

Block of Flats Policy



INSURANCE
CORPORATION

Welcome

Welcome to the Insurance Corporation of the Channel Islands.

Thank you for choosing us as your insurer.

Your Policy (including the Schedule, Endorsements, Clauses and Certificates) is evidence of a legal contract and the document should be kept in a safe place.

We are happy to provide duplicates if you mislay any part of your documentation.

Please read the Policy and Schedule carefully and if they do not meet your needs return them to us or your insurance intermediary.

Law Applicable

Under the laws of the United Kingdom (England, Scotland, Wales and Northern Ireland) both parties may choose the law which applies to this contract, to the extent permitted by those laws. Unless the parties agree otherwise in writing, the Insurer has agreed with the Insured that the law which applies to this contract is the law which applies to the part of the United Kingdom in which the Insured is based, or, if based in the Channel Islands or the Isle of Man, the law of whichever of those two places in which the Insured is based.

The parties have agreed that any legal proceedings between them in connection with this contract will only take place in the courts of the part of the United Kingdom in which the Insured is based, or, if the Insured is based in either the Channel Islands or the Isle of Man, the courts of whichever of those two places in which the Insured is based.

Your right as an Insured to take legal action remains unaffected by the existence or use of any complaint procedure.

Statutory Status – Important Notice to Insureds

Registered Insurer

Insurance Corporation of the Channel Islands Limited, registered in Guernsey (No. 10569), is licensed and regulated by the Guernsey Financial Services Commission, and is also licensed and regulated by the Jersey Financial Services Commission and the Insurance and Pensions Authority in the Isle of Man.

Insurance Corporation of the Channel Islands Limited is a member of the RSA Group of Companies.

Compulsory Insurance (Employers' Liability) outside of Guernsey

In respect of any insurance under this policy, required to meet legislation enacted in Great Britain and Northern Ireland, Jersey and the Isle of Man the registered insurer shall be:

Royal & Sun Alliance plc (no 93792), Registered in England and Wales at St Mark's Court, Chart Way, Horsham, West Sussex, RH12 1XL. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Royal & Sun Alliance plc is a member of the RSA Group of Companies.

Customer Care

Claims Helpline

We recognise that losses mean disruption to your business and that the ultimate test of any insurance policy is providing a fast, effective claims service. Should you need to make a claim under your policy. Please contact your broker for advice in the first place.

Alternatively you can contact our Claims Team on 01481 707592 during business hours or by email icci.claims@insurancecorporation.com

In the event of an emergency outside normal business hours, please ring 07781 108739, where you will be able to speak to Channel Islands Adjusters, our preferred loss adjuster for large or emergency insurance claims.

Please quote your Policy Number which can be found on your Schedule.

Emergency Repairs

Should emergency repairs be needed to your property, we will put you in touch with a tradesman from our carefully selected panel. You will have to pay the cost of any work done, but where the damage is caused by an insured event, you can of course submit the cost as part of your claim. Whatever the nature of the emergency, you just need to make a single phone call.

Advice Lines

Where do you turn for answers to questions that affect your business? Our advice lines will put you in touch with highly qualified experts who can offer information and assistance on a wide range of issues:

- Legal assistance,
- Health and Safety issues,
- Tax advice.

Please call the 24 hour Helpline 0345 078 7543 quoting code 70201.

Claim Notification

Conditions that apply to this Policy in the event of a claim are set out in the Policy Conditions pages of this Policy. It is important that you comply with all Policy Conditions and you should familiarise yourself with their requirements.

Directions for claim notification are included in the Policy Conditions. Please remember that events that may give rise to a claim under this insurance must be notified as soon as reasonably possible although there are some situations where immediate notification is required.

The Policy Conditions require you to provide us with any reasonable assistance and evidence that we may require concerning the cause and value of any claim. Ideally, as part of your initial claim notification, you should provide:

- Your name, address, and your email and contact numbers
- Personal details necessary to confirm your identity
- Policy number
- The date of the incident
- The cause of the loss or damage
- Details of the loss or damage together with claim value if known or in respect of injury the nature and extent
- The crime reference number where applicable
- Names and addresses of any other parties involved or responsible for the incident (including details of injuries) and addresses of any witnesses.

This information will enable us to make an initial evaluation on policy liability and claim value. We may, however, request additional information depending upon circumstances and value which may include the following:

- Original purchase receipts, invoices, instruction booklets or photographs
- Purchase dates and location of lost or damaged property
- For damaged property, confirmation from a suitably qualified expert that the item you are claiming for is beyond repair.

Sometimes, we or someone acting on our behalf may wish to meet with you to discuss the circumstances of the claim, to inspect the damage or to undertake further investigations.

We take pride in the claims service we offer to our customers. Our philosophy is to repair or replace lost or damaged property, where we consider it appropriate, and we have developed a network of contractors, repairers and product suppliers dedicated to providing claim solutions.

Where we can offer repair or replacement through a preferred supplier but we agree to pay cash settlement, then payment will normally not exceed the amount we would have paid our preferred supplier.

Block of Flats Insurance Policy

Your Policy

This Policy is a contract between you (also referred to as the Insured or your) and us (also referred to as the Insurer, we, our or Insurance Corporation of the Channel Islands).

We would advise for clarity that although there may be more than one party detailed as Insured in the Schedule, in terms of the application of Sums Insured, Limits of indemnity or cover under the Policy, there is still only one Insured or one party or legal entity so there will only be two parties to the contract of insurance.

This Policy and any Schedule, Endorsements, Clauses and Certificates should be read as if they are one document.

Our acceptance of this risk is based on the information presented to us being a fair presentation of your business including any unusual or special circumstances which increase the risk and any particular concerns which have led you to seek insurance.

We would draw your attention to the Policy Conditions – Policy Voidable where in the event of deliberate or reckless misrepresentation and/or non-disclosure of any unusual or special circumstances which increase the risk, we may void the policy.

Our continued acceptance is based on any changes from the original information presented being advised and accepted by us.

We also draw your attention to the Policy Conditions – Alterations where a change in risk shall allow us to avoid a claim or impose additional terms or conditions.

Any reference to the singular will include the plural or vice versa.

Any reference to any statute or statutory instrument will include any modifications or re-enactment thereto.

This Policy may be cancelled:

- A By us giving 30 days notice, in writing, to you at your last known address
- B By you giving 30 days notice, in writing, to us at the address shown in the Schedule.

You will be entitled to a proportionate return of premium unless a claim has been made in the current Period of Insurance.



Mandy Hunt
Managing Director, Insurance Corporation of the Channel
Islands

Definitions

The words listed below carry the same meaning wherever they appear in the Policy in bold print:

Policyholder/You/Your

Those named in the Schedule as the Insured

We/Us/Our

Insurance Corporation of the Channel Islands Ltd

Buildings

The Block of Flats and its outbuildings, garages, swimming pools, tennis courts, squash courts, patios, terraces, drives, roads, footpaths, walls, gates, hedges and fences, and landlords or freeholders' fixtures and fittings (including fitted carpets in common halls, stairways and other common parts) all on the same site or premises

Property not covered:

- Aerials, satellite aerials, their fittings or masts

Fees

Architects, surveyors and other professional fees which **You** have to pay in connection with repairing or reinstating the **Buildings**

Costs not included:

- Those which **You** have to pay to prepare a claim or those **You** incur without **Our** permission

Removal of Debris

Any amount **We** agree to pay for removing debris, demolishing, propping or shoring up parts of the **Buildings** which have been damaged

Public Authorities Requirements

The additional costs **You** have to pay to repair the damage to comply with any building regulations laws or ordinances of the applicable public or local authority

Costs not included:

- Any costs for complying with requirements or regulations notified before the damage occurred
- Any amount exceeding 15% of the buildings sum insured in respect of undamaged parts of the buildings

Resident

The owner, lessee or occupier (and other relations who normally live with them) of any flat in the **Buildings**

Business

The ownership or management of the **Buildings**

Accidental Damage

Damage caused by violent external means

Contents

Furniture carpets (other than fitted carpets), furnishings and all other property belonging to **You** or for which **You** are responsible in the common halls, stairways, other common parts or individual flats in the Block of Flats or its outbuildings or garages including aerials, satellite aerials and their fittings or masts

Property not covered:

- Caravans, small craft, motor vehicles, trailers, vessels, aircraft and their respective accessories while attached
- Living creatures
- Clothing, personal effects, money and stamps
- Articles of precious metal, jewellery, furs, collections of coins, medals or stamps or works of art
- Securities, certificates and documents
- Property used or held for a business or profession other than the **Business**
- Property more specifically insured by this or another Policy
- Property belonging to any **Resident**
- Landlords fixtures and fittings

Damage

Accidental loss destruction or damage

Employee

- (i) Any person under a contract of service or apprenticeship with **You**
- (ii) Any labour master or labour-only sub-contractor or person supplied by them
- (iii) Any person under study or work experience schemes
- (iv) Any self-employed person
- (v) Any volunteer worker
- (vi) Any person hired or borrowed by **You** from a public authority, company, firm or individual

} while working for **You** in connection with the **Business**

Excess

The first part of each and every claim which **You** must pay as shown in the Policy and or the Schedule. If claims are made under two or more sections for the loss or damage caused by the same insured cause at the same time, the highest **Excess** only will be deducted from the total amount of the claims

Period of Insurance

Any period during which this Policy is operative as described in the Schedule

Terrorism

Any act including but not limited to the use of force or violence or the threat thereof by any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government 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

Unoccupied

Not lived in by any **Resident** or by any other person with the permission of any **Resident**

SECTION 1 — THE BUILDINGS

1 CAUSES OF DAMAGE INSURED

The **Buildings** are insured against **Damage** by the following causes:

We will not pay for
— Any **Excess** shown in the schedule

a Fire, Explosion, Lightning, Earthquake

b Smoke

— **Damage** caused by smog, agricultural or industrial operations or any gradual process

c Escape of water or oil from any fixed water or heating installation or domestic appliance

— **Damage** to the component or appliance from which the water or oil escapes
— **Damage** to any flat that has been **Unoccupied** for 30 consecutive days

d Impact involving an aircraft aerial device or anything falling from them, or by a vehicle, train or animal

— **Damage** caused by chewing, scratching, tearing, or fouling by domestic pets owned by a **Resident**
— **Damage** caused by insects or vermin

e Falling trees or branches

— **Damage** to gates, hedges, fences or tennis courts
— felling or lopping of trees by **You** or on **Your** behalf

f Falling aerials, satellite aerials, their fittings or masts

— **Damage** to the aerial, satellite aerial, fitting or mast

g Riot, Civil Commotion, Strike, Labour or Political Disturbance

h Malicious persons or vandals

— **Damage** to any flat that has been **Unoccupied** for 30 consecutive days
— **Damage** caused by any **Residents** or their guests to the flat in which the **Resident** lives

i Storm or Flood

— **Damage** to gates, hedges, fences or tennis courts
— **Damage** caused by frost or by wet or dry rot
— **Damage** caused by subsidence, movement, landslip, cracking, splintering or flaking

The **Buildings** are insured against **Damage** by the following causes:

We will not pay for

j Subsidence or heave of the site beneath the **Buildings** or landslip

- Any **Excess** shown in the Schedule
- **Damage** to outdoor swimming pools, tennis courts, patios, terraces, drives, roads, footpaths, walls, gates, hedges or fences unless the Block of Flats or an outbuilding, squash court or garage is damaged at the same time
- **Damage** caused by the bedding down of new structures or settlement of newly made up ground
- **Damage** to solid floor slabs, or resulting from their movement, unless the foundations beneath the external walls of the Block of Flats are damaged at the same time
- **Damage** caused by river or coastal erosion
- **Damage** resulting from:
 - demolition or structural repairs or alterations to the **Buildings**
 - faulty workmanship, defective design or the use of defective materials in the **Buildings**

k Theft or attempted theft

- **Damage** caused by **You, Your** family or any of **Your** directors or **Employees**
- **Damage** to any flat that has been **Unoccupied** for 30 consecutive days
- **Damage** caused by any **Resident** to the flat in which the **Resident** lives.

2 ADDITIONAL COVER

This Cover also provides insurance against:

We will not pay for

a Pipes and Cables

Accidental Damage to those underground services (including their inspection covers) supplying or taking waste from the **Buildings**

- **Damage** which **You** or any **Resident** are not legally responsible to repair or replace
- **Damage** solely caused by mechanical or electrical fault or breakdown

b Glass and Sanitary Ware

Breakage of fixed glass in walls, doors and roofs including double glazed units, solar panels, ceramic hobs or tops and wash basins, pedestals, baths, sinks, lavatory pans and other sanitary ware in the **Buildings**

- Breakage of swimming pool tiles
- **Damage** to any flat that has been **Unoccupied** for 30 consecutive days

c Water or Heating Installations

Damage to any fixed domestic water or heating installations caused by freezing, overheating or abnormal water pressure

- **Damage** to external installations caused by freezing unless reasonable precautions have been taken to prevent freezing
- **Damage** resulting from rusting corrosion or general wear and tear
- **Damage** to any flat that has been **Unoccupied** for 30 consecutive days

d Loss of Rent

While

- the flat in which any **Resident** lives is unfit to live in or
- access to any **Resident's** flat is denied as a result of **Damage** by any of the causes insured

We will pay the

- (i) Rent (including ground rent) **You** should have received but have lost in respect of such flats
- (ii) Rent which continues to be payable by any **Resident** in respect of such flats, if **You** are acting as Manager on behalf of **Residents**

- Loss of Rent when the **Buildings** are not repaired in accordance with the claims settlement for **Buildings**

e Cover During Sale

If

- (i) **You** contract to sell the **Buildings**, or any part of them
- or
- (ii) any **Residents** contract to sell their interests in their flats

the purchaser who completes the sale shall have the benefit of the insurance provided by this section of the policy up to the date of completion, provided the **Buildings** are not otherwise insured

This Cover also provides insurance against:

We will not pay

f Trace and Access

We will pay the costs and expenses **You** pay with **Our** written permission to find the source of any **Damage** caused by the escape of water from a fixed water or heating system and then to repair the **Buildings**

— More than £10,000 in any one
Period of Insurance

g Emergency Services

Damage to gardens caused by the emergency services

— More than £5,000 any one claim

h Lock and Keys

If **You** or the **Residents** lose the keys to the inside or outside doors of the **Buildings** or to safes or alarms in the **Buildings** or they are stolen, or there is **Accidental Damage** to the locks of the outside doors, safes or alarms,

We will either pay the cost of:

- changing parts of the locks; or
- replacing the locks if **We** choose

— More than £1,000 any one claim

3 ACCIDENTAL DAMAGE

This Cover does not apply unless the Insurance Schedule states that **Accidental Damage** is included

What is insured

We will not pay for

Accidental Damage

- The first £100 of each and every loss
- **Damage** caused by:
 - a Wear and tear, settlement or shrinkage
 - b Wet or dry rot, atmospheric conditions, vermin, insects, chewing, scratching or soiling by domestic pets, fungus or a gradually operating cause
 - c Faulty workmanship, defective design or the use of defective materials
- The cost of maintenance and normal redecoration
- **Damage** excluded elsewhere in this Policy

4 INFLATION PROTECTION FOR BUILDINGS

Index-Linking

To help to combat inflation the Sums Insured on the **Buildings** will be automatically increased in accordance with the relevant sections of the Index of Retail Prices as issued by the States of Guernsey & Jersey, the Department of Trade and Industry of the United Kingdom and the Government of the Isle of Man (or an alternative index selected by the **Us**).

Protection after Loss

The Sum Insured will continue to be index-linked following loss or damage by any cause listed in this Cover while the **Buildings** are being reinstated, provided **You** take all reasonable steps to ensure that the reinstatement is carried out without undue delay

5 CLAIMS SETTLEMENT FOR SECTION 1

Following **Damage** by any of the causes insured **We** will settle **Your** claim as explained below

- a If the parts of the **Buildings** which have suffered **Damage** by any of the causes insured are repaired or replaced, **We** will pay **You** the cost of any necessary work done without any reduction for wear, tear or betterment if at the time of the loss:
 - the **Buildings** are in good repair
 - the Sum Insured is not less than the full cost of rebuilding the **Buildings**
- b If the parts of the **Buildings** which have suffered **Damage** by any of the causes insured are not repaired or replaced or the **Buildings** are not in good repair, or the Sum Insured is less than the full cost of rebuilding the **Buildings**, **We** will pay **You** at **Our** option:
 - i the cost of reinstating the **Damage** less an allowance for any wear, tear or betterment or
 - ii the difference between the value of the **Buildings** prior to the **Damage** and the value of the **Buildings** following the **Damage** or
 - iii if at the time of **Damage** the Sum Insured on **Buildings** is less than the value of the **Buildings** then **You** shall be considered as being **Your** own insurer for the difference and shall bear a rateable share of the loss accordingly
- c **We** will also pay the following if the parts of the **Buildings** which have incurred **Damage** by any of the causes insured are repaired or replaced
 - i **Fees**
 - ii **Removal of Debris**
 - iii **Public Authorities Requirements**
 - iv Loss of Rent

THE BUILDINGS _____

Amount Payable

The maximum amount payable in respect of any one incident is the Sum Insured on **Buildings** (less any **Excess**) including **Fees, Removal of Debris, and Public Authority Requirements**

We will in addition pay up to the following for Loss of Rent:

- | | | |
|--------------------------|-----|---|
| in respect of each flat: | i | 20% of the Sum Insured specified for that flat |
| | | or |
| | ii | 20% of the sum produced by dividing the Sum Insured (excluding an amount for Common Parts) by the number of flats, where a Sum Insured is not specified for each flat |
| in total | iii | 20% of the Sum Insured on the Buildings |

The Sum Insured on **Buildings** will not be reduced following payment of a claim except for Exclusion 9 shown in "Exclusions which apply to the Whole Policy"

6 LIABILITY TO THE PUBLIC

Insurance is provided up to the Limit of Indemnity shown in the Schedule in connection with any one incident or series of incidents constituting one occurrence, and any other legal costs which **You** have to pay, provided **We** agree them by letter in respect of:

accidental bodily injury, death or disease of any person

or

accidental loss of or damage to property arising during any period in which this policy is operative

- a in connection with the **Buildings**
- b from commercial visits anywhere in the world in connection with the **Business** by **You** or **Your** directors or non-manual **Employees** permanently resident in the Channel Islands or elsewhere in the British Isles

We will also cover in the terms of this Paragraph:

- the owner or lessee of any flat
- If **You** so request, any of **Your** directors or **Employees** as though each has been insured separately in the terms of this Paragraph
- If **You** should die **Your** legal personal representatives will have the protection of this Cover provided that:
 - i such persons observe the terms of the Policy insofar as they can apply
 - ii no other policy covers their liabilities

We will also pay up to the Limit of Indemnity shown in the Schedule for any single event that happens during any insurance period and is caused by **You** having owned any **Buildings** in the past, and which arises because of Section 3 of the Defective Premises Act 1972 or Section 5 of Defective Premises (Northern Ireland) order 1975. **We** will only pay if:

- at the time of the event **You** no longer have a legal title or any other interest in the **Building**; and
- there is no other insurance which covers your legal responsibility

If this Policy is cancelled when **You** sell the **Building** **You** will be insured for up to 7 years under the terms of this paragraph

We will not pay

for liability directly or indirectly arising from

- Injury, death or disease of **You** or any member of **Your** family or any **Employee** arising out of and in the course of employment by **You** in connection with the **Business**
- Loss or damage to property owned, occupied or in the custody or control of **You**, any member of **Your** family or any **Employee**
- An agreement unless the liability would have existed without the agreement
- The employment, business or profession of any **Resident**
- The use of mechanically or electrically propelled vehicles (other than gardening equipment), caravans, aircraft or boats
- Occupation (and not ownership) by any **Resident** of a flat in the **Buildings**

for liability directly or indirectly arising in respect of

- Any of **Your** directors or **Employees** for which **You** would not have been covered if the legal action had been brought against **You**

For mental injury or fear of suffering bodily injury death disease or illness arising out of actual or suspected exposure to Asbestos, Asbestos Dust or Asbestos Containing Materials

Asbestos shall mean crocidolite amosite chrysotile fibrous actinolite fibrous anthophyllite or fibrous tremolite or any mixture containing any of those minerals

Asbestos Dust shall mean fibres or particles of Asbestos

Asbestos Containing Materials shall mean any material containing Asbestos or Asbestos Dust

7 LIABILITY TO EMPLOYEES

Insurance is provided for up to the limit specified in **Your** policy schedule which **You** become legally liable to pay in respect of accidental bodily injury, death or disease of any **Employee** arising out of and in the course of employment by **You** in connection with the **Business**

occurring

- a in the Channel Islands Isle of Man Great Britain or Northern Ireland
- b anywhere in the world in respect of commercial visits by **You** or **Your** directors or non-manual **Employees** permanently resident in the Channel Islands, United Kingdom or British Isles

We will also pay any other costs expenses and advocates and or solicitors fees which **You** have to pay, provided **We** agree them by letter

We will not pay for liability directly or indirectly arising from

—An agreement unless the liability would have existed without the agreement

—The liability of any principal in respect of

—Any of **Your** directors or **Employees** for which **You** would not have been covered if the legal action had been brought against **You**

when an Employee is

(i) carried in or upon a vehicle

(ii) entering or getting on to or alighting from a vehicle

in circumstances where any road traffic legislation requires insurance or security

We will also cover in the terms of this Paragraph:

- the owner or lessee of any flat
- If **You** so request, any of **Your** directors or **Employees**

as though each had been insured separately in the terms of this Paragraph provided that:

- i such persons observe the terms of the Policy insofar as they can apply
- ii no other policy covers their liabilities

If **You** should die **Your** legal personal representatives will have the protection of this Cover

The cover provided by this Paragraph is in accordance with the provisions of any law enacted in the Channel Islands, Great Britain, Northern Ireland or the Isle of Man relating to the compulsory insurance of liability to **Employees** but **You** shall repay to **Us** all sums paid by **Us** which **We** would not have been liable to pay but for the provision of such law

HEALTH AND SAFETY AT WORK

We will pay legal costs and expenses incurred by **You** or any of **Your Employees** or directors in the defence of any criminal proceedings brought for a breach of the relevant Health and Safety legislation applicable in the Channel Islands Great Britain Northern Ireland or the Isle of Man committed during the **Period of Insurance**. **We** will also pay legal costs and expenses incurred with **Our** written consent in an appeal against convictions arising from such proceedings

We will not be liable for payment of fines or penalties

SECTION 2 — THE CONTENTS

1 PERILS COVERED

The **Contents** are insured against **Damage** by the following causes while they are in the common halls, stairways, other common parts or individual flats in the Block of Flats or its outbuildings or garages:

We will not pay for
— Any **Excess** shown in the schedule

a Fire, Explosion, Lightning, Earthquake

b Smoke

— **Damage** caused by smog agricultural or industrial operations or any gradual process

c Escape of water or oil from any fixed water or heating installation or domestic appliance

— **Damage** to the component or appliance from which the water or oil escapes
— **Damage** to any flat that has been **Unoccupied** for 30 consecutive days

d Impact with a building involving an aircraft, aerial device or anything falling from them, or by a vehicle, train or animal

— **Damage** caused by chewing, scratching, tearing or fouling by domestic pets owned by any **Resident**
— **Damage** caused by insects or vermin

e Falling trees or branches

f Falling aerials, satellite aerials, their fittings or masts

g Riot, Civil Commotion, Strike, Labour or Political Disturbance

h Malicious persons or vandals

— **Damage** to any flat that has been **Unoccupied** for 30 consecutive days
— **Damage** caused by any **Residents** or their guests to the **Contents** of the flat in which the **Resident** lives

i Storm or Flood

The **Contents** are insured against **Damage** by the following causes while they are in the common halls, stairways, other common parts or individual flats in the Block of Flats or its outbuildings or garages:

We will not pay for

-
- | | |
|---|---|
| <p>j Subsidence or heave of the site beneath the Buildings or landslip</p> | <ul style="list-style-type: none"> — Damage caused by bedding down of new structures or settlement of newly made up ground — Damage resulting from the movement of solid floor slabs unless the foundations beneath the external walls of the Block of Flats are damaged at the same time — Damage caused by river or coastal erosion — Damage resulting from: <ul style="list-style-type: none"> — demolition or structural repairs or alteration of the Buildings — faulty workmanship, defective design or the use of defective materials |
| <p>k Theft or attempted theft</p> | <ul style="list-style-type: none"> — Loss by deception, unless it is only entry that is gained by deception — Damage caused by You or Your family or any of Your directors or Employees — An Excess of £100 in respect of theft or attempted theft from: <ul style="list-style-type: none"> — the common parts unless force is used to gain entry into or exit from the Block of Flats — an outbuilding or garage unless force is used to gain entry into or exit from the building — an individual flat unless force is used to gain entry into or exit from the flat — Damage caused by any Resident to the Contents of the flat in which the Resident lives — Damage to any flat that has been Unoccupied for 30 consecutive days |

2 ADDITIONAL COVER

This Cover also provides insurance against:

a Mirrors and Glass

Breakage of mirrors, glass or ceramic hobs or tops to furniture and fixed glass in furniture all in the common parts or individual flats in the Block of Flats or its outbuildings or garages

We will not pay for

— Any **Excess** shown in the schedule

— **Damage** to any flat that has been **Unoccupied** for 30 consecutive days

b Closed Circuit T.V.'s

Accidental Damage to closed circuit security T.V. systems in the common parts of the Block of Flats

— Mechanical or electrical breakdown
— **Damage** caused by cleaning, assembling, repairing or dismantling of the apparatus

3 ACCIDENTAL DAMAGE

This cover does not apply unless the Insurance Schedule states that "**Accidental Damage**" is included

What is insured

Accidental Damage to **Contents**

We will not pay for

— The first £100 of each and every loss

— **Damage** caused by:

i wear and tear, settlement or shrinkage

ii wet or dry rot atmospheric or climatic conditions, vermin, insects, fungus or a gradually operating cause

iii faulty workmanship, defective design or the use of defective materials

iv repairing, restoring or dyeing

v chewing, scratching, tearing or fouling by domestic pets

— Deterioration of food

— **Damage** solely caused by mechanical or electrical fault or breakdown

— Any loss, destruction or damage specifically excluded elsewhere in this Policy

— **Damage** to television and radio apparatus and aerials arising during the fitting adjustment repair or dismantling of any part of the apparatus or aerial

4 INFLATION PROTECTION FOR CONTENTS

To help combat inflation the Sums Insured on the **Contents** will be automatically increased in accordance with the relevant sections of the Index of Retail Prices as issued by the States of Guernsey, States of Jersey, the Department of Trade and Industry of the United Kingdom and the Government of the Isle of Man (or an alternative index selected by **Us**).

5 CLAIMS SETTLEMENT FOR SECTION 2

Following **Damage** by any of the causes insured **We** will settle **Your** claim as explained below

Provided that at the time of **Damage** the Sum Insured on **Contents** is at least equal to the cost of replacing all the **Contents** as new
We will at **Our** option

either	pay the cost of repairing	}	any item of Contents which suffer Damage
	pay the cost of replacing as new		
	with an item of similar quality,		
	replace as new with an item of similar quality		
or	make a cash payment for		

except for Exclusion No. 9 shown in "Exclusions which apply to the Whole Policy"

If the Sum Insured at the time of **Damage** is not as described above, **We** may make a deduction for wear, tear or betterment on all items which have suffered **Damage**

Amount Payable

The maximum amount payable in respect of any one incident is the Sum Insured on **Contents** (less any **Excess**)

Unless otherwise stated in the Schedule, **We** will pay not more than £500 for any picture or work of art

The Sum Insured on **Contents** will not be reduced following payment of a claim except for any claim incurred or caused by **Terrorism**

If at the time of **Damage** the Sum Insured on **Contents** is less than the value of the **Contents** then **You** shall be considered as being **Your** own insurer for the difference and shall bear a rateable share of the loss accordingly

SECTION 3 — ALTERNATIVE ACCOMMODATION

Insurance is provided for the costs of comparable alternative accommodation incurred by any **Resident** while

a the flat in which the **Resident** lives is unfit to live in

or

b access to the **Resident's** flat is denied

as a result of **Damage** insured under Section 1 – The Buildings

Amount Payable

The maximum amount payable in respect of any one incident is:

i in respect of each flat – the Limit per Flat shown in the Schedule

ii in total – the Sum Insured on Alternative Accommodation

except for Exclusion No. 9 shown in "Exclusions which apply to the Whole Policy"

INFLATION PROTECTION FOR SECTION 3

The Sum Insured on Alternative Accommodation and the Limit per Flat will be adjusted monthly in accordance with the relevant sections of the Index of Retail Prices as issued by the States of Guernsey & Jersey, the Department of Trade and Industry of the United Kingdom and the Government of the Isle of Man (or an alternative index selected by **Us**).

CONDITIONS WHICH APPLY TO THE WHOLE POLICY

1 Policy Terms and Conditions/Precautions

You and any other person entitled to cover under this Policy must comply with its terms and conditions

You must take all reasonable steps to prevent or minimise loss, damage or accident and maintain insured property in a sound condition and good repair

2 Other Insurance

If **Damage** or legal liability covered under this Policy is also covered by any other insurance **We** will not pay more than **Our** rateable proportion of any claim

3 Annual Premium Cancellation

You may cancel the Policy by giving **Us** written instructions. **We** may cancel the Policy. If **We** cancel the Policy, **We** will write to **You** at **Your** last known address confirming that all cover will cease 7 days after the date of **Our** letter. If the Policy is cancelled either by **You** or **Us**, **You** will receive a full refund of premium for any unexpired period of cover provided no claims have been made and no claims are to be made

4 Monthly Premium Cancellation

You may cancel the Policy by giving **Us** written instructions. **You** should also instruct **Your** Bank or Building Society to cancel **Your** Direct Debit arrangement

We may cancel the Policy. If **We** cancel **Your** Policy or **Your** Policy is cancelled because **Your** Bank or Building Society is not prepared to honour **Your** Direct Debit application **We** will write to **You** at **Your** last known address confirming that all cover will cease 7 days after the date of **Our** letter

If the Policy is cancelled either by **You** or **Us**, **We** will stop applying for **Your** monthly premium

5 Change in Risk - Non Invalidation

The Policy shall not be invalidated by a change of occupancy or increase in risk taking place in the **Buildings** or by reason of anything being done or omitted to be done in the **Buildings** without **Your** knowledge provided **You** give **Us** notice by letter immediately such events are known to **You** and pay any additional premium that may be required from the date of such change in risk

6 Notification of a Claim

When **You** become aware of a possible claim under this Policy, **You** must notify **Us** in writing without delay. If there has been theft, attempted theft, vandalism or any malicious act **You** must also tell the Police immediately

You must at **Your** own expense provide **Us** with all details and evidence **We** request, including written estimates and proof of ownership or value. Do not dispose of any items which have suffered **Damage** until **We** have had the opportunity to inspect them. Any writ, summons or other legal document served on **You** in connection with a possible claim must be sent to **Us** immediately. **You** must not answer any correspondence without **Our** consent

POLICY CONDITIONS

7 Conduct of the Claim

You must give whatever information or assistance **We** request and must not admit, deny or negotiate any claim without **Our** written consent

No property may be abandoned to **Us**

8 Subrogation

Before or after **We** pay **Your** claim under this Policy **You** must, if **We** ask **You**, take, or allow **Us** to take in **Your** name, all the steps needed to enforce **Your** rights against any other person

We will pay any costs and expenses involved

9 More than One Block

If the Policy covers more than one Block of Flats, the limitations and exclusions except for Exclusion 9, shall apply separately to each Block as if they had been insured by separate policies

10 Terrorism

You must at **Your** own expense prove that damage is not caused by **Terrorism** where any dispute

11 Fraud

If any claim is in any way fraudulent or if any fraudulent means or devices are 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 the connivance of **You** or any **Resident** all benefits under this Policy shall be forfeited.

12 Unoccupancy

Provided that **You** notify **Us** when the insured property becomes **Unoccupied** in either it's entirety or part thereof and will remain so for any period in excess of 30 consecutive days and

- In respect of the insured property **You** or an appointed representative will inspect the insured property internally and externally as frequently as practicable but at least once in every seven day period
- take all reasonable security measures for the safety of the insured property including the security of all doors, windows and other means of entry
- turn off all sources of power, fuel or water except those required to operate an approved alarm system
- maintain the insured property in a good state of repair

and when **We** agree in writing **We** will amend the following

SECTION 1 - THE BUILDINGS

1 PERILS COVERED

c Escape of water or oil from any fixed water or heating installation or domestic appliance

We will not pay for - Damage to any flat that has been Unoccupied for 30 consecutive days is hereby deleted

h Malicious persons or vandals

We will not pay for - Damage to any flat that has been **Unoccupied** for 30 consecutive days is hereby deleted

k Theft or attempted theft

We will not pay for - Damage to any flat that has been **Unoccupied** for 30 consecutive days is hereby deleted

2 ADDITIONAL COVER

b Glass and sanitary Ware

We will not pay for - Damage to any flat that has been **Unoccupied** for 30 consecutive days is hereby deleted

c Water or Heating Installations

We will not pay for - Damage to any flat that has been **Unoccupied** for 30 consecutive days is hereby deleted

SECTION 2 - THE CONTENTS

1 PERILS COVERED

c Escape of water or oil from any fixed water or heating installation or domestic appliance

We will not pay for - Damage to any flat that has been **Unoccupied** for 30 consecutive days is hereby deleted

h Malicious persons or vandals

We will not pay for - Damage to any flat that has been **Unoccupied** for 30 consecutive days is hereby deleted

k Theft or attempted theft

We will not pay for - Damage theft to any flat that has been **Unoccupied** for 30 consecutive days is hereby deleted

2 ADDITIONAL COVER

a Mirrors and Glass

We will not pay for - Damage to any flat that has been **Unoccupied** for 30 consecutive days is hereby deleted

EXCLUSIONS WHICH APPLY TO THE WHOLE POLICY

We will not pay for

1 Matching of Items

The cost of replacing any undamaged item or parts of items forming part of a set (other than a pair), suite, carpet or other article of a uniform nature, colour or design where the remaining item or items are still usable and the **Damage** occurs:

- within a clearly identifiable area or to a specific part and
- replacement cannot be matched

2 Existing Damage

- Any **Damage** occurring before cover starts

3 Loss of Value

Depreciation or loss in value of property other than that specified under Paragraph 5b ii of Claims Settlement for Section 1 if the claim is to be settled on this basis

4 Wear and Tear

Wear and tear or any gradually operating cause

5 Consequential Losses

Consequential loss of any kind or description incurred by **You** or any **Resident**

6 Radioactive Contamination and War Risks

Any **Damage** to property, legal liability, expense consequential loss or bodily injury directly or indirectly caused by or arising from or contributed to by

- 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 properties of any explosive nuclear assembly or nuclear component of it
- c war, invasion, act of foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power

7 Sonic Bangs

Damage caused by pressure waves from aircraft or other aerial devices travelling at sonic or supersonic speed

8 Dangerous Dogs Act 1991

We will not pay for liability arising directly or indirectly from injury, death, disease (other than a domestic employee) or **Damage** caused by any dog of a type referred to whether specifically or otherwise in Section 1(1) of the Dangerous Dogs Act 1991

We will not pay for

9 Terrorism

Damage or loss resulting from **Damage** occasioned by or happening through or in consequence directly or indirectly of

a **Terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss and

b in Northern Ireland

(i) riot or civil commotion

(ii) strikers locked-out workers or persons taking part in labour disturbances or malicious persons but this shall not apply to **Damage** by fire or explosion

This insurance also excludes **Damage** or loss resulting from **Damage** directly or indirectly caused by resulting from or in connection with any action in controlling preventing suppressing or in any way relating to an act of **Terrorism**

In any action suit or other proceedings where **We** allege that by reason of this exclusion any **Damage** or loss resulting from **Damage** is not covered by this Policy the burden of proving that such **Damage** or loss resulting from **Damage** is covered shall be upon the **Policyholder**

10 Climatic Conditions

Damage directly occasioned by frost (except for **Damage** to and resulting from the escape of water from any fixed water installations) or sudden changes of temperature

11 Confiscation or Nationalisation

Damage caused by confiscation or nationalisation by any authority

12 Pollution or contamination

Any claim or expense of any kind resulting directly or indirectly from pollution or contamination which:

- was the result of an intentional act; or
- was expected or should have been expected; or
- was not caused by a sudden incident; or
- was not during any **Period of Insurance**.

Customer Service

At Insurance Corporation we have a real commitment to customer care. We have built a reputation as an Insurer that puts our customers first. You can help us to maintain this position by letting us know if you consider that our service has been unsatisfactory. We aim to give our customers a high standard of service at all times.

Complaints Procedure

Step 1

If you are unhappy with our service for any reason, you should write initially to the Service Manager of Insurance Corporation at the address shown on your Policy Schedule who will ensure that the matter receives attention.

Step 2

If matters are not resolved to your satisfaction, you are invited to write to:

Post: The Managing Director,
Insurance Corporation of the Channel Islands Ltd,
P O Box 160, Dixcart House,
Sir William Place,
Guernsey,
GY1 4EY.
Email: complaints@insurancecorporation.com

Step 3

If you are not satisfied with our final response to your complaint, you may be eligible to refer your case to one of the Financial Ombudsmen shown below:

1 Channel Islands

Post: Channel Islands Financial Ombudsman (CIFO),
P O Box 114,
Jersey JE4 9QG.
Telephone Guernsey: 01481 722218
Jersey: 01534 748610
Email: enquiries@ci-fo.org

2 United Kingdom

or in respect of Compulsory UK insurance you may be eligible to refer your case to the UK Financial Ombudsman,

Post: Financial Ombudsman Service,
Exchange Tower,
Harbour Exchange Square,
London E14 9SR.
Telephone: 0800 0234567 (for landline users)
0300 1239123 (for mobile users)
Email: complaint.info@financial-ombudsman.org.uk
Website: www.financial-ombudsman.org.uk

3 Isle of Man

Or in respect of respect of the Isle of Man you may be eligible to refer your case to

Post: The Financial Services Ombudsman Scheme,
Isle of Man Office of Fair Trading,
The Slieau Whallian,
Foxdale Road, St John's,
Isle of Man, IM4 3AS, British Isles.
Telephone: 44 (0)1624 686500
Email: ombudsman@iomoft.gov.im

You have six months from the date of our final response to refer your complaints to the Financial Ombudsman Service. This does not affect your right to take legal action; however, the Financial Ombudsman Service will not adjudicate on any case where litigation has commenced.

Privacy Notice

Your privacy is important to us and we are committed to keeping it protected. We have created this Customer Privacy Notice which will explain how we use the information we collect about you and how you can exercise your data protection rights. This Privacy Notice will help you understand the following:

Who are we?

We are Insurance Corporation of the Channel Islands Limited, a member of the RSA Group of companies. We provide commercial and consumer insurance products and services.

Why do we collect and use your personal information?

As an insurer, we need your personal information to understand the level of insurance cover you require. We'll use this information (e.g. your name, address, telephone number and email address) to communicate with you and if you have agreed. We need to use your information to create a quote for you, allowing you to buy insurance products from us. When buying a product from us, you'll also need to provide us with details about the items you wish to be covered by the insurance. We may need to check your information with external companies/organisations (e.g. the DVLA, the Motor Insurance Database, credit reference agencies and criminal conviction checks.) When buying certain products, sometimes we will ask for special categories of personal data (e.g. driving offences for motor insurance, medical records in case of injury). Once you become a customer, we'll need to take your payment details to set up your cover. This could be direct debit, credit or debit card information.

If you need to claim against your insurance policy, we will need to collect information about the incident and this may be shared with other selected companies to help process the claim. If other people are involved in the incident, we may also need to collect additional information about them which can include special categories of personal data (e.g. injury and health data). In submitting an application, we may be provided with equivalent or substantially similar information relating to other proposed beneficiaries under the policy. You agree that you will bring this Privacy Notice to the attention of each beneficiary at the earliest possible opportunity. Data protection laws require us to meet certain conditions before we are allowed to use your personal information in the manner described in this Privacy Notice. To use your personal information, we will rely on one or more of the following grounds:

Performance of contract: We need to use your personal information in order to provide you with the policy (which is a contract of insurance between you and us), and perform our obligations under it (such as making payments to you in respect of a claim made under the policy).

Consent: In certain circumstances, we may need your consent unless authorised by law in order to use personal information about you which is classed as "special categories of personal data".

Necessity to establish, exercise or defend legal claim: If you, or we, bring a legal claim (e.g. a court action) against the other, we may use your information in either establishing our position, or defending ourselves in relation to that legal claim.

Compliance with a legal obligation: Where laws or regulations may require us to use your personal information in certain ways.

Legitimate Interests: We will also process your personal information where this processing is in our "legitimate interests". When relying on this condition, we are required to carry out a balancing test of our interests in using your personal information (for example, carrying out analytical research), against the interests you have as a citizen and the rights you have under data protection laws. The outcome of this balancing test will determine whether we can use your personal information in the ways described in this Privacy Notice. We will always act reasonably and give full and proper consideration to your interests in carrying out this balancing test.

Where else do we collect information about you?

We will receive details about you from other people or companies. For example:

Given to us by someone who applied for an insurance product on your behalf (e.g. an insurance broker) where you have given them the permission to do so; or

Lawfully collected from other sources (e.g. Motor Insurance Database, Claims and Underwriting Exchange or fraud prevention databases) to validate the information you have provided to us.

We request those third parties to comply with data protection laws and to be transparent about any such disclosures. If you would like some further information, please contact us.

Will we share your personal information with anyone else?

We do not disclose your information outside of the RSA Group except:

Where we need to check the information provided to us before we can offer you an insurance product (e.g. reference agencies);

Where we are required or permitted to do so by law or relevant regulatory authority (e.g. financial crime screening, fraud detection/prevention);

Where we provide insurance services in partnership with other companies;

In the event that we are bought or we sell any business or assets, in which case we will disclose your personal information to the prospective buyer of such business or assets;

As required to enforce or apply this Privacy Notice, or the contract of insurance itself;

Within our group for administrative purposes;

As required in order to give effect to contractual arrangements we have in place with any insurance broker and/or intermediary through which you have arranged this policy;

With healthcare providers in the context of any relevant claim being made against your policy;

If we appoint a third party to process and settle claims under the policy on our behalf, in which case we will make your personal information available to them for the purposes of processing and settling such claims

With our third party service providers (including hosting/storage providers, research agencies, technology suppliers etc.);

With our reinsurers (and brokers of reinsurers) in connection with the normal operation of our business;

Sometimes your personal information may be sent to other parties outside of the European Economic Area (EEA) in connection with the purposes set out above. We will take all reasonable steps to ensure that your personal information is treated securely and in accordance with this Privacy Notice, and in doing so may rely on certain "transfer mechanisms" such as the EU-US Privacy Shield, and the standard contractual clauses approved by the European Commission. If you would like further information please contact us.

Which decisions made about you will be automated?

Before we can offer you an insurance product or service, we may need to conduct the following activities, which involve automated (computer based) decision-making:

Pricing and Underwriting – this process calculates the insurance risks based on the information that you have supplied. This will be used to calculate the premium you will have to pay.

Credit Referencing – using the information given, calculations are performed to evaluate your credit rating. This rating will help us to evaluate your ability to pay for the quoted products and services.

The results of these automated decision-making processes may limit the products and services we can offer you. If you do not agree with the result, you have the right to request that we perform a manual reassessment using the same information that you originally provided.

For how long will we keep your information?

Your personal information will be retained under one or more of the following criteria:

Where the personal information is used to provide you with the correct insurance cover, which will be kept as long as it is required to fulfil the conditions of the insurance contract.

Where the use of your personal information for a specific purpose is based on your consent, it will be kept for as long as we continue to have your consent.

Where, for a limited period of time, we are using some of your information to improve the products or services we provide.

For as long as your information is required to allow us to conduct fraud and/or criminal checks and investigations.

Your information is incorrect what should you do?

If you hold a product or service with us and think that the information we hold about you is incorrect or incomplete, please contact us and we will be happy to update it for you.

What are your rights over the information that is held by Insurance Corporation

We understand that your personal information is important to you, therefore you may request the following from us to:

1. Provide you with details about the personal information we hold about you, as well as a copy of the information itself in a commonly used format. [Request Ref: DSR 1]
2. Request your personal information be deleted where you believe it is no longer required. Please note however, we may not be able to comply with this request in full where, for example, you are still insured with us and the information is required to fulfil the conditions of the insurance contract. [Request Ref: DSR 2]
3. Request the electronic version of the personal information you have supplied to us, so it can be provided to another company. We would provide the information in a commonly used electronic format. [Request Ref: DSR 3]
4. Request to restrict the use of your information by us, under the following circumstances [Request Ref: DSR 4]:
 - a. If you believe that the information we hold about you is inaccurate, or;
 - b. If you believe that our processing activities are unlawful and you do not want your information to be deleted.
 - c. Where we no longer need to use your information for the purposes set out in this Privacy Notice, but it is required for the establishment, exercise or defence of a legal claim.
 - d. Where you have made an objection to us (in accordance with section 5 below), pending the outcome of any assessment we make regarding your objection.

5 Object to the processing of your data under the following circumstances [Request Ref: DSR 5]:

- a. Where we believe it is in the public interest to use your information in a particular way, but you disagree.
 - b. Where we have told you we are using your data for our legitimate business interests and you believe we shouldn't be (e.g. you were in the background of a promotional video but you did not agree to be in it.)
- In each case under section 5 above, we will stop using your information unless we can reasonably demonstrate legitimate grounds for continuing to use it in the manner you are objecting to.

If you would like to request any of the above, please contact us and submit a written request, including the request reference (e.g. DSR 1), as this will speed up your request. To ensure that we do not disclose your personal information to someone who is not entitled to it, when you are making the request we may ask you to provide us with:

- Your name;
- Address(es);
- Date of birth;
- Any policy IDs or reference numbers that you have along with a copy of your photo identification.

All requests are free of charge, although for requests for the provision of personal information we hold about you (DSR1) we reserve the right to charge a reasonable administrative fee where, we believe an excessive number of requests are being made. Wherever possible, we will respond within one month from receipt of the request, but if we don't, we will notify you of anticipated timelines ahead of the one month deadline.

Please note that simply submitting a request doesn't necessarily mean we will be able to fulfil it in full on every occasion – we are sometimes bound by law which can prevent us fulfilling some requests in their entirety, but when this is the case we will explain this to you in our response.

Our Privacy Notice

If you have any queries regarding our Privacy Notice please contact us and we will be happy to discuss any query with you. Our Privacy Notice will be updated from time to time so please check it each time you submit personal information to us or renew your insurance policy.

How you can contact us about this Privacy Notice?

If you have any questions or comments about this Privacy Notice please contact:
The Data Protection Officer
Insurance Corporation
P.O. Box 160
Dixcart House
Sir William Place
St. Peter Port
Guernsey, GY1 4EY

How you can lodge a complaint?

If you wish to raise a complaint on how we have handled your personal information, please send an email to complaints@insurancecorporation.com or write to us using the address provided. Our Data Protection Officer will investigate your complaint and will give you additional information about how it will be handled. We aim to respond in a reasonable time, normally 30 days.

If you are not satisfied with our response or believe we are not processing your personal information in compliance with Guernsey Data Protection laws, you may lodge a complaint to the office of the Data Protection Commissioner, whose contact details are:
Data Protection Office
Guernsey Information Centre
North Esplanade
St Peter Port
Guernsey
GY1 2LQ

Compulsory Insurance (Employers' Liability) in Great Britain and Northern Ireland

The following only applies in respect of any insurance under this policy, required to meet legislation enacted in Great Britain and Northern Ireland.

Employers Liability Tracing Office

Certain information relating to your insurance policy including, without limitation, the policy number(s), employers' names and addresses (including subsidiaries and any relevant changes of name), coverage dates, employer's reference numbers provided by Her Majesty's Revenue and Customs and Companies House Reference Numbers (if relevant), will be provided to the Employers' Liability Tracing Office (the 'ELTO') and added to an electronic database (the 'Database').

This information will be made available in a specified and readily accessible form as required by the Employers' Liability Insurance: Disclosure By Insurers Instrument 2010. This information will be subject to regular periodic updating and certification and will be audited on an annual basis

The Database will assist individual consumer claimants who have suffered an employment related injury or disease arising out of their course of employment in the UK for employers.

Financial Services Compensation Scheme- UK only

Royal and Sun Alliance Insurance PLC is a member of the Financial Services Compensation Scheme (FSCS). This provides compensation in case any member goes out of business or into liquidation and is unable to meet any valid claims against its policies. You may be entitled to compensation if we cannot meet our obligations, depending of the circumstances of the claim. Further information about the compensation scheme can be obtained from the FSCS.



www.insurancecorporation.com

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