



THE SALVATION ARMY GENERAL INSURANCE CORPORATION LTD

DISABLED STUDENTS ALLOWANCE

EXCESS INSURANCE POLICY

(EX DS 07-25)

Registered Office:

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

Tel: 0300 300 1865

Fax: 0300 030 1866

E-mail: enquiries@sagic.co.uk

Registered No: 101071 England

Contents

About Your Policy	1
Policy Definitions	3
Policy Conditions	4
Claims Conditions	5
Policy Exclusions	6
Complaints Procedure	6
Policy Cover	7
Data Protection & Privacy Policy	8

About Your Policy

Welcome to **Your** Disabled Student Allowance (DSA) Excess Insurance Policy. This insurance is designed to protect **You** for the monetary difference between the **DSA Equipment** offered to **You** by the DSA Scheme and the **Upgraded Equipment** that **You** purchased.

This insurance was arranged by Summit Insurance Services Limited. Summit Insurance Services Limited is referred to as the **Administrator** in this Policy Document.

Their contact details are: Summit Insurance Services Limited, 5 Cloisters House, Cloisters Business Centre, 8 Battersea Park Road, London SW8 4BG. Telephone: 01788 566144.

The insurance is underwritten Sagic:-

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

This Policy Document and **Your Insurance Schedule** are **Your** insurance documents together they make up the contract between **You** and **Us**. It is important that **You** read this Policy Document carefully along with **Your Insurance Schedule** so **You** can be sure of the cover provided and to check that it meets **Your** needs.

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 provide the Insurance described in this policy for the **Period of Cover** that is shown in the **Insurance Schedule** and for any subsequent period which the Insurer and **You** may agree. **Your** policy start date is shown on **Your Insurance Schedule**.

This policy will not be in force unless the correct premium has been received, and it has been agreed by an authorised official of the Insurer and confirmation sent to **You** with the **Insurance Schedule**.

The Policy Sections, Definitions, terms, Conditions and Exclusions, Insurance 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.

Important Information Changes in Your circumstances

The policy has been issued based upon information which **You** have given to the Insurer about **Yourself** and **Your Upgraded Equipment**. **You** must tell the Insurer immediately of any changes to this information including any change of address.

You must also notify the Insurer if **You** have been convicted of handling stolen goods, fraud, forgery, robbery, theft or if **You** have been declared bankrupt.

If **You** do not reveal any relevant information the consequences may be that the policy is void and any claim **You** have, may be invalidated.

Your legal rights

This Insurance is in addition to **Your** legal rights and is not to be substituted for the supplier's liability if the **Upgraded Equipment** is found to be unfit for the purpose for which they were intended or are not as described or are not of satisfactory quality.

Eligibility for Cover

It is a condition precedent to **Our** liability under this insurance contract that the following matters are true and accurate at all times during the Period of Insurance:

- a) **You** must be aged 16 or over at the time of purchasing this insurance.
- b) **Your Upgraded Equipment** must be less than 12 months old when **You** bought this insurance.
- c) **Your Upgraded Equipment** must not have been lost, stolen or damaged before the start date of this insurance.
- d) **You** must own the **Upgraded Equipment** to be insured, which must not have been purchased second hand, at auction or from an online auction website.
- e) **Your Upgraded Equipment** must have been purchased within the United Kingdom, the Isle of Man or the Channel Islands.
- f) **Your** registered address must be in the United Kingdom, the Channel Islands or the Isle of Man, and **Your Upgraded Equipment** must have been manufactured to a UK specification
- g) **You** must be a permanent resident in the United Kingdom, the Channel Islands or the Isle of Man.
- h) The **Insured Value** to be insured cannot exceed a value of £3,000.

If **You** do not meet the eligibility requirements above, **We** will not provide any cover under this policy.

Please contact the Administrator as soon as possible if **You** are unable to meet the eligibility requirements, or if **You** have any queries.

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.

Active War means **Your** active participation in a War where **You** are deemed under English Law to be under instruction from or employed by the armed forces of any country.

Administrator means the party, person or company who arranged this insurance on **Your** behalf. This is Summit Insurance Services Limited, 5 Cloisters House, Cloisters Business Centre, 8 Battersea Park Road, London SW8 4BG Tel: 01788 563 100

DSA Equipment means the IT equipment offered to **You** by the DSA Scheme which **You** decided not to take

Insured Event is a claim on the **Repair and Replace** programme as offered by the DSA scheme.

Insurance Schedule means the document which names **You** as the policyholder and sets out what this policy covers **You** for. It will confirm the **Period of Cover**, the items of Equipment insured by this policy and the **Item Sum Insured**. **Your Insurance Schedule** will be replaced whenever **You** make any changes to the policy.

Nuclear risks means ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

Period of Cover means the period between the start date and end date as stated on **Your Insurance Schedule**.

Repair and Replace means the programme offered by the DSA scheme to repair and replace **Your Upgraded Equipment** up to the value of the **DSA Equipment**.

Sum Insured means the maximum **We** will pay in the event of a claim and in aggregate for the **Period of Cover** for that item of equipment. This is the difference between the **DSA Equipment** and **Upgraded Equipment** values.

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

Upgraded Equipment means the Equipment that **You** purchased which has a value in excess of the **DSA Equipment** value.

War means: (a) War, invasion, acts of foreign enemies, hostilities (whether War be declared or not), civil War, rebellion, revolution, insurrection, military or usurped power, riot or civil commotion assuming the proportions of, or amounting to, an uprising, military or usurped power, or (b) Any act of terrorism, or (c) Any act of War or terrorism involving the use of, or release of, a threat to use any nuclear weapon or device or chemical or biological agent.

We/Us/Our/Insurer means The Salvation Army General Insurance Corporation Limited (Sagic).

You/Your/Yourself means the individual as specified on the **Insurance Schedule** who owns the insured Equipment, applied for this insurance and has paid the appropriate premium.

Policy Conditions

Manufacturer's Warranty:

If an item of equipment is damaged or suffers a breakdown and is still within the manufacturer's warranty period, it is a condition precedent to liability that **You** should follow the warranty returns process specified by the manufacturer.

Fraudulent Claims or Misleading Information

If any claim made by **You** or anyone acting on **Your** behalf under this insurance is fraudulent, deliberately exaggerated or intended to mislead, at **Our** sole discretion **We** may:

- a) Not pay **Your** claim; and
- b) Recover (from **You**) any payments **We** have already made in respect of that claim; and
- c) Terminate **Your** insurance from the time of the fraudulent act; and
- d) Inform the police of the fraudulent act.

If **Your** insurance is terminated from the time of the fraudulent act, **We** will not pay any claim for any incident which happens after that time and may not return any of the insurance premium(s) already paid.

Replacement Equipment

Replacement equipment will automatically be covered for the remainder of the period of cover.

Cancellation By You:

You have the right to cancel this policy within 14 days of the date **You** purchased the policy or when **You** received the policy documents, if this is later. This is known as **Your** cooling off period. **You** do not need to provide a reason for cancellation, and **We** will provide a full refund of any premium paid, unless **You** have made a claim or there has been an incident likely to result in a claim.

If **You** wish to cancel the policy after 14 days, **We** will provide a refund, less a proportionate charge for any cover already provided, unless a claim has been made or there has been an incident likely to result in a claim. This will be based on the number of months remaining until the expiry date, less an administration fee applied by the **Administrator** of £10.

If a claim has occurred or there has been an incident likely to result in a claim no refund of premium will be provided.

Cancellation By Us:

We may at any time cancel any insurance policy by giving 30 days' notice in writing, where there is a valid reason for doing so. A cancellation letter will be sent to **You** at **Your** last known address. Valid reasons may include but are not limited to: -

- a) Non-payment of premium;
- b) Threatening and abusive behaviour;
- c) Failure to provide documents;
- d) Non-compliance with policy terms and conditions.

If **We** cancel **Your** policy, **We** will provide a refund of **Your** premiums less a charge for the cover already provided, unless the reason for cancellation relates to Fraud.

Information You have provided - Insurance Act 2015

You must take reasonable care to provide accurate and complete answers to all the questions **You** are asked when **You** take out or make changes to this policy. **You** must notify the **Administrator** as soon as possible if any of the information in **Your** policy documents is incorrect or if **You** wish to make a change to **Your** policy. If **You** do not provide accurate and complete answers to the questions **You** are asked, or **You** fail to notify the **Administrator** of any incorrect information or changes **You** wish to make, **Your** policy may not operate in the event of a claim. **We** may not pay any claim in full or **Your** policy could be invalid. No term of this insurance contract is intended to limit or affect the statutory rights and obligations of the parties to this contract under the effect of the Insurance Act 2015.

Claims Conditions

How to make a Claim

You must report any damage to the DSA "Supplier" who supplied **Your Upgraded Equipment** as soon as possible for a claim to be made under the policy

Policy Exclusions

Sanctions

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

Complaints Procedure

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

Contact Summit Insurance Services Limited, Suite 2, Bloxham Court, Corporation Street, Rugby CV21 2DU.
Telephone: 01788 566144. Email complaints@compucover.co.uk

If **Your** complaint cannot be resolved by the end of the third working day, Summit Insurance Services Ltd will pass it to sagic to review:

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

Telephone: 0300 030 1865

E-mail: complaints@sagic.co.uk

If it is not possible to reach an agreement, **You** have the right to make an appeal to the Financial Ombudsman Service.

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

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

Policy Cover

Agreement with Underlying Policies

If an **Insured Event** occurs within the territorial limits as a result of any cause that is not excluded by this policy, the Insurer will, at its sole discretion:

Pay the difference between the DSA Equipment and Upgraded Equipment values based on the cost of the repair or replacement. The calculation will be

(Cost of repair / Cost of replacement) less the **DSA Equipment value** = Amount to be paid under this policy

If the cost of repair or replacement is less than the **DSA Equipment value**, there will be no claim payable under this Policy.

We will not provide any cover for:

- a) Any claim if **You** do not meet the eligibility requirements for this policy.
- b) Any event for which the **Repair and Replace** programme has not paid out.
- c) Any ex-gratia payments made by the DSA that is not covered by the **Repair and Replace** programme.
- d) Any claim which is covered under the warranty or guarantee provided by the manufacturer or retailer of the **Upgraded Equipment**.
- e) Any claim resulting from the failure of an item of **Upgraded Equipment** to correctly recognise or process any calendar date or time.
- f) Value added tax (VAT) if **You** are registered for VAT with HM Revenue and Customs.
- g) Any additional carriage costs if an item of **Upgraded Equipment** needs to be collected from, or delivered to, an address outside the United Kingdom, Channel Islands or Isle of Man.
- h) Any costs or expenses which are not directly associated with the incident which caused the claim. For example, the cost of replacing any data or software which was stored on an item of Equipment.
- i) Reconnection costs or subscription fees of any kind.
- j) Any loss other than the cost of repairing or replacing an item of **Upgraded Equipment**.
- k) Any liability arising out of **Your** use or ownership of an item of **Upgraded Equipment**, including any illness or injury resulting from it.
- l) War or acts of Terrorism.
- m) **You** engaging in active War.
- n) Nuclear risks.
- o) Damage resulting from pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.
- p) We shall not provide any benefit under this contract of insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

Data Protection & Privacy Policy

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

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

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

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