

# WeddingCover

Insurance Policy



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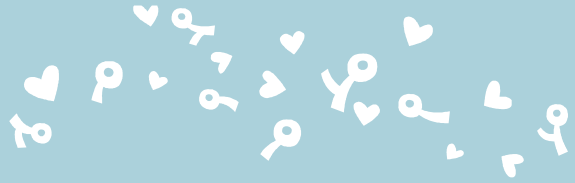
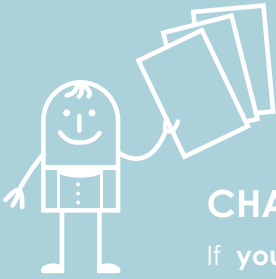


Thank **you** for choosing a WeddingCover insurance product to provide **you** with the peace of mind for **your** special day. WeddingCover insurance is exclusively underwritten by Markel Syndicate Management Limited which is referred to throughout the document as the Insurer or **we/us/our**. This policy is provided by Sage Partners Ltd operating as WeddingCover on behalf of Certain Underwriters at Lloyd's, London ("Lloyds").

This policy shall be governed by the laws of New Zealand. Any dispute arising under this policy or subsequent certificate shall be subject to the exclusive jurisdiction of New Zealand.

In return for **you** having paid the premium, the Insurer agrees to insure **you** on the terms set out in this policy and the policy **schedule**. Please check that the policy meets **your** needs and that the policy **schedule** is correct. If there are any errors in the policy **schedule**, please contact WeddingCover on 09 950 4902.

Please read the following document carefully. It contains important information regarding what **we** can and cannot cover in **our** agreement with **you**.



## CHANGING YOUR MIND

If **you** are not completely happy with this policy, or **you** change **your** mind, please tell us within 7 days of it commencing. **We** will cancel **your** policy as if it had never existed and refund in full any premium **you** have paid.

Please note that this clause does not apply if a claim has been made.

**You** can still cancel the policy after the initial 7 days "cooling off" period, however, **we** will not refund any of the premium if **you** do so.

## ELIGIBILITY

The cover is available to **New Zealand residents** for weddings taking place anywhere in the world and can be purchased no sooner than 30 days and no more than 18 months prior to the date of the **wedding**.

## YOUR POLICY AND HOW IT WORKS

**Your** policy consists of:

1. **your** application and any other information **you** supplied to us; and
2. this policy wording; and
3. the **schedule** and any subsequent endorsement notices.

This policy provides various tiered options and **you** should choose the correct level of cover based on **your** wedding costs. WeddingCover acts as the agent of the Insurer in respect of the insurance products offered and not as **your** agent. Any advice **we** give **you** does not consider **your** individual needs, therefore **you** should consider if the insurance is suitable for **you** and read the policy wording before purchasing this insurance.



Once **you** have agreed to pay the premium and **we** have accepted **your** application, **we** will insure **you** under this policy for the term shown in the **schedule**. **You** cannot make a claim until **you** have paid **your** premium.

The words in bold in this policy are defined. The definitions are in this policy, or where they apply only to one clause, within that clause.

The headings and section introductions are for reference only and must not be used in interpreting this document.

## FEATURES AND BENEFITS

The following table provides an outline of the tiered policy options and **you** should choose the correct level of cover for the reimbursement of your **weddings** costs and expenses. The maximum amounts **we** will pay under this policy are set out in the policy wording and **schedule**, therefore **you** should consider if the insurance is suitable for **you** and read the policy wording before purchasing this insurance.

COVER	BRONZE	SILVER	GOLD	PLATINUM
Cancellation or Postponement	\$7,500	\$15,000	\$40,000	\$60,000
Extra Expenses	\$5,000	\$10,000	\$20,000	\$30,000
Photography and Video	\$3,500	\$5,500	\$10,000	\$20,000
Failure of Supplier	\$3,000	\$6,000	\$15,000	\$30,000
Transport	\$2,500	\$4,500	\$7,500	\$10,000
Hired Equipment	\$5,000	\$10,000	\$15,000	\$20,000
Public Liability*	\$5,000,000			

\* Public Liability only available for weddings inside New Zealand.

Optional Honeymoon Cancellation Cover - \$100.00 additional premium applicable with cover limited to \$10,000.





Zealand. The code sets out some of **your** rights when dealing with us. If **we** fail to comply with the Fair Insurance Code, **we** can be reprimanded, fined or expelled from the ICNZ. **We** view the Fair Insurance Code guidelines as a minimum only and encourage **you** to read the code to understand **your** rights and responsibilities when dealing with us. Please contact us if **you** would like to receive a copy of the code, alternatively, it can be accessed at [icnz.co.nz](http://icnz.co.nz).

## MAKING A COMPLAINT

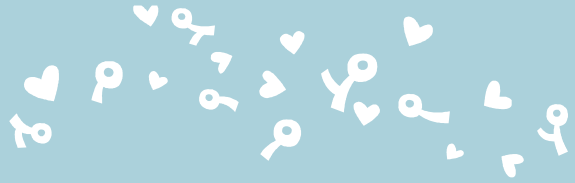
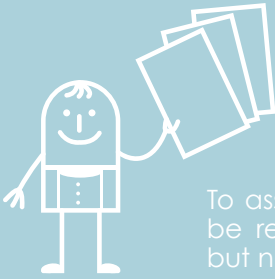
Sage Partners Ltd aims to provide **you** with the highest quality service and support. But if **you** do have a complaint or encounter a problem, please let us know as soon as **you** can. Our complaints process outlined below aims to address **your** concerns.

- Step 1 – Contact us  
Discuss **your** complaint with the person you've been dealing with and try to resolve it.
- Step 2 – Request a review  
If **your** complaint is not resolved by Step 1, **you** can arrange to see our Managing Director Geoff Manks, call 09 950 4902 or email [geoff@sagepartners.co.nz](mailto:geoff@sagepartners.co.nz), or **we** can supply a feedback form for **you** to detail **your** concerns.
- Step 3 – Refer **your** complaint  
If a resolution has not been reached after going through **our** complaints process, **you** can refer **your** complaint to the Insurance & Savings Ombudsman Scheme Inc. of which Sage is a participant. This is a free, independent dispute resolution scheme. For more information, go to [www.iombudsman.org.nz](http://www.iombudsman.org.nz) or call 0800 888 202.

## CLAIMS NOTIFICATION

In the event of a claim or an incident that may give rise to a claim, complete the claim form at [www.weddingcoverinsurance.co.nz](http://www.weddingcoverinsurance.co.nz) or alternatively contact WeddingCover at:

Sage Partners Ltd  
Phone 09 950 4902  
Email: [info@weddingcoverinsurance.co.nz](mailto:info@weddingcoverinsurance.co.nz)



To assist with the administration of **your** claim **you** may be required to submit supporting evidence including, but not limited to:

- a doctor's certificate
- evidence of **your** original purchase receipts to validate ownership
- signed copies of your **supplier** contracts.

## DISPUTE RESOLUTION PROCESS

There are steps and processes to be followed in the event of a dispute with regards to a claim. Such notices must be served to Sage Partners Ltd in the first instance for review. In the event any matters are not resolved to their greater part, the matter may be referred to the following for further review:

Hazelton LAW  
Scott Galloway – Lloyd's Representation  
101 Molesworth Street  
PO Box 5639  
Wellington

Tel: +64 4 472 7570  
Fax: +64 4 472 7571

who has authority to accept service and to enter an appearance on **our** behalf, and who is directed at **your** request to give a written undertaking to **you** that he will enter an appearance on **our** behalf.

## PRIVACY ACT 1993

Personal information may be received, used and retained by **your** insurer for the purposes of conducting business with **you**. **You** have a right to request access to and correct **your** personal information subject to the Privacy Act 1993.





## YOUR POLICY COVERAGE

### COVERAGE A: CANCELLATION OR POSTPONEMENT

We will cover **you**, up to the amount shown in the **schedule**, for:

1. any irrecoverable expenses, deposits and other charges paid or contracted by **you** in respect of the insured **wedding**, and
2. services from any other **suppliers** booked but not used as a result of unavoidable and unexpected **cancellation** or **postponement** of the **wedding** made necessary by any cause beyond **your** control, except as specifically excluded under the Coverage A exclusions or under the exclusions applying to the whole policy.

If the **wedding** includes a **destination reception**, we will not cover **you** for any above-mentioned charges paid or contracted to be paid by **you** associated with the **destination reception** if the ceremony is not necessarily **cancelled** or subject to **postponement**.

With respect to the cover provided under Coverage A as set forth above, loss or damages must be proven separately for each portion of the **event**.

### COVERAGE A: EXCLUSIONS

**We** will not cover **you** for any loss caused directly or indirectly by any of the following:

1. any circumstances known to **you** at the date of issue shown in the **schedule** as likely to give rise to **cancellation** or **postponement** of the **wedding**.
2. the effects of:
  - 2.1 withdrawal, insufficiency or lack of finance howsoever caused;
  - 2.2 variations in the rate of exchange, rate of interest or stability of any currency;
  - 2.3 financial default, insolvency, or failure to pay of any person, corporation or entity;all 2.1 to 2.3 whether a party to this policy or otherwise.
  - 2.4 lack of or inadequate response or inadequate financial or other support or withdrawal of such support by any party.
3. the failure to provide timely notice to the contracted provider of any goods or services in order to diminish or avoid a loss after it was





## COVERAGE B: EXTRA EXPENSE

**We** will cover **you**, up to the amount shown in the **schedule**, for extra expenses not originally contemplated or anticipated that are incurred by **you** to avoid an otherwise necessary **cancellation** or **postponement** of the **wedding**, but only to the extent it reduces the amount of loss that otherwise would have been payable under Coverage A. **We** will pay only for comparable items, services or locations. The replacement items, services or locations must cost the least amount necessary to proceed with the **wedding**.

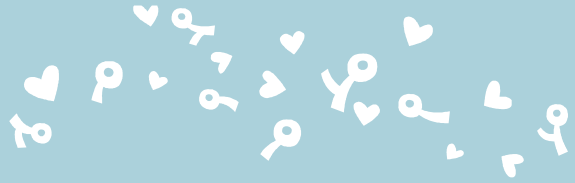
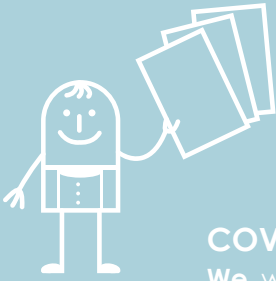
## CONDITIONS APPLICABLE TO COVERAGES A AND B

If the **wedding** is necessarily **rescheduled** and is moved to another time or place in order to avoid or diminish a loss payable by this policy the **rescheduled wedding** will continue to be insured by **us**. The additional premium will be calculated using the same rate used for the original premium applied to the amount being reinstated.

## COVERAGE C: WEDDING PHOTOGRAPHY AND VIDEO

**We** will cover **you**, up to the amount shown in the **schedule**, for all expenses necessarily incurred to retake the **wedding photographs** and **wedding video** as a direct and necessary consequence of the following:

1. non-appearance on the wedding day for any reason of the professional photographer/professional video operator booked for the wedding
2. loss of or damage to the original film, negatives or digital media by any cause before copies are made
3. non-development of the original film, negatives or digital media. The cover also includes the original video produced by the professional camera operator.



## COVERAGE C: EXCLUSIONS

We will not cover **you** for any loss caused directly or indirectly by any of the following:

1. damage to **wedding photographs** or **wedding video** arising from wear and tear, moth, vermin, atmospheric or climatic conditions, deterioration, depreciation, confiscation or detention.
2. failure of the **wedding photographs** or **wedding video** to meet **your** expectations of style or quality, including the absence or clarity of sound, or content: or
3. any services in excess of those detailed in the original contract for **wedding photographs** or **wedding video**.

## COVERAGE D: FAILURE OF SUPPLIER

We will cover **you**, up to the limit in the **schedule**, for:

1. any deposits paid by **you** for the **wedding** related to transport, catering services, accommodations (including pre-booked travel arrangements and accommodations for a **honeymoon** (if applicable), **wedding attire**, **wedding jewellery**, flowers, **wedding photographs** and **wedding videos**, and entertainment expenses, which are nonrefunded as a direct result of a cessation of business operations prior to the **wedding** by the **supplier**; and
2. any deposits paid by **you** that are not collectable from a **supplier** who fails to provide the **wedding** items, services or locations it was obliged to provide under a written contract executed prior to the **wedding**.
3. additional costs in arranging alternative equivalent services.



## COVERAGE D: EXCLUSIONS

We will not cover **you** for any of the following:

1. claims arising from the financial failure of a **supplier** where there is no written agreement in place.
2. any additional costs which would have been incurred had the original **supplier** not ceased trading.

## COVERAGE E: TRANSPORT

We will cover **you**, up to the limit in the **schedule**, for the failure of any vehicle hire firm or any other person to provide wedding transport in accordance with any signed agreement or obligation with **you**, including non-appearance or breakdown of or accident to the vehicle, up to the amount shown in the **schedule** for the following:

1. irrecoverable deposits
2. additional costs in arranging alternative equivalent services

## COVERAGE E: EXCLUSIONS

We will not cover **you** for any of the following:

1. contracts, which are not in writing.
2. Any costs, which would have been incurred, had the original **supplier** provided the agreed service.

## COVERAGE F: HIRED EQUIPMENT

We will cover **you**, up to the limit in the **schedule**, following loss or accidental damage to **hired equipment** for which **you** have accepted responsibility under a signed agreement during the **period** of the **wedding**.

## COVERAGE F: EXCLUSIONS

We will not cover **you** for any of the following:

1. damage to flooring caused by footwear.
2. damage to audio and visual entertainment equipment.
3. loss or theft from any unattended **venue** or vehicle.





bodily injury, property damage or liability with reckless disregard for the consequences of **you** or any person acting with **your** knowledge, consent or connivance.

7. claims relating directly or indirectly by a disease that is transmitted by **you**.
8. claims relating to **suppliers'** acts or omissions.
9. claims occurring on any date other than the date shown as the **wedding** listed in the **schedule**.
10. claims relating directly or indirectly to hazardous activities formal or informal, public or private including but not limited to; racing of vehicles, skiing, hunting, skydiving or scuba diving.
11. any incidental food poisoning occurrence related to the **wedding**.

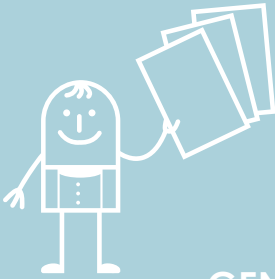
## COVERAGE H: HONEYMOON CANCELLATION

**Important Note: This section is only included in the policy if you have chosen and paid additional premium for this coverage and your policy schedule says it is included.**

**We** will cover **you**, up to the amount shown in the **schedule**, if **your** pre-booked **honeymoon** is not taken as a direct result of **your** wedding being **cancelled** under the terms and conditions stated in this policy.

Exclusion:

1. any claim that is not supported by a valid travel insurance policy for all of the insured persons taking the **honeymoon**.



## GENERAL DEFINITIONS

**Active participant(s)** means the officiate and any **attendants** of the **wedding**.

**Attendant(s)** means the bride and groom's parents, civil partners, parents, maid of honour, bridesmaids, flower girl, best man, groomsmen and ring bearer.

**Cancellation** or **cancelled** means the inability to proceed with the **wedding** prior to commencement.

**Communicable disease** means any disease capable of being transmitted from an infected person or species to a susceptible host, either directly or indirectly.

**Destination reception** means any private reception accompanying a ceremony that is more than 240 kilometres overland (including rail) from the ceremony site or involves air or sea transportation with a destination other than the originating location.

**Excess/excesses/deductible** means the amount(s) stated in the **schedule** which shall be retained by **you** at **your** own risk and uninsured.

**Hired equipment** means marquees or tents including gazebos, staging, flooring, chairs, tables, lighting and other ancillary equipment, which includes electronic equipment, not in direct communication (or under the control of) the central processing unit.

**Honeymoon** means the holiday taken by the newly married couple within 90 days of the date of the wedding ceremony.

**Immediate family** means the following relatives, whether by blood or legal adoption: grandparents, parents, siblings and children.

**New Zealand resident** means at least one person who is living





in New Zealand and is either a New Zealand citizen, a permanent visa holder, or a protected Special Category (SCV) holder.

**Pre-existing medical condition** means a condition for which medical care, advice, consultation or treatment was received within twelve (12) months immediately preceding the policy issue date as shown in the declarations page or, if the symptoms of the condition were present, that would have caused a reasonable person to have sought medical care, advice, consultation or treatment within the twelve (12) months preceding the policy issue date.

**Postponement** means the unavoidable deferment of the **wedding**.

**Period** means the date from which this policy commences (as shown in the **schedule**) and the date to where all cover under this policy ends (also as shown in the **schedule**).

**Period of the wedding** means the date from when the **wedding** starts (as shown in the **schedule**) to the date when the **wedding** ends (also shown in the **schedule**).

**Rescheduling/rescheduled** means the unavoidable **postponement** of the **wedding** to another time or the unavoidable removal of the **wedding** to another location.

**Schedule** means the attachment to the policy which sets out **your** details and the details of the **wedding** and the coverage provided.

**Supplier** means a business or officiating registrar that is contracted by **you** to provide goods and/or services associated with the **wedding**.

**Terrorism** means an unlawful act, including but not limited to the use of force or violence, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

**Wedding** as described in the **schedule** and held at the **venue** means the private reception and accompanying ceremony, if any, described and scheduled to take place on the date and at the place shown in the **schedule**, including any rehearsal dinner scheduled within 48 hours in advance of the **wedding**, but does not include any other scheduled





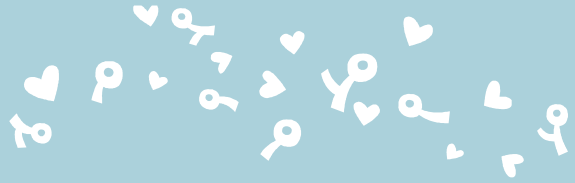
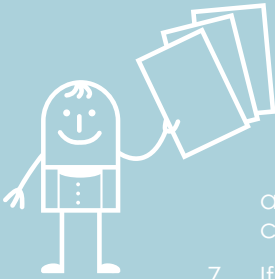
fulfilment of **the wedding** (which for the avoidance of doubt shall include, but not be limited to, the provision of sufficient allowances for travel time, set up and/or rehearsal time) in a prudent and timely manner.

3. ensure that all necessary contractual arrangements for the **wedding** have been made and confirmed in writing with all necessary parties and that all necessary authorisations (which for the avoidance of doubt shall include, but not be limited to, the obtaining of licences, permits, visas, copyright and patents) are obtained in a timely manner and are valid for the **period of the wedding**.

Failure to comply with any of the above warranties automatically discharges **us** from all liability under this policy.

## GENERAL CONDITIONS

1. This policy, the **schedule** and any attached endorsements shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this policy, the **schedule** or any endorsement hereto shall bear such meaning wherever it may appear.
2. The premium for this policy and any expense incurred in the formulation of a claim hereunder shall not be recoverable items.
3. All salvage, recoveries and payments due to **you** will be applied as if recovered or received prior to settlement of the loss and all necessary adjustments will be made by the parties involved.
4. We reserve the right to pursue an action for recovery from any party, whether before or after payment of a loss, at our sole discretion and in **your** name or otherwise. In the event of any payment under this policy, we shall be subrogated to the extent of such payment to **your** rights of recovery and **you** shall fully cooperate with us in the execution of all papers required and shall do everything that may otherwise be necessary to secure such rights.
5. No suit shall be brought upon this policy unless **you** have complied with all the provisions of this policy and has commenced suit within twelve months after the loss occurs.
6. This policy and the coverage provided hereunder may not be



assigned in whole or in part without **our** prior written consent.

7. If the loss payee is an entity other than **you**, all claim payments due under the terms and conditions of this policy shall be made payable to the party(ies) stated in the **schedule** as loss payee(s). Payment of such losses by **us** to the loss payee(s) shall be a sufficient and complete discharge of all of **our** obligations to **you** and loss payee(s) in connection with said loss(es).
8. Unless requested and agreed by **us** or as otherwise stated in the **schedule**, this policy is mutually agreed to be governed and construed in accordance with the laws of New Zealand whose courts shall have exclusive jurisdiction.
9. **You** shall observe and fulfil the terms and conditions contained in this policy or endorsed hereon.
10. **You** shall maintain adequate records or receipts in connection with the subject matter insured hereunder.
11. **You** shall ensure that the **venue(s)** stated in the **schedule** is/are open and in a condition fit for the **wedding** to proceed prior to policy inception.
12. All amounts shown in the Policy are in New Zealand dollars (NZD). If expenses or losses are incurred in a foreign currency, then the rate of currency exchange used to calculate the amount payable in New Zealand currency (NZD) will be the rate at the time of incurring the expense or suffering the loss.
13. Reimbursement under this Policy will be in New Zealand dollars.



## GENERAL EXCLUSIONS

The following general exclusions apply to all coverages:

1. loss or damage arising directly or indirectly from actual or threatened nuclear reaction, nuclear radiation or radioactive contamination, however such nuclear reaction, nuclear radiation or radioactive contamination or threat of same may have been caused.
2. loss that results from declared or undeclared war, civil war, insurrection, rebellion, revolution, war-like act by military force or military personnel, or destruction, seizure, or use of property for a military purpose. It includes the consequences of these. Discharge of a nuclear weapon is deemed an act of war even if it is accidental. This exclusion shall not apply to loss otherwise covered hereunder arising from non-appearance by **you**.
3. loss or damage arising from the neglect by **you** to use all reasonable means to mitigate any loss or damage, at and after the time of a loss, or when the **wedding** is in danger of being **cancelled** or postponed.
4. loss or damage arising out of any act that **you** commit or conspires to commit with the intent to cause a loss.
5. **your** lack of care, diligence or prudent behaviour, the result of which would increase the risk, and/or likelihood of a loss, hereunder.
6. any contractual dispute or breach by **you**.
7. alterations or variance of the **wedding** without **our** prior written approval.
8. any work being carried out which renders the **venue** or its facilities unusable in whole or in part unless such work is unknown to **you** at the inception of this policy or at the time of making the booking of the **venue** whichever is the later.
9. **you** failing to:
  - 9.1 observe and comply with the requirements of any law, ordinance, court or regulatory body of whatever jurisdiction;
  - 9.2 make all necessary arrangements for the successful fulfilment of **the wedding** (which for the avoidance of doubt shall include, but not be limited to, the provision of sufficient allowances for travel time, set up and/or rehearsal time) in a prudent and





- 14.1 withdrawal, insufficiency or lack of finance howsoever caused;
  - 14.2 variations in the rate of exchange, rate of interest or stability of any currency;
  - 14.3 financial default, insolvency, or failure to pay of any person, corporation or entity;
- all 14.1 to 14.3 whether a party to this policy or otherwise.

- 14.4 lack of or inadequate response or inadequate financial or other support or withdrawal of such support by any party; and
- 15. the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence, thereto.
  - 16. any **communicable disease** or the fear or threat thereof, unless the **venue** is closed by or under the order of any government or public or local authority as a sole and direct result of a which originates and manifests itself within the confines of the **venue**.
  - 17. any happening, but for the existence of this policy, be insured by any other insurance(s) except for any **excess** beyond the amount which would have been payable under such other insurance(s) had this policy not been affected.
  - 18. any fraud, concealment, or intentional misstatement or negligent statement relating to the information provided or in the making of a claim. This shall entitle **us** to refuse payment of a claim or treat this Insurance as though it was void from its inception.
  - 19. any act of terrorism and/or the threat of terrorism (whether actual or perceived) or fear thereof regardless of any other cause or event contributing concurrently or in any other sequence to the loss. Insurance as though it was void from its inception.
  - 19. any act of **terrorism** (whether actual or perceived) or fear thereof regardless of any other cause or event contributing concurrently or in any other sequence to the loss.