



# SAGIC

Insurance that changes lives

**THE SALVATION ARMY GENERAL**

**INSURANCE CORPORATION LTD**

**DRIVING INSTRUCTOR & CHERISHED VEHICLE PUBLIC LIABILITY INSURANCE**

**POLICY**

(DI POL 09-18)

Registered Office:

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**E-mail: [enquiries@sagic.co.uk](mailto:enquiries@sagic.co.uk)**

**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 insurer.

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 cancellation conditions contained within the 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 Business 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.

### **Bodily Injury**

means physical or mental injury including death, illness, disease, mental anguish or shock but not defamation.

### **Business**

means Your driving tuition business.

### **Cherished Vehicle**

Means the vehicle as stated in the Schedule

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

means insurers whose identity is stated in the Endorsement entitled IDENTITY OF INSURERS attaching to the Schedule.

**Contractual Liability**

means liability attaching to You by virtue of a contract but which would not have attached in the absence of such contract.

**Conveyance**

means any water and or air and or road and or rail conveyances of every description.

**Damage**

means physical loss or destruction of/or damage to Property.

**Data**

means information represented or stored electronically including but not limited to code or series of instructions, operating systems, software programs and firmware.

**Electronic Data**

means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programs software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

**Employee(s)**

means

1. anyone under a contract of service or apprenticeship with You;
2. any:
  - a. labour master or labour only subcontractor or person supplied or employed by them;
  - b. self-employed person;
  - c. person hired to or borrowed by You;
  - d. person engaged under a work experience Youth training or similar scheme;
  - e. voluntary helper;
  - f. outworker or homeworker;

under Your control and supervision while working for You in connection with Your Business.

**Endorsement(s)**

means the document(s) detailing modifications made to the insurance provided under the Policy or Section.

**Event**

means any one occurrence or series of occurrences directly or indirectly attributable to a single source or the same original repeated or continuing cause.

**Incident**

means an Event of Damage to insured Property used by Your Business carried on at the Premises.

**Insured/You/Your**

means the person or corporate body or organisation detailed in the Schedule.

**Period of Insurance**

means the period stated in the Schedule or any subsequent period for which We agree to accept payment of premium.

**Pollution or Contamination**

means

1. pollution or contamination of Buildings or structures or of water or land or the atmosphere and
2. all loss, Damage or Bodily Injury directly or indirectly caused by or arising from such pollution or contamination.

**Principal**

means any person, employer, firm, company, ministry or authority for whom You carry out a contract for the performance of work.

**Product Supplied**

means any product or thing (including containers packaging or labelling) sold, supplied, erected, repaired, altered, treated, installed, processed, manufactured, tested, serviced, hired out, stored, transported or delivered by You in the course of Your Business in, or from the Territorial Limits.

**Property**

means material property.

**Proposal**

means any completed proposal form and or information provided by You or on Your behalf in connection with this insurance Policy including all declarations and/or statement of fact and/or instructions.

**Schedule**

means the document stating the operative Section(s) You have chosen, the Period of Insurance and details Your Business, the Limit of Liability or Sum Insured and/or Total Sum Insured and/or Insurance Provided under the Sections(s).

**Section(s)**

means the parts of this Policy that detail the insurance cover provided for each individual Section of this Policy.

**System**

means computers or other computing and electronic equipment linked to a computer hardware or software programs, data processing equipment, Microchip and anything which relies on a Microchip for any part of its operation and includes for the avoidance of doubt any computer installation.

**Territorial Limits**

means Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

**Terrorism**

means any act, including, but not limited to the use of force or violence, and or the threat thereof of any person or persons, whether acting alone or on behalf of or in connection with any organisations or governments, committed for political, religious, ideological or similar purposes, and/or to put the public or any section of the public in fear.

**Virus**

means programming code designed to achieve an unexpected, unauthorised and/or undesirable effect or operation when loaded onto a System transmitted between Systems by transfer between computer Systems via networks extranets internet electronic mail or attachments thereto or via floppy diskettes or CD-ROMs or otherwise and whether involving self-replication or not.

## Policy Conditions

### Alteration of Risk

The insurance under this Policy will cease if after the commencement of this insurance:

1. Your interest ceases except by death;
2. Your Business be wound up or carried on by a liquidator or administrator or receiver or permanently discontinued;
3. the risk of Damage, accident or Bodily Injury is materially increased unless We state otherwise in writing;

### Misrepresentation Misdescription or Non- disclosure

You must make a fair presentation of the risk in a manner which would be reasonably clear and accessible before entering into this Policy, including if You knew You did not provide a fair presentation of the risk or if You did not care whether You made a fair presentation of the risk We may avoid this Policy and retain all premiums and You shall reimburse Us in respect of all payments already made by Us.

In all other cases if You did not provide a fair presentation of the risk Our rights are set out below:

1. if We would not have entered into this Policy if You had made a fair presentation of the risk We may avoid this Policy and return all premiums to You and You shall reimburse us in respect of all payments already made by Us;
2. if We would have entered into this Policy but on different terms other than as to premium this Policy will be treated as if it had been entered into on those different terms;
3. in addition, if We would have entered into this Policy but would have charged a higher premium We may reduce proportionately the amount to be paid on any claim by reference to the calculation below, in which "X" represents the percentage of the full value of the claim that We shall be required to pay:

$$X = \text{premium charged} \div \text{the premium that would have been charged if You made a fair presentation of the risk} \times 100$$

4. if We would have charged a higher premium, and would have entered into the Policy on different terms, both paragraphs 2 and 3 above shall apply

### Conditions Precedent and Warranties

It is a condition precedent to Our liability that You comply with all terms, conditions and exclusions of this Policy, insofar as they relate to anything to be done or complied with by You.

Where:

1. there has been a failure to comply with a term (express or implied) of this Policy, other than a term which defines the risk as a whole;
- and
2. compliance with such term would tend to reduce the risk of loss of a particular kind and/or loss at a particular location and/or loss at a particular time, the Insurer cannot rely on the breach of such term to exclude, limit or discharge its liability if the Insured shows that the failure to comply with such term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

If You breach any warranty in this Policy, Our liability under the Policy shall be suspended from the time of the breach until the time when the breach is remedied (if it is capable of being remedied). We will have no liability to the Insured for any loss which occurs, or which is attributable to something happening, during the period when the Insurer's liability is suspended.

### **Fraud**

If any claim under this Policy is in any respect fraudulent or if any fraudulent means be used by You, or anyone acting on Your behalf, to obtain any benefit under this Policy, or if any Damage be occasioned by the wilful act or with Your connivance, We may terminate this Policy with effect from the date of the fraudulent or wilful act, and We shall not be liable to provide an indemnity in respect of the claim, and will be entitled to recover any amounts already paid in respect of the claim, and We shall not be liable to provide an indemnity in respect of any act, event, claim or incident after such date, and We shall be entitled to retain all premiums paid in respect of the Policy.

### **Cancellation**

1. Your rights:
  - a. You may cancel this Policy in the first year of insurance within a period which begins 14 days from the commencement of cover or receipt of Policy documentation whichever is the later.
  - b. You may exercise this right by writing to Your insurance adviser or Us instructing cancellation.
2. Our rights:
  - a. We may cancel this Policy at any time by providing You with 14 days notice of cancellation by recorded delivery letter to Your last known Business address.
3. Return of premium, if this Policy is cancelled under the terms of 1) or 2) above and during the current Period of Insurance no refund of premium for the unexpired Period of Insurance will be given.
4. Certificate of insurance, if this Policy is cancelled You must return to Us any current certificate of insurance that has been issued as a statutory requirement to provide evidence of cover.

### **Premium Adjustment**

If the premium for any Section or any part thereof is based on estimates an accurate record containing all particulars relative thereto shall be kept by You.

At all times You will allow Us to inspect such record and shall supply such particulars as We may require within one month from the expiry of each Period of Insurance, and the premium shall thereupon be adjusted by Us subject to the Minimum Premium chargeable for the Section as stated in the Schedule being retained by Us.

At Our request You shall supply an auditors certificate in support of such particulars.

If You fail to supply such particulars within the period stated by Us We shall be entitled to make a reasonable estimate of such particulars and adjust the premium accordingly.

### **Reasonable Precautions**

You shall take all reasonable precautions:

1. to prevent any Event which may give rise to a claim under this Policy;
2. to maintain Your premises and machinery and everything used in Your Business in proper repair;
3. to comply with all statutory and other obligations and regulations imposed by any authority;
4. to make good or remedy any defect or danger which becomes apparent and take such additional precautions as the circumstances may require.

Where the obligations above reduce the risk of a loss of a particular kind, at a particular location, and/or at a particular time and do not define the risk as a whole, We shall not rely on any non-compliance to prevent out

liability under the terms of this Policy, if the non-compliance could not have increased the risk of the loss which actually occurred whilst You are not in compliance with the obligations above.

We shall not be liable to provide an indemnity in respect of any act, event, claim or incident occurring whilst You are not in full compliance with the obligations above.

### **Subjectivity**

1. We will clearly state in a Subjectivity Endorsement attaching to the Schedule if the indemnity provided by this Policy is subject to You:
  - a. providing Us with any additional information requested by the required date(s);
  - b. completing any actions agreed between You and Us by the required date(s);
  - c. allowing Us to complete any actions agreed.
2. If We require, You must allow Us access to Your premises or contract sites or Business to carry out survey(s) and state any risk requirements or actions which require Your compliance by the required date(s).

Upon completion of risk requirements or actions, or notice of trust charge lien or purported assignment or other dealing with or relating to this Policy and or any Section of where they are not completed by the required dates, We may at Our option:

- a. modify the premium;
- b. issue a mid-term Endorsement to the Policy or Section terms Conditions and Exclusions;
- c. require You to make alterations to the Premises or contract sites or Business insured by the required date(s);
- d. exercise Our right to cancel the Policy;
- e. leave the Policy or Section terms Conditions and Exclusions and the premium unaltered.

We will contact You or Your insurance adviser with Our decision, and where applicable specify the date(s) by which any risk requirements or action(s) agreed need to be completed by You and or any decision by Us will take effect.

Our requirements and decisions will take effect from the date(s) specified unless and until they agree otherwise in writing. If You disagree with Our requirements and/or decisions We will consider Your comments, and where We consider appropriate We will continue to negotiate with You or Your insurance adviser and/or representatives to resolve the matter to Your and Our satisfaction.

In the event that the matter cannot be resolved:

1. You have the right to cancel this Policy from a date agreed by You and Us and the Policy Condition Cancellation 3. Return of premium applies;
2. We may at Our option exercise Our right under 2. Our rights of the Policy Condition Cancellation.

Except where stated all other Policy and Section terms, Conditions and Exclusions will continue to apply.

If We exercise either option a. or b. or c. above You have the right to cancel this Policy from a date agreed by You and Us and the Policy Condition Cancellation 3. Return of premium applies.

The above Condition does not affect Our rights at Common Law.

### **Rights of Third Parties**

A person or company 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.



**Assignment**

You shall not assign any of the rights or benefits under this Policy and/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 and or any Section of this Policy.

**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 the Data Protection & Privacy Policy section of this policy wording.

**Several Liability**

Our liability is several and not joint and is limited solely to the extent of our individual proportions as shown in Identity of Insurers. We are not responsible for the subscription of any co-subscribing Insurers or any other Insurer or co- Insurer who for any reason does not satisfy all or part of its obligations.

## 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:

Faith House, 23-24 Lovat Lane, London, EC3R 8EB  
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.

## 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.  
Faith House, 23/24 Lovat Lane, London, EC3R 8EB  
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)

## 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, telephone, date of birth.
Arrange and administer Your policy if You buy one through us.	Necessary for the performance of an insurance contract.	
To notify You of changes in our service.	Our legitimate interests	- Information on your insurance requirements, including details about your home/property.
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.	- Your insurance history, including claims data and other insurance policies you have had.
To provide improved quality and training for SAGIC staff.	Our Legal and Regulatory obligations.	- Sensitive personal information, including previous unspent criminal convictions  - Your marketing preferences
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	Our Legal and Regulatory	

for data access or correction.	obligations.	- Payment details to enable payment of insurance premium.
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,  
23-24 Lovat Lane,  
London, EC3R 8EB

Email:- [DPO@sagic.co.uk](mailto: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.

## Policy Exclusions

### War and similar risks

We shall not provide indemnity under this Policy in respect of any:

1. Damage to any Property whatsoever, or any loss, cost, or expense whatsoever resulting or arising therefrom or any consequential or inevitable loss;
2. legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from any of the following, regardless of any other cause or Event contributing concurrently or in any sequence to the Damage cost expense or liability:
  - a. war, invasion, act(s) of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power or confiscation or nationalisation or requisition by or under the order of any government or public or local authority;
  - b. any action taken in controlling preventing suppressing or in any way relating to a. above.

### Radioactive and Other Contamination

We shall not provide indemnity under this Policy in respect of any:

1. Damage to any Property whatsoever, or any loss cost or expense whatsoever resulting or arising therefrom, or any consequential or inevitable loss;
2. legal liability of whatsoever nature directly or indirectly caused by or contributed to, by, or arising from:
  - 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 other nuclear assembly or nuclear component thereof.

### Date Recognition

We shall not provide indemnity under this Policy in respect of any:

1. Damage to any Property whatsoever, or any loss, cost, or expense whatsoever resulting or arising therefrom, or any consequential or inevitable loss;
2. legal liability of whatsoever nature directly or indirectly caused by, or contributed to by, or consisting of, or arising from the failure of any:
  - a. computer data processing equipment or media Microchip integrated circuit or similar device or;
  - b. other equipment or System for processing storing or retrieving data or;
  - c. computer software, whether Your Property or not, to:
    - i. recognise correctly any date as its true calendar date;
    - ii. capture, save, retain, or correctly manipulate, interpret or process any data information, command or instruction as a result of treating any date otherwise than as its true calendar date;
    - iii. capture, save, retain or correctly process any data as a result of the operation of any programmed command which causes the loss of data or the inability to capture, save, retain or correctly process such data on or after any date;

**Loss of Electronic Data**

We shall not provide indemnity under this Policy in respect of any:

1. Damage to any Property whatsoever or any loss, cost, or expense whatsoever resulting or arising therefrom or any consequential or inevitable loss;
2. legal liability of whatsoever nature directly or indirectly caused by or contributed to by or consisting of or arising from any Damage, destruction, distortion, erasure, corruption or alteration of Electronic Data arising from any cause whatsoever, including but not limited to Virus or any loss of use, reduction in functionality, cost or expense of whatsoever nature relating thereto or resulting therefrom regardless of;
3. any other cause or Event contributing concurrently or in any sequence to the Damage, destruction, distortion, erasure, corruption, alteration, reduction, cost or expense, provided that this Policy Exclusion shall not apply to the indemnity provided under the:
  - a. Public Liability Section of the Liability Section against legal liability in respect of accidental:
    - i. Bodily Injury to any person;
    - ii. wrongful arrest wrongful detention false imprisonment or malicious prosecution.

**Sanction Limitation and Exclusion**

We shall not provide insurance, nor be liable to pay any claim and/or provide any benefit hereunder to the extent that the provision of such insurance and/or payment of such claim, and/or provision of such benefit, would expose Us and/or any member of Our group to any sanction, and/or prohibition, and/or restriction under United Nations Resolutions, and/or the trade, and/or economic sanctions, and/or laws, and/or regulations of any country.



## Section 1:- Public Liability

### Public Liability Section Cover

We will indemnify You against legal liability for damages in respect of accidental:

1. Bodily Injury to any person;
2. Damage to Property;
3. wrongful arrest, wrongful detention, false imprisonment or malicious prosecution

Occurring during the Period of Insurance within the Territorial Limits in connection with Your Business or Cherished Vehicle

### Limit of Liability

1. Our Limit of Liability for damages payable in respect of any Event shall not exceed the amount stated as the Limit of Indemnity for this Section in the Schedule provided that:
  - a. the Limit of Liability shall not exceed £2,000,000 or the amount stated as the Limit of Indemnity for this Section in the Schedule, whichever is the lower for liability in respect of Terrorism.
2. Unless otherwise stated herein or endorsed hereon any costs and expenses for which an indemnity is provided under this Section will be payable in addition to the Limit of Liability applicable.

### Section Extensions

The terms Conditions and Exclusions of this Policy apply to these Section Extensions, and where no limit or maximum liability is stated in the Extensions the Section Limit of Liability applies.

### Additional Activities

We will provide indemnity in respect of liability caused by or arising from any of the activities stated below where these are undertaken as part of and are ancillary to Your Business:

1. participation in exhibitions trade fairs conferences and the like;
2. sponsorship of events or organisations or entities or individuals;

### Claimants' Costs and Expenses

We will provide indemnity against legal liability for all costs and expenses recoverable by any claimant in connection with any claim to which the indemnity applies.

### Costs of Court Attendance

If any of the under mentioned persons attending court as a witness at Our request in connection with a claim in respect of which You are entitled to indemnity under this Section, We will reimburse You at the following rates per day for each day on which attendance is required:

1. any director or partner of the Insured £500;
2. any Employee £250.

### Defence Costs and Expenses

We will provide indemnity in respect of all:

1. costs incurred with Our written consent of legal representation at any
  - a. coroner's inquest or other inquiry in respect of any death
  - b. proceedings in any court in respect of any act or omission causing or relating to any Event
2. other costs and expenses incurred with Our written consent in relation to any matter

### Environmental Legislation

means any legislation for the protection of the environment or control of Pollution or Contamination.

### **Indemnity to Other Persons**

We will also provide indemnity as if a separate Policy had been issued:

1. to the legal personal representatives of You or any other person entitled to indemnity under this Policy but only in respect of liability incurred by You or such other person;

### **Motor Vehicles**

Section Exclusions 2c. shall not apply to liability caused by or arising from:

1. the use of plant as a tool of trade at Your Premises or on any site at which You are working;
2. the loading or unloading of any vehicle or the bringing to or taking away of a load from any vehicle;
3. Damage to any building, bridge, weighbridge, road, or to anything beneath caused by vibration or by the weight of any vehicle or its load, provided that We shall not provide indemnity against liability:
  - a. in respect of which compulsory insurance or security is required under any legislation governing the use of the vehicle;
  - b. for which indemnity is provided by any other insurance.

### **Manslaughter and Corporate Manslaughter Defence Costs**

We will provide indemnity to You in respect of legal costs and expenses incurred with Our written consent in the defence of any criminal proceedings brought in connection with an allegation (whether under common law or statute) of manslaughter, corporate manslaughter or corporate homicide, including such legal costs and expenses incurred in an appeal against conviction arising from such proceedings and prosecution costs awarded in connection therewith provided that:

1. the proceedings relate to an offence alleged to have been committed during the Period of Insurance and in the course of Your Business;
2. Our liability under this Extension for all costs and expenses shall not exceed £5,000,000 or the amount stated as the Limit of Liability for the Public Liability Section in the Schedule, whichever is the lower in the aggregate during any one Period of Insurance;
3. all amounts payable under this Extension will form part of and are not payable in addition to the Limit of Liability;
4. We agree details of the specific solicitor or counsel who are to act on behalf of each party to be defended prior to their appointment;
5. We shall not provide indemnity in respect of:
  - a. fines or penalties of any kind or the cost of implementing any remedial order or publicity order;
  - b. costs and expenses in connection with an appeal unless the solicitor or counsel advise that there are strong prospects of succeeding in the appeal or recovering costs awarded against You or any other person entitled to indemnity, and at all times throughout the appeal process it being understood and agreed that any change to such prospect of success during the appeals process may result in indemnity being removed;
  - c. costs and expenses for which indemnity is provided by another source or any other insurance, or where but for the existence of this Extension would have been provided by such source or insurance proceedings:
    - i. brought within any country outside of the Territorial Limits;
    - ii. consequent upon a deliberate act by, or omission of, any person entitled to indemnity under this Extension if the result thereof could reasonably have been expected having regard to the nature and circumstances of such act or omission;

- iii. which arise out of any activity or risk excluded by this Policy;
  - iv. which relate other than to Bodily Injury or potential Bodily Injury to an Employee in the course of Your Business;
  - v. which relate, other than to Bodily Injury or potential Bodily Injury, to an Employee in the course of Your Business, and other than to Products Supplied unless the Public Liability Section is operative at the time when the offence was committed;
6. the director or partner or Employee shall, as though they were You, be subject to the terms Conditions and Exclusions of this Policy insofar as they can apply.

## Section Exclusions

We shall not provide indemnity against liability:

1. in respect of Bodily Injury to any Employee arising out of and in the course of employment by You in connection with Your Business;
2. caused by or arising from the ownership or possession or use by You or on Your behalf of any:
  - a. aircraft or aerospace device or hovercraft;
  - b. watercraft other than hand propelled watercraft or other watercraft not exceeding 8 metres in length;
  - c. mechanically propelled vehicle unless stationary and the engine is turned off:
    - i. for which compulsory insurance or security is required under any legislation governing the use of the vehicle;
    - ii. where indemnity is provided by any other insurance.
3. Caused by or arising from any Product Supplied after it has ceased to be in Your custody or under Your or any Employees control other than food or drink for consumption on Your Premises.
4. Contractual Liability unless the sole conduct and control of claims is vested in Us, but We will not in any Event provide indemnity in respect of liquidated damages or liability under any penalty clause, or Damage to Property which comprises contract works executed.
5. in respect of Damage to Property:
  - a. belonging to You;
  - b. in Your or any Employees custody or under their control, other than personal effects including vehicles and their contents of any visitor, director, partner and or Employee of Yours;
  - c. being that part of any Property on which You or any Employee or agent of Yours is or has been working where Damage arises out of such work.
6. For the Excess amount stated in the Schedule to this Section other than in respect of Damage to Premises including their fixtures and fittings leased rented or hired to You.
7. in respect of Pollution or Contamination.
8. against liability caused by or arising from advice design or specification You provided for a fee;
9. against liability:
  - a. in respect of mental injury, mental anguish, or shock or fear of suffering, death, Bodily Injury, illness or Disease arising out of the actual, alleged or suspected presence or release of Asbestos or exposure to or inhalation of Asbestos;
  - b. for the costs of management, including those of any persons under any statutory duty to manage, removal, mitigation, remediation, repair, alteration, recall, rectification, replacement or reinstatement of any property or part thereof arising out of the presence of Asbestos;
10. against liability for punitive exemplary or aggravated damages or any additional damages resulting from the multiplication of compensatory damages.
11. directly or indirectly resulting from or in consequence of the fitting of tyres.

12. directly or indirectly resulting from the use, sale, supply or care of dogs defined as dangerous by the Dangerous Dogs Act 1991 or subsequent legislation.
13. or benefit for any legal liability resulting from the dismantling of vehicles or retrieval of parts by members of the public.
14. in respect of loss of Damage to property arising from the failure or alleged failure or unsuitability of any Products supplied or installed by or on behalf of the Insured to perform correctly their or its intended function.
15. abuse and molestation exclusion We will not cover claims for bodily injury caused by or arising from:
  - a. abuse or threat, or any form of cruelty;
  - b. exploitation;
  - c. molestation, intimate or inappropriate contact or inappropriate behaviour of a sexual nature.

## **Section Conditions**

### **Claims (Contribution)**

If at the time of any Event to which this Section applies there is, or but for the existence of this Section there would be any other insurance covering the same Damage or liability, We shall not be liable under this Section except in respect of any Excess beyond the amount which would be payable under such other insurance had this Section not been effected.

### **Claims (Discharge of Liability)**

We may at any time at Our sole discretion pay to You the Limit of Liability applicable (less any sum or sums already paid in respect or in lieu of damages) or any lesser sum for which the claim or claims against You can be settled and We shall not be under any further liability in respect of such claim or claims except for other costs and expenses for which We may be responsible incurred prior to such payment, provided that in the event of a claim or series of claims resulting in Your liability to pay a sum in excess of the Limit of Liability applicable Our liability under the Public Liability Section for costs and expenses shall not exceed an amount being in the same proportion as Our payment to You bears to the total payment made by or on behalf of You in settlement of the claim or claims.