

Dream Wedding Insurance

Combined Policy Wording and
Product Disclosure Statement (PDS)

Issued by Agile Underwriting Services Pty Ltd
ABN 48 607 908 243 — AFSL 483374



Specialty

DREAM WEDDING INSURANCE POLICY WORDING & PRODUCT DISCLOSURE STATEMENT (PDS)

Important Information

This document is a combined Policy Wording and PDS.

Part A is the PDS, which contains information designed to help You decide whether to buy a Dream Wedding Insurance Policy and to enable You to compare this product with other insurance policies. This document also contains important information about the Policy, including a summary of the benefits, conditions Your rights and other things You need to know to make an informed decision. Information about the relationship between Agile Underwriting Services Pty Ltd (ABN 48 607 908 243), Australian Financial Services (“AFS”) Licence Number 483374) (“AGILE”) and the Insurer, HDI Global Specialty SE - Australia (ABN 58 129 395 544, AFS Licence number 458776) providing cover under this product is also included.

Part B is the Policy Wording, which explains what is covered under each Section, and sets out the claims procedures, definitions, exclusions and other terms and conditions of cover.

It is an important document and You should keep it in a safe place with all other documents relating to this insurance. Throughout this document, certain words start with a capital letter and these words have a special meaning. These meanings are set out in the General Definitions section of the Policy Wording.

This PDS is dated 13th April 2023

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PART A – PRODUCT DISCLOSURE STATEMENT (PDS)

1. WHO CAN I CONTACT IF I HAVE QUESTIONS?

We have simplified Our contact points so You can easily get in touch with Us.

FOR ENQUIRIES RELATING TO	PLEASE CONTACT
General enquiries, including Policy questions and coverage, and Policy amendments. Any questions, just call or email.	1300 705 031 help@agileunderwriting.com
Cancelling the Policy. You can cancel the Policy at any time.	1300 705 031 cancel@agileunderwriting.com
Making a claim online. You can claim directly through Our online portal.	agileunderwriting.com/claims
Making a claim. Get in touch straight away and We can help.	1300 243 623 HGS_DWI_Claims@hdi-specialty.com
Making a complaint. If You are not happy...We want to know.	1300 705 031 complaints@agileunderwriting.com
Family/Domestic Violence. For further information please view Our policy .	1300 705 031 family@agileunderwriting.com In an emergency or you are not feeling safe, call 000
Support for customers experiencing vulnerability or financial hardship. For further information please view Our vulnerability policy or our financial hardship policy .	1300 705 031 hardship@agileundwriting.com

2. THE INSURER

The Insurer of this Policy is HDI Global Specialty SE - Australia (ABN 58 129 395 544, AFS Licence number 458776). In this document, HDI Global Specialty SE - Australia acting through its agent (as explained below) are referred to as the “Insurer”, “We”, “Us” or “Our”. The Insurer is regulated by the Australian Prudential Regulation Authority (“APRA”). If You wish to contact the Insurer, please contact the agent in the first instance.

The Insurer is a branch of HDI Global Specialty SE, which is a limited liability company registered in Germany with registration number HRB211924 and authorised by Bundesanstalt für Finanzdienstleistungsaufsicht (“BaFin”). It is authorised to carry on insurance business in Germany under the *German Insurance Supervisory Act* (“Versicherungsaufsichtsgesetz”).

3. THE INSURER’S AGENT

Agile Underwriting Services Pty Ltd (ABN 48 607 908 243, AFS Licence No. 483374) (“AGILE”) is authorised to issue, vary, renew and cancel this Policy under a binding authority given to it by the Insurer. The binding authority allows AGILE to enter into contracts of insurance on behalf of the Insurer. This means that the Policy issued to You by AGILE is binding on the Insurer just as if the Insurer had issued the Policy itself. AGILE acts as the agent for the Insurer, not for You. AGILE's AFS Licence authorises it to provide these services.

AGILE’s contact details are:

Head Office:	Level 5, 63 York St, SYDNEY NSW 2000 AUSTRALIA
Postal Address:	Level 5, 63 York St, SYDNEY NSW 2000 AUSTRALIA
Telephone:	1300 705 031
E-mail:	service@agileunderwriting.com
Website:	www.agileunderwriting.com

4. WHO IS DREAM WEDDING INSURANCE?

Dream Wedding Insurance is the trading name of Wedding Insurance Group Pty Ltd (ABN 25 161 972 354, AR 448305) who arranges this insurance for You. The capacity in which Wedding Insurance Group Pty Ltd acts can be found in the Financial Services Guide given to You.

Important Information about Dream Wedding Insurance’s advice

Any advice Dream Wedding Insurance gives about this Policy is general advice only. General advice is advice that has been prepared without considering Your individual objectives, financial situation or needs. For this reason, before You act on this general advice, You should consider the appropriateness of the general advice having regard to Your individual objectives, financial situation and needs.

Before You make any decisions about whether to purchase this Policy, Dream Wedding Insurance recommends You read any documents that make up the Policy.

If You have any queries in relation this Policy, contact Dream Wedding Insurance in any of the following ways:

Email: info@dreamweddinginsurance.com
Website: www.dreamweddinginsurance.com

5. OUR CONTRACT WITH YOU

This Policy is a contract of insurance between You and Us and contains all the details of the cover that We provide.

The Policy consists of:

- the Schedule;
- the combined PDS and Policy Wording;
- any applicable Supplementary PDS (“SPDS”) We issue that varies it;
- any other document We tell You forms part of the Policy which may vary or modify the above documents.

These documents should be read together as they jointly form the contract of insurance between You and Us.

6. YOUR DUTY TO TAKE REASONABLE CARE NOT TO MISREPRESENT

You have a duty to take reasonable care not to make any misrepresentation when entering into, varying or extending the Policy.

This means that it is essential that You respond to specific questions that We ask honestly and to the best of Your knowledge, including where We ask You to confirm or update information that You have previously given to Us when entering into, varying or extending the Policy.

To assist You with providing Us with honest and accurate responses to any questions We ask of You, We have endeavoured to ensure that any question We ask are clear and easy to understand. Further, where possible, We have also included examples of the types of responses We are looking for when asking a particular question.

If You are unclear of any particular question or would like Us to explain it to You, please get in touch with Us and We will explain this to You.

In determining whether You have fulfilled this duty to take reasonable care not to make a misrepresentation to Us, We will consider all of the relevant circumstances of a particular case. If You do not respond honestly and accurately to specific questions that We ask, We may (acting reasonably) cancel Your Policy or reduce the amount We will pay You if You make a claim, or both. It is therefore vital that You be honest and specific in Your responses. If Your failure to take reasonable care not to make any misrepresentation is fraudulent, We may refuse to pay a claim and treat the Policy as if it never existed (this does not mean that We will refund any premiums that You have already paid).

7. THE COST OF THE POLICY & PAYING FOR THE POLICY

Premium

All cover is subject to the payment of premium and the terms, conditions, exclusions and provisions of this Policy.

The premium payable by You will be shown in the Schedule. The premium is calculated taking into consideration risk factors including the date of the wedding, the location and venue of the wedding, the level of coverage, Period of Insurance, Wedding Period and sums insured (limits) selected for each section.

Premiums are subject to government taxes and levies where applicable. They can include Goods and Services Tax (GST), stamp duty, and any other charges.

Other costs, Fees and Charges

Other costs, fees and charges which may be applicable to the purchase of Your Policy include:

Administration fee: AGILE will charge an administration fee for issuing Your Policy. This administration fee charged by AGILE is calculated as 15% of your base premium, capped at \$150 excluding GST. It will be displayed when You get a quote for this insurance; and

Commissions: Dream Wedding Insurance may receive a commission payment from Us when Your Policy is issued. For details of the relevant commission paid, please refer to the Financial Services Guide.

Cooling-Off Period

There is a fifteen (15) day cooling-off period. If You wish to cancel the Policy, You can cancel it by contacting Dream Wedding Insurance within fifteen (15) days of its Date of Issue.

We will refund all the premium paid less any non-refundable government charges, taxes and levies that We cannot recover.

You cannot exercise this right if any person has made a claim under the Policy during the cooling-off period.

After the cooling off period You can still cancel Your Policy in accordance with section 14. CANCELLATION.

Receiving Your Policy Documents

You will receive the Policy documents electronically, including but not limited to email.

When sending by email, Dream Wedding Insurance will send them to the email address that You have provided.

Each electronic communication will be deemed to be received by You twenty-four (24) hours after it leaves AGILE's information system.

You are responsible for ensuring that the email address and contact details that Dream Wedding Insurance has are up to date. Please contact Dream Wedding Insurance to change any email or contact details.

8. PRIVACY STATEMENT

For the purposes of this Privacy Collection Statement “We”, “Us” and “Our” includes the Insurer, AGILE and Dream Wedding Insurance unless specified otherwise. “You”, “Your” or “Yours” include the Policyholder and Wedding Partners.

We are bound by, and committed to comply with, the *Privacy Act 1988* (Cth) (“Privacy Act”) which includes the Australian Privacy Principles, when collecting and handling Your personal information including health information.

Our Privacy Policy sets out how We protect Your personal information and how You may:

- access Your personal information;
- correct Your personal information held by Us; and
- complain about a breach of the Privacy Act and how We will deal with such a complaint.

You can obtain a copy at the [HDI Global Specialty Website](#) and the [AGILE Website](#) or by contacting Us.

We will only collect personal information from or about You for the purposes of assessing Your application for insurance and administering Your insurance Policy, including any claims You make or claims made against You. You are required to disclose personal information to Us (We refer to Your duty of take reasonable care not to make a misrepresentation) if You wish to proceed with this contract. If You choose not to provide Us with some of the details or all of Your personal information, this may affect Our ability to provide the cover, administer the insurance or assess a claim.

We may need to disclose personal information to other entities within Our group, reinsurers, insurance intermediaries, insurance reference bureaux, credit reference agencies, Our advisers, Our agents, Our administrators and those involved in the claims handling process (including assessors, investigators and others), some of who may be located overseas mainly in the United Kingdom and the European Union, for the purpose of assisting Us and them in providing relevant services and products, or the purpose of recovery or litigation. If We disclose information to someone overseas, We will ensure that they are subject to laws with equivalent protection as the Privacy Act 1988 or that they agree to hold and deal with Your personal information in a manner that affords You similar protection.

We may disclose personal information to people listed as co-insured on the Policy and to Immediate Family Members or agents authorized by You (such as Your broker). Disclosures may also be made to government, law enforcement, dispute resolution, statutory or regulatory bodies, or as required by law. We will request Your consent to any other purpose where the consent is required by law.

By providing Your personal information to Us, You consent to Us collecting and using Your personal information as outlined above and in Our Privacy Statement found in the Financial Services Guide. This consent to the collection, use and disclosure of Your personal information remains valid until You alter or revoke it by giving Us written notice. You also have the opportunity to find out what personal information We hold about You and, when necessary, correct any errors in this information.

If You believe that We have interfered with Your privacy in Our handling of Your personal information You may lodge a complaint by contacting Us. We will attempt to resolve Your complaint in accordance with Our Privacy Complaints Handling Procedure.

9. COMPLAINTS AND DISPUTE RESOLUTION PROCESS

We are dedicated to providing Our customers with a high standard of service and We want to ensure We maintain these standards at all times. If You feel that We have not offered You a first-class service, contact Us and tell Us and We will do Our best to resolve the problem.

You are entitled to make a complaint about any aspect of Your relationship with Us including the conduct of Our agents and authorised representatives. We will attempt in good faith to resolve any complaint/dispute in a fair, transparent, and timely manner.

We aim to comply with any relevant Australian Securities and Investments Commission (“ASIC”) guidelines.

If You have any questions or concerns about the Policy or the handling of a claim You should, in the first instance, refer Your complaint or dispute to AGILE.

You can contact AGILE at:

Head Office:	Level 5, 63 York St, SYDNEY NSW 2000 AUSTRALIA
Postal Address:	Level 5, 63 York St, SYDNEY NSW 2000 AUSTRALIA
Telephone:	1300 705 031
E-mail:	service@agileunderwriting.com
Website:	www.agileunderwriting.com

If We do not make a decision within the period that We tell You We will respond, We will tell You about Your right to lodge a complaint with an external dispute resolution scheme. If You are not happy with Our response, You can refer Your complaint to the Australian Financial Complaints Authority (“AFCA”) subject to its rules. AFCA provides a free and independent dispute resolution service for consumers who have general insurance disputes falling within its rules. You can contact AFCA at:

Phone:	1800 931 678
Email:	info@afca.org.au
Website:	www.afca.org.au
Mail:	Australian Financial Complaints Authority GPO Box 3 Melbourne VIC 3001

If You require further information, You can access Our Complaints and Dispute Resolution Process at the [AGILE’s website](#). Other than as set out above, all other Policy terms, conditions, limits and exclusions remain unchanged.

General Insurance Code of Practice

The Insurer is a signatory to the General Insurance Code of Practice (“Code”). The Code outlines the standards that insurers need to deliver. It lets You know what You should expect from Your insurance company.

Introduced by the Insurance Council of Australia, the Code sets out the standards that general insurers must meet when providing services to their customers. It also sets out timeframes for general insurers to respond to claims, complaints and requests for information from customers.

The objectives of the Code are:

1. to commit Us to high standards of service;
2. to promote better, more informed relations between Us and you;

3. to maintain and promote trust and confidence in the general insurance industry;
4. to provide fair and effective mechanisms for the resolution of complaints and disputes You make about Us; and
5. to promote continuous improvement of the general insurance industry through education and training.

The Code Governance Committee (“CGC”) is an independent body that monitors and enforces insurers’ compliance with the Code as well as identifying areas for improvement of insurance practices and helping the general insurance industry understand and comply with the Code. Anyone can report alleged breaches of the Code to the CGC at any time.

Further information about the Code or the CGC and Your rights under it is available at <https://insurancecouncil.com.au/cop/>

10. SELECTING YOUR COVER

Eligibility - Who can purchase Dream Wedding Insurance

This Policy is available to Australian Residents, and can be purchased no sooner than thirty (30) days and no more than three hundred sixty-five (365) days prior to the date of the Wedding Event which is taking place within Australia or outside Australia (as stated in the Territorial Limits) and for a duration not exceeding three (3) consecutive days.

This Policy can be purchased by the Wedding Partners or any other person with an interest in the Wedding Event such as parents, guardians or friends of the Wedding Partners.

This Policy covers the Wedding Event that takes place within the Territorial Limits.

When purchasing this Policy, the coverage options are:

1. Domestic coverage for a Wedding Event in Australia only; or
2. International coverage for a Wedding Event taking place outside Australia.

The covered destination will be stated in the Territorial Limits section on the Schedule and the Schedule will also tell You which coverage option You have taken out. If anything on the Schedule is incorrect, please let Us know.

Please refer to Our Target Market Determination statement that will help You determine if the product is right for You. It can be viewed through this link: <https://help.agileunderwriting.com/hc/en-us/categories/4407392326553-Target-Market-Determinations>

Period of Insurance

The Policy shall commence on the Date of Issue and shall end at the date and time shown on the Schedule unless it is cancelled earlier in accordance with the terms of Your Policy or the applicable law. This is a single event Policy and as such, this Policy is not renewable. Not all cover commences on the Date of Issue. A Waiting Period may apply to cover and the details are included in the Policy.

Key Features and Benefits

The purpose of this product is to cover for the reimbursement cost of the expenses associated with the Wedding Event under certain circumstances set out in the Policy and subject to the terms, conditions and exclusions of the Policy. This Policy will also pay You on behalf of any other person who has made a proven financial contribution to the costs related to the Wedding Event for a financial loss suffered by them that is otherwise insured by this Policy (e.g. the Wedding Partners).

Some of the significant benefits are listed below. For full details of the benefits and limits of the Policy please read the documents that make up the Policy, including Policy Wording and Schedule.

COVERAGE SECTION	SUMMARY OF COVER (See relevant Section for details, limits, and specific conditions and exclusions that apply)
Section one Wedding Event Cancellation or Postponement	If it is necessary to Cancel or Postpone the Wedding Event We will reimburse, up to the amount shown in Your Schedule, for any non-refundable expenses and charges incurred but not used as a direct result of the Cancellation or Postponement of the Wedding Event caused by certain covered events. Coverage includes Cancellation by the Venue, Injury or Sickness to the bride, groom or an Immediate Family Member, Adverse Weather or Natural Catastrophe and more.
Section Two Rescheduling of the Wedding Event	In the event of a covered Cancellation or Postponement under Section One, We will reimburse, up to the amount shown in the Schedule, for reasonable Additional Costs incurred to Reschedule the Wedding Event within 90 days from the commencement of the Wedding Period.
Section Three Wedding Attire	If the Wedding Partners' Wedding Attire is lost or damaged then We will reimburse, up to the amount shown in the Schedule, for the cost to either repair or replace the Wedding Attire.
Section Four Wedding Rings	If within seven (7) days prior or at the Wedding Event the Wedding Rings are lost or damaged We will reimburse, up to the amount stated in the Schedule, for the cost to either repair or replace the Wedding Rings.
Section Five Wedding Gifts	If within seven (7) days prior or at the Wedding Event the Wedding Gifts are lost or damaged We will reimburse, up to the amounts outlined in the Schedule, for the cost to either repair or replace the Wedding Gifts. The maximum amount payable for Wedding Gifts is \$500 per item. The maximum amount payable in total for Money is \$500 in aggregate.
Section Six Wedding Supplier Failure	<p>If the Wedding Supplier fails to meet written, signed and contracted obligations to You or the Wedding Partners for the Wedding Event due to the Wedding Supplier's bankruptcy, receivership, liquidation or administration, We will pay You up to the amount stated in the Schedule for non-refundable deposits and Additional Wedding Supplier Costs.</p> <p>There is no cover under this section if the Wedding Supplier experiences any Insolvency Event within 30 days after the Date of Issue.</p>
Section Seven	If a vehicle hire firm fails to meet written, signed and contracted obligations

Transport	for Wedding Cars and Transport due to Non-Appearance, or due to breakdown or accident, We will pay up to the limit amount stated in the Schedule for non-refundable deposits and Additional Transport Costs.
Section Eight Hired Equipment	If Hired Equipment, including marquees, tents, gazebos, portable flooring, chairs, tables, furniture or lighting equipment, is accidentally damaged whilst in Your or the Wedding Partners' care, custody and control, We will reimburse, up to the amount stated in the Schedule, for the cost to repair or replace the accidentally damaged Hired Equipment. Hire Equipment does not include audio and visual equipment.
Section Nine Personal Liability (not available for International coverage)	We will cover, up the limit amount in the Schedule, in respect of Your or the Wedding Partners' legal liability arising from accidental injury to third parties or accidental loss of or damage to third party property during the Wedding Period. We will also pay for legal costs and expenses in defending any claim in respect to such injury, loss or damage.

The maximum amount We pay under each section is included in the Schedule. The amounts stated in the Schedule are in Australian dollars and apply in the aggregate for this Policy (they do not apply per person).

12. APPLYING FOR COVER

When You apply for the Policy by completing Our application, please carefully read the Financial Services Guide ("FSG"), Target Market Determination ("TMD") and any documents that make up the Policy prior to completing the application. We will confirm Your cover and forward a Schedule to You, which sets out the terms and conditions of Our insurance with You.

If You require any further information about the Policy or require confirmation of a transaction (including but not limited to the issue of the Policy, variation of the Policy or claims made under the Policy), please email admin@dreamweddinginsurance.com

13. HOW TO MAKE A CLAIM

We have appointed Corporate Services Network ("CSN"), a third party, to manage claims on Our behalf.

You or the person who suffered loss covered under this Policy ("Claimant") must notify CSN as soon as practicable but in any event no later than within thirty (30) days of an event that is likely to give rise to a claim. A failure to furnish Us with notice within the time provided in the Policy will not invalidate any claim but We may reduce Our liability under the Policy to the extent to which We have suffered any prejudice due to such failure. The Claimant must also apply for any available refund.

We require the Claimant to fully complete and return the claim form, available at dreamweddinginsurance.com/claim, to CSN together with such other information and documentation that We require in order for Us to consider the claim.

This information can include:

- a Medical Practitioner's certificate or report for injury or sickness claims;
- an official notice from the transport service provider in the event of delay, cancellation, mechanical breakdown or accident;
- for the breakdown of a vehicle, a vehicle recovery service (AA, RAC or equivalent) report, copy of garage repair bill or parts receipt or in the case of a motor claim, confirmation from the vehicle motor insurers, vehicle repairers or police;
- any additional evidence that is reasonably necessary to assess your claim that We ask for.
- a copy of the original purchase invoice to validate all claims expenses the Claimant wishes to recover, please ensure that the original purchase tax invoice is stored in a safe place with the Policy documents.

CSN can be contacted at:

Email: HGS_DWI_Claims@hdi-specialty.com
Phone: 1300 243 623
Address: Tower 1, Level 33, 100 Barangaroo Avenue, Sydney, NSW, 2000

14. CANCELLATION

Cancellation by You

You may cancel this Policy at any time by giving Us written notice. If You cancel Your Policy after the expiry of the cooling off period We will refund unused portion of the premium less any statutory fees and charges We cannot recover, to You.

Cancellation by Us

We may cancel this Policy if You:

- made a misrepresentation to Us before entering into this Policy.
- fail to comply with the duty to take reasonable care not to make a misrepresentation or the duty of utmost good faith.
- fail to comply with a provision or condition of the Policy.
- make a fraudulent claim under this or any other insurance policy.

If We cancel this Policy, We will give a minimum 3 business days written notice to You personally or by email to Your last known address. You will be entitled to a refund for the remaining Period of Insurance less any statutory fees and charges We cannot recover. If a claim is made and We pay the claim, there will be no refund of the premium.

15. UPDATING THIS PDS

From time to time and where permitted by law, We may change parts of the PDS. We will issue You with a new PDS or a Supplementary PDS or other compliant document to update the relevant information except in limited cases. We may provide these documents to You electronically.

Any updates which are not materially adverse to You from the view of a reasonable person deciding whether to buy this insurance may be found on the Dream Wedding Insurance website at www.dreamweddinginsurance.com.

A paper copy of any updated information is available to You at no cost by contacting Dream Wedding Insurance.

16. FINANCIAL CLAIMS SCHEME

If the Insurer becomes insolvent, a person entitled to claim under this Policy may be eligible for payment under the Australian Government's Financial Claims Scheme ("FCS"). Access to the FCS is subject to eligibility criteria. Further information about the FCS can be found at <https://www.fcs.gov.au>.

PART B – POLICY WORDING

COVERAGE SECTION

Section 1: Wedding Event Cancellation and Postponement

We will cover up to the amount shown in the Schedule, for any non-refundable expenses and charges incurred for any Wedding Supplier not used as a direct result of the reasonable, necessary and unavoidable Cancellation or Postponement by the Wedding Partners of the Wedding Event caused by any of the following reasons:

1. The booked Venue for the Wedding Event being unable to hold the Wedding Event due to:
 - a. an outbreak of an infectious disease at the booked Venue, provided that:
 - i. the outbreak is not a pandemic, epidemic or of a listed human disease specified under the *Biosecurity Act 2015* (Cth), any subsequent amendments(s) thereto or similar, equivalent or replacement legislation; and
 - ii. the closure of the Venue is for the purposes of adhering to governmental public health, hygiene and safety guidelines and standards;
 - b. sudden and severe physical damage to the booked Venue which renders it unsafe to use;
 - c. murder or suicide at the booked Venue within forty-eight (48) hours prior to the Wedding Period; or
 - d. closure of the booked Venue by a Relevant Authority except where the closure arises from a government act, regulation or change of law which is enforced nationally or regionally;
2. The booked Venue for the Wedding Event being unable to guarantee that it will be able to hold the Wedding Event because it has gone into administration, liquidation, receivership, scheme of arrangement or court process;
3. Injury or Sickness which results in the Wedding Partners or an Immediate Family Member being unable to attend the Wedding Event due to their treating Medical Practitioner advising them not to attend the Wedding Event;
4. Accidental Death of the Wedding Partners or an Immediate Family Member within the thirty (30) days prior to the commencement of the Wedding Period.
5. the unforeseen posting as a serving member of the Australian armed forces for unavoidable and necessary duty of one or both of the Wedding Partners; or
6. the inability of the Wedding Partners or that of the Wedding Partners' parents or step-parents (including guardians or foster parents) and the Attendants or at least fifty percent (50%) of the guests to reach the booked Venue due to Adverse Weather conditions or Natural Catastrophe.

Section 2: Rescheduling of Wedding Event

In the event of a covered Cancellation or Postponement in Section 1, We will cover up to the amount shown in the Schedule, for the Wedding Event to be Rescheduled within ninety (90) days from the commencement of the original Wedding Period. We will reimburse for reasonable Additional Costs incurred due to the rearrangement of the Wedding Event and/or Wedding Services to be contracted for a Wedding Event to a comparable standard that was previously arranged.

Section 1 and Section 2: Exclusions

In addition to the General Exclusions set out on pages 27 to 27, We will not pay for any claims arising directly or indirectly from:

1. Cancellation or Postponement following a voluntary decision by the Wedding Partners not to proceed with or take part in the Wedding Event, including, without limitation, such voluntary decision resulting from a change of heart or disinclination to marry;
2. Prohibition of the Wedding Event by local government regulation or Act of Parliament in existence as of the Date of Issue as shown in the Schedule except where covered under Section 1 clause 1(a) or (b);
3. The failure to provide timely notice to a contracted Wedding Supplier in order to diminish or avoid a loss after it was necessary to Cancel or Postpone the Wedding Event;
4. Non-appearance of any Wedding Event guests, including Attendants and/or Immediate Family Members except for reasons in which are covered by this Policy;
5. Adverse Weather or Natural Catastrophe where there were warnings of Adverse Weather or Natural Catastrophe in the public domain at the time of purchasing this Policy;
6. Strike or Industrial Action;
7. Unemployment or any wedding plans not honoured by the employer of the Wedding Partners except where covered under Section 1 clause 5;
8. Your or the Wedding Partners' financial circumstances;
9. Additional Costs of which We have not been notified and agreed to in writing in advance of the rearranged Wedding Event. Our agreement will not be unreasonably withheld;
10. Any work being carried out by builders or other contractors 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, whichever is the later, and a reasonable person in Your or the Wedding Partners' position would not have expected the work to cause the Venue or its facilities to be unusable during the Wedding Period
11. In respect of or consequent to the death, Injury or Sickness of:
 - a. occurring or arising as a consequence of self-inflicted injuries, mental illness, or influence of alcohol or drugs (other than drugs taken in accordance with the treatment prescribed and

directed by a qualified Medical Practitioner except drugs taken for the treatment of drug addiction);

- b. due to any Pre-Existing Medical Condition(s) known to You, the Wedding Partners or an Immediate Family Member at the Date of Issue of the Policy;
- c. caused or contributed to by pregnancy or childbirth;
- d. resulting from any criminal or illegal acts committed by or in connection with You or the Wedding Partners, provided this exclusion does not apply if You or the Wedding Partners are the victim of the act and were not involved in perpetrating or otherwise soliciting the act;
- e. the Wedding Partners or their Immediate Family Members if they have contracted for, arranged, or commenced the Wedding Event against the advice of any Medical Practitioner; or
- f. sexually transmitted diseases/infection or Acquired Immune Deficiency Syndrome (AIDS) disease or Human Immunodeficiency Virus (HIV) infection.

Conditions applicable to Section 1 and Section 2

1. all reasonable efforts must be used to make alternative arrangements to ensure the Wedding Event takes place as scheduled.
2. Our prior consent must be obtained before incurring Additional Costs, Our consent will not be unreasonably withheld.
3. all involved Wedding Suppliers must be notified as soon as reasonably possible of the necessary Cancellation, Postponement or Rescheduling of the Wedding Event.
4. If We pay any benefit under Section 1 or 2, there will be no further cover or payment under Section 1 and 2 (regardless of whether the amount paid was less than the limits stated in the Schedule against Section 1 or 2). Cover under other sections will continue to be provided.

Further, if cover under Section 1 or 2 for the Rescheduled Wedding Event is required, a new Policy must be purchased to receive cover for the Rescheduled Wedding Event. If a new Policy is purchased and the original Policy is cancelled, there will be no refund of the pro rata premium under the cancelled original Policy after the payment under Section 1 or 2 for the original Wedding Event.

Section 3: Wedding Attire

We will cover, up to the amount shown in the Schedule for:

1. Loss or damage to Wedding Attire occurring prior the Wedding Event. We will pay:
 - 1.1. in the event of lost or stolen Wedding Attire, the cost to replace the Wedding Attire with a replacement of equal value; or
 - 1.2. in the event of damaged Wedding Attire, repair costs not exceeding the original cost of the Wedding Attire; or

- 1.3. if replacement or repair is not possible in time for the Wedding Event, or it is not economical to repair the Wedding Attire, the cost of any necessary Wedding Attire rental charges.
2. Loss or damage to Wedding Attire during the Wedding Event. We will pay:
 - 2.1. the cost to repair the Wedding Attire; or
 - 2.2. if it is not possible or economical to repair the Wedding Attire, the reasonable market value of lost or damaged Wedding Attire immediately prior to the loss or damage (taking into account the variance in value between new and used attire) subject to a maximum payment of fifty percent (50%) of the original purchase price.

Section 3: Exclusions

In addition to the General Exclusions set out on pages 27 to 27, We will not pay for any claims arising directly or indirectly from:

1. Theft or attempted theft of Wedding Attire that is not reported to the police as soon as reasonably practicable after the discovery of the loss;
2. Loss or damage by theft or attempted theft of any Wedding Attire left in any unattended vehicle unless the vehicle is fully locked and secured and where forcible and visible entry into the vehicle is made;
3. Damage arising from alterations, wear and tear, moth or vermin;
4. Damage arising from atmospheric or climatic conditions (other than during the Wedding Event);
5. For Wedding Attire not purchased as new, loss or damage caused by any process or cleaning, restoration or repair; or
6. Loss or damage to Wedding Attire not in possession of the Wedding Partners or an Attendant.

Section 4: Wedding Rings

We will cover, up to the amount shown in the Schedule for:

1. Loss or damage to Wedding Rings occurring during the Wedding Event or the seven (7) day period immediately preceding the Wedding Event and whilst in possession of the Wedding Partners, an Attendant or Immediate Family Member.
2. Provided that We accept the claim as detailed in 1. above, We will pay the cost of repair or, if it is not possible or economical to repair, replace the lost or damaged Wedding Ring(s) without deduction for depreciation.

Section 4: Exclusions

In addition to the General Exclusions set out on pages 27 to 27, We will not pay for any claims arising directly or indirectly from:

1. Theft or attempted theft of any Weddings Rings that is not reported to the police as soon as practicable after discovery of the loss;
2. Loss or damage by theft or attempted theft of any Wedding Rings left in any unattended vehicle unless the vehicle is fully locked and secured and where forcible and visible entry into the vehicle is made; or
3. Damage arising from wear and tear, deterioration, confiscation, detention or any process of cleaning, restoration, alteration or repair;
4. Damage arising from atmospheric or climatic conditions (other than during the Wedding Event); or
5. Loss or damage to Wedding Rings not in possession of the Wedding Partners, an Attendant or Immediate Family Member.

Section 5: Wedding Gifts

We will cover up to the amount shown in the Schedule for:

1. Direct physical loss or damage to Wedding Gifts that results during the time period seven (7) days before the Wedding Event, while at the Wedding Partners' home, at the Wedding Event or in transit between any of these locations.
2. Provided that We accept the claim as detailed in 1. above, We will pay the cost to repair or, if it is not possible or economical to repair, the cost to replace the lost or damaged Wedding Gifts, without deduction for depreciation.
3. The maximum amount payable for Wedding Gifts is \$500 per item, and for all items in total up to the amount shown in the Schedule. The maximum amount payable in total for Money is \$500 in aggregate.

Section 5: Exclusions

In addition to the General Exclusions set out on pages 27 to 27, We will not pay for any claims arising directly or indirectly from:

1. Theft or attempted theft of Wedding Gifts that is not reported to the police as soon as reasonably practicable after discovery of the loss;
2. Loss or damage by theft or attempted theft of any Wedding Gifts left in any unattended vehicle unless the vehicle is fully locked and secured and where forcible and visible entry into the vehicle is made;
3. Damage arising from wear and tear, moth, vermin, deterioration, confiscation or detention; or
4. Damage arising from atmospheric or climatic conditions (other than during the Wedding Event).

Section 6: Wedding Supplier Failure

We will cover up to the amount in the Schedule, for:

1. Any non-refundable deposits paid by the Wedding Partner if the Wedding Supplier fails to meet written, signed and contracted obligations for the Wedding Event due to the Wedding Supplier's bankruptcy, receivership, liquidation or administration prior to the Wedding Event and which first occurs after the Waiting Period (note 30 day Waiting Period for cover below).
2. Provided that We accept the claim as detailed in 1. above, Additional Wedding Supplier Costs in arranging alternative equivalent Wedding Services.

Section 6: Exclusions

In addition to the General Exclusions set out on pages 27 to 27, We will not pay for any claims arising directly or indirectly from:

1. any Insolvency Event of a Wedding Supplier that first takes place in whole or in part before the commencement of the Period of Insurance or during the Waiting Period;
2. the financial failure of a Wedding Supplier where there is no written agreement in place;
3. any Additional Wedding Supplier Costs which would have been incurred had the original Wedding Supplier not ceased trading;
4. the financial failure of a professional wedding planner except for costs directly contracted by You or the Wedding Partners to them (e.g. their fee) for their services; or
5. the Wedding Supplier failing to meet written, signed and contracted obligations for the Wedding Event if the Wedding Supplier experiences any Insolvency Event during the Waiting Period.

Section 7: Wedding Cars and Transport

We will cover, up to the amount in the Schedule for non-refundable deposits and Additional Transport Costs associated with arranging alternative equivalent Wedding Cars and Transport in the event that the private hire firm, with whom the Wedding Cars and Transport arrangements for the Wedding Event have been made, fails to meet their contractual obligations due to: Non-Appearance of the private hire firm's vehicle or person, or breakdown of or accident to the vehicle.

Section 7: Exclusions

In addition to the General Exclusions set out on pages 27 to 27, We will not pay for any claims arising directly or indirectly from:

1. any sum for which an amount has already been paid under Section 1 and Section 2 of this Policy;
2. any sum for which an amount has already been paid under Section 6 of this Policy;
3. claims where there is no written agreement in place for the Wedding Cars and Transport; or
4. any Additional Transport Costs which would have been incurred had the original transport arrangements proceeded as originally planned.

Section 8: Hired Equipment

We will cover, up to the amount in the Schedule, following loss or accidental damage to Hired Equipment for which You or the Wedding Partners have accepted responsibility under a signed agreement during the period of the Wedding Event.

Section 8: Exclusions

In addition to the General Exclusions set out on pages 27 to 27, We will not pay for any claims arising directly or indirectly from:

1. damage to flooring caused by footwear;
2. damage to audio and visual entertainment equipment;
3. loss or damage caused by or resulting from theft from any unattended vehicle unless at the time of the theft its windows, doors and compartments were closed and locked and there are visible signs that the theft was the result of forced entry;
4. loss or damage caused by or resulting from theft from any unattended premises, unless such theft is consequent upon actual forcible and violent entry upon the said premises or any attempt thereat;
5. claims arising from any wilful or malicious act, act of vandalism or deliberate act by You; or
6. claims arising from erection and/or dismantling of any Hired Equipment.

Section 9: Personal Liability (applicable to Policies covering Wedding Events in Australia only – not available for Wedding Events outside Australia)

We will cover, up to the amount in the Schedule, in respect of Your or the Wedding Partners' legal liability arising from Accidental Injury to third parties or Accidental loss of or damage to third party property during the Wedding Period in Australia. We will also pay for legal costs and expenses in defending any claim in respect to such Injury, loss or damage.

This section does not provide an indemnity in respect of liabilities arising from the actions of anyone other than You or the Wedding Partners, except any persons for which You or the Wedding Partners are legally liable for, and does not include any additional liability accepted under a hiring or booking contract.

Any claim or series of claims arising from the one original cause will constitute one claim under this Policy and subject to the one limit of liability shown in the Schedule for this section.

This section does not apply if the Schedule indicates that the Wedding Event is to be held outside Australia (i.e. the International Policy).

Section 9: Exclusions

In addition to the General Exclusions set out on pages 27 to 27, We will not be liable in respect of:

1. Claims related to Wedding Events taking place outside Australia;
2. Claims related to Injury to You, the Wedding Partners or an Immediate Family Member;
3. Damage to property belonging to the Wedding Partners or their care or control, or belonging to, or in the care or control of an Immediate Family Member;
4. Claims arising from the ownership, custody or use of any aerial device, watercraft or mechanically propelled vehicle;
5. Claims related to a contract that imposes on the Wedding Partner a liability which You would not otherwise have;
6. Claims arising from conduct intended to cause bodily Injury, property damage or liability with reckless disregard for the consequences of You, or the Wedding Partner or any person acting with Your or the Wedding Partners' knowledge, consent or connivance;
7. Claims relating directly or indirectly to any sexually transmitted or transmissible disease, or infection or virus of any sort;
8. Aggravated, exemplary or punitive damages or the payment of a fine or penalty;
9. Claims relating to Wedding Suppliers' acts, errors or omissions;
10. Claims occurring on any date other than the date shown as the Wedding Event listed in the Schedule;
11. 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;
12. Any food poisoning occurrence related to the Wedding Event; or
13. Injury, loss or damage caused directly or indirectly by inflatable bounce castles, firearms, fireworks or pyrotechnic devices or effect.

Conditions Applicable to Section 9:

1. No admission, offer, promise, payment or indemnity shall be made without Our written consent.
2. We are entitled to take over and conduct the defence of any claim made against You or the Wedding Partners for damages by a third party. We have full discretion in conducting any negotiations, proceedings and the settlement of claims. We will notify You or the Wedding Partners (as applicable) if there is an opportunity to settle any action, claim or proceeding made against You. If You do not agree to settle any action, claim or proceeding, You or the Wedding Partners (as applicable) may ask Us to refer the matter to an independent senior lawyer who is to provide an opinion as to the most appropriate action in the circumstances. The senior lawyer's determination will be final and binding and the senior lawyer's costs will be borne by Us.
3. We may at any time pay to You or the Wedding Partners (as applicable), in connection with any claim or series of claims arising from the one original cause, the amount shown in the Schedule against Section 9. Personal Liability (after deduction of any amount(s) already paid as compensation) or any

lesser amount for which such claim(s) can be settled and upon such payment being made, We shall be under no further liability in connection with such claim(s), except for the payment of costs and expenses recoverable or incurred prior to the date of such payment.

GENERAL DEFINITIONS

Accident means a sudden, unexpected, unusual, specific event, which occurs fortuitously at an identifiable time and place and is unforeseen or unintended by You or the Wedding Partners. The term “Accidental” has the corresponding meaning.

Accidental Death means Injury resulting in death caused by an Accident.

Additional Costs means the difference between the original cost of Wedding Event and the cost of the rearranged Wedding Event.

Additional Transport Costs means the difference between the original cost of the Wedding Cars and Transport for the Wedding Event and the actual Wedding Cars and Transport costs incurred for the Wedding Event to replace the original arrangements.

Additional Wedding Supplier Costs means the difference between the original cost of Wedding Services and the actual costs incurred for the Wedding Services to replace the original Wedding Services.

Adverse Weather means severe weather conditions that prevent access to the Venue or which render the Venue unusable or unsafe to conduct the Wedding Event.

Attendants means the Wedding Partners’ parents, maid of honour, bridesmaids, flower girl, best man, groomsmen and ring bearer.

Australian Resident means an Australian citizen or a person who is living in Australia and is either:

- a permanent visa holder; or
- a protected Special Category Visa (SCV) holder.

Cancel, Cancellation or Cancelled means the inability to proceed with the Wedding Event prior to commencement.

Civil Commotion means civil commotion or unrest assuming the proportions of or amounting to a popular uprising, protest, riot, martial law, or the act of any lawfully constituted authority in the furtherance of maintaining public order.

Claimant means a person who makes a claim under this Policy.

Commercial Venue means a function venue that is in the business of ordinarily hosting wedding ceremonies and receptions for profit.

Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, involving access to, processing of, use of or operation of any cyber system.

Cyber Incident means:

- a. any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any cyber system; or

- b. any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any cyber system.

Cyber System means:

- a. any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by You or any other party.

Date of Issue means the date as specified on the Schedule.

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. **Hired Equipment** does not include audio and visual entertainment equipment.

Immediate Family Member means the Wedding Partners' grandparents, parents, step-parents, siblings and children.

Injury means a bodily injury resulting solely and directly from an Accident, where the bodily injury and Accident occur during the Period of Insurance. For the avoidance of doubt, the following would not be an Injury:

- a Sickness;
- a Pre-Existing Medical Condition;
- the aggravation of a condition which existed before the start of the period during which cover is provided under the Policy; or
- any degenerative or congenital condition or other condition which does not result solely and directly from an Accident.

Insolvency Event means, in respect of a person or entity, any bankruptcy or insolvency, or corporate action, legal proceeding or other step is taken for dissolution, liquidation, winding up, administration or reorganisation of the entity, or for the appointment of an administrator, receiver, administrative receiver, liquidator, custodian, trustee or similar officer (or any similar procedure or step) in relation to the entity.

Insured means the person shown as the Insured on the Schedule.

Medical Practitioner means a person legally qualified and registered to practise western medicine, surgery or dentistry who is not an Immediate Family Member or the relative of You or the Wedding Partner. Chiropractors, physiotherapists and alternative therapy providers are not regarded as a Medical Practitioners.

Money means cash, cheques, gift cards with a monetary value or money orders payable to You or the Wedding Partners and, save as to cash, have been redeemed or unable to be cancelled. Money excludes crypto currency.

Natural Catastrophe means volcanic eruption, avalanche, flood, tsunami, earthquake, landslide, hurricane, tornado, tropical cyclone, wildfire, hail storm or any other Natural Catastrophe officially declared by the Insurance Council of Australia (ICA) or by the relevant government department / agencies in the jurisdiction in which the Wedding Event occurred.

Non-Appearance means the unintended and unexpected failure of a Wedding Car and Transport service to appear or be present on the day of the Wedding Event. For the avoidance of doubt, there is no Non-

Appearance where the Wedding Car and Transport service has provided You with notice of cancellation or advanced warning that they are unable to provide services for the Wedding Event.

Period of Insurance 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) unless it is cancelled earlier in accordance with the terms of the Policy or with the applicable law. A Waiting Period applies to certain cover under this Policy.

Policy means:

1. the combined PDS and Policy Wording document;
2. the current Schedule;
3. any applicable SPDS We issue that varies it; and
4. any other documents We may issue to You and that We tell You will form part of the Policy.

Postpone or Postponement means the unavoidable deferment of the Wedding Event to another date.

Pre-Existing Medical Condition(s) means any Injury, Sickness, illness, disease, syndrome, disability or other condition, including any symptoms or side effects of these:

1. of which the You, the Wedding Partners or an Immediate Family Member is aware, or a reasonable person in the circumstance would be expected to have been aware, in the twelve (12) months prior to the Date of Issue of this Policy; or
2. for which You, the Wedding Partners or an Immediate Family Member has sought or received medical attention, undergone tests or taken prescribed medication, in the ninety (90) days prior to the Date of Issue of this Policy.

Relevant Authority means any authority that has the legal power to close the Venue due to a specific issue identified at that Venue.

Rescheduling or Rescheduled means the unavoidable Postponement of the Wedding Event to another time or the unavoidable relocation of the Wedding Event to another location.

Schedule means the a document forming part of the Policy which sets out Your and the Wedding Partners' details, the details of the Wedding Event and the coverage provided.

Sickness means an illness, sickness or disease and which occurs solely, directly and independently of any other cause or condition (including, but not limited to any Injury or Pre-Existing Medical Condition other sickness, disease, congenital or degenerative condition) which existed prior to the Period of Insurance.

Strike or Industrial Action means any form of industrial action, whether organised by a trade union or not, which is carried on with the intention of preventing, restricting or otherwise interfering with the production of goods or the provision of services.

Territorial Limits means the country or countries shown on the Schedule.

Terrorism means an unlawful act, including but not limited to the use of force or violence and/or the threat, 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.

Venue means the Commercial Venue(s) where the Wedding Event is scheduled to occur.

Waiting Period means a period of thirty (30) consecutive days from the Date of Issue shown in the Schedule. The Waiting Period will end at 00.01 AM (at the Wedding Partners' usual place of residence in Australia) on the thirty-first (31st) day after the start of the Period of Insurance.

We/Our/Us/Insurer means HDI Global Specialty SE – Australia acting through its agent(s).

Wedding Attire means the clothing (including alterations and fitting fees incurred) and head wear or shoes that You purchase, own or rent and is specifically to be worn at the Wedding Event by the Wedding Partners or the Attendants. Wedding Attire does not include watches, jewellery, or precious or semi-precious gemstones or pearls.

Wedding Cars and Transport means the car(s) or other transportation not including common carriers (for example taxis, ride-share, bus or rail services, aircraft or sea-going vessels) intended to get the Wedding Partners and/or the Immediate Family Members and/or the Attendants to the Wedding Event on the Wedding Period.

Wedding Period means the date from when the Wedding Event starts (as shown in the Schedule) to the date when the Wedding Event ends (also shown in the Schedule), which may be up to 3 consecutive days in duration.

Wedding Event as described in the Schedule and held at the Venue means the wedding reception and accompanying ceremony, if any, described and scheduled to take place on the date(s) and at the place shown in the Schedule, but does not include any other scheduled activities including without limitation showers and announcements parties.

Wedding Gifts means an item of personal property which is given to the Wedding Partners in connection with the Wedding Event.

Wedding Partners means the persons named as Partner One and Partner Two on the Schedule and, when used in this Policy, the term “Wedding Partners” means either one or both of them.

Wedding Rings means the rings to be exchanged by the Wedding Partners at the Wedding.

Wedding Services means providers of hired car or transport, catering services, wedding cake, accommodation, property and equipment rentals, Venue, Wedding Attire, wedding jewellery, flowers, professional wedding photographs and professional Wedding Videos, DJ/disco, band/musician or paid entertainment contracted by You to provide services at the Wedding Event.

Wedding Supplier means a supplier business or officiating registrar with whom You have a written contract to provide goods and/or services associated with the Wedding Event.

Wedding Video means a video of the Wedding, that a professional videographer You have contracted with has taken or will take.

You/Your /Insured means the person named as the Insured on the Schedule. This Policy will also cover pay You on behalf of any other person who has made a proven financial contribution to the Wedding Event for a financial loss suffered by them that is otherwise insured by this Policy.

GENERAL EXCLUSIONS

The following general exclusions apply to all sections of this Policy.

1. We will not pay for loss or damage caused directly or indirectly by any of the following:
 - a. any event, incident or circumstance that is known, or which ought to have been known to You or the Wedding Partners prior to the Date of Issue, which is reasonably likely to result in a claim being made under this Policy;
 - b. any material alterations or variance of Wedding Event without the prior approval of Us. Our approval will not be unreasonably withheld;
 - c. any amounts that could be recovered from any refund, guarantee, warranty or indemnity of any kind;
 - d. losses directly or indirectly as a result from alcoholism, use of intoxicating drinks or non-prescribed drugs;
 - e. if International coverage is issued, any loss that would otherwise be covered under Section 9 (Personal Liability);
 - f. pollution or threat of pollutant release;
 - g. any unlawful acts committed by You, the Wedding Partners or the Immediate Family Members whether they are insured or not;
 - h. the use, existence or escape of nuclear weapons, materials or ionizing radiation from or contamination by radioactivity from any nuclear waste from the combustion of nuclear fuel;
 - i. war, including undeclared or civil war;
 - j. warlike action by a military force, including action in hindering or defending against an actual expected attack, by any government, sovereign or other country using military personnel or other agents;
 - k. insurrection, rebellion, revolution, usurped power, or action taken by governmental authority hinder or defending against any of these;
 - l. any act of Terrorism or threat or fear thereof regardless of any other cause or event contributing concurrently or in any other sequence to the loss. This Policy also excludes loss, damage, cost or expense of whatsoever nature directly caused by, resulting from or in connection with any action

taken in controlling, preventing or suppressing or in any way relating to any act of Terrorism or threat or fear thereof;

- m. Civil Commotion;
 - n. the actual or threatened malicious use of pathogenic or poisonous nuclear, biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto;
 - o. any order for repatriation, internment, imprisonment, deportation or the refusal of permit to enter any country where the Wedding Event is to be held which is the subject of this insurance;
 - p. non-appearance of any Wedding Event guests, including the Attendants and/or Immediate Family Members except for reasons stated in this Policy;
 - q. any contractual dispute or breach of a written or verbal contract or agreement;
 - r. prohibition of the Wedding Event by local ordinance, regulation, or statute in existence as of the Date of Issue;
 - s. national, court, or religious mourning whether declared or not;
 - t. loss, damage or Additional Costs that occur after the Period of Insurance;
 - u. loss or damage caused by wilful or malicious acts including any acts of vandalism by persons invited to the Wedding Event;
 - v. loss or damage arising directly or indirectly from or in consequence of asbestos emission, release, discharge, dispersal or escape or asbestos exposure of any kind;
 - w. any loss arising from the inability to proceed with, or a disruption of, a virtual or online event that is part of the Wedding Event. This exclusion includes, but is not limited to, the failure, unavailability, or insufficiency of any audio or video communication equipment or networks used for live streaming, teleconferencing, or videoconferencing;
 - x. any loss as a result of or in connection with an outbreak of an infectious disease that is a pandemic, epidemic or a listed human disease specified under the *Biosecurity Act 2015* (Cth), any subsequent amendments(s) thereto or similar, equivalent or replacement legislation;
 - y. any Wedding Event that is longer than 3 consecutive days in duration; or
 - z. any Wedding Event taking place outside of the Territorial Limits.
2. This Policy does not cover any loss directly or indirectly arising out of, contributed to by, or resulting from any:
- a. Cyber Act or Cyber Incident or the fear or threat of any Cyber Act or Cyber Incident; or
 - b. Action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident or the fear or threat of any Cyber Act or Cyber Incident.
3. Notwithstanding any provision to the contrary, this insurance does not cover any loss directly or indirectly arising out of, contributed to by, or resulting from:

- a. Coronavirus disease (COVID-19);
- b. Severe Acute Respiratory Syndrome Coronavirus 2 (SARS-CoV-2); or
- c. any mutation or variation of COVID-19 or SARS-CoV-2; or
- d. from any fear or threat of a., b., or c. above.

GENERAL PROVISIONS

These General Provisions apply to all covers under the Policy unless expressly stated otherwise in the Policy.

Due Diligence

It is a condition of this Policy that You, the Wedding Partner or the Claimant must:

1. Take all reasonably necessary precautions to prevent or reduce the likelihood of a loss, destruction, damage, Accident, or Injury from occurring;
2. Observe and comply with the requirements of any applicable law, ordinance, court or regulatory body of the applicable jurisdiction;
3. Make all reasonably necessary arrangements for the successful fulfilment of the Wedding Event (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; and
4. Ensure that all necessary contractual arrangements for the Wedding Event 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 Event.

If You fail to comply with the conditions in this Policy We may reduce Our liability under the Policy to the extent to which We have suffered any prejudice due to such failure.

Duties in the Event of a Loss

If a loss occurs or if You, the Wedding Partners or the Claimant know of any facts which may reasonably lead to a claim under this Policy, the relevant person must do the following:

1. if a law has been broken, notify the police as soon as practicable after discovery of the loss;
2. report as soon as practicable to Us, in writing any loss of damage that may become a claim under this Policy;

3. take all reasonable precautions and actions to avoid loss, destruction, damage, accidents, liability and expenses and to minimise any claim under the Policy;
4. make all reasonable efforts to find another place to hold the Wedding Event if the original Wedding Event location is closed during the Wedding Period;
5. if You, the Wedding Partners or Immediate Family Member sustain any Injury, or if You, the Wedding Partners or an Immediate Family Member suffer a Sickness, which may cause the Wedding Event to be Cancelled, Postponed or Rescheduled, that person must seek medical advice from a qualified Medical Practitioner whose advice they shall follow. In such an event, the relevant person must permit Medical Practitioners of Our choice to examine the person if and when We reasonably require to assess the claim. We will pay the cost of such examinations.
6. agree to, if it is reasonably necessary to assess the claim:
 - a. be examined under oath or affirmation;
 - b. produce a member of the household or other person for examination under oath or affirmation to the extent that this is within You, the Wedding Partners or the Claimant's power to do so; and
 - c. keep accurate records containing all relevant information and particulars of the Wedding Event to determine loss or damage and to produce such records as We may need to verify the claim and its amount and to permit copies of such records to be made, if needed.

For policies covering a Wedding Event in Australia only:

If a claim is made or suit is brought alleging that You or the Wedding Partners may be responsible for Injury or property damage, You or the Wedding Partners must see that the following duties are performed:

1. as soon as practicable, give Us written notice. Include:
 - a. Your name and the Policy number;
 - b. the date, place and circumstances that are the subject of the claim or suit;
 - c. the name and address of anyone who might have claim against You or the Wedding Partners; and
 - d. the names and addresses of any witnesses.
2. Send Us any demand, notice or legal papers that relate to the claim or suit.
3. At Our request, cooperate with Us and assist Us in any matter concerning the claim or suit, including:
 - a. enforcing any right of recovery against any person or organisation who may be liable to You or the Wedding Partners;
 - b. attending any hearing or trial; and
 - c. collecting and giving evidence and obtaining the attendance of witnesses.

Except with our written consent, You or the Wedding Partners must not admit liability or give any representations or other undertakings binding upon Us. We are entitled to conduct all proceedings arising out of or in connection with claims in Your or the Wedding Partners' name, and to instruct solicitors of Our own choice for this purpose.

We may reduce the amount We pay under this Policy to the extent of any prejudice We suffer if You or the Wedding Partners does not comply with the above duties in full.

Currency

All amounts shown in the Policy are in Australian Dollars (AUD). If expenses are incurred in a foreign currency, then the rate of currency exchange used to calculate the amount payable in Australian dollars (AUD) will be the rate at the time of incurring the expense or suffering a loss.

Fraudulent Claims

If You or any person covered under this Policy makes a claim or arranges for another party to make a claim that is in any way false, dishonest or fraudulent, then We may refuse to pay any such claim and cancel the Policy.

No Assignment

The Policy is not assignable by You except with prior written consent from Us.

Jurisdiction and Law

Unless otherwise agreed by Us in writing, the law applicable will be New South Wales, Australia law.

Other Insurance

In the event of a claim, You, the Wedding Partners or the Claimant must advise Us as to any other insurance that covers the same risk which are insured by this Policy, or that a person is entitled to claim under or have access to.

Subrogation

Save as to the circumstances set out in Sections 65 (5) and (6) of the *Insurance Contracts Act 1984* (Cth), when We pay any amount under this Policy, the Claimant or the Claimant's legal representative agree that We shall be subrogated to all of the Claimant or the Claimant's legal representative's rights to recover against any person or entity and the Claimant or the Claimant's legal representative agree to execute and deliver any certificates, information and other documentation as We may reasonably require and do whatever else is necessary to enable Us to secure such rights.

Sanctions Limitation and Exclusion Clause

We shall not be deemed to provide cover nor be liable to pay any claim or provide any benefit under this Policy to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose Us or Our parent or affiliate or ultimate holding company to any sanction, prohibition or restriction under

United Nations resolutions, or the trade or economic sanctions, laws or regulations of Australia, the European Union, United Kingdom, United States of America or the Territorial Limit.