taking place outside the United Kingdom, and which, during the period defined in 2) below, are lost or damaged for reasons beyond your control.

#### Cover under this section:

- applies only in respect of weddings taking place outside the United Kingdom;
- commences from the date of issue of this policy and applies until the **wedding** takes place or a claim is made under this section of the policy, whichever occurs first.

## **IMPORTANT:**

When travelling, **essential documents** must be kept with **you** on **your** person or in **your** hand luggage. There is no cover for loss of documentation that has been checked in and/ or placed in the custody of an airline or any other transport provider.

## WHAT YOU ARE NOT COVERED FOR:

- 1. loss or damage.
  - a. arising from confiscation or detention by customs officials or other authorities.
  - b. due to wear and tear.
  - not reported to the consular representatives of the relevant issuing country within 24 hours of discovery of the 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.
- 4. loss of documents when stored in suitcases or other like receptacles whilst in the custody of the airline or other carriers.
- wilful and malicious acts and any acts of vandalism by persons invited to the wedding or wedding reception by you.

## **Section 10 | Optional Marquee Hire**

## WHAT YOU ARE COVERED FOR:

We will pay up to the amount as detailed on your schedule, in the event of loss of or damage to the property insured by any cause not specifically excluded occurring during the period of hire. Cover under this section includes cancellation and rearrangement as a direct result of loss of or damage to the marquee. There is a single item limit of £2,000 for any ancillary equipment.

#### **IMPORTANT:**

This section applies only where the appropriate premium has been paid and is stated on **your** policy **schedule**.

## WHAT YOU ARE NOT COVERED FOR:

**We** will not pay for the following in connection with claims made under this section:

- 1. the first £100 of each and every claim.
- 2. erection and/or dismantling of any hired equipment.
- 3. audio visual entertainment equipment unless specifically mentioned.
- 4. any claim in respect of owned or hired generators.
- loss or damage suffered by you as a result of being deceived into knowingly parting with property.
- 6. damage to flooring caused by footwear.
- 7. consequential loss of any kind or description financial.
- 8. losses recoverable from any other source.
- 9. loss or theft from unattended venues or vehicles.
- 10. theft or attempted theft of **property insured** unless involving visible and forcible entry or exit, which is confirmed in a Police report.
- 11. any loss, damage, liability, cost or expense of any kind caused by or resulting from poor or faulty design, workmanship or materials.
- wilful and malicious acts and any acts of vandalism by persons invited to the wedding or wedding reception by you.
- 13. marquee hire for a wedding or wedding reception outside of the United Kingdom

## Section 11 | Optional Public Liability for Guests

## WHAT YOU ARE COVERED FOR:

We will pay up to the maximum amount shown on your policy schedule for any one claim, or series of claims occurring during, and being directly related to, your wedding or wedding Reception, which guests invited by you to your wedding and/or wedding reception become legally liable for;

- 1. accidental bodily injury or death to any person, or
- 2. accidental loss of, or damage to, third party property.

The total amount payable includes reasonable defence costs and expenses. By this **we** mean costs incurred with **our** prior written agreement to investigate, settle or defend a claim against you. All claims which arise from the same single or original cause or source will be regarded as one claim.

#### **IMPORTANT:**

Cover under this section does not apply to **weddings** taking place outside of the **United Kingdom**.

#### WHAT YOU ARE NOT COVERED FOR:

- an excess of £250 for each and every claim rising from damage to third party property.
- any liability incurred more than 24 hours before or more than 24 hours after your wedding or wedding reception.
- damage to any property belonging to you, or which at the time of the loss or damage is in **your** care, custody or control.
- 4. bodily injury to any of **your** employees or to **your** partner or to any of **your** relatives that permanently live with you.
- that part of any claim where **your** right of recovery is restricted by any contract.
- fines and contractual penalties, punitive or exemplary damages. By this we mean additional damages awarded by way of punishment when the defendant's behaviour was found to be particularly harmful.
- 7. any bodily injury, death or accidental damage to property occurring outside of the **United Kingdom**.
- 8. **your** liability under any contract which is greater than the liability **you** would have at law without the contract.
- claims where **you** are entitled to financial assistance or compensation, also known as indemnity, from another source.
- claims arising out of the ownership, possession or use of motorised vehicles, yachts or motorised waterborne craft, airborne craft or aerial device of any description, animals or firearms and weapons.
- 11. any defective erection, used or dismantled by **you** or
- 12. **your** behalf, or any staging, **marquees** or temporary structures.
- 13. loss or damage caused to flooring of any kind. claims arising from any act, breach, omission or infringement **you** deliberately, spitefully, dishonestly or recklessly commit, condone or ignore which could reasonably be expected to cause injury or damage to another party.

## General Conditions Applicable to all Sections of Your Policy

## CONDITIONS WHICH APPLY TO ALL SECTIONS OF THIS INSURANCE

- 1. You must take care to:
  - a) supply accurate and complete answers to all the questions we may ask as part of your application for cover under the policy;
  - b) 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 accurate answers may mean that **your** policy is invalid and that it does not operate in the event of a claim.

- Written evidence of any event which may give rise to a claim shall be given to us (or our claims service) as soon as is practical. All documents required in support of a claim, including items being claimed for if required by us, shall be produced by you, and at your expense. Additional action then depends on the type of claim:
  - a. theft, loss or malicious damage or vandalism tell the police immediately and obtain a police report
  - b. legal liability for injury or damage forward to us immediately upon receipt any writ, summons or other legal process issued or commenced against you. You must not negotiate, admit or repudiate any claim without our consent
  - c. you must provide us, at your expense, with all reasonable details and evidence which we ask for concerning the cause and amount of 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 give any representation or other undertakings binding upon us. We shall be entitled to conduct all proceedings arising out of or in connection with claims in your name, and to instruct solicitors of our own choice for this purpose.
- 4. The due observance and fulfilment of all the terms and conditions of this insurance by you, or anyone acting on **your** behalf, in so far as they relate to anything to be done or complied with by you, or anyone acting on **your** behalf, shall be a condition precedent to **our** liability to make any payment under this insurance.
- No refund of premium is allowed, other than in respect of the cooling off period, once the insurance has been purchased.
- 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.
- 7. **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 false or if any fraudulent means or devices are used by **you** or anyone acting on **your** behalf to obtain benefits from this insurance, all benefits under this insurance shall be forfeited and no return of premium shall be due.

- 8. The final **wedding reception** must conclude within 21 days of the **wedding** date. However, this period can be extended to 56 days if the appropriate additional premium has been paid, and this extension is clearly stated on **your** policy **schedule**.
- 9. **You** may not transfer **your** interest in this insurance.
- Our total liability shall not exceed the respective sums as detailed on your schedule.
- 11. **You** shall agree to medical examination at **your** own expense except post mortem which **we** reserve the right to have undertaken at **our** own expense.
- 12. We may, at our own expense, take proceedings in your name to recover compensation or secure an indemnity from any third party in respect of any loss or damage covered by this insurance, and any amount so recovered shall belong to us.
- 13. In the event of a claim, **you** must produce written documentation to show that original contractual obligations with suppliers were evidenced or that ownership of goods existed.
- 14. **You** may not claim under more than one section or part of this policy for the same financial loss.
- 15. This policy may be cancelled without the consent of a third party.
- 16. A person who is not a party to this contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract. This does not affect any right or remedy of a third party which exists or is available apart from that Act.

## General Exclusions Applicable to all Sections of Your Policy

The Insurance policy does not cover:

- Claims caused by or arising from any of the following situations relating to the marrying couple, their close relative or any person upon whom the cost of the wedding or wedding services depends if, at the point when you buy the policy;
  - a. anyone has been given a terminal prognosis
  - b. anyone is acting against medical advice
  - c. anyone is on a waiting list for hospital treatment
  - d. anyone is awaiting the results of any tests or medical investigations.
- Notwithstanding any other provision herein, this
  insurance does not cover; Any actual or alleged loss,
  damage, liability, injury, sickness, cost or expense,
  regardless of any other cause contributing
  concurrently or in any sequence, in any way caused
  by or resulting directly or indirectly:
  - a. Infectious or contagious disease;
  - b. any fear or threat of (a) above; or
  - any action taken to minimise or prevent the impact of above.

Infectious or contagious disease means any disease capable of being transmitted from an infected person, animal or species to another person, animal or species by any means.

- This policy does not offer cover when you know, when buying this policy, that there is already a problem that may lead to a claim.
- 4. Any direct or indirect consequence of war, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority.
- 5. Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.
- 6. Losses directly or indirectly occasioned by pressure waves caused by aircraft or other flying devices travelling at a sonic or supersonic speed.
- 7. Losses directly or indirectly occasioned by, happening through, or in consequence of alcoholism, the use of intoxicating drink or drugs (other than drugs taken in accordance with treatment prescribed by a registered **medical practitioner**, but not for drug addiction) or self exposure to needless peril (except in an attempt to save human life).
- 8. Any direct or indirect consequence of:
  - Irradiation, or contamination by nuclear material; or
  - The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
  - Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.
- Any loss whereby any period of disability or loss whatsoever is increased through your own act or omission.
- 10. Any property more specifically insured.
- Incidents which may give rise to a claim not notified in writing to us (or our claims service) within a reasonable timeframe.

- 12. Losses arising as a result of consequential loss of any kind.
- 13. Any claim arising directly or indirectly from injury, illness, death, loss, expense or other liability attributable to sexually transmitted disease.
- 14. 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).
- 15. In respect of persons who are not **resident** in the **United Kingdom**, where such liability would not have existed had those persons been **resident** in the **United Kingdom** and not elsewhere, unless specifically agreed by us.
- 16. Wilful and malicious acts and any acts of vandalism by persons invited to the **wedding** or **wedding reception** by you.
- 17. Any circumstance manifesting itself after the date of the **wedding** and/or **wedding reception** booking but prior to the date of issue of this policy.
- 18. Third party rights and no party other than **you** may claim benefit under the terms of this insurance.
- 19. 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.
- 20. Loss or theft from unattended venues or vehicles unless involving visible and forcible entry to or exit of.
- 21. Theft or attempted theft unless involving visible and forcible entry to or entry from a building.
- 22. Bouncy castles and other inflatables.
- 23. Fireworks or other pyrotechnic devices or effects.
- 24. Any costs where no written contractual agreement exists directly between **you** and the **wedding services** supplier.
- 25. Any claims caused by or arising from court mourning or the death of a member of the royal family or head of state.
- 26. Loss of or damage due to or arising from:
  - a. wear and tear, inherent defect
  - b. rot, mildew, rust, corrosion, frost
  - c. insects, woodworm, vermin, moth
  - d. dyeing, cleaning, repair, renovation
  - e. electronic, electrical or mechanical breakdown, failure or derangement
  - f. faulty manipulation, design, plan, specification or materials
  - g. gradual deterioration, market depreciation
  - h. normal atmospheric conditions
  - i. shrinkage or change of colour.
- 27. Any part of a claim which is unproven or unsubstantiated.
- 28. Losses, whether directly or indirectly, arising out of **your** management of **your** finances.

- 29. Any consequence, howsoever caused, including but not limited to Computer Virus of Electronic Data being lost, destroyed, distorted, altered, or otherwise corrupted. For the purposes of this Policy, Electronic Data shall mean facts, concepts and information stored to form useable data for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware. For the purposes of this Policy, Computer Virus shall mean a set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.
- 30. Any loss, damage, claim, cost(s) expense or other sums, directly or indirectly caused by, arising or resulting from, or in connection with any pandemic, epidemic, outbreak of disease or public health emergency, as declared by the World Health Organisation (WHO), a national government agency/ body, local authorities, or any officially recognised body. This policy also offers no cover for any disease, illness or conditions that is caused by or transmitted by means of any substance or agent from any organism to another organism (human or otherwise) where the substance or agent includes, but is not limited to any pathogen, virus, bacterium, parasite, fungus or other organism, micro-organism or any mutation or variation thereof, whether deemed living or not, and whether transmitted directly or indirectly by means of airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms.
- 31. **Weddings** and/or Receptions taking place in an area where the Travel Advice from the Foreign, Commonwealth & Development Office (FCDO) has advised the public against all or all but essential travel.
- 32. Travel and/or accommodation arrangements made for weddings taking place outside the United Kingdom. You will need to take out a separate travel insurance policy if you wish to insure these arrangements.

# What To Do If You Have A Complaint

It is our intention to give you the best possible service however if you do have cause for complaint about this insurance or the handling of a claim you should follow the complaints procedure below:

 If you have a complaint regarding the sale or administration of your policy, please contact;
 Customer Relations Department PlanProtect Limited, Brookfield Court, Selby Road, Leeds LS25 INB Tel: 0333 400 9070

Email: <u>CustomerRelations@bspokeunderwriting.co.uk</u>

 If you have a complaint about the handling of a liability claim, please contact:
 Kennedys Claims Handling, 6 Queen Street, Leeds, LS1 2TW Tel: 0343 2278610

Email: <u>bspoke@kennedyslaw.com</u>

 If you have a complaint about the handling of any other claim, please contact:

Claims Consortium Group, Nightingale House, Taunton, TAI 3EN

Tel: 0344 2990108

Email: wedding Plan@claimsconsortium group.co.uk

In all correspondence please state that your insurance is underwritten by Bspoke Underwriting Ltd and quote your unique policy number from your policy schedule.

Following **our** complaints procedure does not affect **your** legal rights as a consumer. For further information **you** can contact the Citizens Advice Bureau or Trading Standards.

If we have not completed our investigations into your complaint within 8 weeks of receiving your complaint or if you are not happy with our Final Response, you may ask the Financial Ombudsman Service (FOS) to look at your complaint. If you decide to contact them, you should do so within 6 months of receiving our Final Response Letter.

For more information regarding the scope of the Financial Ombudsman Service please refer to: <a href="https://www.financial-ombudsman.org.uk">www.financial-ombudsman.org.uk</a>.

The Financial Ombudsman Service, Exchange Tower, London E14 9SR
Tel: 0800 023 4567
Get in touch on line: <a href="https://www.financial-ombudsman.org.uk/contact-us/complain-online">https://www.financial-ombudsman.org.uk/contact-us/complain-online</a>

# The Compensation Scheme

If Watford Insurance Company Europe Limited cannot meet their obligations, **you** may be entitled to compensation from the Financial Services Compensation Scheme (FSCS). **You** can get more information about compensation scheme arrangements from the FSCS or visit <a href="https://www.fscs.org.uk">www.fscs.org.uk</a>.

## **Governing Law**

This policy is governed by English law.

## **Your Privacy**

## **Bspoke Underwriting Limited**

**We** are Bspoke Underwriting Limited, **our** data controller registration number, issued by the Information Commissioner's Officer, is Z7739575.

This information is relevant to anyone who uses **our** services, including policyholders, prospective policyholders, and any other individuals insured under a policy.

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

## Why do we process your data?

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

## What information do we collect about you?

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

For specific types of insurance policies, for example when offering **you** a Personal Accident policy, **we** may process some special categories of **your** personal data, such as information about **your** health. **We** collect this data as **we** are required to use this information as part of **your** insurance quotation or insurance policy with us. **We** may also process the data where it is necessary for a legal obligation, or as part of the establishment or defence of a legal claim. **We** also process special categories of **your** personal data as it is in the substantial public interest and it is necessary: i) for administering **your** insurance policy; or ii) to prevent and detect an unlawful act (e.g. fraud).

## **Privacy Notice**

**You** can get more information about this by viewing **our** full Privacy Notice online here or request a copy by emailing **us** at:

dataprotection@bspokeunderwriting.co.uk
Alternatively, **you** can write to **us** at:
Data Protection, Bspoke Underwriting Ltd, Brookfield
Court, Selby Rd, Leeds LS25 1NB.

## WATFORD INSURANCE COMPANY EUROPE LIMITED INFORMATION NOTICE

Personal Data provided in connection with this policy will be used and processed in line with the Information Notice. A copy of this is available at https://www.watfordre.com/privacy-policy/

#### **PlanProtect Limited**

**We** are PlanProtect Limited, **our** data controller registration number, issued by the Information Commissioner's Officer, is ZB497527.

This information is relevant to anyone who uses **our** services, including policyholders, prospective policyholders, and any other individuals insured under a policy.

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

## Why do we process your data?

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

## What information do we collect about you?

Where **you** have requested a quote for one of **our** insurance policies, or **you** have purchased an insurance policy from us, **you** will be aware of the information that **you** have provided. **We** may also collect information about **you** from other sources. This includes information where **you** are a joint or additional insured party and **we** collect information about **you** from the policyholder. **We** may also collect information about **you** from fraud prevention, law enforcement or government agencies and HM Treasury and other authorities in relation to regulatory issues. Information may also be collected about **you** from credit reference agencies when **you** choose to pay by Direct Debit instalments.

## Do we collect special personal data?

For specific types of insurance policies, for example when offering **you** a Personal Accident policy, **we** may process some special categories of **your** personal data, such as information about **your** health. **We** collect this data as **we** are required to use this information as part of **your** insurance quotation or insurance policy with us. **We** may also process the data where it is necessary for a legal obligation, or as part of the establishment or defence of a legal claim.

**We** also process special categories of **your** personal data as it is in the substantial public interest and it is necessary: i) for administering **your** insurance policy; or ii) to prevent and detect an unlawful act (e.g. fraud).

## **Privacy Notice**

You can get more information about this by viewing our full Privacy Notice by visiting weddingplaninsurance.co.uk or request a copy by emailing us at: enquiries@planprotect.co.uk
Alternatively, you can write to us at:
Data Protection, PlanProtect Limited, Suite F2, The Annex, Seven Hills Business Centre, South Street, Morley, Leeds, LS27 8AT.

## **Your Right to Cancel**

You have the right to cancel this policy within 14 days of the date you purchased the policy or when you received the policy documents if this is later. You may cancel without needing to provide a reason, and we will provide a full refund of any premium paid less any administration fees notified in your terms of business agreement with WeddingPlanInsurance which is issued to you when you purchase your policy. If you have made a claim or there has been an incident likely to result in a claim, no refund of premium will be payable.

After this initial 14-day period, **you** may cancel the insurance policy at any time by informing us. However, please note that no refund of premium will be payable for any remaining coverage period.

## **Cancellation by Us**

**We** may at any time cancel any insurance policy by giving 14 days' notice in writing, where there is a valid reason for doing so. A cancellation letter will be sent to **you** at **your** last known address. Valid reasons may include but are not limited to.

- a) non-payment of premium.
- b) threatening and abusive behaviour.
- c) failure to provide documents.
- d) non-compliance with policy terms and conditions.
- e) a change in **your** circumstances means that **we** can no longer provide cover.
- f) where **we** identify **your** involvement in, or association with, insurance fraud or financial crime.
- g) where you have misrepresented or provided false information to the questions asked you when purchased, renewed or amended your policy.

If **we** cancel **your** policy, **we** will provide a refund of **your** premiums less a charge for the cover already provided, unless the reason for cancellation relates to fraud, which is detailed below.

## **Fraudulent Claims**

If **you** or anyone acting for **you** makes a false or fraudulent claim, which includes but is not limited to;

- makes a statement to us or anyone acting on our behalf, knowing the statement to be false;
- sends us or anyone acting on our behalf a document, knowing the document to be forged or false;
- makes a claim for any loss or damage you caused deliberately or acts dishonestly or exaggerates a claim

## We:

- a) are not liable to pay the claim: and
- may recover from you any sums paid by us to you in respect of the claim; and
- may by notice to **you** treat the contract as having been terminated with effect from the time of the fraudulent act.

If **we** exercise **our** right under (c) above, **we** shall not be liable to **you** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **our** liability under the insurance contract, such as the occurrence of a loss, the making of a claim, or the notification of a potential claim.

We will not return any of the premiums paid.

## Other Insurances

**We** will not pay any claim where there is another insurance policy in force in **your** name which covers **you** for the same loss or liability.

## **Subrogation**

If a third party is believed to be responsible for any claim, **we** may take over, defend or settle the claim, or take up any claim in **your** name for **our** own benefit. This is known as exercising **our** right of subrogation. **You** must give **us** all the help and information **we** reasonably require for the purpose of exercising this right. **You** will take no action or make any agreements that may weaken or remove **our** rights under this clause without **our** prior written permission. **We** will pay any costs or expenses involved in exercising **our** right of subrogation.