



Mark Bates Ltd

THE HOME OF PREMIER CARE

Memorial Stone Insurance

Policy Wording

IMPORTANT NOTICE – COOLING OFF PERIOD

This Policy is subject to a 'cooling-off' period. Under this, if **you** decide within 14 days of receiving the Policy that **you** do not wish to continue with the insurance, **you** may cancel **your** cover within this period and get all **your** money back as long as **you** have not made any claims.

Please read **your** Policy carefully as soon as possible so that **you** can satisfy yourself that it meets **your** requirements before the end of the cooling-off period.

YOUR INSURANCE POLICY

This is **your** insurance Policy setting out the terms of the contract **you** have made with The Salvation Army General Insurance Corporation Limited, known as sagic, for the **period of insurance** stated in **your** insurance schedule. When **your** Policy falls due for renewal, **you** will receive an up-dated Schedule, which should be inserted in this booklet.

You are requested to read this document carefully to gain a full understanding of what is and what is not covered by this insurance Policy. There are some words in the Policy text that need to be defined so that their meaning in the context of this Policy is understood. These words are shown in the 'LIST OF DEFINITIONS' and they bear the defined meaning where they appear in the Policy wording in bold italic print.

This Policy wording provides details of all of the cover that is available. **Your** Schedule sets out, the items insured, sums insured, limits, **excesses**, etc. **You** should examine the details carefully to ensure that the information shown is correct. If any changes are necessary or **you** wish to change any of the cover by purchasing additional extensions or cancelling an existing extension, please contact **your** Broker immediately.

The 'GENERAL CONDITIONS' and 'EXCLUSIONS', which apply to the whole Policy, are very important and should be given close attention.

The Application and the Declaration completed by **you** and all the information **you** supplied during the proposal stage are incorporated in and form part of this Policy, this information will be sent to **you** in the form of a Statement of Fact for **you** to check.

It is important that the information contained in the Statement of Fact is correct as this may affect **your** cover, if **you** wish to change anything **you** must contact **your** Broker immediately.

In return for the payment of the premium by **you**, **we** will provide insurance in accordance with the Policy cover for those Sections shown in **your** Schedule.

LAYOUT OF YOUR POLICY

It is important that **you** know how to make a complaint or **claim** under **your** insurance, so the details of the **Complaints Procedures** and the **Claims Procedures** appear at the front of the Policy booklet.

General Exclusions and **General Conditions** are a very important part of the contract, so to enable **you** to find them easily, appear next in the Policy booklet. These exclusions and conditions apply to the whole Policy.

Next, **we** set out the insurance coverage available under the Policy. **Your** insurance schedule sets out the details of which sections of the Policy **you** have purchased and so apply to **you**.

The full layout of **your** Policy is shown under the heading **contents** overleaf.

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THE INSURER

The Policy **you** have purchased has been arranged and is administered by **Mark Bates Ltd**.

Mark Bates Ltd is authorised and regulated by the Financial Conduct Authority, F.R.N.:308390 and is responsible for the oversight of policy administration, claims handling, and complaints.

This insurance is underwritten by:

The Salvation Army General Insurance Corporation Limited
Saxon House, 27 Duke Street, Chelmsford, CM1 2HT (Registered
No 101704 England)
Tel: 0300 030 1865
Fax: 0300 030 1866

www.sagic.co.uk

Sagic are authorised by the Prudential Regulation Authority (PRA) and regulated by the Financial Conduct Authority (FCA) and Prudential Regulation Authority, and **you** can check their status on the FCA Register, in the following ways:

On the FCA website at www.fca.org.uk/register/

By telephoning the FCA Consumer Helpline on 0800 111 6768

By writing to the FCA Consumer Helpdesk, 25 The North Colonnade, Canary Wharf, London E14 5HS

Sagic are members of:

Financial Ombudsman Service

Financial Services Compensation Scheme

Association of British Insurers

DATA PRIVACY NOTICE

At sagic **we** recognise **our** responsibility to treat **your** personal information with care and to comply with all relevant legislation. For all personal information held about **you we** are classed as the data controller, **we** will process this information as necessary for performance of **our** contract of insurance with **you**; when it is in **our** legitimate interests to do so; and when **we** are obliged by law to do so.

To assist in administration of **your** Policy data may be passed to other parties including Brokers, Reinsurers, Loss Adjusters, Service Providers, Regulators, Police/Government/Fraud Prevention Agencies. These parties could also be a data controller and where necessary will issue their own Data Protection & Privacy Policies.

We may also record telephone calls to help us monitor and improve the services **we** provide, full details of how **we** use **your** data and **your** rights please see:

<https://www.sagic.co.uk/privacy-policy>

USEFUL CONTACTS

The following information is supplied to enable **you** to contact the right person in **our** organisation quickly.

Alterations to or questions concerning your Policy:

To amend **your** Policy or ask a question about it, please contact

Mark Bates Ltd

Premier House, Londonthorpe Road, Grantham, NG31 9SN

Tel: 01476 591 104

Email: enquiries@markbatesltd.com

Claims under all Sections of this Policy:

If **you** wish to make a **claim** or if **you** have any **claims** questions under any part of the Policy, please contact

Mark Bates Ltd

Premier House, Londonthorpe Road, Grantham, NG31 9SN

Tel: 01476 514 471

Email: claims@markbatesltd.com

LIST OF DEFINITIONS

These definitions appear in bold italic text throughout the Policy.

Accidental Cause	Sudden, unintentional and unexpected physical breakage or damage that can be seen.
Act of Terrorism	An act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group of persons, whether acting alone or on behalf of or in connection with any organization or government, 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.
Buildings	The buildings at the <i>premises</i> stated in the <i>schedule</i> , substantially constructed of brick, stone, concrete or other non-combustible materials and including at the same address (1) outbuildings extensions annexes and gangways (2) walls gates and fences (3) yards, car parks, driveways, service areas, roads and pavements, (4) telephone gas water and electric installations piping ducting cables wires and associated control gear and accessories extending to the public mains (5) fixed fuel oil tanks, fixed diesel fuel tanks and fixed liquefied petroleum tanks security lighting, security cameras and other security devices, signs, communication aerials and similar devices and solar panels
Damage	Physical loss, destruction or damage (including acts of vandalism and subsidence)
The Insured/ You/Your	Person or firm named in the <i>schedule</i>
The Insurer/ We/Our/Us	Salvation Army General Insurance Corporation Ltd (Sagic)
Period of Insurance	Period of insurance stated in the <i>schedule</i> , or any subsequent Insurance period for which <i>the insured</i> pays, and <i>the insurer</i> accepts the premium
Policy	Policy and Schedule, specifications, memoranda, endorsements or notices attached or issued on behalf of <i>the insurer</i>
Premises	Address(es) or grave ref. as stated in the <i>schedule</i>
Property	Memorial stone at the cemetery described in the <i>schedule</i>
Schedule	Most recent schedule issued to <i>the insured</i>

COMPLAINTS PROCEDURES

It is always **our** intention to provide **you** with a first class standard of service. Misunderstandings can, however, occur and **we** would prefer to know about the occasional problem than for **you** to remain dissatisfied.

Any communication with **us** can be made orally or in writing and on **your** behalf by a third party with **your** permission.

If a problem has arisen in connection with this policy that has not been resolved to **your** satisfaction and **you** wish to make a complaint, **you** should firstly discuss this with

The Compliance Officer Mark Bates Ltd
Premier House Londonthorpe Road Grantham Lincolnshire NG31 9SN
Tel No: 01476 593887 Fax: 01476 591543 Email: complaints@markbatesltd.com

The Compliance Officer will acknowledge the complaint within five business days and advise **you** of the person who will be dealing with the complaint and when **you** can expect to receive a detailed response. The person dealing with the complaint will be a senior member of staff who was not directly involved in the matter which is the subject of the complaint. They will have the authority and experience to adequately address the complaint and explain the results of the investigation.

If **your** complaint should be more appropriately dealt with by another firm, **we** will ensure it is referred to them as soon as practicable and certainly no later than five business days of becoming satisfied that another firm is or may be responsible for the matters complained of. **We** will make this referral to the other firm in writing and advise **you** by way of a final response that the referral has been made and include the other firm's contact details.

Your complaint will be thoroughly investigated and **we** will respond to it as soon as possible. Within twenty business days **we** will provide a detailed response to **your** complaint in writing or, if it is not possible to respond within that time, **we** will inform **you** in writing within twenty business days why **we** have been unable to resolve the complaint within that time, why **we** need more time to do so and when **you** can expect to receive **our** final response.

If **we** have not completed **our** investigation, within eight weeks after the complaint was made, **we** will write to **you** and explain why there is a further delay. **We** will also confirm when **we** expect to issue **our** final response and advise **you** that **you** may be eligible to refer the complaint to the Financial Ombudsman Service if **you** are dissatisfied with the delay. Its contact details are

Financial Ombudsman Service
Exchange Tower Harbour Exchange Square London E14 9SR
Tel: 0800 023 4567 from landlines or 0300 123 9123 from mobile phones
Fax: 020 7964 1001 E-mail: complaint.info@financial-ombudsman.org.uk
Website: www.financial-ombudsman.org.uk

Where **you** are eligible to refer **your** complaint to the Financial Ombudsman Service **you** have this right to do so free of charge, but **you** must do so within six months of the date of **our** final response. If **you** do not refer **your** complaint in time, the Ombudsman will not have **our** permission to consider **your** complaint and so will only be able to do so in very limited circumstances. For example, if it believes that the delay was as a result of exceptional circumstances.

THE FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)

The Financial Services Compensation Scheme (FSCS) was set up to protect customers should an insurer go out of business and be unable to meet its liabilities or pay **claims**.

If one of the insurers on this Policy fails in this way, **you** may be entitled to compensation from FSCS.

The FSCS protection for insurance **claims** is 90% of the **claim** with no upper limit in respect of UK insurance policies issued by a UK authorised insurer. This Policy and the insurers involved in providing the cover meet these requirements.

For further information, contact the:

Financial Services Compensations Scheme
10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU
Telephone: **0800 678 1100** or **0207 741 4100** Email: enquiries@fscs.co.uk Website: www.fscs.org.uk

CLAIMS PROCEDURES (see also General Condition 2 on Page 9)

If **you** wish to make a **claim** or if **you** have any **claims** questions under any part of the Policy, please contact **Mark Bates Ltd**:

Mark Bates Ltd
Premier House, Londonthorpe Road, Grantham, NG31 9SN
Tel: 01476 514 471
Email: claims@markbatesltd.com

Set out below are **your** and **our** responsibility in connection with **claims** under this Policy.

YOUR RESPONSIBILITIES IN RESPECT OF CLAIMS INVOLVING LOSS OF OR DAMAGE TO YOUR PROPERTY

1. Give immediate notification to the police if the **claim** involves property that is lost, stolen, damaged maliciously or damaged by rioters.
2. Report the **claim** to **us** as soon as practicable and in any event within 7 days of the occurrence.
3. Provide all information and assistance that **we** may reasonably require without delay, including access to the site of the incident to enable **us** to deal with **your claim**.
4. Take all reasonable steps to recover any lost or stolen property and advise **us** as soon as practicable of any such property that is returned to **you**.
5. At **your** expense provide **us** with estimates, proof of ownership and/or of value to support **your claim**.
6. Not abandon any property to **us**.
7. Allow **us** to take over and conduct in **your** name the defence or settlement of any **claim** or prosecute in **your** name for **our** benefit any **claim** against another party for indemnity or damages or otherwise.
8. Do not dispose of any damaged property without gaining **our** prior approval.

YOUR RESPONSIBILITIES IN RESPECT OF CLAIMS BEING MADE AGAINST YOU FOR YOUR LEGAL LIABILITY AS INSURED

You must:

1. Notify **us** immediately if someone is making a **claim** against **you**.
2. Not make any promise to pay or any admission of liability.
3. Send any letter or document to **us** unanswered.

GENERAL EXCLUSIONS THAT APPLY TO ALL SECTIONS OF THE POLICY

This Policy does not cover:

1. ASBESTOS

Liability arising from or contributed to by the manufacturing, mining, use, sale, installation, removal, distribution of or exposure to asbestos, materials or products containing asbestos or asbestos fibres or dust.

2. BREAKDOWN

Mechanical or electrical breakdown, fault or failure.

3. COMMUNICABLE DISEASES

The transmission by **you** of any human infectious or contagious diseases (either known/discovered or unknown/undiscovered at the date of the inception of the insurance policy), whether notifiable or otherwise.

4. DELIBERATE DAMAGE

Any deliberate, malicious or wilful act by **you**.

5. EXISTING DAMAGE

Any loss or damage occurring before the cover by this Policy commences.

6. POLLUTION OR CONTAMINATION

Any loss damage or liability arising from pollution or contamination unless caused by a sudden and unforeseen and identifiable accident.

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

7. RADIOACTIVE CONTAMINATION AND CONFISCATION

Any loss or damage to property, legal liability, expense, consequential loss or **bodily injury** directly or indirectly caused by or arising from or contributed to by nuclear energy or radioactivity of any kind including but not limited to any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

- (a) Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
- (b) The radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or nuclear assembly or nuclear component.
- (c) Any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

8. SONIC BANGS

Loss or damage caused by pressure waves from aircraft or other aerial devices travelling at sonic or supersonic speeds.

9. WAR RISKS

Any loss, damage or liability which is the direct or indirect result of any of the following, whether or not contributed to by any other cause or event:

war, invasion, activities of a foreign enemy, hostilities or warlike operations (whether war has been declared or not) civil war, mutiny, revolution, or insurrection (meaning people rising up and rebelling against the government by force), civil commotion which is so severe or widespread that it resembles a popular uprising, military power (even if properly authorised by the duly elected government), usurped power (meaning power taken by force by any person or group, including the armed forces, which is not the duly elected government) or property being confiscated by any government or public or local authority.

10. WEAR AND TEAR, ETC.

Wear and tear, depreciation or any gradually operating cause, including but not limited to wet rot, dry rot, rust, deterioration and the like.

GENERAL CONDITIONS THAT APPLY TO ALL SECTIONS OF THE POLICY

1. CANCELLATION

- a) If **you** cancel this policy within 14 days of the date **you** receive **your** policy documents, **we** will refund the premium in full, provided no claim has been made for the period this policy has been in force and that no liability whatsoever shall attach to **us** in respect of this policy. If **you** cancel this policy after 14 days of the date **you** receive **your** policy documents, **we** will allow a refund of premium for every full quarter of the **period of insurance** that remains in force from the date of cancellation, subject to paragraph d) below.
- b) **We** may cancel this policy by sending 7 days' notice by recorded delivery to **you** at **your** last known address and **we** will allow a pro rata refund of premium for the unexpired period to expiry date, subject to paragraph d) below.
- c) If **you** pay **your** premium by monthly direct debit and there is a default in payment, **we** reserve the right to cancel **your** insurance in accordance with the terms of **your** credit agreement. No refund of premium will be due when cancellation takes place in these circumstances.
- d) Where a claim has been made during the current **period of insurance**, the full annual premium will still be payable despite cancellation of cover and **we** reserve the right to deduct this from any claim payment. In any event a due proportion of the premium shall be payable for the period of cover provided.

2. CLAIMS

In the event of a **claim**, **you** must follow as far as is practicable the CLAIMS PROCEDURES set out on page 7. Failure to do so may result in **your claim** being rejected or reduced or **we** may cancel **your** Policy from the start of the current period of insurance.

3. CONTRACTS (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 terms 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.

4. DUTY OF CARE

You must:

- (a) do all that is reasonably possible to:
 - (i) protect the property insured
 - (ii) prevent, or reduce the extent of, **damage**
 - (iii) prevent accidents or **bodily injury**
- (b) keep any property insured under this Policy in good condition

5. FRAUD

If any **claim** under this Policy involves fraud by **you** or anyone acting on **your** behalf, **you** shall not be entitled to any benefit under the Policy and all cover under the Policy shall cease.

6. GOVERNING LAW AND LANGUAGE

This Policy will be governed by English law unless **you** live in Scotland in which case the law of Scotland will apply. If there is any dispute as to which law applies it shall be English law. **We** will communicate with **you** in English at all times.

7. OTHER INSURANCE

If any loss, damage or legal liability covered by this Policy is also covered by another insurer, **our** liability will be **our** rateable proportion of any **claim**.

8. SETS

If any undamaged item or part of item forming part of a set needs replacing following an insured event covered under this policy, we will contribute 50% of the costs of replacing the undamaged item or item forming part of a set.

9. FAIR REPRESENTATION

You have a duty to make to us a fair presentation of the risk before the inception of this Policy; when an alteration is made to this Policy; and at the renewal of this Policy.

If a breach of such duty is:

- (a) deliberate or reckless
 - i. in relation to an alteration made to this Policy, we may treat this Policy as cancelled with effect from the time when the alteration was made and retain any premiums paid; or
 - ii. in relation to inception or renewal of this Policy we may avoid this Policy and refuse all claims and retain any premiums paid; or
- (b) neither deliberate nor reckless
 - i. in relation to an alteration made to this Policy and we would not have agreed to the alteration on any terms, we may treat this Policy as if the alteration was never made; or
 - ii. in relation to inception or renewal of this Policy and we would not have entered into this Policy on any terms, we may avoid this Policy and refuse all claims but will return any premiums paid; or
- (c) neither deliberate nor reckless
 - i. in relation to an alteration made to this Policy, and we would have agreed to the alteration but on different terms; or
 - ii. in relation to inception or renewal of this Policy, and we would have entered into this Policy but on different terms,

the Policy will be treated as if it has been entered into on those different terms, if either of the above would have resulted in us charging an increased premium on what was actually charged, we may reduce proportionately the amount to be paid on a claim. We will pay on such claim a percentage of what we would otherwise have been liable to pay (whether on the original terms, or as varied, or under the different terms), based on the total premium actually charged compared to the premium that we would have charged;

We will be entitled to vary the premium and any terms in respect of any ongoing acceptance of cover (where agreed by us), in relation to a breach of the duty to make to us a fair presentation of the risk.

10. DATA PROTECTION

All personal data provided by you will be treated by us as confidential and will not be disclosed to any third party without your consent unless permitted by law or as set out in our Data Protection & Privacy Policy, this will be supplied when you take out this policy or is available on request.

1 – MEMORIAL STONE ACCIDENT AND VANDALISM INSURANCE

WHAT IS COVERED

In the event of **damage** as a result of any **accidental cause** to the **property** arising during the **period of insurance**, **the insurer** will pay an amount to **the insured** calculated in accordance with the Basis of Settlement.

WHAT IS NOT COVERED

We do not pay for loss of, or damage caused by the following:

- (a) manufacturing or design defect, depreciation, wear and tear, gradual deterioration or defective workmanship.
 - (b) the action of light, any process of cleaning, altering, restoration or repair.
 - (c) frost.
 - (d) ground heave or landslip.
 - (e) subsidence caused by or arising from:
 - a. the settlement or movement of made-up ground or by coastal or river erosion.
 - b. demolition, construction or structural alterations or repair of any **Buildings** at the **Premises**.
 - c. subsidence which commenced prior to the inception of this cover.
 - (f) subsidence occurring during the first 15 days after the **Property** is first fixed into the ground.
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BASIS OF SETTLEMENT UNDER SECTION 1 – MEMORIAL STONE ACCIDENT AND VANDALISM INSURANCE

BASIS OF SETTLEMENT

In the event of **Damage**, **the Insurer** will pay, at its option, the cost of repair to, or replacement of, the **Property**, in either case to a condition equivalent to, or substantially the same as, but not better or more extensive than, its condition when new.

MAXIMUM AMOUNT PAYABLE UNDER SECTION 1 – MEMORIAL STONE ACCIDENT AND VANDALISM INSURANCE

The liability of **the Insurer** under this **Policy** shall not exceed the sum insured stated against each item in the **Schedule**.

The Insurer will pay the cost of re-levelling the **Property** as a result of **Damage** from subsidence. **Our** maximum liability for subsidence shall not exceed £500 any one claim, and no more than £5,000 in total for the **Period of Insurance**.