

# WEDDINGS INSURANCE POLICY

This **Policy, Schedule** and **Endorsements** (if any) together are evidence of the contract between **you** and **Middlesea Insurance p.l.c.** based on the information given to **us** and the declaration made on the proposal form. In return for receiving and accepting the premium, **we** will provide insurance within the **territorial limits** in accordance with the terms and conditions of this **Policy** for those sections shown in the **Schedule** as being applicable.

**You** should read these documents and check them carefully to ensure they provide **you** with the cover **you** require. It is important that **you** should advise **us** immediately whenever any changes occur that affect what **you** have told us.

Unless both **you** and **we** agree otherwise, this contract shall be subject to Maltese Law and to the exclusive jurisdiction of the Maltese Courts.



**MARTIN GALEA**  
**CHAIRMAN**



**ALFREDO MUÑOZ PEREZ**  
**PRESIDENT &**  
**CHIEF EXECUTIVE OFFICER**

## Read Me First

In consideration of the payment of the required premium and subject to the terms, conditions and warranty contained herein, **we** hereby agree to pay or provide indemnity as hereinafter set forth.

### WARRANTY

It is warranted hereon that:

- a) At the time of issuance of this Insurance **you** are not aware of any reasons or circumstances which may influence our opinion of **you** in accepting the risk;
- b) No **wedding** or reception shall be booked or undertaken against the advice of a qualified **medical practitioner**;
- c) In respect of **weddings** taking place outside the **Maltese Islands**, the Insured shall have effected a suitable travel insurance **Policy** covering cancellation and abandonment.

### Conditions and Exclusions

Conditions and exclusions will apply to individual sections of **your Policy**, while general conditions and general exclusions will apply to the whole of **your Policy**. It is a condition of this **Policy** that all **material facts** must be disclosed to **us** at the time of taking out this insurance prior to **your wedding**. Failure to do so may result in **your** claim being rejected. For **material facts** please see **Policy** Definitions.

### Personal Liability

There is no cover for personal liability claims arising directly or indirectly from, happening through or in consequence of ownership, possession or use of any aircraft, watercraft, mechanically propelled vehicle or conveyance. Please note this exclusion does not apply when riding a pedal cycle, however it does apply when hiring jet skis, or any other watercraft, (other than rowboats, punts, canoes or pedalos) aircraft, mechanically propelled vehicle or conveyance (other than pedal cycles). **We** strongly recommend checking with the company **you** hire from, that they have sufficient personal liability cover in place, should **you** hire and participate in such activity.

### Policy Limits

All sections of **your Policy** have limits representing the maximum amount **we** would pay under that section.

### Policy Excesses

Under most sections of the **Policy**, claims will be subject to an excess. The excess will be applied per **insured person**, per section and per incident for which a claim is made. This means that **you** will be responsible for the first part of the claim. The amount **you** have to pay is the excess.

## Reasonable Care / Unattended Property

**You** must exercise reasonable care to prevent illness, injury or **loss or damage** to **your** property, as though you are not insured. There is no cover for property left unattended in an unlocked place to which the general public has access.

## Cancelling Your Policy

**We** can cancel this **Policy** by sending **you** seven days notice to **your** last known address.

## Residency

To be eligible for this insurance **Policy**, **you** must be a **resident** in Malta at the time the **Policy** is purchased (unless otherwise agreed in writing by **us**). In the case of **weddings** held outside of Malta, at least one of the insured's must be a Maltese **resident**.

## Complaints Procedure

If **you** have any cause for complaint regarding this insurance, please refer to the complaints procedure at the end of this booklet.

## Cancellation and Rearrangement

The coverage under cancellation and rearrangement only covers certain situations that lead to cancellation or rearrangement specified in Section 1 of this **Policy**.

## DEFINITIONS

Wherever the following words or phrases appear in bold within this **Policy** they will always have the same meaning. Under certain sections cover will be limited, please refer to individual sections for full terms and conditions.

**Accidental Loss or Damage** means damage caused suddenly and unexpectedly by external means other than **your** deliberate act.

**Additional Costs** means the difference between the original cost of the **wedding services** and/or **wedding reception** and the rearranged **wedding services** and/or **wedding reception**.

**Adverse Weather** means weather conditions that are such that they cause major disruption to travel services i.e. by rail and road including public transport thus severely affecting the ability of participants and guests to attend the **wedding**.

**Attendants** mean non-professional participants at the **wedding**, traditionally assisting the bride or groom.

**Bodily Injury** means injury caused by external, violent and visible means, and shall exclude all psychological or other mental injuries and infirmities.

**Bridal Attire** means clothing and accessories of a formal nature worn by the bride at the **wedding**.

**Ceremonial Attire** means clothing and accessories whether hired or owned by the groom, male and female **attendants** and the parents of the bride and groom.

**Close Relative** means **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, step-brother, sister, sister-in-law or step-sister.

**Consequential Loss** means, unless **we** provide cover under this insurance, any other loss, damage or additional expense as a result of the event for which **you** are claiming, not being covered. An example of such loss, damage or additional expense would be costs incurred in preparing a claim or loss of earnings following **bodily injury** or illness.

**Deposits** shall mean the minimum contractual amount already paid in order to secure the services of a **wedding services** supplier.

**Endorsement(s)** means any alteration made to the **Policy** which has been agreed by **us** in writing.

**Essential Documents** means documentation required by the relevant foreign authority to enable the **wedding** to take place as booked outside the **Maltese Islands** and includes but is not limited to visas, birth certificates and passports.

**Home** means **your** residential address in the **Maltese Islands** (unless otherwise agreed in writing by **us**).

**Loss of Limb** means loss by physical severance at or above the wrist or ankle or the total and permanent loss of an entire hand, arm, foot or leg.

**Loss or damage** includes, but is not limited to, accident, fire or theft.

**Maltese Islands** mean the islands of Malta, Gozo and Comino.

**Marquee** means, the hired **marquee**, tent, gazebo.

**Material Fact** means any fact which is known to **you**, which is likely to influence **us** in the acceptance or assessment of this insurance.

**Medical Practitioner** means a registered practising member of the medical profession who is not related to **you** or any person under this insurance.

**Permanent Total Disablement** means total disablement from engaging in or attending to any occupation whatsoever for at least 12 months from the date of injury, and at the end of that time being beyond hope of improvement.

**Policy** means this booklet, the **Schedule** and any **Endorsements** all of which are to be read together.

**Pre-Existing Medical Condition** means any on-going medical condition, or condition which has or will require medical treatment, including consultations or advice, within the last 12 months preceding the date of issue of this **Policy**.

**Property Insured** for the purposes of Section 13 Optional **Marquee** Extension, refers to the **marquee** as defined, together with staging, chairs, tables and ancillary equipment hired or leased by **you** (or by another person on **your** behalf) solely for the purpose of **your wedding** and for which **you** (or such other person) are responsible.

**Resident** means that **you** are a **resident** in the **Maltese Islands**. To be a **resident you** main residence must be in the **Maltese Islands** (Unless agreed in writing by **us**).

**Schedule** means the document containing **your** name and address, the **wedding date**, the sections of this **Policy** which apply, the premium **you** have to pay, the property which is insured, the amounts for which **you** are covered and details of any extensions or **Endorsements**.

**Territorial Limits** means that this **Policy** applies to **weddings** taking place anywhere in the world. It is a condition of this **Policy** that either the bride or the groom shall be **Maltese** citizens or ordinarily permanent **residents** in Malta (unless otherwise agreed in writing by **us**).

**We, Our, Us** mean **Middlesea Insurance p.l.c.**

**Wedding(s)** means a ceremony which creates a contract of marriage which is legally enforceable within the **Maltese Islands**, occurring on the **wedding date**.

**Wedding Date** means the day specified to **us** and shown in the **Schedule**.

**Wedding Gifts** mean the gifts for the bride and groom presented for the purposes of celebrating the wedding.

**Wedding Reception** means the social gathering, including but not limited to, room hire and catering, following within no more than 21 days of the **wedding**, at which the **wedding** will be celebrated (unless otherwise agreed in writing with **us**).

**Wedding Rings** mean the ring(s) exchanged by the bride and groom at the **wedding**.

**Wedding Services** shall mean the providers of professional photography and/or professional video operation; floral arrangements; hired cars or transport; toastmaster; venue, **wedding** cake; **ceremonial attire**; **bridal attire**; catering; dj/disco; band/musician or paid entertainment contracted by **you** to provide services at the **wedding** or **wedding reception**.

**You, Your(s), Insured Person** shall mean the bride and groom named in the **Schedule** and the proposer named in the proposal form in the event that the proposer is different to the bride and the groom. For the avoidance of doubt the proposer shall be interested in this **Policy** only in respect of certain sections and where appropriate and where the cost of the **wedding** or **wedding services** devolve upon the proposer.

## SECTION 1 – CANCELLATION AND REARRANGEMENT OF WEDDING AND/OR RECEPTION

### (+) What You Are Covered For:

#### A. Cancellation

**We** will pay up to the amount stated in the **Schedule**, for any irrecoverable expenses incurred by **you** in respect of **ceremonial attire**, flowers, photographs, catering, transport, accommodation and the services from any other **wedding** supplier booked but not used as a direct result of the unavoidable cancellation or curtailment of the **wedding** or **wedding reception** as a result of:

- a. the booked venue for the **wedding** or **wedding reception** being unable to hold **your wedding** due to an outbreak of infectious or contagious disease, **accidental loss or damage** to the venue, murder or suicide at the premises or closure of the venue by the relevant authority;
- b. the death, injury or sickness of the bride or groom or of a **close relative** of the bride or groom which would make the holding of the **wedding** inappropriate. For the avoidance of doubt for the purposes of this section the definition of close relative shall apply only to the bride or groom and not to the proposer if different from the bride or groom;
- c. the total non-appearance on the **wedding** day of any booked and paid-for professional **wedding services**;
- d. **accidental loss or damage** to **ceremonial attire** which renders the items un-wearable where the purchase or hire of alternatives is not possible;
- e. redundancy, where notice is received at least 8 weeks after the issuance of this **Policy** and qualifying for social security benefits under the current redundancy legislation, of the bride or groom or any of their relatives who would have made proven, significant, financial contributions or commitment on which the **wedding** is dependant;
- f. the unforeseen posting overseas of a serving member of the Armed Forces of Malta or unavoidable and necessary duty with the Ambulance Service, Coastguard, Fire Brigade or Police Personnel of the bride and the groom in accordance with the terms of this **Policy**;
- g. the non-appearance of the person officiating the ceremony or registrar and subject that no alternative is found;
- h. the inability of the **wedding** party and guests to reach the **wedding** or **wedding reception** venue due to **adverse weather** conditions.

**Important:** Cover under this section commences from the date the premium is paid, and remains in force until the completion of the **wedding** and reception or a claim being made under this section of the **Policy**, whichever occurs first.

#### B. Rearrangement

In the event of cancellation or curtailment of the **wedding**, reception or **wedding services** for reasons specified in A. Cancellation above, **we** will pay up to the amount detailed in the **Schedule** to reimburse **you** for reasonable

**additional costs** incurred in rearranging the **wedding** and/or reception and/or **wedding services** to a similar standard to that catered for by the original budget.

Conditions applicable to section 1B. Rearrangement:

All **additional costs** and expenses must be notified and agreed by **us** in advance of the rearranged **wedding**.

**Important:**

Cover under this section:

- a. does not extend in respect of travel and/or accommodation arrangements made for **weddings** taking place outside the **Maltese Islands**;
- b. commences upon issuance of this **Policy** and the **Schedule** attached hereto and expires upon completion of the **wedding reception** or a claim being made under this section of the **Policy**, whichever occurs first.

**(-) What You Are Not Covered For:**

**We** will not pay for the following in connection with claims made under Section 1:

Any claim arising directly or indirectly from:

- i. losses recoverable from any other source;
- ii. Government regulation or act or intervention;
- iii. strikes or labour disputes;
- iv. unemployment (other than redundancy as specified in Section 1 A. Cancellation (e.) above);
- v. **your** financial circumstances or those of any person or company on whom the **wedding** arrangements depend, except as provided for in Section 1 A. Cancellation (e.) above;
- vi. **wedding** arrangements not honoured by **your** employer, other than as provided in Section 1 A. Cancellation (f.) above;
- vii. disinclination to contract to the marriage as agreed or failure to comply with legal requirements or **your** failure to obtain the relevant legal documentation;
- viii. failure to notify the provider of any goods or service as soon as reasonably possible if it is found necessary to cancel or curtail the **wedding** or reception;
- ix. cancellation/curtailment or rearrangement of travel and/or accommodation arrangements made in respect of **weddings** outside the **Maltese Islands**;
- x. **additional costs** not notified and agreed by **us** in advance of the rearranged **wedding**;
- xi. anxiety, stress or depression unless **you** are medically diagnosed and admitted as an in-patient at a recognised hospital;
- xii. Losses directly or indirectly caused by or resulting from a **pre-existing medical Condition(s)**.

## SECTION 2 – WEDDING AND CEREMONIAL ATTIRE

**(+) What You Are Covered For:**

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

- a. the reinstatement or replacement at **our** discretion of **bridal attire** to be worn by the bride if such attire is lost or damaged whilst in **your** possession or that of a **close relative** within 1 month prior to the **wedding reception**, and for a subsequent 48 hours thereafter;
- b. loss of or damage to **ceremonial attire** worn by **you** and **your attendants** within 48 hours before and after the **wedding reception**.

**Important:** In respect of points a. and b. 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 section 2:

- i. **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;
- ii. **loss or damage** which is or but for the existence of this **Policy** would be otherwise insured;
- iii. any loss (other than by damage) not reported to the police within 24 hours of discovery;
- iv. **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 of the vehicle, concealed from view and there is evidence of violent, visible and forcible entry thereto.

## **SECTION 3– WEDDING GIFTS**

#### **(+) What You Are Covered For:**

**We** will pay up to the amount stated in the **Schedule** (subject to a maximum per gift as stated in the **Schedule**) for loss of or damage to **wedding gifts** due to **accidental damage or loss** whilst being stored by **you** or **your close relative** or best man at **your home** or at the **wedding** venue on the **wedding reception** day. This cover also applies whilst gifts are in transit. Cover applies one month prior to the **wedding** and for a subsequent 24 hours thereafter or until a claim is made under this section of the **Policy**, whichever occurs first.

#### **(-) What You Are Not Covered For:**

**We** will not pay for the following in connection with claims made under section 3:

- i. any loss (other than by damage) not reported to the police within 24 hours of discovery;
- ii. **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;
- iii. **loss or damage** which is or but for the existence of this **Policy** would be otherwise insured;
- iv. **loss or damage** by theft or attempted theft of any **wedding gifts** 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 violent, visible and forcible entry thereto;
- v. **loss or damage** by theft or attempted theft of any **wedding gifts** left in the **home** or ceremony venue or reception venue, unless there is evidence of violent, visible and forcible entry thereto;
- vi. **loss or damage** by theft or attempted theft of any **wedding gifts** left in the **home** or ceremony venue unless at least one member of the police force or a reputable security firm is engaged to guard said **home** or ceremony venue.



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

### (+) What You Are Covered For:

We will pay up to the amount stated in the **Schedule** for loss of or damage to:

- a. **wedding rings**;
- b. flowers;
- c. **attendants'** gifts;
- d. the **wedding** cake.

Occurring during the time specified in 1. or 2. below.

Cover under this section commences:

1. 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 at the end of the **wedding reception**, or when a claim is made under this section of the **Policy**, whichever occurs first, in respect of flowers, **attendants'** gifts and the **wedding** cake.

### (-) What You Are Not Covered For:

We will not pay for the following in connection with claims made under section 4:

- i. theft of **wedding** ring(s), flowers and **attendants'** gifts unless such items were removed by visible and forcible means;
- ii. any loss (other than by damage) not reported to the police within 24 hours of discovery;
- iii. **loss or damage** which is or but for the existence of this **Policy** would be otherwise insured;
- iv. 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**;
- v. **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 the vehicle, concealed from view and there is evidence of violent, visible and forcible entry thereto.

## SECTION 5 – WEDDING CARS AND TRANSPORT

### (+) What You Are Covered For:

**We** will pay up to the amount stated in the **Schedule** if the private hire firm or individual with whom the transport arrangements have been made fails to meet its/their contractual obligation(s) and subject that no alternative is found.

Cover under this section commences from the date of issuance of this **Policy**, and remains in force until completion of the **wedding reception** or a claim being made under this section of the **Policy**, whichever occurs first.

### (-) What You Are Not Covered For:

**We** will not pay for:

- i. losses recoverable from any other source;
- ii. losses which may effectively be claims under section 1 of this **Policy**;
- iii. contracts which are not in writing;
- iv. any costs which would have been incurred had the original supplier not failed to meet their contractual obligations;
- v. financial failure of any service providers.

## SECTION 6 – PHOTOGRAPHS AND VIDEOS

### (+) What You Are Covered For:

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

- a. non-appearance at the **wedding** of the professional photographer or professional video operator contracted for the **wedding** and subject that no alternative is found;
- b. 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;
- c. 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 of issuance of this **Policy**, until completion of the **wedding reception** or a claim being made under this section of the **Policy**, whichever occurs first.

If it is planned to take photographs of the bride and groom cutting the **wedding** cake, **we** will pay up to the amount stated in the **Schedule** to arrange an alternative photographic session necessitated by damage to the **wedding** cake occurring within 48 hours before the conclusion of the reception.

Any event that may lead to a claim being made for re-taking the photographs of the cake-cutting ceremony must be notified to **our** claims department within 48 hours of the occurrence.

**Important:** In respect of points a, b and c above, cover will only apply if more than 75% of the photographs originally commissioned and paid for are not provided by the professional photographer or professional video operator contracted for the **wedding**.

#### **(-) What You Are Not Covered For:**

**We** will not pay for:

- i. losses recoverable from any other source;
- ii. losses which may effectively be claimed under section 1 of this **Policy**;
- iii. contracts which are not in writing;
- iv. any costs which would have been incurred had the original supplier not failed to meet its contractual obligations;
- v. financial failure of any service provider.

## **SECTION 7 – FAILURE OF SUPPLIERS**

#### **(+) What You Are Covered For:**

Following the bankruptcy or liquidation of any pre-booked **wedding services** supplier contracted to and paid by **you** and subject that no alternative is found, **we** will pay up to the amount detailed in the **Schedule** for the following:

- a. irrecoverable **deposits**;
- b. **additional costs** in arranging alternative **wedding services**.

Cover under this section commences from the date of issue of this **Policy**, and remains valid until completion of the **wedding reception** or a claim being made under this section of the **Policy** whichever occurs first.

#### **(-) What You Are Not Covered For:**

**We** will not pay for any:

- i. sums recoverable from any other source;
- ii. costs which would have been incurred had the original supplier not ceased trading;
- iii. costs from the financial failure of a **wedding gifts** supplier or any supplier not contracted by and pre-paid by **you**;
- iv. costs from the financial failure of a professional **wedding planner**;
- v. costs where no written contractual agreement exists between **you** and the **wedding services** supplier.

## SECTION 8 – ESSENTIAL DOCUMENT INDEMNITY

### (+) What You Are Covered For:

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

Cover under this section:

- a. applies in respect of **weddings** taking place outside the **Maltese Islands**;
- b. commences from the date of issuance of this **Policy** and remains in force until the **wedding reception** takes place, as booked or a claim is made under this section of the **Policy**, whichever occurs first.

### (-) What You Are Not Covered For:

**We** will not pay for:

- i. **loss or damage:**
  - a. arising from confiscation or detention by customs officials or other authorities;
  - b. due to wear and tear;
  - c. not reported to the consular representatives of the relevant issuing country within 24 hours of discovery of the loss, and a written report not obtained;
- ii. loss or theft from any unattended motor vehicle;
- iii. claims which arise from **your** lack of care, or from reasons within **your** control;
- iv. loss of documents when stored in suitcases or other like containers whilst in the custody of the airline or other carriers.

## SECTION 9- PERSONAL LIABILITY

**Important: Cover under this section does not apply to weddings taking place in the USA or Canada**

### (+) What You Are Covered For:

**We** will indemnify **you** in accordance with the amount stated in the **Schedule** in respect of **your** legal liability arising from accidental injury to third parties or **accidental loss of or damage** to third party property in connection with the **wedding** and happening or occurring on the **wedding date** and during the **wedding reception** at the venues stated in the **Schedule**.

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

**Important:** This section does not provide an indemnity in respect of liabilities arising from the actions of anyone other than the bride and groom or such of their **close relatives** as are mentioned in the wedding invitation as inviters, and does not include any additional liability accepted under a hiring or booking contract.

## SECTION 10 – OPTIONAL PUBLIC LIABILITY EXTENSION

**Important:** This section applies only where the appropriate premium has been paid. Cover under this section does not apply to weddings taking place outside the Maltese Islands.

### (+) What You Are Covered For:

We will indemnify **you** in accordance with the amount stated in the **Schedule** to cover all persons invited to and attending the **wedding** or reception in respect of their legal liability arising from accidental injury to third parties or **accidental loss of or damage** to third party property happening or occurring on the **wedding date** and during the **wedding** or reception at the venues stated in the **Schedule**.

### (-) What You Are Not Covered For:

We will not pay for the following in connection with claims arising under sections 9 and 10:

- i. liability arising from:
  - a. the use or possession of vehicles, aircraft or watercraft, trailers or caravans;
  - b. loss of or damage to property belonging to or held in trust by **you**;
  - c. any wilful or malicious act;
  - d. the carrying on of any profession, trade or business;
- ii. employers' liability, contractual liability or liability to a member of **your** family;
- iii. liability assumed by **you** under contract;
- iv. animals belonging to **you** or in **your** care, custody or control;
- v. the ownership or occupation of land or buildings;
- vi. liability arising from the use of firearms;
- vii. liability arising from any criminal activity or criminal proceedings;
- viii. **your** costs and expenses incurred without our prior written consent;
- ix. any liability arising out of the Motor Vehicles (Third Party Risks) Ordinance (Chapter 104 of the Laws of Malta) and any subsidiary legislation made under it in force in Malta and as amended or replaced from time to time;
- x. liability which is or but for the existence of this **Policy** would be insured by any other **Policy** except in respect of any excess beyond the amount payable under such other **Policy**, or which would have been payable under such other **Policy** had this insurance not been effected;
- xi. liability for fines, penalties, liquidated damages or punitive exemplary aggravated or multiplied damages;
- xii. loss of or damage to any goods or other property sold, supplied, delivered, installed or erected by **you** and all costs of or arising from the need to making good, removal, repair, rectification, replacement or recall of:
  - a) any such goods or property;
  - b) any defective work executed by **you**;
- xiii. **loss or damage** to flooring caused by footwear of any kind;
- xiv. any loss arising from ownership or use of bouncy castles or other inflatables;
- xv. any **wedding** or **wedding reception** within the USA or Canada;
- xvi. liability arising from the ownership or use of fireworks or other pyrotechnic devices or effects.

## SECTION 11 – PERSONAL ACCIDENT

### (+) What You Are Covered For:

**We** will pay the compensation specified in the **Schedule** to the bride and the groom, or where appropriate, their legal representative(s) if **you** sustain **bodily injury** caused by external violent and visible means, which solely and independently of any other cause within 12 calendar months from the date of accident causing such **bodily injury** results in **your** death, loss of one or more limbs and/or sight in one or both eyes or **your permanent total disablement**.

Provided that:

1. Death or disablement occurs within one year of the **bodily injury**;
2. Compensation shall not be payable under more than one of the above items in respect of the same accident, and the payment under any one item shall terminate our liability under this section of the **Policy** insofar as it applies to the person for whom such payment has been made;
3. This section of the **Policy** does not cover **bodily injury** occurring more than 24 hours before or more than 24 hours after the **wedding reception**;
4. Any claim must be certified by an independent **medical practitioner**.

### (-) What You Are Not Covered For:

**We** will not pay for:

- i. **permanent total disablement** if at the date of the accident **you** are over the statutory retirement age and are not in full time paid employment;
- ii. losses arising from accidents involving **you** driving or being carried as a passenger in or on any quad bike, two or three wheeled vehicle of 125cc or over;
- iii. Losses directly or indirectly caused by or resulting from a **pre-existing medical Condition(s)**.

## SECTION 12 – LEGAL EXPENSES

### (+) What You Are Covered For:

**We** will pay up to the amount stated in the **Schedule** for legal costs and expenses incurred by **you** in the pursuit of legal proceedings by **you** or **your** legal representative(s) for compensation and/or damages arising from or out of **your** injury or death.

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

### (-) What You Are Not Covered For:

**We** will not pay for:

- i. any claim brought against any person who has contracted to supply any aspect of the **wedding** or reception including the reception organiser;
- ii. legal expenses incurred prior to the granting of our consent to such legal expenses;
- iii. any claim reported more than 31 days after the commencement of the incident giving rise to such claim;
- iv. any claim where **we** consider **your** prospects of success in achieving a reasonable benefit are insufficient;
- v. claims arising in connection with injury or death occurring more than 24 hours before or more than 24 hours after the **wedding date**;
- vi. claims for legal costs whether **you** are pursuing action relating directly or indirectly to medical negligence or alleged medical negligence;
- vii. claims emerging from the pursuance to a contingent fee agreement between **you** and **your** council;
- viii. pursuing claims as part of or on behalf of a group or organisation.

## SECTION 13 – OPTIONAL MARQUEE EXTENSION

**Important: This section applies only where the appropriate additional premium has been paid. Cover under this section does not apply to weddings taking place outside the Maltese Islands.**

### **(+) What You Are Covered For:**

**We** will indemnify **you** up to the amount stated in the **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/curtailment and rearrangement as a direct result of loss of or damage to the **marquee** and subject that no alternative is found.

### **(-) What You Are Not Covered For:**

**We** will not pay for:

- i. erection and/or dismantling costs of any hired equipment;
- ii. audio visual entertainment equipment unless specifically mentioned;
- iii. **loss or damage** suffered by **you** as a result of being deceived into consenting to part with property;
- iv. damage to flooring caused by footwear;
- v. **consequential loss** of any kind or description;
- vi. theft of ancillary equipment unless there is violent and forcible entry to or exit from the locked premises;
- vii. losses recoverable from any other source;
- viii. loss or theft from unattended venues or vehicles;
- ix. theft or attempted theft unless involving forcible or violent entry to or exit from the building.

## GENERAL CONDITIONS

1. It is a condition that all **material facts** have been disclosed to us. Failure to do so may affect **your** rights under this insurance. Following a change in a **material fact** disclosed to **us** by **you** during the currency of this **Policy**, **we** reserve the right to amend or cancel **your** insurance, providing **you** with a pro-rata refund of premium. If **you** are in any doubt as to whether a fact is 'material', then for **your** own protection it should be disclosed to us.
2. Written notice of any event which may give rise to a claim shall be given to **us** as soon as practicable. 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 – you are required to inform the police immediately.
  - b) i. 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.  
ii. **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 full details of **wedding gifts** (by indicating the make, model, shop, valuation for replacement of similar items) money, cheques (by indicating the exact amounts and guest donating the gift) and vouchers (by indicating value and outlet).
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, insofar 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.
5. No refund of premium is allowed once the insurance has been effected.
6. **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. If at the time of any loss, damage, or liability arising under this insurance there is any other insurance covering the same loss or damage, **we** will pay only our rateable proportion. In the case of liability we will only pay the amount beyond the amount payable under such other **Policy**, or which would have been payable under such other **Policy** had this insurance not been effected up to this **Policy**'s limit of indemnity specified in the **Schedule**.
9. **You** may not transfer **your** interest in this insurance.
10. Our total liability shall not exceed the respective sums stated in the **Schedule**.
11. **You** shall submit to medical examination at **your** own expense except post mortem which **we** reserve the right to have undertaken at our own expense.
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. This **Policy** may be rescinded or cancelled without the consent of a third party.
14. In the event of a claim, **you** must produce documentation to show that original contractual obligations with suppliers were evidenced or that ownership of goods existed in writing.
15. **You** may not claim under more than one section or part of this **Policy** for the same financial loss.
16. This is a contract personal to **you** and cannot be assigned therefore no person other than **you** can claim benefit.

## GENERAL EXCLUSIONS

In addition to the specific exclusions and exceptions under each section, **we** will not pay for any of the following or anything arising therefrom:

- i. The **excess(es)** shown in the **Schedule**;
- ii. Any of the following:
  - a) Acting against medical advice;
  - b) Awaiting results of medical tests/medical investigations;
  - c) Being on hospital waiting list for treatment;
  - d) Having received a terminal prognosis;
  - e) Anxiety, stress or depression (unless admitted as an in-patient at a recognised hospital);
- iii. Claims (for **you** or anyone else upon whose health **your wedding** depends) arising directly or indirectly from failure to obtain the recommended vaccinations;
- iv. Circumstances of which **you** are aware at the time of affecting the **Policy**;
- v. Losses directly or indirectly occasioned by, happening through, or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), terrorism, civil war, rebellion, revolution insurrection, military power or confiscation by nationalisation or requisition and destruction of or damage to property by or under the order of any government or local authority or riot or civil commotion;
- vi. Losses directly or indirectly occasioned by pressure waves caused by aircraft travelling at sonic speeds;
- vii. 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 doctor, but not for drug addiction) or self-exposure to needless peril (except in an attempt to save human life);
- viii. Losses directly or indirectly occasioned by, happening through, or in consequence of nuclear fission, nuclear fusion or radioactive contamination;
- ix. Any loss whereby any period of disability or loss whatsoever is increased through **your** own act or omission;
  - x. Any property more specifically insured;
  - xi. Incidents which may give rise to a claim not notified in writing within 31 days of the expiry of the insurance;
  - xii. Losses arising as a result of **consequential loss** of any kind;
- xiii. Any claim arising directly or indirectly from injury, illness, death, loss, expense or other liability attributable to sexually transmitted disease;
- xiv. Losses arising from prohibitive regulations by the government of any country;
- xv. Losses arising as a result of any unlawful act by **you** or criminal proceedings against **you** or any other person on whom the **wedding** depends (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);
- xvi. In respect of persons who are not **residents** in the **Maltese Islands**, where such liability would not have existed had those persons been **residents** in the **Maltese Islands** and not elsewhere unless specifically agreed by **us**;
- xvii. Wilful and malicious acts and any acts of vandalism by persons invited to the **wedding** or reception by **you**;

- xviii. Any circumstance manifesting itself after the date of the reception booking prior to the date of issue of the Insurance **Policy** unless agreed by **us** in writing;
- xix. Any loss, damage, expense or **consequential loss** directly or indirectly caused by, contributed to by or arising from the failure or inability of any equipment or any computer programme to recognise or to correctly process any date as its true calendar date, or to continue to function correctly beyond that date, other than for loss, damage, expense or **consequential loss** not otherwise excluded which itself results from the operation of an insured cause except that this exclusion shall not apply to Section 10 of this **Policy**;
- xx. 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 currency of this **Policy**. All pollution or contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place;
- xxi. Loss or theft from unattended venues or vehicles unless involving forcible or violent entry to or exit;
- xxii. Theft or attempted theft unless involving forcible or violent entry to or exit from a building;
- xxiii. Bouncy castles and other inflatables;
- xxiv. Fireworks or other pyrotechnic devices or effects;
- xxv. 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;
- xxvi. Any claim arising directly or indirectly from injury, illness, death, loss, expense or other liability attributable to HIV and/or HIV related illness including AIDS and/or any mutant derivative or variations thereof;
- xxvii. Losses directly or indirectly occasioned by, happening through, or in consequence of vaccinations;
- xxviii. Any part of a claim which is unproven or unsubstantiated;
- xxix. Losses, whether directly or indirectly, arising out of **your** financial incapacity.

## OUR COMPLAINTS PROCEDURE

**We** are committed to providing good quality services. **We** recognise, however, that clients may not be satisfied with the service provided. To deal with this **we** have a complaints procedure. For the sake of clarification a complaint is broadly defined as being a written expression of dissatisfaction with services that **we** provide or actions **we** have taken that require a response. **We** distinguish complaints from queries. Queries are challenges to specific decisions in specific circumstances.

### **We will deal with your complaint**

**We** do not look at complaints as unwanted. In fact, they may help **us** to see where our services or procedures may be improved. So do let **us** know when **you** feel **we** have made a mistake or done something which **you** find unsatisfactory. Even if **you** do not think **your** particular concern amounts to a complaint **we** would still like to know about it. **You** will help **us** improve our service further.

## How to complain

### Step 1 – Contacting us

The first step is to talk to a member of our staff or of the intermediary if **your Policy** was arranged through one. This can be done informally either directly or by telephone.

Usually the best staff member to talk to will be the person who dealt with the matter **you** are concerned about as they will be in the best position to help **you** promptly and to put things right. If they are not available or **you** would prefer to approach someone else then ask for the manager or senior person responsible. **We** will seek to resolve the problem immediately. If **we** cannot do this then **we** will take a record of **your** concern and arrange the best way and time for getting back to **you**. This will normally be within two working days.

### Step 2 – Taking your complaint further

If **you** are still unhappy the next step is to put **your** complaint in writing, addressing it to our Complaints Officer, setting out the details, explaining what **you** think went wrong and what **you** feel would put things right. If **you** are not happy about writing a letter **you** can always ask a member of staff to take notes of **your** complaint which **you** will be then asked to sign. **You** will be provided with a copy for **your** own reference. This record will be passed promptly to the Complaints Officer to deal with.

Once our Complaints Officer receives a written complaint, s/he will arrange for it to be fully investigated. **Your** complaint will be acknowledged in writing within five working days of receiving it and the letter will say when **you** can expect a full response. This should normally be within fifteen working days unless the matter is very complicated such as where other organisations need to be contacted. Where this is the case **we** will still let **you** know what action is being taken and tell **you** when **we** expect to provide **you** with a full response.

### Taking your complaint elsewhere

If **you** are still not satisfied with the Complaints Officer's response, **you** can always seek advice elsewhere. **You** may contact the Customer Complaints Manager at the Malta Financial Services Authority on 8007 4924 or 2144 1155.

Following these procedures will not affect **your** right to take legal action.

Ref: WED POL 01.06.12

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