

Contract Works 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.

Contractors All Risks Insurance

Policy Conditions applicable to All Sections

Observance

It is a requirement of the Insurer, that the following conditions apply to all sections of the Policy, except so far as is necessary to comply with the requirements of any legislation enacted in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man relating to compulsory insurance of legal liability to Employees.

Abandonment

The Insured shall not be entitled to abandon any property to the Insurer whether taken possession of by the Insurer or not.

Action by the Insured

A In the event of receipt of a Notice of Adjudication relating to any circumstance which has given or may give rise to a claim under this Policy the Insured shall provide immediate notice (or on the first working day thereafter) thereof by telephone to the Insurer

B In the event of any incident of Damage in consequence of which a claim is or may be made under this Policy the Insured shall:

- i) notify the Insurer without delay
- ii) notify the police authority immediately it becomes evident that any loss has been caused by malicious persons
- iii) carry out and permit to be taken any action which may be reasonably practicable to prevent further loss
- iv) deliver to the Insurer at the Insured's expense
 - a) full information in writing of the loss
 - b) details of any other insurances on any Property hereby insured

within 30 days after such Damage (7 days in the case of Damage caused by riot, civil commotion, strikers, locked-out workers or persons taking part in labour disturbances or malicious persons) or such further time as the Insurer may allow

- c) all such proofs and information relating to the claim as may be reasonably required
 - d) if demanded a statutory declaration of the truth of the claim and of any matters connected with it
- C In the event of any incident of Damage in consequence of which a claim is or may be made under this Policy in respect of Business Interruption the Insured shall also
- i) deliver to the Insurer at the Insured's expense within 7 days of its happening full details of any loss caused by riot, civil commotion strikers, locked-out workers taking part in labour disturbances or malicious persons
 - ii) with due diligence carry out and permit to be taken any action which may be reasonably practicable to minimise or check any interruption of or interference with the Business or to avoid or diminish the loss

Failure to comply with this Condition will result in a claim being rejected or settlement reduced unless the Insurer considers such non-compliance to be immaterial to the loss

Alterations

This Policy shall be terminated if:

- A the Business is wound up or carried on by a liquidator or receiver or permanently discontinued or
 - B the Insured's Interest ceases otherwise than by death
- or
- C any alteration is made either in the Business or in the Premises or Property therein or any other circumstances whereby the risk is increased unless otherwise stated.

at any time after the commencement of this Policy unless its continuance be admitted by the Insure and in respect of 3C) the Insurer agrees not to avoid the Policy provided that:

- i) such alteration is not of such a nature that if the alteration had occurred prior to the commencement of this Policy the Insurer would not have entered into this Policy on any terms,
- ii) the Insured shall pay an appropriate additional Premium if required by the Insurer with effect from the date of the alteration,
- iii) the Insurer shall be entitled to impose appropriate additional terms, other than Premium, with effect from the date of the alteration.

Arbitration

If any difference arises as to the amount to be paid under this Policy (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by agreement between the parties or in default of agreement upon the application of either party to the President for the time being of the Chartered Institute of Arbitrators Where any difference is by this condition to be referred to arbitration the making of an award shall be a requirement to any right of action against the Insurer.

Cancellation

This Policy may be cancelled

- A by the Insurer sending thirty days' notice to the Insured's last known address who shall be entitled to a proportionate return of premium provided that no claims have been or will be notified to the Insurer,
- B by the Insurer sending seven days' notice to the Insured's last known address in the event of non-payment of any monthly premium on its due date where the Policy is issued or renewed on the basis of monthly premiums,
- C by the Insured who shall be entitled to a proportionate return of premium provided that no claims have been or will be notified to the Insurer.

Cessation Of Work

If from any cause work on the site of The Works shall cease for a period exceeding 3 consecutive months then the Insurer shall have no liability for Damage occurring upon such site unless otherwise expressly stated and agreed by the Insurer in writing.

Failure to comply with the following Conditions will result in a claim being rejected or settlement reduced unless the Insurer considers such non-compliance to be immaterial to the loss.

Contribution

If at the time any claim arises there is any other insurance effected by or on behalf of the Insured, insuring any Damage covered by this Policy, the liability of the Insurer hereunder shall be limited to its rateable proportion of such loss.

Currency

All premiums and claims under this Policy shall be paid in the United Kingdom in pounds Sterling.

Current Cost Accounting

Any adjustment implemented in current cost accounting shall be disregarded.

Declaration

The Premium payable under this Policy is provisional and subject to adjustment.

At the end of each period of insurance the Insured shall declare to the Insurer any information specified as Declaration Information in the Schedule or in the Policy where the Section is stated as being covered in the Schedule.

The actual premium shall be calculated at the rates applicable on the amounts declared. If the actual premium differs from the provisional premium the Insured shall pay or the Insurer shall refund the difference subject to a minimum retention by the Insurer of any Minimum Retained Premium referred to in the Schedule or 50% of the provisional premium whichever is the greater.

Emptying Of Tanks

From the time of commencement of emptying fluid from any tank the Insured shall ensure that all valves and vents intended to be open shall be padlocked in an open position. Where covers of such valves and vents cannot be padlocked in an open position they shall be dismantled and placed in a secure store until completion of emptying operations.

Economic, Financial or Trade Sanctions

The Insurer shall not provide coverage or be liable to provide any indemnity or payment or other benefit under this Policy if and to the extent that doing so would breach any Prohibition.

If any such Prohibition takes effect during the Policy period the Insured or the Insurer may cancel that part of this Policy which is prohibited or restricted with immediate effect by giving written notice to the other party at their last known address.

If the whole or any part of the Policy is cancelled the Insurer shall if and to the extent that it does not breach any prohibition return a proportionate amount of the premium for the unexpired period subject to minimum premium requirements and provided no claims have been paid or are outstanding.

For the purposes of this Clause Prohibition shall mean any economical financial or trade sanctions imposed by the European Union or United Kingdom, or any other prohibition or restriction imposed by law or regulation of the country of which this Policy is issued or would otherwise provide cover.

Limit of Liability

In the event that the Insured consists of more than one party or legal entity the liability of the Insurer shall not exceed the amount for which the Insurer would have been liable had such Damage been sustained by any one of the Insured parties or legal entities.

Where the basis of payment is to be Reinstatement payment of Reinstatement shall not be made:

- A unless Reinstatement commences and proceeds without unreasonable delay
- B until Reinstatement has been carried out
- C if the Property insured at the time of its Damage shall be insured by any other insurance effected by or on behalf of the Insured which is not upon the same basis of Reinstatement.

If at the time of Reinstatement the sum representing 85% of the cost which would have been incurred in reinstating the whole of the Property exceeds the Sum Insured thereon at the commencement of any Damage the liability of the Insurer shall not exceed that proportion of the amount of the Damage which the Sum Insured shall bear to the sum representing the cost of reinstating the whole of the Property at that time.

Maintenance and Inspection

The Insured shall maintain the Property in an efficient condition and fit for its purpose and shall ensure that any Property requiring inspection or test under any statute or order or regulation shall be so inspected or tested.

Multiple Lifting

Any lifting operations in which a single load is shared between more than one item of lifting equipment at the same time (of which at least one item of the equipment involved in such lifting operations is covered by this Policy) must fully comply with relevant legislation specifically LOLER Regulations 8 and BS7121 specification for multiple lifting.

Reasonable Precautions

The Insured shall take all reasonable precautions to prevent Damage.

Right to Examine

The Insurer representatives shall have the right to examine the Property at all reasonable times.

Rights of Recovery

Any claimant under this Policy shall at the request and expense of the Insurer provide such information and cooperation as the Insurer may require and shall take and permit to be taken all steps for enforcing rights against any other party in the name of the Insured before or after any payment is made by the Insurer.

Preferred Suppliers

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 our customer a cash settlement then payment will normally not exceed the amount we would have paid our preferred supplier.

Contract Works 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.



Mark Marshall
Managing Director, Insurance Corporation of the Channel Islands

Definitions

The words or phrases where used in the Policy starting with a capital letter shall have the following meaning within the Section in which they appear

- 1 **Business** for the purpose of this insurance is only as described in the Schedule but it shall include the provision of catering social sports and welfare facilities for Employees fire first-aid and ambulance services and private work undertaken with the consent of the Insured by an Employee for a director partner or Employee of the Insured
- 2 **Constructional Plant** means tools tackle and contractors' plant and equipment the property of the Insured or hired to him under a hire purchase agreement taken or intended to be taken on to the Contract Site for use in connection with the Insured Contract but excluding
 - a any mechanically propelled vehicle and any trailer attached thereto other than any such vehicle not more specifically insured and which is
 - i not licensed for road use and used in circumstances which do not require insurance or security under any road traffic legislation or
 - ii designed or adapted primarily for use as a tool of trade
 - b any craft designed to travel in on or through water air or space (other than work boats safety boats and pontoons where such craft do not exceed six metres in length) or Property permanently fixed thereto
- 3 **Contract Works** means the permanent and temporary works forming part of the Insured Contract including materials incorporated or to be incorporated therein all the property of the Insured of for which he is responsible but not Contract Works of a prototype or experimental nature unless the prior consent of the Insurers has been given to the insurance thereof
- 4 **Damage** includes loss of
- 5 **Employee** means
 - a any person under a contract of service or apprenticeship with the Insured or
 - b any person supplied to or hired or borrowed by the Insured while engaged in the course of the Business
- 6 **Employees' Effects** means tools and personal effects the property of any Employee or for which he is responsible not being motor vehicles gold or silver articles watches jewellery or money
- 7 **Financial Loss** means a pecuniary loss cost or expense incurred by any person other than the Insured resulting from
 - a escape or discharge of any substance or gas from any premises the property of or in the occupation of the Insured
 - b stoppage of or interference with pedestrian vehicular rail air or waterborne trafficnot caused by goods sold or supplied other than goods in the custody or control of the Insured
- 8 **Free-issue Materials** means any materials incorporated or to be incorporated in the Contract Works supplied by the Principal and/or his agents and for which the Insured is responsible The Insured shall include the total value of all such Free-issue Materials in any declaration required by the Insurers under Policy Condition 10 (Adjustment of Premium)
- 9 **Hired Plant** means Constructional Plant and/or Temporary Buildings hired to the Insured not under a hire purchase agreement and which are the responsibility of the Insured under the terms of his hiring agreement or otherwise
- 10 **Injury** means bodily injury and includes death and disease
- 11 **Insured** means any person or any company registered in the Channel Islands United Kingdom the Republic of Ireland or the Isle of Man and described in the Schedule
- 12 **Principal** means any party (other than a director partner or Employee of the Insured) on whose behalf the Insured in the course of the Business is undertaking work
- 13 **Property** means material property

14 Temporary Buildings means site huts and other temporary accommodation and their contents all the property of the Insured or hired to him under a hire purchase agreement for use in connection with the Insured Contract

15 Territorial Limits means

- a the Channel Islands or as otherwise described in the Schedule
- b in respect of the Public Liability Section only elsewhere in the world in respect of
 - i any act or omission occurring within the territories specified in 15a above
 - ii the acts or omissions of persons normally resident in the territories specified in 15a above but temporarily engaged other than in manual labour in the Business outside such territories

Contract Works Section

A COVER

The Contract Works

The Insurers will by payment or at their option by reinstatement or repair indemnify the Insured in respect of Damage to the Contract Works happening during the Period of Insurance within the Territorial Limits from any cause not hereinafter excluded

Provided that

- a cover in respect of any one Insured Contract shall cease
 - i on expiry of any Maintenance or Defects Liability Period (not exceeding twelve months) under any standard printed form of contract conditions applying to the Insured Contract
 - ii in the absence of any such Maintenance or Defects Liability Period on the issue of a certificate of completion or a taking over certificate on completion of construction or erection and testing (if any) or on the use or occupation of the Contract Works by the Principal
- b the Insured shall demonstrate that Damage occurring during any Maintenance or Defects Liability Period (or after expiry of the first fourteen days of the Maintenance Period in connection with an Insured Contract performed under the I.C.E. Conditions of Contract) is the responsibility of the Contractor under a standard printed form of contract conditions applying to the Insured Contract and
 - i has arisen from a cause occurring prior to the commencement of the Maintenance or Defects Liability Period or
 - ii has been occasioned by the Contractor in the course of any operations carried out by him during the Maintenance or Defects Liability Period for the purposes of making good defects in the Contract Works or otherwise fulfilling his obligations under the said contract conditions

Indemnity to Principal

The Insurers will indemnify in the terms of this Section any Principal to the extent that the contract between the Insured and such Principal so requires

Limit of Liability

The Insurers' liability in respect of any one Insured Contract shall not exceed the sum specified in the Schedule which may be increased by an amount not exceeding twenty per cent should the original estimated contract price of the Insured Contract (including the value of Free-issue Materials) increase by such an amount

The Limit of Liability shall not be reduced by the amount of any claim but an additional premium shall be payable which additional premium shall be disregarded for the purpose of any adjustment of premium under Condition 10 of this Policy

B EXTENSIONS

The Insurers will in addition to the Limit of Liability pay

Debris Removal

costs and expenses necessarily incurred by the Insured with the consent of the Insurers in

- a removing debris from
- b dismantling and/or demolishing
- c shoring up or propping of

the Contract Works lost or damaged from any cause indemnifiable by this Section of the Policy

The liability of the Insurers under this Extension shall in no case exceed ten per cent of the Limit of Liability

Professional Fees

Architects' surveyors' consulting engineers' or other professional fees necessarily incurred in the reinstatement of the Contract Works consequent upon damage thereto but not for preparing any claim The amount payable for such fees shall not exceed those authorised by the appropriate professional body

C EXCEPTIONS

The Insurers shall not be liable in respect of

1 Defects

the cost of replacement or rectification of any portion of the Contract Works rendered necessary by defects of material workmanship design plan or specification and should Damage occur to any portion of the Contract Works containing any of the said defects the cost of replacement or rectification which is hereby excluded is that cost which would have been incurred if replacement or rectification of the said portion of the Contract Works had been put in hand immediately prior to the said Damage

2 Deeds and Bonds

deeds bonds bills of exchange promissory notes cash bank notes cheques stamps or securities for money

Contractors' Plant Section

A COVER

Damage to Constructional Plant Temporary Buildings and Employees' Effects

The Insurers will by payment or at their option by reinstatement or repair indemnify the Insured in respect of Damage to

- a Constructional Plant
- b Temporary Buildings
- c Employees' Effects at the Contract Site

happening during the Period of Insurance within the Territorial Limits from any cause not hereinafter excluded

Indemnity to Principal

The Insurers' will indemnify in the terms of this Section any Principal to the extent that the contract between the Insured and such Principal so requires

Limits of Liability

The Insurers' liability shall not exceed

- a in respect of Damage to Constructional Plant and Temporary Buildings the sums specified in the Schedule
- b in respect of Damage to Employees' Effects arising from any one occurrence the sum specified in the Schedule in respect of any one Employee

The Limits of Liability in respect of Constructional Plant and Temporary Buildings shall not be reduced by the amounts of any claims but an additional premium shall be payable which additional premium shall be disregarded for the purpose of any adjustment of premium under Condition 10 of this Policy

B EXCEPTIONS

The Insurers shall not be liable in respect of

- 1 Breakdown or Explosion**
damage to any item of Constructional Plant caused by its own electrical or mechanical breakdown or its own explosion
- 2 Tyres**
damage to tyres by the application of brakes or by cuts bursts or punctures
- 3 Frost**
damage caused by frost or freezing

Hired Plant Section

A COVER

Damage to Hired Plant

The Insurers will indemnify the Insured in respect of legal liability under the terms of his hiring agreement or otherwise to pay compensation for Damage to Hired Plant happening during the Period of Insurance within the Territorial Limits from any cause not hereinafter excluded

Continuing Hire Charges

In the event of Damage to Hired Plant insured by this Section the Insurers will indemnify the Insured against legal liability to pay continuing hire charges for a period not in excess of The Maximum Period stated in the Schedule

Provided that the terms of any hiring agreement are no more onerous than the Model Conditions for the Hiring of Plant of the Construction Plant-Hire Association

Indemnity to Principal

The Insurers will indemnify in the terms of this Section any Principal to the extent that the contract between the Insured and such Principal so requires

Limit of Liability

The Insurers' liability shall not exceed in respect of any one occurrence irrespective of the number or amount of claims thence arising the sum specified in the Schedule

In addition the Insurers will where legal proceedings have been defended with their written consent pay all legal expenses for which the Insured may be liable

B EXCEPTIONS

The Insurers shall not be liable in respect of

- 1 **Tyres** damage to tyres caused by the application of brakes or by cuts bursts or punctures
- 2 **Frost** damage caused by frost or freezing

Public Liability Section

A COVER

Indemnity to Insured

1 In the event of

- a Injury to any person other than an Employee
- b Damage to Property other than
 - i Property belonging to the Insured or in his custody or control or
 - ii Property in the custody or control of any Employee

happening during the Period of Insurance within the Territorial Limits and caused in connection with the Business the Insurers will indemnify the Insured against legal liability for damages and claimant's costs and expenses incurred in respect of such Injury or Damage

In Paragraph 1b the expression 'custody or control' shall not apply to

- a any building (including its fixtures fittings and contents) provided that in respect of any building which is leased hired or rented to the Insured the Insurers shall not be liable in respect of
 - i Damage to its contents
 - ii the first £100 of each and every claim for Damage caused other than by fire or explosion such amount being in addition to the Insured's Retained Liability specified in the Schedule as applying to this Section
 - iii liability arising solely because of a contract
 - b visitors' directors' partners' and Employees' personal effects including motor vehicles and their contents
- 2 If the Insured comprises more than one party (which term in the case of a partnership includes each individual partner) the Insurers will indemnify each in the terms of this Section against liability incurred to the other as if such other was not included as an Insured
- 3 The Insurers will in addition pay
- a advocates' and/or solicitors' fees for representation at any Coroner's Inquest or fatal inquiry or Court of Summary Jurisdiction in respect of any event which may be the subject of indemnity under this Section
 - b costs and expenses incurred with their written consent

Indemnity to Principal and Other Persons

The Insurers will indemnify in the terms of this Section of the Policy

- a any Principal to the extent that the contract between the Insured and such Principal so requires in respect of liability arising from the performance of work on behalf of such Principal
- b if the Insured so requests
 - i any director or Employee in respect of liability for which the Insured would have been entitled to indemnity if the claim had been made against him
 - ii any officer or member of the Insured's canteen social sports or welfare organisations and fire first-aid and ambulance services
- c the legal personal representatives of any person entitled to indemnity under this Section in respect of liability incurred by that person

If the Insurers are liable to indemnify more than one party the total amount of indemnity to all such parties including the Insured shall not exceed the Limit of Liability

Financial Loss

The Insurers will indemnify the Insured against legal liability incurred by the Insured during the Period of Insurance in respect of Financial Loss

Subject otherwise to the terms of this Section

Liability for Motor Accidents

Notwithstanding Exception 3 and provided the Insured is not more specifically insured under any other policy the Insurers will indemnify the Insured in the terms of this Section in respect of Injury Damage or Financial Loss

- a caused by any motor vehicle which is owned by or in the possession of or being used by or on behalf of the Insured
 - i which is not licensed for road use and which is being used in circumstances which do not require insurance or security under any road traffic legislation or
 - ii designed or adapted primarily for use as a tool of trade but this indemnity shall not apply to liability in respect of which any road traffic legislation requires insurance or security
- b arising during the act of loading or unloading a motor vehicle or the bringing to or taking away of a load from such vehicle

Insured's Motor Contingent Liability

Notwithstanding Exception 3 the Insurers will indemnify the Insured and no other person in the terms of this Section in respect of Injury Damage or Financial Loss arising out of the use of any motor vehicle not the property of or provided by the Insured and being used in the course of the Business

The Insurers shall not be liable in respect of

- a Damage to any such vehicle
- b Injury Damage or Financial Loss arising while such vehicle is being driven by the Insured

Provided that

the Insurers shall not be liable under this Sub-Section if the Insured is entitled to indemnity under any other insurance

Defective Premises Act

The Insurers will indemnify the Insured in the terms of this Section against legal liability incurred by the Insured under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in respect of Injury or Damage occurring within a period of seven years from the expiry or cancellation of this Section

Provided that

the Insurers shall not be liable under this Sub-Section if the Insured is entitled to indemnity under any other insurance

Limit of Liability

The Insurers' liability shall not exceed in respect of any claim or number of claims arising out of one cause the sum specified in the Schedule

Public Liability Section

B EXCEPTIONS

The Insurers shall not be liable in respect of

1 Contractual Liability

any liability for

- a any amount in respect of liquidated damages fines or penalties
- b Financial Loss

which attaches solely because of a contract

2 Defective Work and Goods

- a the cost of rectifying defective work
- b Damage to or the cost of repairing or replacing goods sold or supplied

3 Vehicles and Craft

Injury Damage or Financial Loss arising out of the use of or caused by any craft designed to travel in on or through water air or space (other than work boats safety boats and pontoons where such craft do not exceed six metres in length) or any motor vehicle which is owned by or in the possession of or being used by or on behalf of the Insured

4 Deliberate Act or Omission

Injury Damage or Financial Loss which results from any deliberate act or omission of the Insured his partners or directors or managerial Employees and which could reasonably have been expected having regard to the nature and circumstances of such act or omission

This Exception shall also apply in respect of any deliberate act or omission of any other person claiming indemnity but only so far as indemnity to such person is concerned

5 Principal's Professional Risk

any liability for Injury Damage or Financial Loss which attaches solely because of a contract and arises out of or in connection with the exercise by any Principal or any person acting for him or on his behalf having professional qualifications of professional skill associated with such qualifications

6 Other Sections

the cost of repairing or replacing Damage to Property (but not other pecuniary loss consequent upon such Damage) where such Damage is the subject of insurance under any other Section of this Policy

General Exceptions

The insurers shall not be liable in respect of

Exception A Radioactive Contamination

- a loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss
- b any legal liability of whatsoever nature

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

Exception B War

any consequence of war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection military or usurped power

The following Exceptions apply to all Sections other than the Public Liability Section

Exception C Gradual Deterioration

the cost of rectification or making good of wear and tear gradual deterioration rust oxidisation corrosion or erosion

Exception D Sea and Air Transit

Damage to Insured Property in transit by sea or air

Exception E Unexplained Losses

loss of the Insured Property or any part thereof due to its being stolen or otherwise missing unless such loss is identifiable by the Insured with a specific occurrence which has been notified under the terms of Condition 5 of this Policy

Exception F Consequential Losses

liquidated damages penalties for delay or detention or in connection with guarantees of performance or efficiency or loss of use or any other form of consequential loss not specifically provided for

Exception G Sonic Bangs

loss destruction or damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds

Exception H Terrorism and Northern Ireland Exclusion

- a **Damage** in Great Britain by fire or explosion occasioned by or happening through or in consequence directly or indirectly of **Terrorism**
except to the extent stated in the **Special Provision** – Terrorism
- b **Damage** in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of
 - i riot civil commotion and (except in respect of damage by fire or explosion) strikers locked-out workers or persons taking part in labour disturbances
 - ii **Terrorism**

In any action suit or other proceedings where the Insurer alleges that by reason of this definition any **Damage** is not covered by this policy (or is covered only up to a specified limit of liability) the burden of proving that such damage is covered shall be upon the Insured

Definitions

For the purposes of this policy **Terrorism** shall mean any act of any person acting on behalf of or in connection with an organisation with activities directed towards the overthrowing or influencing of any government de jure or de facto by force or violence

The words Great Britain shall mean England and Wales and Scotland but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 or the Channel Islands or the Isle of Man

Conditions

Condition 1 Compliance with Policy Terms

The liability of the Insurers will be conditional on the Insured complying and as appropriate any other person entitled to indemnity complying as though he were the Insured with the terms of this Policy

Condition 2 Change in Risk

If there is any material change in the risk insured during the Period of Insurance or if any defects or conditions of working are discovered which render the risk more than usually hazardous the Insured shall forthwith notify the Insurers and take such precautions as circumstances may require In the event of stoppage of work by the Contractor on a Contract Site from any cause for a period of ninety consecutive days cover under this Policy shall be suspended at the end of the ninetieth day in respect of Damage to Insured Property and/or liability arising at that Contract Site unless its continuance be agreed to in writing by the Insurers

Condition 3 Reasonable Precautions

The Insured shall take and cause to be taken all reasonable precautions for the safety of the Insured Property and to prevent Injury Damage or Financial Loss to any third party

The Insurers' representatives shall have access at all reasonable times to the Contract Site and the Insured Property

Condition 4 Series Loss

If the development or discovery of a defect in any of the Contract Works shall indicate or suggest that a similar defect exists in other parts of the Contract Works the Insured shall forthwith investigate and if necessary rectify the defect in such other parts at his own expense or alternatively bear all loss arising out of the said defect

Condition 5 Claims Procedure and Requirements

On the happening of any event giving rise or likely to give rise to a claim under this Policy coming to the knowledge of the Insured the Insured shall

- a advise the Insurers thereof as soon as possible and supply in writing all such particulars and proofs of claims as may be reasonably required by the Insurers
- b preserve any damaged or defective Insured Property for inspection by the Insurers' officials
- c in the case of Insured Property lost stolen or wilfully damaged take all practicable steps (including the giving of immediate notice to the Police) to discover the guilty person and to trace and recover the missing Insured Property
- d in the case of any civil proceedings or claim or potential claim upon the Insured by a third party forward immediately and unacknowledged to the Insurers every relative letter claim writ or other document

The Insured may not

- i abandon any Insured Property to the Insurers
- ii accept payment incur expenses admit liability promise payment or make any arrangement concerning settlement of a claim without the written consent of the Insurers

Condition 6 Rights of Recourse

In the event of a claim the Insured shall permit the Insurers at their own discretion and expense to take all necessary steps for enforcing any rights and remedies against other parties in the name of the Insured before or after meeting the Insured's claim

Condition 7 Insurers' Rights – Public Liability Section

In the event of a claim under the Public Liability Section of this Policy

- a the Insurers are entitled to take over and conduct the defence or settlement of any such claim at their discretion
- b the Insurers may at any time pay the Limit of Liability after deduction of any sum or sums already paid or any less amount for which any claim or claims can be settled and shall then relinquish the conduct and control thereof and be under no further liability in respect thereof except for the payment of costs and expenses incurred prior to the date of such payment

Condition 8 Other Insurances

If the Damage to Insured Property or liability which is the subject of a claim under this Policy is or would but for the existence of this Policy be insured under any other insurance the Insurers shall not be liable under this Policy except to the extent of any excess beyond the amount payable under such other insurance had this Policy not been effected

Condition 9 Fraudulent Claims

If a claim be made by or on behalf of the Insured which shall be in any respect unfounded or fraudulent or intentionally exaggerated or if any false declaration or statement be made in support thereof no claim shall be recoverable hereunder

Condition 10 Adjustment of Premium

The premium has been calculated on estimates supplied by the Insured and he shall keep an accurate record of information on matters for which estimates have been given which shall be available to the Insurers for inspection

Within one month of expiry of each Period of Insurance the Insured shall supply the Insurers with a true statement of the particulars necessary for assessment of premium and should these particulars differ from the estimates upon which premium has been paid the difference in premium shall be met by a further proportionate payment or refund as the case may be

Failure to supply such particulars shall entitle the Insurers to estimate if they so wish such particulars and to assess the further premium payment due calculated on such estimated particulars

Condition 11 Cancellation

This Policy may be cancelled

- a by the Insurers sending seven days notice by letter to the last known address of the Insured The Insured shall be entitled to a pro rata return of premium
- b by the Insured who shall be entitled to a return of the premium after deduction of premium at the Insurers' short period rates for the period the Policy has been in force

Condition 12 Cancellation of Monthly Premiums

If this Policy is issued or renewed on the basis of Monthly Premiums the liability of the Insurers will cease in the event of non-payment of any Monthly Premium on its due date but before cancellation takes effect the Insurers will send seven days notice by letter to the last known address of the Insured

Endorsements

These endorsements are operative in respect of any section of this policy only if the number and title set against them appear in the schedule to that section and are each subject otherwise to the terms exceptions and conditions of this policy

Endorsement 1 Contract Price Limitation

The indemnity provided shall not apply to any contract where the original estimated contract price (including the value of Free-issue Materials) exceeds the sum specified in the Schedule against this Endorsement

Endorsement 2 Excluded Contracts

The indemnity provided shall not apply to any contract involving

- a work in on over or adjacent to water
- b bridges flyovers or viaducts other than for the surfacing or resurfacing of roads thereon
- c dams
- d tunnels exceeding ten metres in length

Endorsement 3 Speculative Building

The construction for sale or letting out by the Insured of private dwellings consisting of not more than three floors and single storey domestic buildings ancillary thereto is deemed to be an Insured Contract and the indemnity provided by the Contract Works Section of this Policy in respect of Damage to such buildings is extended to apply beyond completion of construction as follows

- a Private dwellings not being show houses – for a period of not more than six months or until the date of sale or letting out whichever is the earlier
- b Show houses (including their contents) – until the date of sale or letting out

Endorsement 4 Testing Cover – Period Limitation

The period of cover by the Contract Works Section of this Policy in respect of Damage arising out of the testing of the Contract Works prior to the date of issue of a taking over certificate shall be limited to a period which in the aggregate for each Insured Contract shall not exceed from the date of commencement of testing the period specified in the Schedule against this Endorsement

Endorsement 5 Expediting Expenses

The insurance by the Contract Works Section of this Policy is extended to cover any extra costs incurred in respect of express delivery airfreight overtime Sunday and holiday rates of wages in connection with repairs or replacements indemnifiable by the Contract Works Section of this Policy

The liability of the Insurers under this Endorsement shall in no case exceed fifty per cent of the amount which the repair or replacement would have cost if these expenses had not been incurred

Endorsement 6 Insured's Retained Liability

In respect of any claim or number of claims arising from one cause the amount payable by the Insurers in respect of

- a Damage to Property under the Public Liability Section of this Policy
- b Damage to each Item of Insured Property under the other Sections of this Policy

shall be reduced by the amount(s) specified in the Schedule as the Insured's Retained Liability

Endorsement 7 JCT – Clause 21.2.1. Principal’s Own Property

Where the requirements of Clause 21.2.1. of the JCT Standard Form of Building Contract 1980 Edition or Clause 19(2) (a) of the RIBA Conditions of Contract 1963 Edition (July 1971 or later Revision) apply to any contract insured by this Policy the Public Liability Section of the Policy is extended to indemnify the Insured and the Principal in accordance with the requirements of the said Clauses in respect of any expense liability loss claim or proceedings which the Principal may incur or sustain by reason of Damage to any Property belonging to the Principal or in his custody or control caused by collapse subsidence vibration weakening or removal of support or lowering of ground water arising out of or in the course of or by reason of the carrying out of the said contract

Provided that

- a the Insured in undertaking a contract necessitating the cover provided by this Endorsement shall advise the Insurers at the earliest possible moment and within fourteen days of the date of signature of the contract or date of commencement of the contract whichever is the earlier and subsequently pay the additional premium charged for this extension
- b the liability of the Insurers shall not exceed in the aggregate for the period of each contract the amount specified in the Schedule as applicable to this Endorsement
- c the amount payable by the Insurers in the aggregate for the period of each contract shall be reduced by the amount specified in the Schedule as the Insured’s Retained Liability applicable to this Endorsement
- d the Insurers shall not be liable for Damage
 - i caused by the negligence omission or default of the Insured his servants or agents or of any sub-contractor his servants or agents
 - ii attributable to errors or omissions in the designing of the Contract Works
 - iii which is at the risk of the Principal under Clause 22B or Clause 22C of the JCT Standard Form of Building Contract 1980 Edition or under Clause 20(B) or Clause 20(C) of the RIBA Conditions of Contract 1963 Edition (July 1971 or later Revision)
 - iv to any of the Contract Works or any material or plant in use by the Insured or their sub-contractors in connection therewith

Endorsement 8 Excluding Goods Sold or Supplied

The indemnity provided by the Public Liability Section of this Policy shall not apply in respect of Injury or Damage caused by goods (including containers and packaging) sold or supplied other than

- a food and drink sold or supplied through any facility or service mentioned in Definition 1
- b goods in the custody or control of the Insured

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

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.



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