

# Headstone Insurance Policy

Arranged by UK Special Risks Ltd



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# Contents

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Introduction	3
Claims enquiries	3
Definitions	4
Insuring clause	5
General exclusions	6
General conditions	8
Claims conditions	10
Cover 1– Property Damage	11
Cover 2 – Public Liability	12
General information	
- Complaints procedure	13
- The Financial Services Compensation Scheme (FSCS)	14

# Headstone Insurance Policy

## Introduction

### Policy information

The policy is divided into two sections. Your schedule will show which sections are in force and for how much you are insured.

Please read the policy and schedule carefully. If you have any queries or wish to change your cover, contact us immediately.

We will send you an updated schedule whenever the cover is changed. The most recent schedule will provide the details of your current cover. Please retain this with your policy booklet, together with any special notices we send you about the policy.

Please also retain all other schedules so you may check what cover applied on any specific date should you need to do so.

If your needs change, please tell us.

### How we will use your data

We hold data in accordance with the Data Protection Act 1998. It may be necessary for us to pass data to other organisations that supply products and services for this policy.

### Fraud prevention

We may check your details with various fraud prevention and credit reference agencies. If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information. If you make a claim, we will share your information (where necessary) with other companies to prevent fraudulent claims.

**For further information on how we use your data and fraud prevention please refer to our Privacy Policy at [www.ecclesiastical.com/privacypolicy](http://www.ecclesiastical.com/privacypolicy)**

## Claims enquiries

For new claims the services are available 24 hours a day, 7 days a week.

For enquiries about existing claims, the services are available from Monday to Friday 8am to 6pm call:

**0345 603 8381**

The action to be taken by the policyholder in the event of any incident which may give rise to a claim is shown in the Claims conditions.

# Headstone Insurance Policy

## 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.

***Act of 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 or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear.

***Company/we/our/us***

means Ecclesiastical Insurance Office plc.

***Condition precedent to liability***

means a condition of this policy where non-compliance (provided that such non-compliance is material to the loss) shall mean the claim will not be paid and any payment on account of the claim already made by **us** shall be repaid to **us**.

***Damage***

means physical loss destruction or damage.

***Geographical limits***

means England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man.

***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.

***Period of insurance***

means 60 months from the start date to the finish date shown on the schedule.

# Headstone Insurance Policy

## Insuring Clause

This policy document and the schedule including all clauses applied to the policy shall together form the policy and be considered as one document.

In consideration of payment of the premium **we** will provide insurance against loss destruction damage injury or liability (as described in and subject to the terms conditions limits and exclusions of this policy or any section of this policy) occurring or arising during the ***period of insurance***.

# Headstone Insurance Policy

## General Exclusions

This policy does not cover the following

### 1 Radioactive contamination

Loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from:

- (a) ionising radiation from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
- (b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
- (c) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
- (d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter.

Part (d) does not extend to radioactive isotopes other than nuclear fuel or nuclear waste when such isotopes are on the property insured and are being prepared stored or used in the normal course of operations by **you** for the commercial, agricultural, medical, scientific or other similar peaceful purposes for which they were intended;

- (e) any chemical, biological, bio-chemical or electromagnetic weapon.

However this exclusion does not apply to losses arising from naturally occurring radioactive gases released from the earth such as Radon.

### 2 War risks

Loss or damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

### 3 Terrorism

Any loss, damage, liability, cost, expense directly or indirectly caused by resulting from or in connection with:

- (a) contamination or the threat of contamination
  - (b) any action taken in controlling, preventing or in any way relation to contamination or the threat of contamination
- due to any **act of terrorism**.

For the purposes of this exclusion, contamination means biological, chemical or nuclear pollution, contamination or force.

If **we** allege that by reason of this exclusion any direct or indirect loss, damage or expense is not covered by this insurance the burden of proving the contrary shall be upon **you**.

# Headstone Insurance Policy

## 4 **Pollution or contamination**

**We** will not cover any claim or expense of any kind caused directly or indirectly by pollution or contamination other than caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific moment in time and place during the ***period of insurance***.

All pollution or contamination, which arises out of one incident, shall be deemed to have occurred at the time such incident takes place.

## 5 **Sonic bangs**

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

## 6 **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.

# Headstone Insurance Policy

## General Conditions

### 1. Policy voidable

**You** must ensure that a fair presentation of the risks to be insured is made to **us**. In the event of misrepresentation misdescription or nondisclosure of any material fact or circumstance **we** may void the policy and retain any premium paid where such misrepresentation misdescription or non-disclosure is deliberate or reckless. Where such misrepresentation misdescription or nondisclosure is not deliberate or reckless **we** may at **our** option

- (a) void the policy and refund to **you** any premium paid if **we** would have not entered into this policy on any terms had clear representation description and disclosure been made
- (b) proportionately reduce the amount to be paid on any claim if **we** would have entered into this policy on the same terms but for a higher premium. The reduction in claim payment will represent the percentage difference between the premium **you** have paid and the premium **we** would have charged **you** had clear representation description and disclosure been made
- (c) impose additional terms on this policy if **we** would have entered into this policy on such additional terms but at the same premium had clear representation description and disclosure been made

**We** may apply these additional terms to **your** policy with effect from inception.

### 2. Reasonable Care

It is a **condition precedent to liability** that **you** shall

- (a) take all reasonable precautions to prevent **damage** accident illness and disease
- (b) exercise reasonable care in seeing that all statutory and other obligations and regulations are observed and complied with
- (c) maintain the headstone(s) in a good state of repair

### 3. Multiple insurances

(a) Property damage section

If at the time of any claim arises under this policy there is any other insurance in force covering the same **damage** or liability **we** shall not be liable for more than **our** rateable proportion of the claim.

(b) Public liability section

If at the time of any claim arising under this policy **you** are or would but for the existence of this policy be entitled to indemnity under any other policy or policies **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 effected.

### 4. 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**.

### 5. Fraudulent claims

If a claim made by **you** or anyone acting on **your** behalf or any other person claiming to obtain benefit under this policy is fraudulent or exaggerated whether ultimately material or not, or if any **damage** is caused by **your** wilful act or with **your** connivance **we** may at **our** option

- (a) repudiate the claim
- (b) recover any payments already made by **us** in respect of the claim
- (c) cancel the policy from the date of the fraudulent act and retain the premium due for the unexpired period of insurance from the date of cancellation up to the finish date.

If **we** cancel the policy **we** will notify **you** in writing by special delivery to **your** last known address.

# Headstone Insurance Policy

## 6. Arbitration

Provided **we** have admitted liability for a claim, any dispute as to the amount to be paid shall be resolved by arbitration in accordance with the statutory provisions in force at the time by

- (a) an agreed arbitrator or if an arbitrator cannot be agreed
- (b) an arbitrator appointed by the Chartered Institute of Arbitrators following a request from either party provided they have given seven days' written notice to the other party

**You** must not take legal action against **us** over the dispute before the arbitrator has reached a decision.

## 7. 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 £25. If **you** have made a claim then the full premium is due.

- (c) **Our** right to cancel

In circumstances other those in the Policy voidable Alteration of risk Fraudulent claims and Sanctions conditions **we** may cancel the policy or any section of it by giving **you** 7 days' notice in writing sent by special delivery to **your** last known address and shall refund to **you** the proportionate premium for the unexpired period of cover.

## 8. Sanctions

**We** shall not provide any cover under this policy, or be liable to pay any claim or provide any benefit to the extent that the provision of such cover payment of such claim or provision of such benefit would expose **us** to any sanction prohibition or restriction under United Nations resolutions or the trade or economic sanctions laws or regulations of the European Union United Kingdom or United States of America.

If any such sanction prohibition or restriction takes effect during the **period of insurance you** or **we** may cancel that part of this policy which is affected with immediate effect by giving such notice in writing.

In such circumstances **we** shall return a proportionate premium for the unexpired period of cover provided no claims have been paid or are outstanding.

## 9. Assignment

**You** shall not assign any of the rights or benefits under this policy or any section of this policy without **our** prior written consent. **We** will not be bound to accept or be affected by any notice of trust charge lien or purported assignment or other dealing with or relating to this policy or any section of this policy.

## 10. Law applicable

This policy shall be governed by and construed in accordance with the law of England and Wales unless the **Insured's** habitual residence (in the case of an individual) or central administration and/or place of establishment is located in Scotland in which case the law of Scotland shall apply.

# Headstone Insurance Policy

## 11. Rights of third parties

A person or company who is not a party to this policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this policy but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

## Claims Conditions

### 1. *Your Duties*

When an incident occurs that may result in a claim it is a **condition precedent to liability** that **you** shall

- (a) take all practicable steps to recover property lost and otherwise minimise the claim
- (b) tell the Police as soon as reasonably possible if the **damage** is caused by thieves, malicious persons, vandals or as a result of riot, civil commotion, strikes or labour disturbances
- (c) tell **us** as soon as **you** become aware
- (d) within 30 days (7 days for **damage** by riot, civil commotion, strikes or labour disturbances) and give **us** at **your** expense any information **we** require and continue to provide **us** with any information and assistance **we** require before or after **we** pay **your** claim under the policy
- (e) not make or allow to be made on **your** behalf any admission, offer, promise, payment or indemnity without **our** written consent
- (f) forward to **us** every letter, claim, writ, summons and process immediately upon receipt without acknowledgement and advise **us** in writing as soon as **you** have any knowledge of any impending prosecution, inquest or inquiry in connection with that event.

### 2. *Our Rights*

**We** may

- (a) start, take over, defend and conduct any legal action in **your** name
- (b) prosecute in **your** name for **our** benefit any claim for indemnity or damages.  
**We** will have full discretion in the conduct and settlement of any such action
- (c) at any time pay to **you** the relevant limit of indemnity in the case of Public liability claims less any amount already paid or incurred as damages or any lesser amount for which at **our** discretion any claim or claims can be settled.

**We** will then relinquish control of the claim and have no further liability except for any Public liability claim (other than any claim originating from within the legal jurisdiction of the United States of America or Canada) **we** will also pay any legal costs incurred prior to the date of such payment.

# Cover 1 – Property Damage

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## WHAT IS COVERED

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**We** will pay for **damage** to the headstone specified 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 **our** liability shall not exceed

- (a) the sum insured shown in the schedule
- (b) five times the sum insured shown in the schedule in the **period of insurance**

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**, but do not include fees or any other costs incurred in the preparation of a claim or secondary permit fees.

The sum insured stated in the schedule will be automatically reinstated by the amount of any claim **we** pay provided that **we** have not given **you** notice within 30 days of **you** reporting the **damage** that **we** will not reinstate the sum insured and **you** pay such additional premium as may be required.

The sum insured shown in the schedule will be adjusted by index linking at a rate of 5% per annum. In the event of **damage** index-linking will continue from the date of **damage** until the resulting claim is settled but **we** will not pay for increased costs which arise due to unnecessary delay on **your** part.

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## WHAT IS NOT COVERED

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1. Smoke **damage** caused by smog, agricultural or industrial operations or any gradual 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 normal settlement or shrinkage.
10. **Damage** caused by subsidence ground heave or landslip unless the headstone itself is damaged at the same time.

## Cover 2 – Public Liability

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### WHAT IS COVERED

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**We** will indemnify **you** against **your** legal liability to pay damages arising out of

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

happening during the **period of insurance** within the **geographical limits** and arising from ownership of the headstone specified in the schedule.

The most **we** will pay is £2,000,000 any one occurrence or series of occurrences arising from or attributable to one source or original cause.

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

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### WHAT IS NOT COVERED

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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. Liability arising from accidental bodily injury, death, disease or illness to anyone in **your** employ.

# General information

## Complaints procedure

If you have any reason to complain about the advice or service you've received, please contact us as soon as possible. You can complain in writing or verbally at any time to:

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

Tel: **0345 777 3322**

Fax: **0345 604 4486**

Email: [complaints@ecclesiastical.com](mailto:complaints@ecclesiastical.com)

## Our promise to you

We will aim to resolve your complaint within one business day.

To resolve your complaint we will:

- Investigate your complaint diligently and impartially
- Keep you informed of the progress of the investigation
- For more complex issues, we may need a little longer to investigate and we may ask you for further information to help us reach a decision
- Respond in writing to your complaint as soon as possible

If you are not satisfied with our response, or if we have not completed our investigation within eight weeks, we will inform you of your right to take the complaint to:

The Financial Ombudsman Service  
Exchange Tower,  
London, E14 9SR.

Tel: **0800 0 234 567** or **0300 123 9123**

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Web: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

If you have bought your insurance online, you can also register your complaint on the Online Dispute Resolution website <http://ec.europa.eu/consumers/odr/> which has been set up by the European Commission.

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

## **The Financial Services Compensation Scheme (FSCS)**

The Financial Services Compensation Scheme (FSCS) is the independent body, set up by government, which gives you your money back if your authorised\* financial services provider goes bust.

The FSCS protects a range of products for both individuals and small businesses. Limits apply depending on the product you have bought. The FSCS does not charge individual consumers for using its service. The FSCS cannot help you if the firm you have done business with is still trading.

For further information on the scheme you can visit the website at: [www.fscs.org.uk](http://www.fscs.org.uk)

or write to:

Financial Services Compensation Scheme,  
10th Floor, Beaufort House,  
15 St Botolph Street,  
London, EC3A 7QU.

Tel: **0207 741 4100** or **0800 678 1100**

Fax: **0207 741 4101**

Email: [enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk)

\*The FSCS can only pay compensation for customers of financial services firms authorised by the PRA or FCA.

This contract is underwritten by:  
Ecclesiastical Insurance Office plc.

Our FCA register number is 113848.  
Our permitted business is general insurance.

You can check this on the FCA's register by visiting the FCA's website  
[www.fca.org.uk/register](http://www.fca.org.uk/register)

or by contacting the FCA on 0800 111 6788