wedsure.

COMBINED FINANCIAL SERVICES GUIDE & PRODUCT DISCLOSURE STATEMENT

EFFECTIVE 1st September 2024

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PART A:

IMPORTANT THINGS TO KNOW

Our Contact Details

General Enquiries, Including Policy Questions, Coverage, And Policy Amendments

Phone: 1300 774 956

Email: info@nicheinsurance.com.au

Cancelling Your Policy

Phone: 1300 774 956

Email: info@nicheinsurance.com.au

Making A Claim

Phone: +61 (0)2 9287 1330

Email: niche@proclaim.com.au

Making A Complaint

Phone: 1300 774 956

Email: complaints@nicheinsurance.com.au

Family / Domestic Violence

Phone:	1300 774 956
Email:	family@nicheinsurance.com.au
Website:	View our policy here
Emergencies:	In an emergency or if **You** are not feeling safe call 000

Support For Customers Experiencing Vulnerability, Or Financial Hardship

Phone:	1300 774 956
Email:	hardship@nicheinsurance.com.au
Website:	For further information please view our vulnerability policy or our financial hardship policy.

About Niche Insurance

Wedsure.com.au is owned and managed by Niche Insurance Pty Ltd ('Niche'), ABN 85 642 823 443, AFS License No. 530784.

At Niche, **We** have over 25 years of experience in the insurance industry, across markets in the UK, Australia and New Zealand. However, we're not a giant insurance company that simply bolts on products to capture more market share. Niche is all about focusing on those unusual insurance spaces (like wedding insurance) and servicing them in a customer-centric way.

That means **You** can expect high standards when it comes to **Your** customer service and claims experience. Bottom line: we're here to help when **You** need it most.

So, if **You** want one less thing to worry about on **Your** big day, protect **Your** outlay with Wedsure.com.au

Your Duty Of Disclosure

Before **You** enter into an insurance contract, **You** have a legal duty to take reasonable care not to make any misrepresentation to **Us** under the Insurance Contracts Act 1984 (Cth).

It is essential that when **You** respond to specific questions that **We** ask, **You** respond fully, honestly and accurately (and to the best of **Your** knowledge). To assist **You** with providing **Us** with honest and accurate responses, **We** have endeavored to ensure that any questions **We** ask are clear and easy to understand.

The duty to take reasonable care not to make a misrepresentation applies any time **You** answer **Our** questions as a part of an initial insurance application, when extending or making changes to an existing insurance and when reinstating any previous contract of insurance.

We may later investigate the answers **You** provide to **Us**, for example, when a claim is made.

It is very important that **You** comply with **Your** duty, as this may impact on **Your** insurance cover. A misrepresentation is an answer or statement that is not true, only partially true, or does not fairly reflect the truth.

Please contact Niche if **You** are unclear of any question or would like a question explained to **You**.

In determining whether **You** have fulfilled **Your** duty, **We** will consider all of the relevant circumstances of a particular case.

If **We** determine that **You** have failed to fulfil **Your** duty, **We** have certain rights which depend on what **Your** insurance offer may have been had **You** not made a misrepresentation, and whether or not the misrepresentation was fraudulent. For example, **We** may:

- Treat the **Policy** as if it never existed (this does not mean that **We** will refund any premiums that **You** have already paid).
- Change the amount of cover (the level of cover may be reduced).
- Change the terms of **Your** insurance contract (certain events may be excluded from being covered).

This could mean that an insurance claim is not paid, that the amount or benefit paid may be reduced, or **Your** insurance premiums are increased.

Words With Special Meanings

Some words in this document have defined meanings. Where they appear:

'**You'** and '**Your'** mean the person(s) whose names are set out on **Your** Certificate of Insurance.

'**We'**, '**Our'** and '**Us'** means the **Insurer** who deals with **You** through Niche.

Other words in this Product Disclosure Statement (PDS) have a special meaning and also appear in **bold**. When these words are used, they have the meaning set out in the Definitions section.

Our Contract With You

This document, the **Schedule**, and any endorsement(s) attached, form the **Policy**.

The **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**.

Receiving Your Policy Documents

You will receive the **Policy** documents electronically, including but not limited to email. When sending by email, Niche 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 Niche's information system.

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

PART B:
PRODUCT DISCLOSURE STATEMENT (PDS)

This PDS Explains:

How to buy the **Policy** – click here
What the **Policy** covers – click here
How to make a claim under the **Policy** – click here

You should read and ensure that **You** understand the PDS before buying the **Policy**. **You** are responsible for ensuring that the insurance cover **You** select is suitable for **Your** needs.

Any updates to this PDS, will be available on **Our** website at: www.wedsure.com.au/policy

We will email **You** if any important changes happen while **Your Policy** is in force.

How To Buy The Policy

Before buying the **Policy**, **You** should consider:

The different levels of cover available – click here
Whether **You** are eligible for cover – click here
Changes to **Your Policy** – click here
The cost of the **Policy –** click here
The terms on cancelling **Your Policy –** click here

The Different Levels Of Cover Available

It is up to **You** to select the appropriate level of cover for **Your Wedding Event**. There are four different levels of cover available to purchase: Ruby, Emerald, Sapphire and Diamond.

You should choose the level of cover which suits **Your** wedding plans, paying special attention to the financial limits which apply to each level of cover, which are the maximum amounts that will be paid in the event of a claim.

Please refer to the table of benefits below before making a decision on which level of cover is right for **You**. **You** should contact Niche if **You** are unsure whether a particular level of cover will meet **Your** needs.

Cover Summary

SECTION		RUBY	EMERALD	SAPPHIRE	DIAMOND
1	Cancellation or Postponement	$8,000	$16,000	$35,000	$75,000
2	Rescheduling of Wedding	$3,000	$6,000	$15,000	$30,000
3	Wedding Supplier Failure	$3,000	$6,000	$15,000	$30,000
4	Wedding Cars and Transport	$1,500	$3,000	$7,500	$10,000
5	Wedding Attire	$2,000	$5,000	$10,000	$20,000
6	Wedding Rings	$2,000	$5,000	$10,000	$20,000
7	Wedding Gifts • Limit per item • Limit for Money	$2,000 $500 $500	$4,000 $500 $500	$8,000 $500 $500	$16,000 $500 $500
8	Professional Counselling	$1,000	$2,000	$5,000	$10,000
9	Accidental Damage to Hired Equipment	$1,000	$2,000	$5,000	$10,000

Whether You Are Eligible For Cover

Policies are available to **Australian Residents** only who are to marry in Australia and who are aged between 18 years old and 65 years old.

Changes To Your Policy

You must tell **Us**, as soon as reasonably possible, if there are any changes of circumstance or any changes to **Your** plans for the **Wedding Event** which may increase **Our** risk under this **Policy**. If such changes are acceptable, **We** will confirm **Our** agreement in writing and **You** may have to pay an additional premium.

If **You** don't tell **Us** about any changes as soon as reasonably possible, **We** may refuse to pay a claim or reduce the amount or benefit paid for a claim.

You can also contact Niche if **You** would like to amend **Your Policy** for any other reason, for example, to change the level of cover or to select additional cover options which may be available. Noting that such amendment may or may not be acceptable.

The Cost Of The Policy

We will tell **You** the premium payable for **Your Policy** when **You** apply for cover.

It will be based on a number of factors including **Your** wedding / ceremony destination, the level of cover **You** choose, **Your** age, and any optional extra cover **You** select.

It will also include government charges and taxes (e.g. GST).

The Terms On Cancelling Your Policy

If **You** decide that **You** do not want this **Policy**, **You** can cancel it via **Our** Contact Us details. It's important to understand that cancelling **Your Policy** means that that **You** won't be eligible for any cover, and **You** won't be able to make any claim under **Your Policy**. The following **Cancellation** terms apply depending upon the circumstances.

Up To 14 Days Cooling-Off Period

You may change **Your** mind about buying this **Policy** within fourteen (14) days of issue of the Certificate of Insurance ('cooling- off period') and **We** will provide a full refund.

We must receive **Your** request within the 14 days either in writing or by email.

Cancellation By You After 14 Days

You can cancel **Your Policy** after 14 days, and **We** will refund the amount **You** paid less the proportion of the premium for the period which **You** were **Insured** as detailed in the table below.

Days before Wedding	**% of Premium refunded**
Date of Issue to 30 days	50%
14-29 days	25%
<14 days	0%

However, no refund will be provided if **You** have made a claim, or **You** have exercised any other right under **Your Policy**.

Cancellation By Us

We may cancel this **Policy** at any time as allowed by the Insurance Contract Act 1984 (Cth) by notifying **You** in writing of the date from which **Cancellation** is to take effect. **We** may only cancel in certain circumstances, including where **You** have:

- Breached **Your** duty to take reasonable care not to make misrepresentation; or
- Breached a condition or provision of **Your Policy**; or
- Fail to comply with the duty of disclosure or the duty of utmost good faith; or
- Made a fraudulent claim under any **Policy** of insurance.

If **You** have any concerns about the **Policy** or the insurance services **You** receive, please refer to the Complaints Procedures, which **You** can view here

WHAT THE POLICY COVERS

This part of the PDS explains:

The period for which **You** are covered – click here
What the **Policy** covers & does not cover – click here
Exclusions and conditions that limit what **You** are covered for under the **Policy** – click here

THE PERIOD FOR WHICH YOU ARE COVERED

The earliest that cover under the **Policy** starts is when **We** issue **You** a Certificate of Insurance. This confirms the period for which **You** are **Insured**.

Cover for all sections starts on the date the Certificate of Insurance is issued. All cover ends 24 hours after the **Wedding Event** date shown on **Your** Certificate of Insurance.

You must purchase **Your Policy** at least 30 days before **Your Wedding Event.**

WHAT THE POLICY COVERS & DOES NOT COVER

SECTION 1:
Cancellation Or Postponement Of Wedding Event

We Will Cover

We will cover **You** up to the amount shown in the **Schedule**, for any non-refundable expenses **You** incur or for which **You** are liable for the services of any **Wedding Supplier** not used as a direct result of the reasonable, necessary and unavoidable **Cancellation** or **Postponement** by **You** or the **Wedding Event** caused by any of the following reasons:

1 The booked **Venue** for the **Wedding Event** being unable to hold **Your Wedding Event** due to:

(i) ceasing to trade due to financial failure, bankruptcy, liquidation or administration

(ii) sudden and severe physical damage to the booked **Venue** which renders it unsafe to use, caused by fire, **Adverse Weather** or **Natural Catastrophe**

(iii) murder or suicide at the booked **Venue** within forty-eight (48) hours prior to the **Wedding Date**

(iv) 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

(v) an act of **Terrorism** at the **Venue**

2 the total **Non-appearance** of any booked and paid for professional **Wedding Services** or **Wedding Supplier** which would make having or continuing with the ceremony or reception impossible

3 **Injury** or **Sickness** which results in **You** 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 the death of **You** or an **Immediate Family Member** prior to the **Wedding Date** which would make having or continuing with the **Wedding Event** impossible or inappropriate

5 **Your** unforeseen posting as a serving member of the Australian armed forces for unavoidable and necessary duty

6 **Your** inability or that of **Your** parents or step-parents (including guardians or foster parents) and the **Attendants** of at least fifty percent (50%) of the guests to reach the booked **Venue** due to:

- **Adverse Weather** conditions
- and / or **Natural Catastrophe**

7 **Your** redundancy or that of any of **Your** close relatives who have or would have made proven, significant, financial contributions on which the wedding arrangements depend, where notice is received at least 8 weeks after the date of purchase of this insurance and which qualifies for payment under redundancy legislation and where there is a clear intention to rearrange the **Wedding Event**

8 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

SECTION 2:
Rescheduling Of Wedding Event

We Will Cover

In the event of a covered **Cancellation** or **Postponement** in Section 1, **We** will cover **You** up to the amount shown in the **Schedule**, for the **Wedding Event** to be **Rescheduled** within thirty (30) days from the original **Wedding Event** date outlined in the **Schedule**.

We will reimburse **You** 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 & Section 2: We Will Not Cover

In addition to the General Exclusions set out on pages 25 to 27, **We** will not pay for any claims directly or indirectly arising out of, contributed to be, or resulting from:

1. **Cancellation** or **Postponement** following a voluntary decision by **You** 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. **Your** 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. **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.**

Section 1 & Section 2: We Will Not Cover cont.

5. Unemployment or any wedding plans not honoured by **Your** employer except where covered under Section 1 clause 5.

6. **Your** financial circumstances.

7. **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

8. 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** position would not have expected the work to cause the **Venue** or Its facilities to be unusable on the **Wedding Date**

Conditions applicable to Section 1 and Section 2:

1. **You** must use all reasonable efforts to make alternative arrangements to ensure **Your Wedding Event** takes place as scheduled.

2. **You** must obtain **Our** prior consent before incurring **Additional Costs**, **Our** consent will not be unreasonably withheld.

3. **You** must notify all involved **Wedding Suppliers** as soon as reasonably possible of the necessary **Cancellation**, **Postponement** or **Rescheduling** of **Your Wedding Event**.

Condition applicable to Section 2 only:

1. If the **Wedding Event** is **Rescheduled**, the cover purchased as stated on **Your Schedule** will expire and no premium will be returned. **You** may purchase another **Policy** to receive cover for **Your** new **Wedding Event**.

SECTION 3:
Wedding Supplier Failure

We Will Cover

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

Any non-refundable deposits paid by **You** if **Your Wedding Supplier** fails to meet written, signed and contracted obligations to **You** 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).

Additional Wedding Supplier Costs in arranging alternative equivalent **Wedding Services**.

We Will Not Cover

In addition to the General Exclusions set out on pages 25 to 27. **We** will not pay for any claims directly or indirectly arising out of, contributed to by, or result from:

1. The financial failure of a **Wedding Supplier** where there is no written agreement in place

2. Any **Additional Wedding Supplier Costs** which would have been incurred had the original **Wedding Supplier** not ceased trading

3. The financial failure of a professional wedding planner except for costs directly contracted by **You** to them (e.g. their fee) for their services

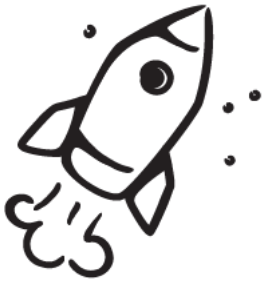
4. The **Wedding Supplier** failing to meet written, signed and contracted obligations to **You** for the **Wedding Event** if the **Wedding Supplier** experiences any **Insolvency Event** during the **Waiting Period**

SECTION 4:
Wedding Cars & Transport

We Will Cover

We will cover **You**, 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 **Your 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.



We Will Not Cover

In addition to the General Exclusions set out on pages 25 to 27. **We** will not pay for any claims directly or indirectly arising out of, contributed to by, or resulting 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**
4. Any **Additional Transport Costs** which would have been incurred had the original transport arrangements proceeded as originally planned

SECTION 5:
Wedding Attire

We Will Cover

We will cover **You**, up to the amount shown in the **Schedule**, for loss or damage to **Wedding Attire** occurring prior to the **Wedding Event**.

In the event of lost or stolen **Wedding Attire**, **We** will pay the cost to replace the **Wedding Attire** with a replacement of equal value. In the event of damaged **Wedding Attire**, **We** will pay repair costs not exceeding the original cost of the **Wedding Attire**. If replacement or repair is not possible in time for the **Wedding Event**, or it is not economical to repair the **Wedding Attire**, **We** will pay the cost of any necessary **Wedding Attire** rental charges.

In the event of damaged **Wedding Attire** during the **Wedding Event**, **We** will pay the cost to repair the **Wedding Attire** or 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.

We Will Not Cover

In addition to the General Exclusions set out on pages 25 to 27. **We** will not pay for any claims directly or indirectly arising out of, contributed to by, or resulting from:

1. Theft or attempted theft of **Wedding Attire** that is not reported to the police as soon as reasonably practicable but no later than three (3) days after **Your** 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 visible forcible 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

SECTION 6:
Wedding Rings

We Will Cover

We will cover **You**, up to the amount shown in the **Schedule**, for loss or 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 **You**, an **Attendant** or **Immediate Family Member**.

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.

We Will Not Cover

In addition to the General Exclusions set out on pages 25 to 27. **We** will not pay for any claims directly or indirectly arising out of, contributed to by, or resulting from:

1. Theft or attempted theft of any **Weddings Rings** that is not reported to the police as soon as reasonably practicable but no later than fourteen (14) days after **Your** 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 visible forcible entry into the vehicle is made

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**)

5. Loss or damage to **Wedding Rings** not in possession of **You**, an **Attendant** or **Immediate Family Member**

SECTION 7:
Wedding Gifts

We Will Cover

We will cover **You** up to the amount shown in the **Schedule**, for direct physical loss or damage to **Wedding Gifts** that results during the time period seven (7) days before the **Wedding Event**, while at **Your** home, at the **Wedding Event** or in transit between any of these locations.

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.

We Will Not Cover

In addition to the General Exclusions set out on pages 25 to 27. **We** will not pay for any claims directly or indirectly arising out of, contributed to by, or resulting from:

1. Theft or attempted theft of **Wedding Gifts** that is not reported to the police as soon as reasonably practicable but no later than fourteen (14) days after **Your** 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 visible forcible entry into the vehicle is made

3. Damage arising from wear and tear, moth, vermin, deterioration, confiscation or detention

4. Damage arising from atmospheric or climatic conditions (other than during the **Wedding Event**)

SECTION 8:
Professional Counselling

We Will Cover

We will cover **You**, up to the amount in the **Schedule**, for the expenses **You** necessarily incur for professional counselling* as a result of emotional distress in the event of a covered **Cancellation** or **Postponement** in Section 1.

*Psychologist or psychiatrist services are excluded.

We Will Not Cover

In addition to the General Exclusions set out on pages 25 to 27. **We** will not pay for any claims directly or indirectly arising out of, contributed to by, or resulting from:

1. The cost of professional counselling for more than 180 days from the date the **Wedding Event** is **Cancelled** or **Postponed**

2. The cost of professional counselling unless the **Cancellation** or **Postponement** of the **Wedding Event** is covered by this **Policy**

3. Psychologist or psychiatrist services

SECTION 9:
Accidental Damage to Hired Equipment

We Will Cover

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

We Will Not Cover

In addition to the General Exclusions set out on pages 25 to 27. **We** will not pay for any claims directly or indirectly arising out of, contributed to by, or resulting 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 visible forcible entry
4. loss or damage caused by or resulting from theft from any unattended premises, unless such theft is consequent upon actual visible forcible entry upon the said premises or any attempt thereat
5. any wilful or malicious act, act of vandalism or deliberate act by **You**
6. claims arising from erection and/or dismantling of any **Hired Equipment**

OPTIONAL POLICY ADD-ON

Optional Covid-19 Extension

This section applies only where the appropriate additional premium has been paid, as shown on **Your** Certificate of Insurance. **You** are covered up to the amount shown in the table of benefits below.

SECTION	COVER	RUBY	EMERALD	SAPPHIRE	DIAMOND
10	Rescheduling Your Wedding Due to a COVID Lockdown	$3,000	$5,000	$8,000	$10,000
11	Rescheduling Your Wedding Due to COVID Sickness	$3,000	$5,000	$8,000	$10,000
12	Cancelling Your Wedding Due to a COVID Death	$3,000	$5,000	$8,000	$10,000

SECTION 10:
Rescheduling Your Wedding Due To A Lockdown, Due To COVID

We will cover **You**, up to the amount shown in the table of benefits on this page, if **Your** wedding needs to be **Rescheduled** due to a **State Lockdown Order** and / or **National Lockdown Order** due to COVID.

SECTION 11:
Rescheduling Your Wedding Due To COVID Sickness

We will cover **You,** up to the amount shown in the table of benefits above, for **Cancellation** due to the illness of one of the **Marrying Couple** or a **Relative** due to contracting **Coronavirus** within 14 days of the **Wedding Date** which would make the continuance of the **Wedding** inappropriate.

We will cover **You** in the event of **Cancellation** of the **Wedding**, **Wedding reception** or services for up to the amount shown in the table of benefits above, for reimbursement for **Additional costs** necessarily incurred in rearranging the **Wedding** and/or **Wedding reception** and/or **Wedding Services** to a similar standard to the amount already budgeted.

In respect of rearrangement, all **Additional costs** and expenses must be notified to the claims handlers and agreed by them in advance of the rearranged **Wedding**.

Condition

You must provide a positive official test result from a recognised testing authority confirming the diagnosis of **Coronavirus** of either of the **Marrying Couple** or **Relative**.

We will reimburse the cost of an official test result from a recognised testing authority subject to a valid claim.

If **You** do not comply with this condition **We** may refuse **Your** claim.

SECTION 12:
Cancelling Your Wedding Due To COVID Death

We will cover **You**, up to the amount shown in the table of benefits above, for **Cancellation** due to the death of one of the **Marrying Couple** or a **Relative** due to contracting **Coronavirus** within 30 days of the **Wedding Date** which would make the continuance of the **Wedding** inappropriate.

Condition

We will require the original death certificate confirming COVID as the cause of death.

HOW TO MAKE A CLAIM

We have appointed Proclaim Management Solutions Pty Ltd, ACN 087 666 484, AFSL 530885 (Proclaim), a third party, to manage claims on **Our** behalf.

You must notify Proclaim as soon as practicable but no later than 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. **You** must also apply for any available refund.

If **You** need to make a claim under **Your Policy** then please download and complete a claim form and email this to niche@proclaim.com.au together with any supporting evidence and documentation. If **You** need any help or assistance with a new or existing claim then please contact Proclaim who will be happy to help.

Depending on the type of claim, **You** may be required to provide Proclaim with further information. This can include the following:

- purchase receipts and invoices
- copies of contracts or agreements with **Your** suppliers
- credit card or bank statements
- 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
- for 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. **You** will need a copy of **Your** original purchase invoice to validate all claims expenses **You** wish to recover.

Once **You** have returned all the information requested, the experienced Proclaim's handlers will assess and validate **Your** claim. **We** will notify **You** as soon as possible and will process the claim accordingly.

If **You** have any questions throughout the claim process, then please contact **Us**. **We** are here to help.

Proclaim can be contacted at:

Email: niche@proclaim.com.au
Phone: +61 (0)2 9287 1330

Exclusions And Conditions That Limit What You Are Covered For Under The Policy

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

We will not pay for any claims directly or indirectly arising out of, contributed to by, or resulting from:

1. any event, incident or circumstance that is known, or which ought to have been known to **You** prior to the **Date of Issue**, which is reasonably likely to result in **You** making a claim under this **Policy**

2. any material alterations or variance of **Wedding Event** without the prior approval of **Us**. **Our** approval will not be unreasonably withheld

3. any amounts that **You** could recover from any refund, guarantee, warranty or indemnity of any kind, from **Your Wedding Supplier**

4. alcoholism, use of intoxicating drinks or non- prescribed drugs

5. pollution or threat of pollutant release

6. any unlawful acts committed by **You** or **Your Immediate Family Members** whether they are **Insured** or not

7. 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

8. actual or threatened war, invasion, act of foreign enemies, hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection, military or usurped power

9. insurrection, rebellion, revolution, usurped power, or action taken by governmental authority hinder or defending against any of these

10. 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. Or any action taken in controlling, preventing or suppressing or in any way relating to any act of **Terrorism** or threat or fear thereof

11. any **Civil Commotion** or the fear or threat (whether actual or perceived of any **Civil Commotion**. Any action taken in controlling, preventing, suppressing or in any way relating to any **Civil Commotion** or fear

12. Nuclear reaction, nuclear explosion, nuclear radiation or radioactive contamination, however such reaction, explosion or contamination may have been caused

13. the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing, concurrently or in any other sequence

14. 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

15. **Non-Appearance** of any **Wedding Event** guests, including **Your Attendants** and/or **Immediate Family Members** except for reasons stated in this **Policy**

16. any contractual dispute or breach of a written or verbal contract or agreement by **You**

17. prohibition of the **Wedding Event** by local ordinance, regulation, or statute in existence as of the **Date of Issue**

18. national, court, or religious mourning whether declared or not

19. loss, damage or **Additional Costs** that occur after the **Period Of Insurance**

20. loss or damage caused by wilful or malicious acts including any acts of vandalism by persons invited to **Your Wedding Event**

21. loss or damage from asbestos emission, release, discharge, dispersal or escape or asbestos exposure of any kind

22. **Your** 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

23. 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

24. any **Cyber Act** or **Cyber Incident** or any action taken in controlling, preventing, supressing or remediating any **Cyber Act** or **Cyber Incident**

25
a) Coronavirus disease (COVID-19); or
b) Severe Acute Respiratory Syndrome Coronavirus 2 (SARS-CoV-2); or
c) any mutation or variation of SARS-CoV-2 or from

any fear or threat of a), b), or c) above except where **You** have purchased Optional Covid-19 Extension

26. Employee strikes or labour disputes

27. In respect of as a direct result of the death, **Injury** or **Sickness**:
    a) occurring or arising as a consequence of self-inflicted injuries, 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** 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
    e) **You**, or **Your Immediate Family Members** if they have contracted for, arranged, or commenced the **Wedding Event** against the advice of any **Medical Practitioner**
    f) sexually transmitted diseases/infection or Acquired Immune Deficiency Syndrome (AIDS) disease or Human Immunodeficiency Virus (HIV) infection

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** must:

1. Take all reasonably necessary precautions to prevent or reduce the likelihood of a loss, destruction, damage, **Accident**, **Injury** or **Sickness** 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

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** know of any facts which may reasonably lead to a claim under this **Policy**, **You** must do the following:

1. in the event of a theft, **You** must notify the police as soon as reasonably practicable but no later than fourteen (14) days after **Your** discovery of the loss, unless an alternative time-frame is stated in an individual section of cover in which case that time frame will apply instead.

2. report to **Us** in writing as soon as reasonably practicable but no later than fourteen (14) days after **Your** discovery of 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 on the **Wedding Date**

5. if **You** or **Immediate Family Member** sustain any **Injury**, or if **You** 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, **You** or the **Immediate Family Member** must permit **Medical Practitioners** of **Our** choice to examine **You** or the **Immediate Family Member** if and when **We** reasonably require to assess **Your** claim. **We** will pay the cost of such examinations.

6. if **You** make a claim under the **Professional Counselling** coverage, the **Insured** person making the claim must permit **Medical Practitioners** of **Our** choice to examine **You** if and when **We** reasonably require such examination to assess **Your** claim. **We** will pay the cost of such examinations.

7. agree to, if it is reasonably necessary to assess **Your** claim:

   a) be examined under oath

   b) produce a member of **Your** household or other person for examination under oath to the extent that this is within **Your** 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

If a claim is made or suit is brought alleging that **You** may be responsible for bodily **Injury** or property damage, **You** 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**

   (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**

   (b) attending any hearing or trial

   (c) collecting and giving evidence and obtaining the attendance of witnesses

Except with **Our** written consent, **You** 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** 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** do 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.

No Assignment

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

Other Insurance

In the event of a claim, **You** 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**, **You** or **Your** legal representative agree that **We** shall be subrogated to all of **Your** or **Your** legal representative's rights to recover against any person or entity and **You** or **Your** 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 & 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 or United States of America.

PART C: DEFINITIONS

The following words and phrases have the meaning specified where they are capitalised and shown in bold text throughout this **Policy** Wording.

Accident means a sudden, unexpected, unusual, specific event, which occurs at an identifiable time and place and is unforeseen or unintended by **You**.

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 **Your 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 weather conditions that render the fulfilment of the **Wedding Event** dangerous and irresponsible having consideration to life and limb of the public attending the **Wedding Event**.

Attendants means **Your** 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.

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.

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 Computer 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 Computer 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 Computer System.

Cyber System means:

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 **Your 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. This does not include audio and visual entertainment equipment.

Immediate Family Member means **Your** grandparents, parents, step-parents, siblings and children up to the age of 70 years old.

Injury means a bodily **Injury** resulting solely and directly from an **Accident**, where the **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.

Medical Practitioner means a person legally qualified and registered to practise western medicine, surgery or dentistry who is not an **Immediate Family Member** or **Your** relative. 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** and, save as to cash, have been redeemed or unable to be **Cancelled**. **Money** excludes crypto currency.

National Lockdown Order means and order by the National Government.

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).

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 provided 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**).

Policy means:

1. the combined PDS and **Policy** Wording;
2. the current **Schedule**;
3. any applicable Supplementary PDS (‘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** 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** 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 **Your 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 attachment to the **Policy** which sets out **Your** details and 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**.

State Lockdown Order means an order by the State Government.

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 locations(s) corresponding to the **Wedding Event** 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 **Your** 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 Certain Underwriters at Lloyd'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 **You** 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 **You** and/or **Your Immediate Family Members** and/or the **Attendants** to the **Wedding Event** on the **Wedding Date**.

Wedding Date 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**).

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 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 **You** in connection with the **Wedding Event**.

Wedding Rings means the rings exchanged by **You** at the Wedding.

Wedding Services means providers of transport, catering services, accommodation, **Wedding Attire**, wedding jewellery, flowers, wedding photographs and wedding videos, and entertainment contracted by **You** to provide services at the **Wedding Event**.

Wedding Supplier means a supplier with whom **You** have a written contract to provide goods and/or services associated with the **Wedding Event** (including but not limited to **Wedding Attire** and accommodation suppliers).

Wedding Video means a video of the Wedding, taken or contracted to be taken by a professional videographer.

You/Your/Insured means the person(s) named as the **Insured** in the **Schedule**.

PART D:
FINANCIAL SERVICES GUIDE

This Financial Services Guide (FSG) describes the financial service provided by Niche and is designed to assist **You** to decide whether to use these services.

It contains information about the types of financial services Niche can offer **You**, how Niche and others are remunerated in relation to those services, any potential conflict of interest Niche may have, Niche's internal and external dispute resolution procedures and how **You** can access them, arrangements Niche has in place to compensate clients for losses, and how **We** manage complaints.

ABOUT US

Who Is Your Insurer?

Your Policy is **Insured** by Arch Managing Agency Limited (the **Insurer**). In this document Arch Managing Agency Limited are referred to as the "**Insurer**", "**Us**" or "**Our**". The **Insurer** is regulated by the Australian Prudential Regulation Authority ("APRA").

Who Is Niche Insurance Pty Ltd?

Niche Insurance Pty Ltd (ABN 85 642 823 443, AFS Licence No. 530784) (Niche) is authorised to issue, vary, renew and cancel this **Policy** under a binding authority given to it by the **Insurer**. The binding authority allows Niche to enter contracts of insurance on behalf of the **Insurer**.

This means that the **Policy** issued to **You** by Niche is binding on the **Insurer** just as if the **Insurer** had issued the **Policy** itself. Niche acts as the agent for the **Insurer**, not for **You**. Niche's Australian Financial Services Licence ('AFS Licence') authorises it to provide these services.

Who Is Wedsure.com.au?

"Wedsure" is the trading name of Niche Insurance Pty Ltd (ABN 85 642 823 443, AFS Licence No. 530784), (Niche) who arranges this insurance for **You**.

The capacity in which Niche acts can be found in this Financial Services Guide, given to **You**.

Important Information About Niche's Advice

Any advice Niche 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**, Niche recommends **You** read this combined Product Disclosure Statement (PDS) and the **Policy** Wording.

If **You** have any queries in relation to this **Policy**, contact Niche in any of the following ways:

Email:	info@nicheinsurance.com.au
Website:	www.nicheinsurance.com.au
Phone:	1300 774 956

REMUNERATION & ASSOCIATIONS

The Cost Of The Policy & Paying For The Insurance

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 and sums **Insured** selected.

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

You should seek professional taxation advice for information regarding **Your** personal circumstance.

Cooling-Off Period

There is a fourteen (14) day cooling-off period. If **You** wish to cancel the **Policy**, **You** can cancel it by contacting Niche within fourteen (14) days of its **Date of Issue**.

We will refund all the premium paid less any non-refundable government charges, taxes and levies that **We** have paid.

You cannot exercise this right if **You** have made a claim under the insurance during the cooling-off period.

After the cooling-off period **You** can still cancel **Your Policy** in accordance with **Our Policy** terms.

PROFESSIONAL INDEMNITY INSURANCE

Niche has professional indemnity insurance covering errors and mistakes made in relation to **Our** insurance services.

This insurance meets the requirements of the Corporations Act 2001 (Cth) and, subject to the **Policy** wording, covers the services provided by Niche and **Our** representatives after they cease working for **Us**.

COMPLAINTS PROCEDURES

General Insurance Code of Practice

The Insurance Council of Australia Limited has developed the General Insurance Code of Practice ("the Code"), which is a voluntary self-regulatory code. The Code aims to raise the standards of practice and service in the insurance industry.

Arch Managing Agency Limited has adopted the Code on terms agreed with the Insurance Council of Australia. For further information on the Code please visit www.codeofpractice.com.au.

The Code Governance Committee (CGC) is an independent body that monitors and enforces insurers' compliance with the Code. For more information on the Code Governance Committee (CGC) go to www.insurancecode.org.au.

Complaints & Disputes

If **You** have any concerns or wish to make a complaint in relation to this **Policy**, **Our** services or **Your** insurance claim, please let **Us** know and **We** will attempt to resolve **Your** concerns in accordance with **Our** Internal Dispute Resolution procedure.

Please contact the Complaints Officer at Niche Insurance Pty Ltd, in the first instance:

Complaints officer
Niche Insurance Pty Ltd
Email: complaints@nicheinsurance.com.au
Phone: 1300 774 956

We will acknowledge receipt of **Your** complaint and do **Our** utmost to resolve the complaint to **Your** satisfaction within 10 business days.

If **We** cannot resolve **Your** complaint to **Your** satisfaction, **We** will escalate **Your** matter to Lloyd's Australia who will determine whether it will be reviewed by their office or the Lloyd's UK Complaints team. Lloyd's contact details are:

Lloyd's Australia Limited
Email: idraustralia@lloyds.com
Telephone: (02) 8298 0783
Post: Suite 1603 Level 16, 1 Macquarie Place, Sydney NSW 2000

A final decision will be provided to **You** within 30 calendar days of the date on which **You** first made the complaint unless certain exceptions apply.

You may refer **Your** complaint to the Australian Financial Complaints Authority (AFCA), if **Your** complaint is not resolved to **Your** satisfaction within 30 calendar days of the date on which **You** first made the complaint or at any time.

AFCA can be contacted as follows:

Telephone: 1800 931 678
Email: info@afca.org.au
Post: GPO Box 3 Melbourne VIC 3001
Website: www.afca.org.au

Your complaint must be referred to AFCA within 2 years of the final decision, unless AFCA considers special circumstances apply. If **Your** complaint is not eligible for consideration by AFCA, **You** may be referred to the Financial Ombudsman Service (UK) or **You** can seek independent legal advice.

You can also access any other external dispute resolution or other options that may be available to **You**.

The Underwriters accepting this Insurance agree that:

(i) if a dispute arises under this Insurance, this Insurance will be subject to Australian law and practice and the Underwriters will submit to the jurisdiction of any competent Court in the Commonwealth of Australia;

(ii) any summons notice or process to be served upon the Underwriters may be served upon:

Lloyd's Underwriters' General Representative in Australia
Suite 1603
Level 16
1 Macquarie Place
Sydney NSW 2000

who has authority to accept service on the Underwriters' behalf;

(iii) if a suit is instituted against any of the Underwriters, all Underwriters participating in this Insurance will abide by the final decision of such Court or any competent Appellate Court.

In the event of a claim arising under this Insurance, notice should be given as soon as possible to Proclaim:

Email: niche@proclaim.com.au
Phone: +61 (0)2 9287 1330

PRIVACY POLICY

For the purposes of this Privacy Collection Statement "**We**", "**Us**" and "**Our**" includes the **Insurer**, and Niche, unless specified otherwise.

We are bound by, and committed to comply with, the Privacy Act 1988 'as amended' (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 www.nicheinsurance.com.au/privacy-policy 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 (who may be located overseas, mainly in the United Kingdom and the European Union), 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), 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 'as amended'* (Cth) 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 **Your Policy** and to **Immediate Family Members**. 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.

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.

You can also view **Our** Privacy **Policy** online here.

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INSURANCE

‘Wedsure’ is a registered business name of Niche Insurance Pty Ltd (“Niche”), ABN 85 642 823 443, AFSL 530784.

Before **You** buy, please read the Product Disclosure Statement. Any information contained on this website is general advice only and has been prepared without taking into account **Your** objectives, financial situation or needs. **You** should consider these having regard to the Product Disclosure Statement (‘PDS’).

This insurance is underwritten by Arch Managing Agency Limited, “Niche’s” postal address is Level 21, 68 Pitt Street, Sydney NSW 2000, Australia.

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