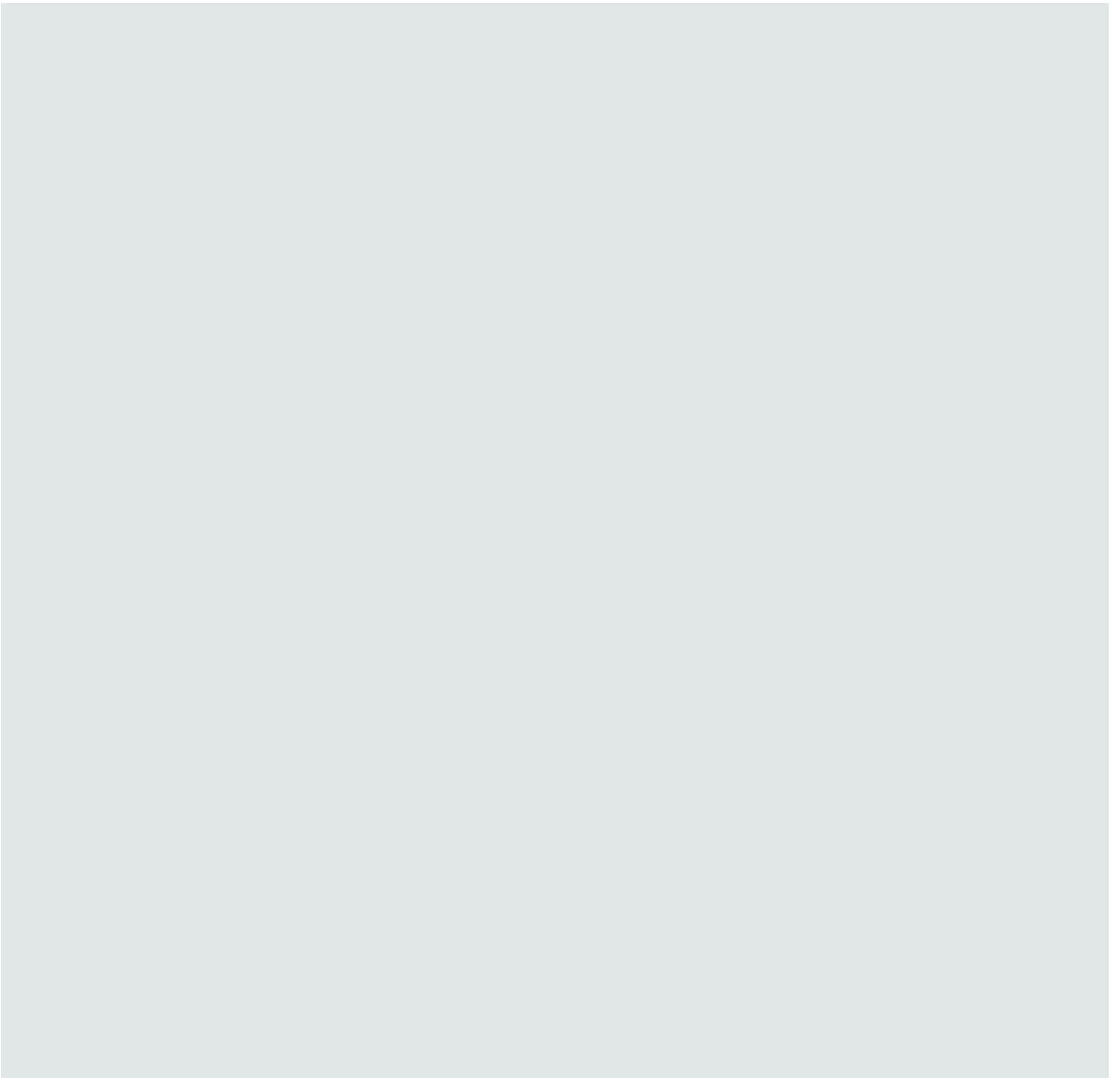


Memorial Protect Insurance

Policy document



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How we use your information

Who controls your personal information

This notice tells you how Zurich Insurance plc ('Zurich'), as data controller, will deal with your personal information. Where Zurich introduces you to a company outside the group, that company will tell you how your personal information will be used.

You can ask for further information about our use of your personal information or complain about its use in the first instance, by contacting our Data Protection Officer at: Zurich Insurance Group, Tri-centre 1, Newbridge Square, Swindon, SN1 1HN or by emailing the Data Protection Officer at GBZ.General.Data.Protection@uk.zurich.com.

If you have any concerns regarding our processing of your personal information, or are not satisfied with our handling of any request by you in relation to your rights, you also have the right to make a complaint to the Information Commissioner's Office. Their address is: First Contact Team, Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, SK9 5AF.

What personal information we collect about you

We will collect and process the personal information that you give us by phone, e-mail, filling in forms, including on our website, and when you report a problem with our website. We also collect personal information from your appointed agent such as your trustee, broker, intermediary or financial adviser in order to provide you with the services you have requested and from other sources, such as credit reference agencies and other insurance companies, for verification purposes. We will also collect information you have volunteered to be in the public domain and other industry-wide sources.

We will only collect personal information that we require to fulfil our contractual or legal requirements unless you consent to provide additional information. The type of personal information we will collect includes; basic personal information (i.e. name, address and date of birth), occupation and financial details, health and family information, claims and convictions information and where you have requested other individuals be included in the arrangement, personal information about those individuals.

If you give us personal information on other individuals, this will be used to provide you with a quotation and/or contract of insurance and/or provision of financial services. You agree you have their permission to do so. Except where you are managing the contract on another's behalf, please ensure that the individual knows how their personal information will be used by Zurich. More information about this can be found in the 'How we use your personal information' section.

How we use your personal information

We and our selected third parties will only collect and use your personal information (i) where the processing is necessary in connection with providing you with a quotation and/or contract of insurance and/or provision of financial services that you have requested; (ii) to meet our legal or regulatory obligations; or (iii) for our "legitimate interests". It is in our legitimate interests to collect your personal information as it provides us with the information that we need to provide our services to you more effectively including providing you with information about our products and services. We will always ensure that we keep the amount of information collected and the extent of any processing to the absolute minimum to meet this legitimate interest. Examples of the purposes for which we will collect and use your personal information are:

1. to provide you with a quotation and/or contract of insurance;
2. to identify you when you contact us;
3. to deal with administration and assess claims;
4. to make and receive payments;
5. to obtain feedback on the service we provide to you;
6. to administer our site and for internal operations including troubleshooting, data analysis, testing, research, statistical and survey purposes;
7. for fraud prevention and detection purposes.

We will contact you to obtain consent prior to processing your personal information for any other purpose, including for the purposes of targeted marketing unless we already have consent to do so.

Who we share your personal information with

Where necessary, we will share the personal information you gave us for the purposes of providing you with the goods and services you requested with the types of organisations described below:

- associated companies including reinsurers, suppliers and service providers;
- introducers and professional advisers;
- regulatory and legal bodies;
- survey and research organisations;
- credit reference agencies;
- healthcare professionals, social and welfare organisations; and
- other insurance companies

Or, in order to meet our legal or regulatory requirements, with the types of organisations described below:

- regulatory and legal bodies;
- central government or local councils;
- law enforcement bodies, including investigators;
- credit reference agencies; and
- other insurance companies

How we use your personal information for websites and email communications

When you visit one of our websites we may collect information from you such as your email address or IP address. This helps us to track unique visits and monitor patterns of customer website traffic, such as who visits and why they visit.

We use cookies and/or pixel tags on some pages of our website. A cookie is a small text file sent to your computer. A pixel tag is an invisible tag placed on certain pages of our website but not on your computer. Pixel tags usually work together with cookies to assist us to provide you with a more tailored service. This allows us to monitor and improve our email communications and website. Useful information about cookies, including how to remove them, can be found on our websites.

How we transfer your personal information to other countries

Where we transfer your personal information to countries that are outside of the UK and the European Union (EU) we will ensure that it is protected and that the transfer is lawful. We will do this by ensuring that the personal information is given adequate safeguards by using 'standard contractual clauses' which have been adopted or approved by the UK and the EU, or other solutions that are in line with the requirements of European data protection laws.

A copy of our security measures for personal information transfers can be obtained from our Data Protection Officer at: Zurich Insurance Group, Tri-centre 1, Newbridge Square, Swindon, SN1 1HN, or by emailing the Data Protection Officer at GBZ.General.Data.Protection@uk.zurich.com.

How long we keep your personal information for

We will retain and process your personal information for as long as necessary to meet the purposes for which it was originally collected. These periods of time are subject to legal, tax and regulatory requirements or to enable us to manage our business.

Your data protection rights

You have a number of rights under the data protection laws, namely:

- to access your data (by way of a subject access request);
- to have your data rectified if it is inaccurate or incomplete;
- in certain circumstances, to have your data deleted or removed;
- in certain circumstances, to restrict the processing of your data;

- a right of data portability, namely to obtain and reuse your data for your own purposes across different services;
- to object to direct marketing;
- not to be subject to automated decision making (including profiling), where it produces a legal effect or a similarly significant effect on you;
- to claim compensation for damages caused by a breach of the data protection legislation.
- if we are processing your personal information with your consent, you have the right to withdraw your consent at any time.

We will, for the purposes of providing you with a contract of insurance, processing claims, reinsurance and targeted marketing, process your personal information by means of automated decision making and profiling where we have a legitimate interest or you have consented to this.

What happens if you fail to provide your personal information to us

If you do not provide us with your personal information, we will not be able to provide you with a contract or assess future claims for the service you have requested.

Fraud prevention and detection

In order to prevent and detect fraud we may at any time:

- check your personal data against counter fraud systems
- use your information to search against various publicly available and third party resources
- use industry fraud tools including undertaking credit searches and to review your claims history
- share information about you with other organisations including but not limited to the police, the Insurance Fraud Bureau (IFB), other insurers and other interested parties.

If you provide false or inaccurate information and fraud is identified, the matter will be investigated and appropriate action taken. This may result in your case being referred to the Insurance Fraud Enforcement Department (IFED) or other police forces and fraud prevention agencies. You may face fines or criminal prosecution. In addition, Zurich may register your name on the Insurance Fraud Register, an industry-wide fraud database.

Claims history

We may pass information relating to claims or potential claims to any relevant database.

We and other insurers may search these databases when you apply for insurance, when claims or potential claims are notified to us or at time of renewal to validate your claims history or that of any other person or property likely to be involved in the policy or claim.

This helps to check information provided and prevent fraudulent claims.

Your memorial protect policy

Information relevant to the entire policy

Your policy is an agreement between you (the person shown in your schedule as the person insured) and us (Zurich Insurance plc) but is only valid if you pay the premiums.

Your most recent schedule sets out the information we were given when we agreed to provide you with the cover and the terms of the policy.

Your policy provides cover for the sections and period of insurance shown in your schedule. You must read your policy, schedule and any specifications or endorsements as one single contract. Please read all documents to make sure the cover provided meets your needs. If this is not the case, please contact your insurance advisor as soon as possible.

You must tell us immediately if any of your information is incorrect or changes. If we have wrong information this may result in an increased premium and/or claims not being paid in full, or your insurance may not be valid and claims will not be paid.

You should keep a record (including copies of letters) of all information supplied to us in connection with this insurance.

The conditions and exclusions that apply to all sections of your policy are shown on pages 7-8. Please make sure that you read these as well as the cover shown in each section.

Your cancellation rights

If you decide that you do not want to accept the policy (or any future renewal of the policy by us) tell your insurance advisor of your decision, in writing or by phone within 14 days of receiving the policy (or for renewal, within 14 days of your policy renewal date). If no claims have been made we will refund the premium you have paid. If a claim is made we charge you for the days we have been on cover (applying a minimum premium of £15 plus insurance premium tax) and then refund the remainder of the premium you have paid.

Please see Condition 5 for full details of all cancellation conditions and charges.

Definitions

Certain words have specific meanings when they appear in this policy. These meanings are shown below or in the section where they apply. They are printed in bold type.

Damage – loss, destruction or damage.

Memorial stone – the memorial stone identified in the schedule.

The cover

Property damage

What is covered

- **Damage** to the **memorial stone**
- **Damage** to or re-fixing and realignment of the **memorial stone** owned directly by you arising from faulty or defective workmanship by any Stonemason whose business has ceased trading, been wound up or carried on by a liquidator or receiver.

What is not covered

- Depreciation, wear and tear any process of cleaning, repair, restoration and re-siting other than such costs involved following insured **damage**.
- Damage arising over time caused by sunlight and other weather conditions.
- Damage arising from confiscation or detention by Customs or Government officials.
- Damage arising through theft from an unattended or unlocked vehicle.
- Losses that are not directly associated with the incident that caused you to claim.

Your liability to others

What is covered

Your legal liability as owner of the **memorial stone** to compensate others if, following an accident during the period of insurance, someone dies, is injured, falls ill or has their property damaged.

The most we will pay for any claim (or claims) arising from one cause, including claimants legal costs and expenses, and legal and other expenses incurred with our consent in defence of any claim, is £2,000,000.

What is not covered

We will not pay if the liability arises from:

- the death, injury or illness of you or your family or any person employed by you or your family;
- loss or damage to any property that you or your family own or are responsible for;
- a contract that says you or your family are liable for something which you or they would not otherwise have been liable for.

Settling claims

We will decide whether to repair, replace, make a cash payment or reinstate the **memorial stone**. We will have the option to do this by using one of our suppliers.

We will pay the full cost of the work, including any professional, demolition or local authority costs or fees we have agreed, as long as the work is finished without delay.

If the work is not carried out, we will not pay more than the cost to us of using our suppliers for the repair or replacement or reinstatement of the **memorial stone**.

The most we will pay is:

- the value of the **memorial stone** shown in your schedule
- five times the **memorial stone** value shown in your schedule in any one period of insurance.

See 'Your duty to check information and tell us of any changes' under 'Conditions'.

Conditions

- 1 You must do all you can to prevent and reduce any costs, damage, injury or loss.
- 2 You must tell us about any insurance related incidents of loss or damage as soon as possible whether or not they give rise to a claim. You must give us all the information and help we may need. We will decide how to settle or defend a claim and may carry out proceedings in the name of any person covered by your policy, including proceedings for recovering any claim payments.
- 3 You must report any loss, theft, attempted theft or malicious damage to the police as soon as possible.

4 Fraud

If you or anyone acting on your behalf have intentionally concealed or misrepresented any information or circumstance that you had a responsibility to tell us about, or engaged in any fraudulent conduct, or made any false statement relating to this insurance, we will:

- void the policy in the event of any fraud which occurred during the application process, which means we will treat the policy as if it had never existed; or
- terminate the policy with effect from the date of any fraud which occurred during the period of insurance;

and in either case, we will:

- not return to you any premium paid;
- not pay any fraudulent claim or a claim which relates to a loss suffered after any fraud;
- seek to recover any money from you for any claim we have already paid which is later established as invalid, including the amount of any costs or expenses we have incurred;
- inform the police, other financial services organisations and anti-fraud databases, as set out under the section headed 'Fraud prevention and detection' in the 'How we use your information' section within this document.

- 5 We may cancel your policy where there is a valid reason for doing so by giving you seven days notice in writing to your last known address. We will refund any premium which may be due to you in accordance with the terms of this condition. Valid reasons may include but are not limited to:

- If you advise us of a change of risk under your policy which we are unable to insure;
- Where you fail to respond to requests from us for further information or documentation;
- Where you have given incorrect information and fail to provide clarification when requested;
- The use of threatening or abusive behaviour or language, or intimidation or bullying of our staff or suppliers, by you or any person acting on your behalf.

You have the right to cancel your policy within 14 days of you receiving it (or for renewals, within 14 days of your policy renewal date) by contacting your insurance advisor.

If the policy is cancelled, either by you or us, within 14 days of you receiving it (or for renewals, within 14 days of your policy renewal date), if no claims have been made we will refund the premium you have paid. If a claim is made we will charge you for the days we have been on cover. The balance of the premium will be returned to you.

If the policy is cancelled by you after 14 days of you receiving it (or for renewals, after 14 days of your policy renewal date), we will charge you on a pro rata basis for the time we have been on cover. The balance of the premium will be returned to you.

If you fail to pay your premium we may cancel the policy and refuse your claim or take the balance of any outstanding premium due to us from any claim payment we make to you. This may mean that we fulfil our obligations to any claims against your policy by a third party but seek full recovery of any payments made under your policy directly from you. This may include the instruction of solicitors or other recovery agents.

- 6 Your policy is governed by the law that applies to where you reside within the United Kingdom, Channel Islands or Isle of Man. If there is any disagreement about which law applies, English law will apply, in which case you agree to submit to the exclusive jurisdiction of the courts in England and Wales. Unless agreed otherwise, we will communicate to you in English.
- 7 If any claim is covered by any other insurance, we will not pay for more than our share of that claim.

8 Your duty to check information and tell us of any changes

It is important you check your most recent schedule as this sets out the information we were given when we agreed to provide you with the cover and the terms of your policy.

Although we may undertake checks to verify your information, you must take reasonable care to ensure all information provided by you or on your behalf is accurate and complete.

You must tell us immediately if any of your information is incorrect or changes. If we have wrong information this may result in an increased premium and/or claims not being paid in full, or your insurance may not be valid and claims will not be paid. If in doubt about any information please contact us as soon as possible.

Changes to information we need to be informed of include, but are not limited to, these situations:

- if the value of the memorial stone exceeds the limit shown in your schedule,
- if you or anyone currently living with you have been declared bankrupt, are subject to bankruptcy proceedings or have received a County Court Judgment (CCJ) or other judgements in relation to debt;
- if you change your address

Any changes, if accepted by us, will apply from the date indicated on your updated schedule. In this case we will be entitled to vary the premium and terms for the rest of the period of insurance.

If the changes are unacceptable to us and we are no longer able to provide you with cover, we or you can cancel your policy, as set out under Condition 5.

If you have given us inaccurate information this can affect your policy in one or more of the following ways:

- 1) If we would not have provided you with any cover we will have the option to:
 - a. void the policy, which means we will treat it as if it had never existed and repay the premium paid; and
 - b. seek to recover any money from you for any claims we have already paid, including the amount of any costs or expenses we have incurred.
- 2) If we would have applied different terms to your cover, we will have the option to treat your policy as if those different terms apply.
- 3) If we would have charged you a higher premium for providing your cover, we will have the option to charge you the appropriate additional premium to be paid in full.

Exclusions

We will not pay for the following.

- 1 Any loss which happens as an indirect result of an event for which you are insured.
- 2 Any **damage** or legal liability occurring outside of the period of insurance covered by this policy.
- 3 Any claim resulting from:
 - deliberate or criminal acts by you;
 - gradual causes including deterioration or wear and tear;
 - mildew, fungus, climatic or atmospheric conditions, frost, wet or dry rot;
 - any process of cleaning, repair or alteration;
 - vermin, insects or chewing, scratching, tearing or fouling by pets;
 - faulty design, materials or workmanship;
 - ionising radiation, radioactivity, nuclear fuel, nuclear waste or equipment;
 - war, revolution or any similar event;
 - pollution or contamination which was:
 - the result of a deliberate act; or
 - expected and not the result of a sudden, unexpected and identifiable incident.
- 4 We will not pay for any claim arising directly or indirectly from an act of terrorism.

In this case, an act of terrorism means preparing, threatening to use or actually using any item capable of producing biological, chemical or nuclear pollution or contamination.

Our complaints procedure

Our commitment to customer service

We are committed to providing a high level of customer service. If you feel we have not delivered this, we would welcome the opportunity to put things right for you.

Who to contact in the first instance

Many concerns can be resolved straight away. Therefore in the first instance, please get in touch with your usual contact at your broker or insurance intermediary as they will generally be able to provide you with a prompt response to your satisfaction.

Contact details will be provided on correspondence that we or our representatives have sent you. (For example on your welcome or renewal communication or on claim acknowledgement letters.)

Many complaints can be resolved within a few days of receipt

If we can resolve your complaint to your satisfaction within the first few days of receipt, we will do so. Otherwise, we will keep you updated with progress and will provide you with our decision as quickly as possible.

Next steps if you are still unhappy

If you are not happy with the outcome of your complaint, you may be able to ask the Financial Ombudsman Service to review your case.

We will let you know if we believe the ombudsman service can consider your complaint when we provide you with our decision. The service they provide is free and impartial, but you would need to contact them within 6 months of the date of our decision.

More information about the ombudsman and the type of complaints they can review is available via their website www.financial-ombudsman.org.uk.

You can also contact them as follows:

Post: Financial Ombudsman Service,
Exchange Tower, London, E14 9SR

Telephone: 08000 234567
(free on mobile phone and landlines)

Email: complaint.info@financial-ombudsman.org.uk

If the Financial Ombudsman Service is unable to consider your complaint, you may wish to obtain advice from Citizens Advice (or a similar service) or seek legal advice.

The Financial Services Compensation Scheme (FSCS)

We are covered by the Financial Services Compensation Scheme (FSCS) which means that you may be entitled to compensation if we are unable to meet our obligations to you. Further information is available on www.fscs.org.uk or by contacting the FSCS directly on 0800 678 1100.

Making a claim

If you need to make a claim you can contact your broker on the numbers below.

When you contact them about a claim you will need to tell them:

- your name, address and telephone number(s);
- the place where the loss or damage occurred;
- memorial stone plot number;
- what caused the loss or damage.

Reich Insurance Brokers Ltd

Address: Reich House, 197-203 Chapel Street,
Manchester, Salford M3 5EQ

Telephone: 0161 834 8877

Reich Brokers, Reich Insurance Brokers Ltd, Reich Healthcare Ltd and Reich Life Ltd

Reich Brokers, Reich Insurance Brokers Ltd and Reich Life Ltd are directly authorised and regulated by the Financial Conduct Authority. Reich Healthcare Ltd is an Appointed Representative of both Reich Brokers and Reich Insurance Brokers Ltd who are directly authorised and regulated by the Financial Conduct Authority. 'Reich Group' and 'Reich Group of Companies' are trading styles of Reich Brokers, Reich Insurance Brokers Ltd, Reich Life Ltd and Reich Healthcare Ltd. 'Reich Life Sciences' and 'Reich Private Clients' are trading styles of Reich Brokers and Reich Insurance Brokers Ltd. 'Reich Insurance' is a trading style of Reich Insurance Brokers Ltd. 'Reich Insurance Brokers' is a trading style of Reich Brokers.

Zurich Insurance plc

A public limited company incorporated in Ireland. Registration No. 13460.

Registered Office: Zurich House, Ballsbridge Park, Dublin 4, Ireland.

UK Branch registered in England and Wales Registration No. BR7985.

UK Branch Head Office: The Zurich Centre, 3000 Parkway, Whiteley, Fareham, Hampshire PO15 7JZ.

Zurich Insurance plc is authorised by the Central Bank of Ireland and authorised and subject to limited regulation by the Financial Conduct Authority. Details about the extent of our authorisation by the Financial Conduct Authority are available from us on request. Our FCA Firm Reference Number is 203093.

Communications may be monitored or recorded to improve our service and for security and regulatory purposes.

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