



**THE SALVATION ARMY GENERAL  
INSURANCE CORPORATION LTD**

**COMMERCIAL GOODS  
POLICY**

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## Your Policy

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This is a contract of Insurance between You the Insured and Us the Insurer covering Your Premises in the United Kingdom.

It is essential that all material details affecting the risk are disclosed to Us at the outset or immediately they occur if any alterations arise in future. If You have any doubt whether any detail is material You should tell Us so that We can decide.

In return for payment by You of the premium, We will insure You against Damage as defined within, occurring during the Period of Insurance stated in the Policy Schedule, or any subsequent period for which You shall have paid the premium and We shall have accepted the premium, in accordance with the relevant Sections specified in Your Insurance Schedules, subject to the terms, conditions and exclusions of this Policy.

Almost certainly Your needs will change. If they do please tell Us. Your Policy is designed for easy amendment and an updated Schedule will be sent to You each time there is an alteration in cover or to the Sums Insured. Updated Schedules should be kept with the Policy so that You can refer to them to check the full details of the cover currently in force. Similarly, renewal Schedules and any notice which We might issue from time to time should be kept with this Policy.

Please read Your Schedule and this policy and return them to Us for amendment if they are not in accordance with Your requirements.

This Policy should be kept in a safe place – You may need to refer to it if You have to make a claim.

## Useful Information

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### Law applicable to the Policy

Unless We and You have agreed otherwise in writing this Policy shall be governed and construed in accordance with English Law unless the Premises are located in Scotland in which case Scottish Law shall apply.

### Making a claim

Should You need to make a claim then please check Your Policy for cover details and then phone:-

**0300 030 1865**

## Definitions (Applying to all Sections)

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Each time the following words or phrases are used in this Policy, or on Your Schedule they will have the specific meaning shown below:

### Acts of Terrorism

Means an act, including but not limited to the use of force or violence and/or the threat of thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

### Business

Means the Business described in the Policy Schedule including

- i. the ownership (including maintenance) of Buildings specifically insured by this Policy.
- ii. the provision and management of canteen, social, sports and welfare facilities for Your Employees.
- iii. first aid, fire and ambulance services.
- iv. private work carried out with Your consent for You or any of Your directors partners or other senior officials of Your Business by any of Your Employees within the Geographical Limits.

### Damage

Loss, destruction or Damage.

### Employee

Includes:-

- i. any person under a contract of service or apprenticeship with You
- ii. a person under a contract of service or apprenticeship with some other employer and who is hire to or borrowed to You
- iii. a labour master or person supplied by him
- iv. a person engaged by a labour only sub-contractor
- v. a self-employed person working on a labour only basis under Your control or supervision
- vi. a driver or operator of hired-in plant
- vii. a trainee or person undergoing work experience
- viii. a voluntary helper
- ix. persons working under the Community Offenders Act 1978 Community Offenders (Scotland) Act 1978 or similar legislation
- x. at Your request outworkers or home workers employed under contracts to execute personally any work in connection with the Business

whilst engaged in working for the Insured in connection with the Business

### Excess

An amount to be deducted from any claim settlement. The amount of any Excess is stated in this Policy or shown on Your Schedules. Where an Excess applies, the amount shown is deducted from each and every claim arising from the cause concerned.

**Injury**

Means death, bodily injury, illness, disease or shock.

**Insurance Schedules / Schedule**

The separate document issued to you containing details of You, the Premises, activities, Sections of the Policy which apply, Sums Insured, the Period of Insurance, together with details of premiums due from You.

**Insured/You/Your**

The person(s), company or organisation (including a board of trustees) named in the Schedule as the policyholder.

**Insurer/We/Our/Us**

The Salvation Army General Insurance Corporation Limited (Sagic)

**Insured Event**

The circumstances of an incident for which cover applies to an event covered by the Section.

**Insured Property**

The Insured Property described in Your Schedules.

**Period of Insurance**

The period commencing with the effective date shown in Your Schedules and ending 12 months later for which We agree to provide the insurance described in this Policy in return for Your payment of, or agreement to pay the premium.

**Personal Effects**

The term "Personal Effects" means clothing and personal property worn or carried in everyday life, including watches, jewellery, valuables, furs, leather goods, electronic items, mobile phones and sports equipment (when not in use).

**Policy**

The wording together with all Schedules, endorsements and notices attached or issued by the Insurers.

**Pollution**

Means:-

- i. Pollution or contamination by naturally occurring or man-made substances forces or organisms or any combination of them whether permanent or transitory and however occurring and
- ii. all loss destruction damage or Injury directly or indirectly caused by such Pollution or contamination

**Premises**

The Buildings stated in Your Schedules.

**Sections**

Details of the cover as set out in this Policy by Section, which correspond with the Sections shown in Your Schedules.

**Sum Insured / Limit of Liability**

The Sum Insured as shown in Your Schedules against any Section or Item, is the maximum we will pay for all claims arising out of any one incident.

**Territorial Limits**

The United Kingdom of Great Britain and Northern Ireland, the Isle of Man, and the Channel Islands.

**Money**

Coins, bank and currency notes, postal orders, money orders, securities for money, crossed bankers drafts, unused postage stamps, unrecorded cheques received, travellers cheques, National Savings stamps and certificates, premium bonds, luncheon vouchers, charity and consumer redemption vouchers, gift tokens, credit

and debit card sales vouchers, Giro payment orders, Value Added Tax purchase vouchers, luncheon vouchers, gift tokens and unused credit on postal franking machines all belonging to You or for which You are responsible.

#### **Transit**

Transit means whilst the money is being transported directly

- i. between the Premises and the home of any Employee with Your consent.
- ii. to or from the bank.

#### **Unoccupied**

Buildings or any part thereof that have become Unoccupied or untenanted for a period of more than 30 consecutive days.

#### **Valuables**

Jewellery, watches, furs, items or sets or collections of gold, silver or other precious metals, works of art, sets of stamps, coins or medals all belonging to You, but not property more specifically insured by any other policy

## **General Conditions**

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Unless otherwise stated the following conditions apply to all Sections of this Policy:

#### **Schedules**

This Policy and Your Schedules (which form an integral part of this Policy) shall be read together as one contract and any words or expressions, to which specific meanings have been attached in any part of this Policy, or of Your Schedules, shall bear such specific meanings wherever they may appear.

#### **Reasonable Precautions**

You shall take all reasonable precautions to prevent Damage to the Insured Property.

#### **Alterations**

You must advise Us as soon as possible about any change in circumstance which increases the risk of Damage to the Insured Property.

#### **Cancellation**

We may cancel this Policy by giving 30 days' notice in writing by recorded delivery to Your last known address and We shall return a proportionate part of the premium of the unexpired period of the Policy. You may cancel this Policy by giving Us written instructions. Provided no claim has been made during the current Period of Insurance, You will be entitled to a proportionate return of premium for the unexpired period of this Policy, less an administration charge.

#### **Fraudulent claims**

If You, or anyone acting on Your behalf, make(s) a claim under this Policy knowing the claim to be false or fraudulent in any way, this Policy will become void and all claims under it will be forfeited. If You have made a deliberately false statement, or declaration in connection with the contract between You and Us, this Policy will become void and all claims under it will be forfeited.

#### **Data Protection**

All personal data provided by You will be treated by Us as confidential and will not be disclosed to any third party without Your consent unless permitted by law or as set out in our Data Protection & Privacy Policy which you will find included in this Policy.

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

A person or company who was not 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 Condition does not affect any right or remedy of a third party which exists or is available other than by virtue of this Act.

### **Discharge of Liability**

We may at any time pay the Limit of Indemnity or the Sum Insured or a smaller amount for which a claim can be settled after deduction of any sum already paid. We will not make any further payment except for Costs and Expenses incurred prior to the payment of the claim.

### **Fair Representation**

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

If a breach of such duty is:

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

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

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

## **Claims Conditions (Applying to all Sections)**

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If You fail to comply with any of Your responsibilities shown below we may at our option refuse to deal with Your claim or reduce the amount for payment as We deem appropriate and We may cancel Your Policy.

### **Action by You**

#### **Immediate Notice**

On the happening of any event which may give rise to a claim You must tell Us immediately, or as soon as reasonably possible and give Us all the assistance we may reasonably require.

#### **Inform Police**

Inform the Police immediately if any Damage is caused by:

- i. Theft or any attempt thereat.
- ii. Malicious persons or vandals.
- iii. Riot, civil commotion, strikes or labour disturbances.
- iv. Impact by any Road Vehicle or animal.

#### **Supply Full Details**

Supply to Us at Your expense full details of the claim in writing including any supporting evidence and information (e.g. photographs) that We require within the following periods of time:

- i. 7 days for damage by riot, civil commotion, strikes, labour disturbances or malicious persons,

- ii. 30 days after any other Damage or accident.

**Minimise Loss**

Take immediate action so far as is reasonably practical to minimise loss, recover lost property and prevent further Damage or accident.

**Recoveries**

At Our request and at Our expense do or allow to be done everything reasonably required by Us, for the purpose of making recoveries from other parties, whether such action is necessary before or after We pay Your claim under this Policy.

**Our rights****Enter the Premises**

We or Our appointed representative have the right to enter any Building where Damage has occurred and take and keep any of the Insured Property and to deal with salvage in a reasonable manner. We have the right to the salvage of any Insured Property. You cannot abandon any property to Us.

**Benefit of Your rights**

We are entitled to take the benefit of Your rights against another person.

**Repair or Reinstatement**

If We elect to repair, reinstate or replace any property, We shall only do so in a reasonably sufficient manner and We shall not spend more than the relevant Sum Insured.

**Arbitration**

Where We have accepted a claim under this Policy, but We and You cannot agree on the amount to be paid, the disagreement shall be referred to an arbitrator appointed by You and Us, in accordance with the statutory provisions for the appointment of an arbitrator. Where this occurs an award must be made by the arbitrator, before legal proceedings can be commenced against Us.

**Subrogation**

Any claimant under this Policy shall at the request and at the expense of Us, do and concur in doing, and permit to be done all such acts and things as may be necessary or reasonably required by Us for the purpose of enforcing any rights and remedies, or of obtaining relief or indemnity from other parties to which We shall be or would become entitled or subrogated upon its paying for or making good any Damage under this Policy, whether such acts and things shall be or become necessary or required before or after Your indemnification by Us.

**Our Responsibilities****We will:**

Deal with Your claim quickly, promptly and fairly.

Keep You informed on the status of Your Claim from time to time.

Once the claim is agreed, settle the claim promptly in accordance with the appropriate Basis of Settlement set out in this Policy.

**Claims Guarantee:**

Following a claim, any permanent work carried out by a supplier provided by sagic are guaranteed for 1 year from completion of the works.

## General Exclusions (Applying to all Sections)

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In addition to the exclusions mentioned in each Section of this Policy, the following exclusions apply:

This Policy does not cover Damage caused by or resulting from:

### **Intentional causes**

Intentional causes, at Your direction or with Your knowledge.

### **War**

War, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power or confiscation or nationalisation or requisition or destruction of or Damage to property by or under the order of any governments or public or local authority.

### **Ionising Radiations or Radioactivity**

Any loss or expense whatsoever resulting or arising therefrom or any consequential loss directly or indirectly caused by or contributed to by or arising from:

- i. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
- ii. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

### **Terrorism**

Any act of Terrorism, as defined in the next paragraph, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this exclusion an act of terrorism includes any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological, or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and which:

- i. involves violence against one or more persons; or
- ii. involves damage to property; or
- iii. endangers life other than that of the person committing the action; or
- iv. creates a risk to health or safety of the public or a section of the public; or
- v. is designed to interfere with or to disrupt an electronic system.

Also excluded is any Damage, cost, or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with any action taken in controlling, preventing, suppressing, retaliating against, or responding to any act of terrorism.

### **Riot, in Northern Ireland**

Any Insured Property in Northern Ireland or loss resulting therefrom caused by or happening through or in consequence of:

- i. riot or civil commotion
- ii. any unlawful, wanton or malicious act committed maliciously by a person or persons acting on behalf of or in connection with any Unlawful Association.

"Unlawful Association" means any organisation which is engaged in Terrorism and includes an organisation which at any relevant time is a prescribed organisation within the meaning of the Northern Ireland (Emergency Provisions) Act, 1973.

In any action, suit or other proceedings where We allege that by reason of this condition any Damage is not covered by this Policy the burden of proving that such damage is covered shall be upon You.

### **Electronic Data**

- i. Distortion, erasure, corruption or alteration of Electronic Data from any cause whatsoever (including but not limited to Computer Virus) or loss of use, reduction in functionality, cost,



expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

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.

Computer Virus means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. Computer Virus includes but is not limited to "Trojan Horses", "worms" and "time or logic bombs".

- ii. However, in the event that a peril listed below results from any of the matters described in paragraph i. above, this Policy, subject to all its terms, conditions and exclusions, will cover Damage occurring during the period of insurance to the Insured Property directly caused by such listed peril.

Listed Perils:     Fire  
                          Explosion

#### **Electronic Data Processing Media Valuation**

It is understood and agreed that should electronic data processing media included in Your Schedules suffer Damage insured by this Policy, then the basis of valuation shall be the cost of the blank media plus the costs of copying the Electronic Data from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling such Electronic Data. If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media. However this Policy does not insure any amount pertaining to the value of such Electronic Data to You or any other party, even if such Electronic Data cannot be recreated, gathered or assembled.

#### **Consequential Loss**

Consequential Loss of any kind or description.

#### **Other Policies**

Recoverable under any other policy, except for a proportionate share.

#### **Pressure Waves**

Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds

#### **Pollution**

As defined in the General Definitions and Interpretations other than Pollution resulting in Damage to property insured by this Policy or interruption of or interference with the Business not otherwise excluded caused by any of the following perils:-

Fire, Explosion, Aircraft, Earthquake, Riot, Malicious Damage, Storm, or Flood, Escape of Water, Impact, Sprinkler Leakage, Theft, or Subsidence.

#### **Date Recognition Failure**

This Policy does not cover:-

- i.     Damage
- ii.    interruption of or interference with the Business
- iii.   Costs and Expenses other than in connection with Employers' Liability
- iv.    legal expenses

directly or indirectly caused by or consisting of or arising from the failure of any computer data processing equipment or media microchip integrated circuit or similar device or any computer software whether the property of the Insured or not

- i.     correctly to recognise any date as its true calendar date
- ii.    correctly to capture save retain and/or correctly to manipulate interpret or process any data

or information or command or instruction as a result of treating any date otherwise than as its true calendar date

- iii. correctly to capture save retain or process any data as a result of the operation of any command which causes the loss of data or the inability correctly to capture save retain or process such data

Provided that (i) and (ii) shall not apply to

- a. subsequent Damage or
- b. subsequent interruption of or interference with the Business

not otherwise excluded which results from any of the following perils

Fire, Explosion, Aircraft, Earthquake, Riot, Malicious Damage, Storm, or Flood, Escape of Water, Impact, Sprinkler Leakage, Theft, or Subsidence.

#### **Deliberate Damage or Criminal acts**

Any deliberate, malicious or willful acts or arising from any criminal activity by You.

#### **Communicable Disease**

An outbreak of any human infectious or contagious diseases (either known/discovered or unknown/undiscovered at the date of the inception of the insurance policy), whether notifiable or otherwise.

#### **Wear & Tear or Gradually Operating**

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

#### **Faulty Workmanship**

Faulty workmanship, defective design or the use of defective materials.

#### **Breakdown**

Mechanical or electrical breakdown.

#### **Cyber**

Any loss, damage, liability, cost or expense caused deliberately or accidentally by:

- i. the use of or inability to use any application, software, or programme;
- ii. any computer virus;
- iii. any computer related hoax relating to a) and/or b) above.

However, where a fire or explosion occurs as a result of a) or b) above, we will still cover damage resulting from that fire or explosion.

## **Complaints Procedure**

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### **The complaints procedures apply to all Sections of the Policy.**

Sagic greatly values its customers and aims to provide excellent products and services.

We are committed to treating our customers fairly and use a friendly approach in all communications with clients. However, We recognise that sometimes circumstances may arise where You feel You have cause for complaint.

We always do our best to resolve complaints as quickly, thoroughly and fairly as possible. This document explains how We respond to Your complaint and what You can expect if You complain.

#### **How to make a complaint**

If You have purchased Your policy from a broker, please initially submit Your complaint to them. Alternatively, if You have purchased this policy directly from sagic, then please contact Us and tell Us:

- Your name, address and contact details
- Your policy details (if applicable)

- Details of what has gone wrong and when it happened

**You can contact us by:**

**Telephone:** 0300 030 1865

**Email:** [complaints@sagic.co.uk](mailto:complaints@sagic.co.uk)

**Post:**

The Complaints Department,  
The Salvation Army General Insurance Corporation Limited,  
Saxon House, 27 Duke Street, Chelmsford, CM1 1HT

**Our Complaints Handling Process**

We aim to resolve complaints as quickly as possible and within 3 working days of receiving Your complaint. If Your complaint is resolved within 3 days, We will send You a Summary Resolution Communication that includes contact details for the Financial Ombudsman Service (FOS). If You are dissatisfied with Our response, You can refer Your complaint to the FOS within six months from the date of the Summary Resolution Communication.

However, some complaints are more complex and may require more time to investigate and resolve. If this is the case, We will write to You within 5 working days of receiving your complaint, summarising the complaint to ensure We have understood it correctly. We will also provide You with copy of this document, 'Making A Complaint'.

We will keep You updated throughout Our investigation into Your complaint and will write to You after 4 weeks if We are still investigating Your complaint.

When We have completed Our investigation, We will write to You within eight weeks and provide You with a Final Response, or a response that explains any further delay in investigating the complaint, and why We are unable to provide a final response at this stage.

If You are not satisfied with Our response, You can refer Your complaint to the Financial Ombudsman Service. You have six months to do this from the date of our Final Response or Our response that explains further delay with the investigation. We will provide You with a FOS leaflet or link to the online version of the leaflet at this stage of the process.

**The Financial Ombudsman Service (FOS)**

The Financial Ombudsman Service is a free, independent service for resolving disputes between customers and financial services institutions.

Contact details:

**Telephone:** 0800 023 4567 or 0300 123 9123

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

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

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

## Elements of Policy Cover (Applying to all Sections)

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Each section gives precise details of the cover You have chosen subject to any variation shown on Your Schedules or by separate document, together with any specific terms and conditions applying to that Section.

Within each Section is:

**Definitions**

Explanation of the specific meaning of a number of words which, wherever they appear in this Section, always has the same meaning.

**What is covered by the Section**

The events for which each item is covered by the Section of the Policy, subject to any variation shown on Your Schedules or any specific exclusions as detailed under each item.

**What is not covered by the Section**

Description of events, circumstances or occurrences, which are not covered under the Section of the Policy.

**Conditions which apply to the Section**

Fundamental matters that affect the way the Section of the Policy operates.

**Warranties applying to the Section.**

These are requirements that You must comply with, otherwise any breach of a warranty may result in You not being covered.

## Section A – ‘All Risks’

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### Definitions (Applying to Section A only)

**Specified Items**

All items described in your Schedules under this Section for which a sum insured is shown.

**Cargo**

Goods in Your care, custody or control, for the purposes of the Insured Services.

Excluding:

- i. money, credit or debit cards, other negotiable instruments.
- ii. motor vehicles licensed for road use or their accessories, trailers, caravans, watercraft or aircraft.
- iii. living creatures, trees, shrubs, plants or other vegetation.
- iv. any property more specifically insured in this or any other Policy.

### What is Covered Under Section A

If during the Period of Insurance the Insured Property described above and /or more specifically in Your Schedules under this Section suffers Damage whilst anywhere in the United Kingdom of Great Britain & Northern Ireland, the Isle of Man and the Channel Islands caused by any Insured Event detailed below, We will pay in accordance with the terms of this Section for the cost of the Damage.

Any item with a Sum Insured of zero or marked “Not Insured” in the Schedule is not covered by this Section.

**Insured Events Under Section A**

Property lost or accidentally damaged by any physical cause not excluded under “What is not covered under Section A” below.

### What is Not Covered Under Section A

In addition to the exclusions detailed in the part of the Policy entitled “General Exclusions” as far as they may apply, this Section does not cover:

**Excess**

In respect of each and every loss arising out of one event, We shall not be liable for the amount of the Excess stated in Your Schedule.

**Damage caused by or resulting from:**

- i. wear, tear, depreciation or any gradually operating cause.

- ii. climatic conditions, actions of light, atmospheric or climatic conditions, or frost.
- iii. change in temperature, dampness, dryness, shrinkage or evaporation.
- iv. moths, vermin, insects, parasites, woodworm, fungus, mildew or rot.
- v. defective design faulty workmanship, latent defect, or the use of defective materials.
- vi. any process of cleaning, washing, dyeing, altering, repairing, renovating or restoring.
- vii. corrosion, rust, contamination, change in colour or finish, dust, chemical action or reaction.
- viii. scratching and denting in the course of normal use.
- ix. theft from unattended road vehicles or trailers, other than from a locked concealed luggage boot, or concealed luggage compartment by forcible and violent entry, provided all doors, windows and other openings are left closed, securely locked and properly fastened, and all security devices installed in the vehicle are operative.
- x. mechanical or electrical fault, breakdown or failure or use contrary to the manufacturer's instructions.
- xi. confiscation or detention by Customs or other officials.
- xii. depreciation
- xiii. transit other than by you, your Employees or members or a recognised transit provider.
- xiv. the Insured Property being left overnight in a place of entertainment, unless handed to the proprietor or manager of the place of entertainment for safe keeping and locked away in secure storage with any installed security devices in operation.
- xv. mysterious disappearance and unexplained shortages.
- xvi. the cost of replacing undamaged items or part of an item solely because it forms part of a set, suite, pair, or one of a number of items of a similar nature, colour or design.
- xvii. any property which at the time of Damage is insured by a more specific insurance.

#### Conditions Applying to Section A

In addition to the conditions detailed in the part of the Policy entitled "General Conditions" as far as they may apply, the following conditions apply to this Section:

#### Reinstatement

Claims will normally be settled by repair or replacement of the item lost or damaged:-

- i. If an item is damaged and can be repaired the maximum amount payable by Us will be the cost of the repair.
- ii. If an item is lost or is damaged beyond economic repair, We will, at Our option, pay for or supply a replacement of similar quality, specification and functionality.
- iii. The fact that the sum insured is sufficient to purchase a replacement of better quality will not entitle You to an upgrade, so ensure that Your Sum Insured is at the correct level for a like for like replacement.
- iv. If You wish to upgrade the item that is to be replaced to one of a better type or quality, You may pay any extra amount needed to do so.
- v. If the item lost or destroyed can be replaced, but You opt for a cash settlement, then the sum payable will limited to the cost of replacement less a deduction for depreciation, wear and tear.
- vi. Whatever method of settlement is agreed upon, in no case shall the amount payable by Us exceed the Sum Insured on the item that is the subject of the claim.

#### Limit of Liability

The maximum amount payable during any Period of Insurance under any Specified Item is the Sum Insured shown in the Schedule for the Specified Item.

#### Warranties – Applying to Section A

##### Fire and Intruder Alarm

It is warranted that when a fire and/or an intruder alarm system is installed in a Building at the Premises:

- i. Each system shall be installed in accordance with an agreed specification and no alteration or variation of each of the systems or any structural alteration to the buildings, which would affect the systems, shall be made without our written consent.
- ii. Each system shall be maintained in full and efficient working order at all times and be serviced under maintenance contracts and immediate notice of any apparent defect in either of the

- systems or their signaling shall be given to the maintenance contractors.
- iii. The intruder system shall be tested and set whenever the alarmed portion of the premises is not attended by you or any person authorised by you to be responsible for the security of the premises, provided that any detection devices and their circuits connected for continuous protection shall be fully operative at all times.
  - iv. You must tell us immediately of any notice from the Police or a security organisation that intruder alarm system signals may be or will be disregarded.
  - v.

#### **Keys**

You must:

- i. remove from the premises all keys to the exit doors and safes or strongrooms, including duplicate keys, details of combination lock numbers, electronic pass codes and letters and numbers relative to safes, strongrooms or intruder alarms whenever the premises are closed or left unattended.
- ii. ensure that such keys are kept on the person of a responsible individual or individuals or kept in a locked receptacle at other times.

#### **Security**

It is warranted that all protective devices including locks and bolts fitted to buildings at the premises be brought into use whenever the premises are not attended by you or by any person authorised by you to be responsible for the security of the premises.

## 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.	<ul style="list-style-type: none"> <li>- Basic personal details such as name, address, email, telephone, date of birth.</li> <li>- Information on your insurance requirements, including details about your home/property.</li> <li>- Your insurance history, including claims data and other insurance policies you have had.</li> <li>- Sensitive personal information, including previous unspent criminal convictions.</li> <li>- Your marketing preferences</li> <li>- Payment details to enable payment of insurance premium.</li> </ul>
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	
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, 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.