



# SAGIC

Insurance that changes lives

**THE SALVATION ARMY GENERAL INSURANCE CORPORATION LTD**

## **EXCESS PUBLIC LIABILITY INSURANCE POLICY**

(EX PL 07-20)

Registered Office:

**Saxon House, 27 Duke Street, Chelmsford, Essex, CM1 1HT**

**Tel: 0300 300 1865**

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**Registered No: 101071 England**

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## **About Your Policy**

Your Policy is made up of Sections prepared from a proposal form, declaration or statement of fact provided by You or from Your instructions, or any information in connection with this insurance provided to Your insurance adviser.

The Policy Introduction explains the insurance provided under this contract.

Each Section may include terms, Definitions, Conditions and Exclusions unique to the Section which should be read in conjunction with the Policy Definitions, Conditions and Exclusions.

An Endorsement forms an addition to the Section and varies the insurance provided by the Section.

The Schedule and any Endorsements should be read together for precise details of Your insurance protection.

Please take care to review all documentation carefully to ensure that the information provided accurately reflects Your circumstances and that the cover provided suits Your requirements.

You should pay particular attention to any terms, conditions, limits and exclusions including endorsements which may require You to take action.

## **Policy Introduction**

This Policy is a contract between You and the Us.

In deciding to accept this insurance, and in setting the terms and premium, We have relied on information You have given. You must take all reasonable care to provide complete and accurate answers to the questions We ask when You take out, make changes to, and renew Your policy.

When We are notified of a change We will tell You whether this affects Your policy; for example whether We are able to accept the change and if so whether the change will result in revised terms and/or a revised premium being applied to Your policy.

If We are not able to accept the change and it becomes necessary to cancel this insurance We will do so as described within the Change in Circumstances condition contained within this policy.

Please read the whole document carefully, it is arranged in different Sections It is important that:

- You are clear which Sections You have requested and want to be included;
- You understand what each section covers and does not cover;
- You understand Your own duties under each Section and under the insurance as a whole.

Please contact Your insurance provider immediately if this document is not correct or if You would like to ask any questions.

The language of this Policy and all related communications will be in English and the law applicable to this contract will be English Law and the decisions of English courts.

All Acts of Parliament within the Policy wording include equivalent legislation in Scotland, Northern Ireland the Isle of Man or the Channel Islands as the case may be.

The insurer will indemnify You following Your payment of the premium within the operative Section, Definitions, terms, Conditions and Exclusions, Schedule and Endorsement, as stated in the Insurance provided and Limit of Liability occurring in connection with Your Caravan during the Period of Insurance.

The Policy Introduction, Sections, Definitions, terms, Conditions and Exclusions, Schedule and Endorsements are to be read as one document.

Any word or phrase stated as a Definition has the same meaning throughout the Policy terms Conditions and Exclusions Schedule and any Endorsement unless the Section Definitions terms Conditions and Exclusions Schedules or any Endorsement state otherwise.

Any Item and or Limit, and or Sum Insured, and or Total Sum Insured, and or Limit of Liability stated in a Section Schedule or any Endorsement is exclusive of Excess.

Please note that You are required to inform Your insurance advisor immediately of any facts or changes which the insurer would take into account in its assessment or acceptance of this insurance, and failure to do so may invalidate Your Policy or result in the Insurance provided not operating fully.

You should contact Your insurance advisor if You are in any doubt as to whether a fact is material or not.

## Policy Definitions

These Definitions apply to Your entire Policy wherever these words or phrases appear starting with an upper case letter except where otherwise stated.

### **Additional Presentation of Risk**

shall mean any presentation of the risk that you make to us in addition to the presentation that you make to the underlying insurers

### **Primary Policy**

shall mean the policy identified by Item 6 of the schedule

### **Underlying Policies**

shall mean the Primary Policy and any policies identified on the schedule

### **Underlying Limit of Liability**

shall mean the combined limits of liability provided by the underlying policies identified by Items 6 and 7 of the schedule

### **We/Us/Our**

shall mean The Salvation Army General Insurance Corporation Limited (SAGIC)

### **You/Your**

shall mean the legal entity designated in the schedule or pertaining to the legal entity designated in the schedule.

### **Caravan**

shall mean the caravan insured by **Your Primary Policy** as shown in the schedule

## Policy Conditions

### **Maintenance of Underlying Policies**

It is a condition precedent to the coverage afforded under this policy that You maintain in force the Underlying Policies in all respects as stated in Item 6 of the schedule subject only to reduction or exhaustion as a result of loss payments. This policy will not provide indemnity for any loss not covered by the Underlying Policies except and to the extent that such loss is not paid under the Underlying Policies solely by reason of the reduction or exhaustion of the Underlying Limits of Liability as a result of payments of loss thereunder. In the event that the insurer of one or more of the Underlying Policies fails to pay loss in connection with any claim as a result of the insolvency, bankruptcy or liquidation of the said insurer then those insured hereunder shall be deemed to be self-insured for the amount of the limit of liability of the said insurer which is not paid as a result of such insolvency, bankruptcy or liquidation.

### **Additional Presentation of the Risk**

1. At inception and renewal of this policy and also whenever changes are made to it at Your request, in respect of any additional presentation of the risk You must:
  - a. disclose to us all material facts in a clear and accessible manner; and
  - b. not misrepresent any material facts.
2. If You do not comply with clause a) of this condition We may:
  - a. avoid this policy which means that We will treat it as if it had never existed and refuse all claims where any non-disclosure or misrepresentation by You is proven by Us to be deliberate or reckless in which case We will not return the premium paid by You; and
  - b. recover from You any amount We have already paid for any claims including costs or expenses We have incurred.
3. If You do not comply with clause 1. of this condition and the non-disclosure or misrepresentation is not deliberate or reckless this policy may be affected in one or more of the following ways depending on what We would have done if We had known about the facts which You failed to disclose or misrepresented:
  - a. if We would not have provided You with any cover We will have the option to:
    - i. avoid this policy which means that We will treat it as if it had never existed and repay the premium paid; and
    - ii. recover from You any amount We have already paid for any claims including costs or expenses We have incurred
  - b. if We would have applied different terms to the cover We will have the option to treat this policy as if those different terms apply. We may recover any payments made by Us on claims which have already been paid to the extent that such claims would not have been payable had such additional terms been applied
  - c. if We would have charged You a higher premium for providing the cover We will charge You the additional premium which You must pay in full.
4. This condition applies only to the additional presentation of the risk. In respect of the presentation of risk You make to the underlying insurer(s) and Us jointly the applicable law or any relevant clause set out in the underlying insurer(s) policy shall apply.

### **Arbitration Clause**

All disputes and differences arising under or in connection with this contract must be referred to arbitration under ARIAS Arbitration Rules. The Arbitration Tribunal will consist of three arbitrators, one to be appointed by the claimant, one to be appointed by the respondent and third to be appointed by the two appointed arbitrators.

The third member of the Tribunal must be appointed as soon as practicable (and no later than 28 days) after the appointment of the two party-appointed arbitrators. The Tribunal will be constituted upon the appointment of the third arbitrator. The arbitrators must be people (including those who have retired) with not less than ten years experience of insurance or reinsurance within the insurance industry or as lawyers or other professional advisers servicing the insurance industry.

Where a party fails to appoint an arbitrator within 14 days of being called upon to do so or where the two party-appointed arbitrators fail to appoint a third within 28 days of their appointment, then upon application ARIAS (UK) will appoint an arbitrator to fill the vacancy.

At any time before their appointment by ARIAS (UK) the party or arbitrators in default may make such appointment.

The Tribunal has sole discretion to make such orders and directions that it considers necessary for the final determination of the matters in dispute. The Tribunal has the widest discretion permitted under the law governing arbitration when making such orders or directions.

### **Contracts (Rights of Third Parties) Act 1999**

A person or company (including an insured person) who was 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.

### **Change in Circumstances**

You must notify Us as soon as possible during the period of insurance if there is any change in circumstances or to the material facts previously disclosed by You to us or stated as material facts by Us to You which increases the risk of accident, injury, loss, damage or liability.

Upon notification of any such change We will be entitled to vary the premium and terms for the rest of the period of insurance. If the changes make the risk unacceptable to Us then We are under no obligation to agree to make them and may no longer be able to provide You with cover.

If You do not notify Us of any such change We may exercise one or more of the options described in clauses 3. a., b. and c. of the Additional presentation of the risk Condition, but only with effect from the date of the change in circumstances or material facts.

### **Contractual Right of Renewal (Tacit)**

If You pay the premium to Us using Our Direct Debit instalment scheme, We will have the right (which we may choose not to exercise) to renew the policy each year and continue to collect premiums using this method. We may vary the terms of the policy (including the premium) at renewal. If You decide that You do not want Us to renew the policy, provided you tell Us (or Your insurance intermediary) before the next renewal date, We will not renew it.

## **Claims Conditions**

### **Claims (Action to be taken by You)**

It is a condition precedent to any liability of Ours to make any payment under this Policy that You will:

1. give written notice to Us as soon as reasonably practicable of any circumstance which may give rise to a claim under this Policy with full particulars of such Event;
2. provide all additional information We may require within the time stipulated by Us;
3. forward unanswered to Us immediately when they are received every claim form summons or other originating process, or any letter of claim or other written notification of claim and all documents relating thereto;
4. give immediate notice in writing to Us of any impending prosecution inquest or fatal accident inquiry;
5. at all times, and in addition to the obligations set out above, forward such information to and cooperate with Us or Our appointed agents to allow Us to be able to comply with such relevant practice directions and pre- action protocols as may be in force;
6. carry out and permit to be taken any action which may be reasonably practicable to prevent further Damage.

Our claims team can be contacted at:

Saxon House, 27 Duke Street, Chelmsford, Essex, CM1 1HT Telephone: 0300 300 1865

### **Claims (Conduct and Control)**

It is a condition precedent to any liability of Ours to make any payment under this Policy that no admission, offer, promise of payment or indemnity shall be made or given by or on behalf of You without Our written consent.

We shall be entitled if We so desire to take over and conduct in Your name the defence or settlement of any Claim, or to prosecute in Your name for Our benefit any claim for indemnity or damages or otherwise.

We shall have full discretion in the conduct of any proceedings and in the settlement of any such claim against You, and You shall give all such information and assistance as We may require.

### **Claims (Subrogation)**

Any claimant under this Policy shall at the request and expense of Us take and permit to be taken all necessary steps for enforcing rights against any other party in Your name before or after any payment is made by Us.

## **Policy Exclusions**

### **Prior and Pending Litigation**

We shall not be liable under this policy to make any payment in respect of any claim arising from, based upon, attributable to or as a consequence of any litigation initiated prior to or pending at the date specified in Item 3, Period of Insurance, From of the schedule.

### **Sanctions**

Notwithstanding any other terms of this policy we will be deemed not to provide cover nor will we make any payment or provide any service or benefit to you or any other party to the extent that such cover, payment, service or benefit would violate any applicable trade or economic sanctions law or regulation.

## **Complaints Procedure**

We are committed to providing a first class standard of service to all our policyholders. However, if You have any cause for complaint You should:

If the complaint relates to the sale of this policy then please contact the intermediary you purchased the policy from.

If the complaint relates to a claim then in the first instance, contact the Managing Director at the address below:

The Salvation Army General Insurance Corporation Ltd.  
Saxon House, 27 Duke Street, Chelmsford, Essex, CM1 1HT

e-mail:complaints@sagic.co.uk

Our complaint procedure:-

1. All complaints whether written or oral are logged by the relevant SAGIC employee.
2. The SAGIC employee will try to resolve the matter during that working day.
3. If this cannot be done Your complaint will be acknowledged to You in writing on that day or within 72 hours.

4. Your complaint will be dealt with and We will endeavour to resolve it within 5 working days. If this does not happen You will be kept informed.
5. If the SAGIC employee cannot resolve Your complaint it will be referred to the Managing Director who will respond within no more than a further 5 working days.

Our aim is to give You excellent service and We want You to be satisfied with the service You get from us. All complaints are recorded, along with their outcomes, so that We can learn from Our mistakes. So, while We aim not to give You cause for complaint, We want to hear from You if We do something You believe to be wrong. Ultimately, this will be of benefit to You and all Our policyholders.

Should you remain dissatisfied, please write to SAGIC's Chairman at the same address, further to this if the matter is not resolved to your satisfaction You may be able ask the FINANCIAL OMBUDSMAN SERVICE (FOS) to review your case.

Please note that the FINANCIAL OMBUDSMAN can investigate a complaint if:

1. You have given us an opportunity to resolve Your complaint.
2. You are not a business with a group turnover of at least €2,000,000 and have fewer than 10 employees.
3. The matter is not the subject of legal proceedings or arbitration.
4. The dispute is not between You and someone else's insurer.
5. The complaint does not concern Our level of premiums or Our decision as to which risks to cover.

**THE FINANCIAL OMBUDSMAN SERVICE CAN BE CONTACTED AT:**

Exchange Tower, LONDON E14 9SR  
Telephone: **0300 123 9 123** Fax: **020 7964 1001**  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

**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**, Fax: **020 7892 7301**  
Email: [enquiries@fscs.co.uk](mailto:enquiries@fscs.co.uk) Website: [www.fscs.org.uk](http://www.fscs.org.uk)

## Section 1:- Excess Public Liability

### Agreement with Underlying Policies

Other than in respect of

1. the premium
2. the limits of liability
3. the Policy Conditions, Claims Conditions and Policy Exclusions contained within this Policy.

This policy is subject to the same terms conditions limitations exclusions and all other provisions as the Primary Policy, and to all terms conditions limitations exclusions and provisions in any other of the Underlying Policies. No change in the Primary Policy or Underlying Policies shall be binding upon us unless specially endorsed hereon.

### Limit of Liability

1. We will pay any loss in excess of the Underlying Limit of Liability and the deductible or retention under the Primary Policy which is applicable to such loss up to the Limit of Liability under Item 5 in the schedule in respect of each claim admitted under the Underlying Policies.  
The amount shown under Item 5 shall however be the maximum aggregate Limit of Liability of us for losses resulting from all payments made under this policy during the Period of Insurance
2. We shall be liable under this policy only after the Underlying Insurer(s) have admitted liability and the full amount of the Underlying Limit of Indemnity after making deductions for all recoveries and other valid and collectable insurances has been exhausted.
3. Subject to 1. in the event of the reduction or exhaustion of the Underlying Limit of Liability by reason of payment of loss this policy will
  - a. in the event of reduction pay in excess of the reduced limits  
and
  - b. in the event of exhaustion continue in force as a Primary Insurance subject to the other terms of this policy and to the terms of any other of the Underlying Policies and in excess of the deductible or retention applicable to the Primary Policy as shown in Item 6 of the schedule which will operate exactly as specified in the Primary Policy.

## Data Protection & Privacy Policy

### Introduction

At SAGIC we recognise our responsibility to treat your personal information with care and to comply with all relevant legislation, in particular the Data Protection Act 2018 and the EU General Data Protection Regulation (GDPR). This notice covers our requirement to provide You with information on how and why We use Your personal data and of Your rights under GDPR.

We have provided You with a quotation and/or administer Your insurance policy and are classed as the “data controller” which means We process Your data. Your data may be passed to other parties, including Reinsurers & Loss Adjuster for the administration of claims. These parties could also be a data controller and where necessary will issue their own Data Protection & Privacy Policies.

### Personal Information & Legal Basis

We are required to have a lawful basis (as defined in GDPR) in order to process Your personal data, the reasons We collect personal data and the relevant bases which We use are show in the table below:-

Why we collect your data	Lawful basis	Information collected
Provide You with a quotation for Insurance.	Necessary for the performance of an insurance contract.	- Basic personal details such as name, address, email,

Arrange and administer Your policy if You buy one through us.	Necessary for the performance of an insurance contract.	telephone, date of birth. - Information on your insurance requirements, including details about your home/property. - Your insurance history, including claims data and other insurance policies you have had. - Sensitive personal information, including previous unspent criminal convictions - Your marketing preferences - Payment details to enable payment of insurance premium.
To notify You of changes in our service.	Our legitimate interests	
Marketing	Your explicit consent – in accordance with preference you have expressed	
Statistical analysis.	Our legitimate interests – to refine and enhance the products and pricing which we can offer.	
To provide improved quality and training for SAGIC staff.	Our Legal and Regulatory obligations.	
Prevent, detect and investigate crime, including fraud and money laundering, and analyse and manage other commercial risks.	Our Legal and Regulatory obligations.	
Resolve complaints, and handle requests for data access or correction.	Our Legal and Regulatory obligations.	
Comply with applicable laws and regulatory obligations, such as those relating to anti-money laundering and anti-terrorism.	Our Legal and Regulatory obligations.	

Some of the personal information We ask You to provide may be sensitive (special category) as defined in GDPR, e.g. You may have to give us information about Your medical history, criminal convictions and driving offences. We are allowed under GDPR to collect such information for specified “insurance purposes” without Your specific consent but it will only be used for the purposes set out above. If You give us information about another person, in doing so You confirm that they have given You permission to provide it to Us and that We may use their personal data in the same way as Your own as set out in this notice.

Where the lawful basis of processing your data is ‘Your explicit consent’ then this consent can be withdrawn at any time by contacting Us.

### Use of Cookies

A cookie is a small file which asks permission to be placed on your computer's hard drive. Once you agree, the file is added and the cookie helps analyse web traffic or lets you know when you visit a particular site. Cookies allow web applications to respond to you as an individual. The web application can tailor its operations to your needs, likes and dislikes by gathering and remembering information about your preferences.

We use cookies to identify which pages are being used. This helps us analyse data about webpage traffic and improve our website in order to tailor it to customer needs. We only use this information for statistical analysis purposes and then the data is removed from the system.

Overall, cookies help us provide you with a better website by enabling us to monitor which pages you find useful and which you do not. A cookie in no way gives us access to your computer or any information about you, other than the data you choose to share with us.

You can choose to accept or decline cookies. Most web browsers automatically accept cookies, but you can usually modify your browser setting to decline cookies if you prefer. This may prevent you from taking full advantage of the website.

### **Data Security**

SAGIC is committed to protecting the security of Your personal information. We use a variety of security technologies and procedures to help protect Your personal information from unauthorised access, use, or disclosure.

### **Disclosure of your Personal Information**

As a necessary part of providing You with the services described above We may need to disclose Your personal data to other third parties. These include: Computer bureaux/Software Houses, Insurers, other Insurance Intermediaries, Loss Adjusters, Insurance Industry databases, Government databases, Regulatory authorities and the Police/other law enforcement bodies and this will be to assist with fraud prevention and detection.

### **Retention Period**

Your data will not be retained for longer than is necessary and will be managed in accordance with our data retention policy. In most cases the period will be for a maximum of 7 years following the expiry of an insurance contract unless we are required to retain the data for a longer period due to business, legal or regulatory requirements.

### **International transfers of data**

We will ensure that we do not transfer Your personal data to destinations outside the European Economic Area (EEA).

### **Your Rights**

Under GDPR You have the following rights in relation to Our processing of Your personal data:-

1. The right to be informed about how we use your personal data (This Privacy Notice);
2. The right to see a copy of the personal information We hold about You;
3. The right to have personal information rectified if inaccurate or incomplete;
4. The right of erasure of Your personal information where there is no compelling reason for its continued processing;
5. The right to restrict processing in certain circumstances, e.g. if its accuracy is being contested;
6. The right to data portability which, subject to certain conditions, allows You to obtain and reuse Your personal data across different services;
7. The right to object to certain processing including for the purposes of direct marketing;
8. Rights to information in relation to automated decision making and profiling.

### **Contact us**

For further information on this Privacy Notice, to access Your personal information or to exercise any of Your other rights, please contact

The Data Protection Officer,  
The Salvation Army General Insurance Corporation Limited,  
Saxon House, 27 Duke Street, Chelmsford, Essex, CM1 1HT  
Email:- DPO@sagic.co.uk  
Telephone:- 0300 030 1865

If You have a complaint about how We use Your personal information please contact us at the address above. You also have the right to lodge a complaint with the Information Commissioner's office at any time.