# US WEDDING INSURANCE WORDING

In consideration of the premium paid We shall reimburse the Proposer, in excess of the applicable Deductible as shown in the Schedule, for losses occurring during the Period of Insurance, subject to the limits of indemnity, exclusions applying to each section, the General Exclusions applying to all sections and the General Conditions of this Policy.

#### **DEFINITIONS**

**Abandon/Abandonment** – the inability to complete the Wedding or Reception.

**Cancel/Cancellation** – the inability to proceed with the Wedding or Reception.

**Deductible** - the amount of any claim for which You are responsible, as detailed on Your schedule.

**Leave** – official permission granted to the bride or bridegroom who are serving in the armed forces or the civil forces or the police force or the fire services to attend the Wedding and Reception.

**Period of Insurance** – the period of time from the date of issue on the schedule until the scheduled completion of the Wedding and Reception as stated in the schedule, both dates included, except where otherwise stated within the policy document.

**Policy Territory** – United States and its territories and possessions, Puerto Rico, Canada and Cruise ships departing from a port within these countries.

**Postpone/Postponement** – the unavoidable deferment of the Wedding or Reception.

**Pre-existing Condition** - a medical condition that existed and for which diagnosis, treatment and/or medication was received within the 12 months immediately preceding the inception of the Period of Insurance.

**Proposer** – the person in whose name the Policy is issued as shown in the Schedule.

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

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

Wedding Attire – attire and accessories (including hire wear) worn by the Wedding Party.

**Wedding Party** – bride, bridegroom, their families, groomsman(s), ushers, best man, maid of honor, ring carrier, bridesmaids and flower girls.

Wedding Rings - the rings or bands exchanged between the bride and bridegroom at the Wedding.

**Wedding Stationery** – invitations including envelopes, order of service sheets or program, menu cards and place cards.

**We/Our** – the Insurer issuing the policy below, as indicated on the schedule.

**You/Your** - the bride and bridegroom as detailed in the schedule, the parents or guardians of the bride or groom, anyone organising the Wedding and/or Reception and the person named as the Proposer in the schedule.

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## SECTION 1 - CANCELLATION, ABANDONMENT OR POSTPONEMENT

#### Cover

We will reimburse You, up to the amount stated in the schedule under Section 1, following the necessary Cancellation, Abandonment, or Postponement of the booked Wedding and/or Reception, (including following the Cancellation, Postponement and/or withdrawal of Leave) for:

- 1. all irrecoverable expenses You have incurred for Reception catering services, entertainment expenses, Wedding accommodation, transport, Wedding flowers, photographs, dress hire, travel arrangements and accommodation for the honeymoon and any other non-refundable expenses that have been booked but not used:
- 2. 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, Abandonment or Postponement of the Wedding and/or Reception. These extra costs are limited to a maximum of 125% of the cost of the original services.

The maximum limit we will pay for all losses and expenses incurred in the policy is the limit as stated on the declaration.

## **Exclusions**

We will not be liable in respect of any losses under Section 1 caused by, arising from or attributable to any of the following:

- Any circumstances known to You at the start of this policy which could possibly result in the Cancellation, Abandonment or Postponement of the Wedding or Reception or which were within Your control;
- 2. Either the bride or bridegroom deciding not to go ahead with the marriage as agreed;
- 3. Loss as a result of Your failure to notify the supplier of any goods or services immediately if it is found necessary to Cancel, Abandon or Postpone;
- Lack of funds;
- 5. Any death, disablement, injury, illness or quarantine of a member of the Wedding Party as a result of:
  - a) the influence of alcohol, drugs (except for drugs taken as prescribed and directed by a qualified medical practitioner, but not including drugs taken to treat drug addiction), or insanity;
  - b) any act of self-inflicted injury or suicide;
  - c) pre-existing medical conditions known to You at the start of this policy;
  - d) any condition which has caused a medical practitioner to advise against booking, arranging or starting the Wedding or Reception;
  - e) pregnancy starting before this policy begins, unless the birth is expected more than two months after the Wedding and Reception
- 6. Adverse Weather, unless such weather conditions are so extreme that they prevent the Wedding Party and/or the majority of the guests from reaching the Wedding and/or reception or which damage the Wedding and/or Reception venues.

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## **SECTION 2 – SUPPLIER DEPOSITS**

#### Cover

We will reimburse You, up to the amount stated in the schedule under Section 2, for loss of non-refundable deposits:

- 1. that You have paid to the supplier of any booked goods or services for the Wedding or Reception in the event of the cessation of business of the supplier;
- 2. that You have paid to live entertainers if they fail to appear;
- 3. that were paid to hold Your Wedding and/or Reception on a cruise ship in the event of the cessation of business of the cruise ship and/or its owner.

## **SECTION 3 - WEDDING CARS AND TRANSPORT**

## <u>Cover</u>

We will reimburse You, up to the amount stated in the schedule under Section 3, for the additional cost of alternative transport if the private hire firm or private individual with whom the transport arrangements have been made fails to meet their contractual obligations following:

- 1. breakdown of the vehicle; or
- 2. an accident involving the vehicle; or
- 3. the non-appearance of the vehicle due to another cause, beyond your control.

## **Exclusions**

We will not be liable in respect of any losses under Section 3 caused by, arising from or attributable to any of the following:

- 1. Losses where no contract is in force with the vehicle provider;
- 2. Losses occurring after the completion of the Wedding and/or Reception;

## **SECTION 4 - WEDDING ATTIRE**

#### Cover

We will reimburse You, up to the amount stated in the schedule under Section 4:

- 1. if any Wedding Attire is lost, stolen or damaged beyond repair while in Your possession. We cover the costs of repair, reinstatement or replacement of the Wedding Attire and any dress hire charges that are necessarily incurred;
- 2. following the financial failure of the contracted Wedding Attire suppliers for all non-recoverable deposits and charges paid for the purchase or hire of attire, provided the goods are not made available before the Wedding.

### Exclusion

We will not be liable in respect of any losses under Section 4 caused by, arising from or attributable to any loss of or damage to accessories unless other Wedding Attire is lost or damaged at the same time, by the same cause.

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## **SECTION 5 – PHOTOGRAPHS AND VIDEO**

#### Cover

We will reimburse You, up to the amount stated in the schedule under Section 5, for all the additional expenses incurred by You in the necessary retaking of the official Wedding photographs or video following:

- 1. the non-appearance of the professional photographer or video operator booked for the Wedding;
- 2. loss of or damage to the original film, negatives or videotape before copies are received by You or the film developed;
- 3. faulty materials causing the non-development of the original film or negatives.

#### Exclusion

We will not be liable in respect of any losses under Section 5 caused by, arising from or attributable to the photographs and/or videotapes failing to meet the expectations or style, quality or content.

## **SECTION 6 - WEDDING PRESENTS**

#### Cover

We will cover You, up to the amount stated in the schedule under Section 6, for any loss of or damage to Wedding or attendant's presents within 7 days before and 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 the bride's or bridegroom's or their parents' home(s), or at the Reception, or while entrusted to a third party or in transit between any of these locations.

#### **Exclusions**

We will not be liable in respect of any losses under Section 6 caused by, arising from or attributable to any of the following:

- 1. Loss or damage following theft from an unattended vehicle unless the vehicle was locked and secure and violent and forcible means have been used to gain entry;
- 2. Loss or theft of money in excess of \$500.

## **SECTION 7 - WEDDING RINGS**

#### Cover

We will cover You, up to the amount stated in the schedule under Section 7, for any loss or damage to the bride or bridegroom's Wedding Rings, occurring within seven days before the Wedding. We will choose to replace or repair the Wedding Rings.

## **SECTION 8 - WEDDING CAKE AND FLOWERS**

### Cover

We will cover You, up to the amount stated in the schedule under Section 8, for any loss of or damage to the Wedding cake and/or flowers within 24 hours before the Wedding. We will reimburse You for the replacement costs of the cake and/or flowers. Cover will be in force while the cake and/or flowers are at the bride's or bridegroom's or their parents' home, at the Reception, or in transit between any of these locations.

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#### **Exclusions**

We will not be liable in respect of any losses under Section 8 caused by, arising from or attributable to any of the following:

- 1. Damage to the Wedding cake and /or flowers after the Reception begins;
- 2. Cakes and/or flowers in transit that have not been carefully packed and reasonably packaged to prevent damage;
- 3. Loss or damage following theft from an unattended vehicle unless the vehicle was locked and secure and violent and forcible means have been used to gain entry.

#### **SECTION 9 - WEDDING STATIONERY**

#### Cover

We will cover You, up to the amount stated in the schedule under Section 9, for any loss of or damage to the Wedding stationery within 28 days before the Wedding. We will choose whether to reimburse You or replace the stationery. Cover will be in force while the stationery is at the bride's or bridegroom's or their parents' home, at the Wedding venue/Reception or in transit between any of these locations.

### **Exclusions**

We will not be liable in respect of any losses under Section 9 caused by, arising from or attributable to any of the following:

- 1. Damage to the Wedding stationery after the Reception begins;
- 2. Stationery in transit that has not been carefully packed and reasonably packaged to prevent damage;
- 3. Loss or damage following theft from an unattended vehicle unless the vehicle was locked and secure and violent and forcible means have been used to gain entry.

### **SECTION 10 - WEDDING DOCUMENTS**

#### Cover

We will cover You, up to the amount stated in the schedule under Section 10, for any loss of or damage to Wedding documents within 24 hours before and after the Wedding, whilst they are in the care or custody of the bride, bridegroom or their parents. We will choose whether to reimburse You or replace the documents.

## **SECTION 11 - HONEYMOON LUGGAGE**

#### Cover

We will cover You, up to the amount stated in the schedule under Section 11, for any loss of or damage to the honeymoon luggage on the day of the Wedding and/or Reception. We will choose whether to reimburse You or replace the luggage. Cover is in force while the luggage is at the bride's or bridegroom's or their parents' home, at the Reception or in transit between any of these locations.

#### **Exclusions**

We will not be liable in respect of any losses under Section 11 caused by, arising from or attributable to any of the following:

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- 1. Loss or damage following theft from an unattended vehicle unless the vehicle was locked and secure and violent and forcible means have been used to gain entry:
- 2. Luggage in transit that have not been carefully packed and reasonably packaged to prevent damage;
- 3. Luggage left unattended in an unlocked room at the Reception.

### **SECTION 12 - PROFESSIONAL COUNSELLING**

#### Cover

We will reimburse You, up to the amount stated in the schedule under Section 12 in respect of costs incurred by the bride or bridegroom for professional counselling as recommended by a medical Physician. This professional counselling must become necessary as a result of the unavoidable Cancellation of the Wedding, due to any cause.

## **GENERAL EXCLUSIONS APPLICABLE TO ALL SECTIONS**

We will not be liable in respect of any losses caused by, arising from or attributable to any of the following:

- 1. Any loss or theft not reported to the police as soon as possible after discovery of such loss;
- Loss or damage which is insured by, or would but for the existence of this policy be insured by, any other policy;
- 3. Loss or damage 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;
- 4. Any loss arising directly or indirectly from nuclear reaction, radioactive escape or contamination;
- Any loss, destruction or liability 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. This exclusion does not apply if it specifically and solely leads to the nonappearance of the bride and/or bridegroom;
- 6. Any admissions of liability or payments made by You without Our written consent following any event likely to give rise to a claim under this policy.
- Any loss 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 property, one of Your relations, agents and/or employees;
- 8. Loss or damage due to Your voluntary action due to any actual act of terrorism, unless the terrorist act results in:
  - a) physical damage to the venue of the Wedding and/or Reception as shown in the schedule; or
  - b) the terrorist act directly affects the transportation of the Wedding Party to the Wedding and/or Reception; or
  - c) the death or injury of a member of the Wedding Party.
- 9. loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with the actual or threatened malicious use of pathogenic or poisonous

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biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

## **GENERAL CONDITIONS**

- 1. This Insurance is subject to the Deductible stated in the Schedule, which shall apply to losses under each section, which amount will be borne by You.
- We are liable only if We have received the correct premium before the start of the period of insurance. This insurance is non-cancellable, except in the non-payment of premium, and no premium can be refunded;
- 3. Any specific loss or expense will only be payable under one section of this policy;
- 4. You must observe and fulfil the terms, conditions and endorsements of the policy otherwise We will not be liable under the policy;
- You must not mis-state or omit or conceal a material fact from the proposal for this insurance or when claiming against it. Otherwise We reserve the right to void the policy and We will not return the premium;
- 6. Anyone insured by the policy:
  - 6.1. must take all reasonable steps to prevent loss, damage, liability and expense and to minimise any claim under the policy;
  - 6.2. who has an injury or is taken ill must follow the advice and care of a qualified medical physician as soon as possible;
  - 6.3. must make every reasonable effort to arrange an alternative venue for the Wedding or Reception and to obtain alternative Wedding Attire;
  - 6.4. must submit to examination under oath as many times as may reasonably be required in matters concerning this policy;
- 7. This policy may be not be assigned to any third party without Our consent;
- 8. Any terms of this policy which do not conform to the statutes of the State where this policy is issued will be amended to conform to the statutes of that State:
- 9. You shall maintain adequate records and all claims must be backed up by receipts for insured items or any costs incurred;
- 10. The Underwriters reserve the right to pursue an action for recovery from any party, whether before or after payment of a loss, at their sole discretion and in Your name or otherwise. In the event of any payment under this Insurance, the Underwriters shall be subrogated to the extent of such payment to all Your rights of recovery and You shall execute all papers required and shall do everything that may be necessary to secure such rights;
- 11. We will pay any valid and adjusted claim within 30 days of the receipt of the Statement of Loss and the required supporting information;
- 12. Following the payment of any losses We reserve the right retain the goods or services and deal with the salvage in any reasonable manner;
- 13. 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;

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- 14. Both the Bride and Bridegroom must be aged 18 years or over at the time of the Wedding and either the Bride or Bridegroom must be a permanent resident of the United States.
- 15. If this policy form is amended to give additional coverage for which no additional premium is charged then Your coverage will be automatically enhanced at the time the amendment is introduced. If an additional premium is charged for the amendment then You will be given the option to enhance Your coverage on the payment of the additional premium.
- 16. If any dispute arises under the policy it may be referred to an arbiter to be appointed by the parties in accordance with the rules of the American Arbitration Association. This provision for arbitration adds to Your legal rights and does not replace them. The arbitrators may grant the reimbursement of its costs and legal fees to the prevailing party.
- 17. It is agreed that in the event of Our failure to pay any amount claimed to be due hereunder, We will, at Your request, submit to the jurisdiction of a Court of competent jurisdiction within the United States. Nothing in this Clause constitutes or should be understood to constitute a waiver of Our rights to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another Court as permitted by the laws of the United States or of any State in the United States. It is further agreed that service of process in such suit may be made upon Messrs. Mendes and Mount, Citicorp Plaza, 725 South Figueroa Street, Suite 1990, Los Angeles, California 90017, USA, and that in any suit instituted against any one of them upon this contract, We will abide by the final decision of such Court or of any Appellate Court in the event of an appeal

The above-named are authorised and directed to accept service of process on Our behalf in any such suit and/or upon Your request to give a written undertaking to You that they will enter a general appearance upon Our behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, We hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by You or on Your behalf or any beneficiary hereunder arising out of this contract of insurance and hereby designate the above-named as the person to whom the said officer is authorised to mail such process or a true copy thereof.

## **MAKING A CLAIM**

On discovering any loss, destruction or damage giving rise or likely to give rise to a claim under the policy You must:

- a) give full details as soon as possible to Abacus Insurance Brokers, Inc.;
- b) tell the police immediately if any law has been broken and/or if any property is stolen;
- c) if property has been stolen You must do everything You reasonably can to get it back;
- d) co-operate fully and truthfully and immediately give the Loss Adjuster any information that is needed;
- e) send the Loss Adjuster, within 60 days of the loss occurring, a fully completed and signed Statement of Loss including all supporting information required by the Loss Adjuster to substantiate the claim.

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## **PRIVACY STATEMENT**

We want You to know how we protect the confidentiality of your non-public personal information. We want You to know how and why we use and disclose the information that we have about You. The following describes our policies and practices for securing the privacy of our current and former customers.

#### INFORMATION WE COLLECT

The non-public personal information that we collect about you includes, but is not limited to:

- Information contained in applications or other forms that you submit to us, such as name and address
- Information about your transactions with our affiliates or other third-parties, such as balances and payment history
- Information we receive from a consumer-reporting agency, such as credit-worthiness or credit history

## INFORMATION WE DISCLOSE

We disclose the information that we have when it is necessary to provide our products and services. We may also disclose information when the law requires or permits us to do so.

## CONFIDENTIALITY AND SECURITY

Only Our employees and others who need the information to service Your account have access to Your personal information. We have measures in place to secure our paper files and computer systems.

## RIGHT TO ACCESS OR CORRECT YOUR PERSONAL INFORMATION

You have a right to request access to or correction of your personal information that is in Our possession.

## **CONTACTING US**

If you have any questions about this privacy notice or would like to learn more about how We protect your privacy, please contact the agent or broker who handled this insurance. We can provide a more detailed statement of our privacy practices upon request.

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