

Headstone Insurance Policy

Arranged by UK Special Risks Ltd



Contents

Policy Information	2
Claims Enquiries	2
Preamble	3
General Definitions	4
General Conditions	4
Claims Conditions	5
General Exclusions	5
Cover 1– Property Damage	6
Cover 2 – Public Liability	7
Complaints Procedure	8
Financial Services Compensation Scheme (FSCS)	9

Claims - The action to be taken by the policyholder in the event of an incident which may give rise to a claim is shown on page 5

Policy Information

(not forming part of the policy)

Please read this policy carefully to ensure that it meets your requirements.

The policy consists of:

This policy document which contains: -

The general policy Preamble, Definitions, Conditions and Exclusions which incorporate definitions and terms that apply to the whole policy.

Individual covers 1 and 2 as shown in the table of contents, each setting out the terms relating to that cover.

The policy schedule: -

This shows those things that are individual to your insurance e.g. the headstone that is insured and the period of insurance

Claims Enquiries

(not forming part of the policy)

This claims service is provided by the Claims Department at Ecclesiastical Insurance Office plc

If you wish to report a new claim, the service is available 24 hours a day, 7 days a week

For enquiries about existing claims, the service is available from Monday to Friday 8.00am to 6.00pm

The claims service number is 0845 6038381

Alternatively you can write to:

Ecclesiastical Insurance Office
Beaufort House
Brunswick Road
Gloucester
GL1 1JZ.

Headstone Insurance Policy

Preamble

We (the Ecclesiastical Insurance Office plc) and you (the Insured named in the schedule) agree that:

- (1) this policy booklet the schedule (including any replacement schedule) and any endorsement shall together form the policy and be considered as one document.
- (2) You will pay the premium.
- (3) We will subject to the terms and conditions of this policy provide insurance during the period of insurance or any subsequent period for which you shall pay and we shall accept the renewal premium.
- (4) this policy shall be governed by and construed in accordance with the law of England and Wales unless you live in Scotland in which case the law of Scotland shall apply. If there is any dispute as to which law applies it will be English law.

Definitions

Each time any of the following words or phrases appear in this booklet in **bold italic** type (or in capital letters in the Schedule) they will take the specific meaning shown below. Where words or phrases are not highlighted in this manner the normal everyday meaning of the word or phrase will apply.

Company/we/our/us

means Ecclesiastical Insurance Office plc.

Damage

means physical loss destruction or damage.

Insured/You/your

means the person(s) named as the Insured in the schedule. In the event of the death of the person(s) named as the Insured in the schedule their legal personal representatives or the person accepting transfer and responsibility for ownership of the grave.

Terrorism

means an act including but not limited to the use of force or violence and/or the threat thereof 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 ethnic or similar purposes or reasons including the intention to influence any government and/or to put the public or any section of the public in fear.

General Conditions

1. Duty of Care

You must take all reasonable steps to prevent **damage** to property insured by this policy and to maintain such property in a sound condition and in good repair.

2. Other Insurances

Property Damage

If at the time of any **damage** or liability resulting in a claim under this policy there is any other insurance in force covering the same **damage** or liability **we** will only pay **our** rateable proportion of the claim.

Public Liability

If at the time of any liability resulting in a claim under this policy there is any other more specific insurance in force covering the same liability **we** shall not be liable except in respect of any additional amount beyond the amount which would have been payable under such other policy had this insurance not been in force.

3. Alteration of Risk

If after the commencement of the insurance there is any alteration of the risk whereby the risk of **damage** accident or liability is increased this policy shall be cancelled with effect from the date of such alteration unless such alteration is admitted by **us** in writing and **you** shall have complied with any special terms and/or paid any additional premium required by **us**

4. Arbitration

If any difference shall arise as to the amounts that should be paid under this policy (liability being otherwise admitted) such difference shall be resolved by arbitration in accordance with the statutory provisions in force at the time by

- (a) an arbitrator agreed to in writing by the parties or if the parties cannot agree
- (b) an arbitrator appointed by the Chartered Institute of Arbitrators following a request from either party after a 7 day written notice by one party to the other requiring an agreement. **You** must not take legal action against **us** over the dispute before the arbitrator has reached a decision

5. Cancellation

- (a) **Your** right to cancel in the cooling-off period

If after insuring with **us** and receiving the full written policy documentation including the schedule **you** subsequently change **your** mind **you** have 14 days to write to the sender confirming that **you** do not wish to continue. No charge will be made and any premium **you** have already paid will be refunded.

(b) **Your** right to cancel after the cooling-off period

If **you** do not cancel the policy within the 14-day cooling-off period mentioned above, the policy is in force and **you** are committed to pay the premium. However, **you** can still cancel the policy providing **you** give Ecclesiastical Insurance notice in writing. As long as **you** have not made a claim **you** will receive a refund of the part of **your** premium which covers the cancelled period, providing this exceeds £10. If **you** have made a claim then the full premium is due.

(c) **Our** right to cancel

In circumstances other than any alteration of the risk **we** have the right to cancel the policy by giving **you** 7 days notice in writing sent by recorded delivery to **your** last known address. If **we** cancel the policy **we** will refund the part of **your** premium which covers the cancelled period.

Claims Conditions

1. Notification

(i) If **damage** or liability occurs which may result in a claim under this policy the action **you** must take depends upon the type of claim:

Riot	tell us within seven days of discovery.
Theft, malicious damage	tell the Police immediately and tell us as soon as possible.
Public Liability	forward to us immediately upon receipt any writ, summons or other legal process issued or commenced against you and provide full details in writing as soon as is reasonably possible.
Any other claims	tell us as soon as is reasonably possible.

(ii) **You** must provide **us**, at **your** expense, with all the details and evidence which **we** ask for concerning the cause and amount of any **damage** or injury.

2. Rights and responsibilities

(i) **We** may

- (a) take and keep possession of the insured property and deal with any salvage but no property may be abandoned to **us**.
- (b) take over and deal with in **your** name the defence or settlement of any claim.
- (c) take proceedings in **your** name, but at **our** expense, to recover for **our** benefit the amount of any payment made under this policy.

(ii) **You** must

- (a) not negotiate, admit or repudiate any liability or claim without **our** written consent.
- (b) give **us** all necessary information and assistance that **we** may require.

GENERAL EXCLUSIONS

1. Radioactive contamination

We will not cover any claim or expense of any kind caused directly or indirectly by:

- (i) Ionising radiation or radioactive contamination from any nuclear fuel or nuclear waste arising from the burning of nuclear fuel.
- (ii) The radioactive, poisonous, explosive or other dangerous properties of any explosive nuclear equipment or part of that equipment.

2. War Risks

We will not cover any liability or **damage** caused by war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil unrest, revolution or military force.

3. Sonic Bangs

We will not cover any **damage** by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

4. Confiscation or detention

We will not cover any liability or **damage** as a result of confiscation or detention by order of any Government, Public, Police or Religious Authority.

Cover 1 – Property Damage

WHAT IS COVERED

We will pay for **damage** to the headstone named in the schedule by any cause not specifically excluded happening during the period of insurance.

We will at **our** option pay the cost of repair or reinstatement as new of the damaged portions of the headstone including additional costs (as detailed below) provided that the full cost of replacement as new does not exceed the sum insured, the headstone is in a good state of repair and the repair or reinstatement has been carried out.

If the headstone is not in a good state of repair or the repair or reinstatement has not been carried out **we** will pay the cost of repair or reinstatement less a deduction for wear and tear.

If the full cost of replacing the headstone as new is greater than the sum insured **we** will only pay that proportion of the loss which the sum insured bears to the full cost of replacement as new.

Additional costs mean the cost of removing debris, demolition, shoring-up or propping, complying with Local and Religious Authorities or other statutory requirements provided that notice to comply was not given prior to the **damage**.

We will not pay for fees or any other costs incurred in the preparation of a claim or secondary permit fees.

The maximum amount **we** will pay in respect of any one claim is the cost of repairing or replacing the headstone or the sum insured whichever is the less.

The sum insured will not be reduced following the payment of a claim

WHAT IS NOT COVERED

1. Smoke **damage** caused by smog, agricultural or industrial operations or any other gradually operating cause.
2. **Damage** by frost.
3. **Damage** caused by the **Insured**
4. The cost of maintenance.
5. Consequential loss of any kind.
6. **Damage** caused by faulty workmanship or design or the use of faulty materials.
7. **Damage** caused by wear and tear, atmospheric or climatic conditions (other than storm or flood), rot, fungus, insects, vermin or any gradually operating cause.
8. **Damage** caused by the process of cleaning, dyeing, repair or restoration.
9. **Damage** caused by or resulting from pollution or contamination.
10. **Damage** caused by normal settlement or shrinkage.
11. **Damage** caused by subsidence ground heave or landslip unless the headstone itself is damaged at the same time.
12. **Damage** caused by persons acting on behalf of or in connection with any political organisation.
13. **We** shall not be liable in respect of **damage** cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with **terrorism** regardless of any other contributory cause.

This insurance also excludes **damage** cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with any action taken in controlling preventing suppressing or in any way relating to **terrorism**.

If **we** allege that by reason of this exclusion any **damage** cost or expense is not covered by this policy the burden of proving the contrary shall be upon **you**.

Cover 2 – Public Liability

WHAT IS COVERED

We will insure **you** up to the limit of indemnity against **your** legal liability as owner of the headstone named in the schedule, for any one accident or series of accidents arising out of or attributable to one source or original cause.

We will provide this cover for liability arising from:

- (i) accidental bodily injury including death, disease or illness;
- (ii) or accidental damage to property.

arising from ownership of the headstone named in the schedule.

Limit of Indemnity: £2,000,000.

In addition to the limit of indemnity **we** will pay defence costs and expenses incurred with **our** prior written consent.

WHAT IS NOT COVERED

1. Liability arising from any agreement unless liability would have existed otherwise.
2. Any fines, penalties or punitive exemplary aggravated multiplied or liquidated damages.
3. Any liability arising from injury to anyone in **your** employ.
4. Any liability arising directly or indirectly from **pollution or contamination** unless the **pollution or contamination** is caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific moment in time and place during the period of insurance.

For the purposes of this exclusion

- (i) all **pollution or contamination** which arises out of one incident shall be deemed to have occurred at the time such incident takes place.
- (ii) **Pollution or Contamination** means injury or damage directly or indirectly caused by or arising out of pollution or contamination of buildings or other structures or of water land or the atmosphere.

5. Any liability arising directly or indirectly from caused by or in connection with any act of **terrorism**.

Also excluded is any liability directly or indirectly caused by resulting from or in connection with any action taken in controlling preventing suppressing or in any way relating to any act of **terrorism**.

If **we** allege that by reason of this exclusion any liability for damages costs or expenses of whatsoever nature is not covered by this policy the burden of proving the contrary shall be upon **you**.

Complaints Procedure

(not forming part of the policy)

We aim to provide a high standard of service. However, if you have any reason to complain about the advice or service you have received you should contact your Insurance Advisor or Ecclesiastical Insurance Office.

You can make your complaint in writing or verbally to the Compliance Officer or Chief Claims Manager at:

Ecclesiastical Insurance Office
Beaufort House
Brunswick Road
Gloucester
GL1 1JZ

Tel: 01452 528533
Fax: 01452 423557
E-mail: complaints@eigmail.com

- We will acknowledge all complaints within 5 working days.
- All complaints will be investigated independently at a senior level within Ecclesiastical.
- We will aim to respond formally to your complaint within 4 weeks, but we shall endeavour to report to you within 10 working days whenever possible.
- If after 4 weeks we have not completed our investigation we will write to you to tell you the progress of the investigation. We will then write to you again within 8 weeks of receiving your complaint with our response, or to inform you of the progress being made.
- If you are not satisfied with our response, or we have not completed our investigation after 8 weeks, we will inform you of your right to take the complaint to:

Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR

This complaints procedure does not affect your right to take legal proceedings.

The Financial Services Compensation Scheme (FSCS)

(not forming part of the policy)

As with all Financial Services Authority (FSA) regulated companies, should a situation arise where Ecclesiastical Insurance were unable to pay claims against it you may be entitled to compensation from the FSCS. For further information on the scheme you can visit the website at www.fscs.org.uk or write to Financial Services Compensation Scheme, 7th floor, Lloyds Chambers, 1 Portsoken Street, London E1 8BN. Tel: 020 7892 7300

The scheme was set up under the terms of the Financial Services and Markets Act 2000. They are an independent, non-profit making organisation and cover deposits, insurance and investments.

FSCS may arrange to transfer your policy to another insurer, provide a new policy or, if these actions are not possible, provide compensation. The maximum level of compensation you can receive from the Scheme for a claim against an insurance firm depends on the type of insurance policy.

For non-compulsory insurance such as property damage, the first £2,000 of the claim or unused premiums is covered in full followed by 90% of the remainder.

This contract is underwritten by:

Ecclesiastical Insurance Office plc

Our FSA register number is 113848.

Our permitted business is general insurance.

You can check this on the FSA's register by visiting the FSA's website – www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234.