

# Property Owners Combined 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](mailto: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.

# 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.

# Property Owners' 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

# Policy Conditions

It is a requirement of the Insurer that the following Policy Conditions apply as stated 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.

Applicable to the whole Policy unless otherwise stated:

## 1 Action by the Insured

On the discovery of any circumstance or event which may give rise to a claim under this Policy the Insured shall:

- A) Notify the Insurer as soon as reasonably possible.
- B) Give notice within 24 hours to the Police Authority in respect of Damage (other than by fire or explosion) caused by malicious persons or thieves if insured by this Policy.
- C) Carry out and permit to be taken any action which may be reasonably possible to prevent further Damage and to minimise or check any interruption of or interference with the Business or to avoid or diminish the loss.
- D) Within 30 days after the circumstances or event or of the expiry of the Indemnity Period or such further time as the Insurer may allow, and at their own expense, deliver to the Insurer:
  - i) Full information in writing of the claim
  - ii) Details of any other insurance relating to the claim
  - iii) All such business books, documents, proofs, information, explanation and other evidence as may be reasonably required all of which information and details may be produced by the Insured's professional accountants or auditors who are regularly acting as such, their report being prima facie evidence of such information and details
  - iv) If demanded a statutory declaration of the truth of the claim and of any matter connected with it.
- E) In respect of Liability Insurance:
  - i) Every letter, claim, writ or summons and process in connection with such circumstances shall be forwarded to The Insurer without undue delay on receipt
  - ii) Written notice shall also be given without undue delay by the Insured to the Insurer immediately the Insured shall have knowledge of any prosecution, inquest or inquiry in connection with any circumstance which may give rise to liability under this Policy.

If the terms of this Condition have not been complied with, and as a direct consequence, the amount for which the Insurer is liable under this Policy has increased, then no payment shall be made by the Insurer in respect of the amount of such increase.

## 2 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 Insurer and in respect of 2 C) 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.

## 3 Arbitration

### Not applicable to Liability Insurances

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 the parties in accordance with the statutory provisions.

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.

## 4 Contribution

### A) Applicable to Property Damage

If at the time of any claim, there is any other insurance covering the Insured's interest in the Property Damaged, the Insurer's liability under this Policy shall be limited to its rateable proportion of such claim, and will be subject to any Underinsurance Provision.

- i) If any such other insurance is subject to any Underinsurance Provision, this Policy, if not already subject to any Underinsurance Provision shall be subject to the Provision in like manner.
- ii) If any other insurance effected by or on behalf of the Insured is expressed to cover any of the Property insured but is subject to any provision whereby it is excluded from ranking concurrently with this Policy either in whole or in part or from contributing rateably to Damage, the Insurer's liability shall be limited to such proportion of the Damage as the Sum Insured bears to the value of the Property.

### B) Applicable to Liability Insurance

Other than in respect of Extension 5 (Contingent Motor Liability) to Section 2 (Public/Products Liability), if at the time of any claim there is or, but for the existence there would be, any other insurances covering the same legal liability, the indemnity will not apply except in respect of any amount beyond that which would have been payable under such insurances had this not been effected.



Where a claim includes the defence of criminal proceedings brought or in appeal against conviction the Insurer will not pay any costs or expenses where cover is provided by any other insurance or where but for the existence of this Policy it would have been provided by such insurance.

## 5 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.

## 6 Fraud

If a claim is in any respect fraudulent or if any fraudulent means or devices be used by the Insured or anyone appointed to act on their behalf to obtain any benefit under this Policy or if any Damage, claim or loss is caused by the wilful act or with the connivance of the Insured, the Insurer will:

- A) Have no liability to pay any part of or the whole of the fraudulent claim
- B) Be entitled to refuse all claims arising after the fraudulent action
- C) Remain liable for legitimate claims before the fraudulent action
- D) Terminate the Policy from the date of the fraudulent action whether or not the Policy had expired before the discovery of the fraud.

## 7 Legal Representation Applicable to Liability Insurance

Where the Insurer provides its consent to indemnify the Insured in respect of any legal costs and expenses in relation to any matter which may form the subject of a claim for indemnity under this Policy, the Insurer will choose an appropriate representative (be it a solicitor or otherwise) to act on the Insured's behalf.

The Insurer will provide the Insured with details of the nominated appropriate representative prior to the representative's instruction.

In the event that the Insured wishes to appoint its own representative, the Insured shall provide prior notification of its intention to do so and seek the Insurer's written consent.

The Insured agrees that in respect of its proposed representative:

- i) The hourly rate (or such other fee basis as the case may be to apply and
- ii) The terms and conditions of such appointment shall be subject to the Insurer's prior approval.

In the event of a dispute regarding the amount of legal costs incurred by the Insured's representative the Insured agrees that the Insurer will have the option to audit any files for the purpose of assessing the costs claimed.

## 8 Policy Voidable

This Policy shall be voidable in the event of misrepresentation, mis-description or non-disclosure in any material particular.

However, the Insurer agrees not to void the Policy provided that:

- A) Such misrepresentation or non-disclosure has not been deliberate or reckless,
- B) Such misrepresentation or non-disclosure has not been of such nature that, if the material particular had been fairly presented or had been disclosed, the Insurer would not have entered into this Policy on any terms,
- C) The Insurer shall be entitled to impose appropriate additional terms (other than Premium) with effect from inception or if applicable the date of the alteration.

If at the time of Damage, claim or loss the Premium charged to the Insured would have been higher but for the misrepresentation or non-disclosure in any material particular the liability of the Insurer for any loss amount payable shall be limited to the proportion that the Premium charged bears to the higher Premium.

## 9 Reasonable Precautions

The Insured, at their own expense shall:

- A) Take reasonable precautions to prevent any circumstances or to cease any activity which may give rise to liability under this Policy and to maintain all buildings, furnishings, ways, works, machinery, plant and vehicles in a sound condition,
- B) As soon as reasonably possible after discovery cause any defect or danger to be made good or remedied and in the meantime shall cause such reasonable additional precautions to be taken as the circumstances may require.

## 10 Rights of the Insurer

### (Applicable only to Liability Insurance)

No admission, offer, promise, payment or indemnity shall be made, or given, by or on behalf of the Insured without the written consent of the Insurer; which shall be entitled to take over the absolute control of and conduct in the name of the Insured the negotiation, proceeding, defence or settlement of any claim or to prosecute any claim in the name of the Insured for its own benefit, and shall have full discretion in the conduct of any proceeding and in the settlement of any claim.

## 11 Rights of Recovery

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



The Insurer shall not enforce any rights against any company being parent of or subsidiary to the Insured or any company which is a subsidiary of a parent company of which the Insured is itself a subsidiary in each case as defined by the Companies Act 1985 or the Companies (Northern Ireland) Order 1986 or the Companies (Guernsey) Law 2008 or the Companies (Jersey) Law 1991 or the Isle of Man Companies Act 2006.

## **12 The Insurer's Liability**

For all purposes, including but not limited to the application of the Sums Insured, Limits, Limits of Liability or Limits of Indemnity and consideration of when and how the Policy will respond, all parties included in the definition of the Insured in the Schedule, shall constitute one Insured, or one party or legal entity, so

that there will be only two parties to the contract of insurance between the Insured and the Insurer.

## **13 Third Party Contract Rights**

No person other than the Insured or the Insurer may enforce the terms of this Policy, and the provisions of the Contract (Right of Third Parties) Act 1999 do not apply.

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## Definitions

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The words listed below carry the same meaning wherever they appear in the Policy if they commence with a capital letter and their meaning is not varied by a Definition in a particular Section

**Business** the occupation stated in the Master Schedule

**Damage** accidental loss destruction or damage

**Injury** bodily injury including death or disease

**Employee**

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

**Territorial Limits** the Channel Islands Great Britain Northern Ireland or the Isle of Man

**Pollution or Contamination**

a all pollution or contamination of buildings or other structures or of water or land or the atmosphere and

b all Injury Damage directly or indirectly caused by such pollution or contamination

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## Section 1 - Buildings and Rent

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### Definitions

**Buildings** buildings including outbuildings walls gates and fences fixed glass and its framework fixed sanitary ware external blinds and signs and landlord's fixtures and fittings

**Rent** Periodic payments made to the Insured as Lessors of Buildings belonging to the Insured

### A Cover

The Buildings described in the Schedule belonging to the Insured or for which the Insured is legally responsible are covered against Damage (including costs and expenses necessarily incurred in removing debris demolishing shoring up or propping following such Damage) caused by the following perils

- 1 fire but excluding Damage to property caused by its own spontaneous fermentation or heating or its undergoing any process involving the application of heat
- 2 lightning earthquake
- 3 explosion aircraft or other aerial devices or articles dropped therefrom
- 4 riot labour or political disturbances but excluding Damage caused by stoppage of work
- 5 malicious persons or vandals
- 6 storm or flood but excluding Damage to fences or gates or moveable property in the open or in transit
- 7 falling trees or parts of trees but excluding Damage caused by the felling or lopping of trees or by tree roots
- 8 escape of water from tanks apparatus or pipes or the escape of oil from any fixed domestic heating installation but excluding Damage whilst the Buildings are unoccupied for more than 30 days or disused
- 9 impact by any animal or vehicle
- 10 theft or attempted theft involving entry to or exit from the Buildings by forcible and violent means

Following Damage covered by this Section the Insurers will also pay for

- a costs incurred with the consent of the Insurers in removing debris dismantling demolishing shoring up or propping that part of the Buildings destroyed or damaged
- b architects' surveyors' consultants' and legal fees necessarily incurred in the reinstatement of the Buildings but not for preparing any claim
- c the additional cost of reinstatement of the Buildings incurred solely to comply with any building regulations law or ordinances of the States of Guernsey and Jersey or arising out of an Act of Parliament or with bye-laws of any municipal or local authority excluding
  - i costs incurred in complying with such regulations or bye-laws under which notice has been served upon the Insured prior to the happening of the Damage or in respect of undamaged parts of the Buildings
  - ii the amount of any rate tax duty development or other charge or assessment which may become payable following compliance with such regulations or bye-laws
- d loss of Rent resulting from such Damage in respect of Buildings where Rent cover is shown as operative in the Schedule
- e costs incurred as a result of the necessary replacement of locks at the Buildings following theft not excluded by Exception 5a of this section of keys from the business premises of the Insured or from the home of any director partner or Employee authorised by the Insured to hold such keys provided that the Insurers' liability shall not
  - i include the cost of replacing the locks of any safe or strongroom if the keys of such locks are left on the Buildings whilst closed for business
  - ii exceed £500 any one occurrence

## **B Extensions**

**Contracting Purchaser** Where the Insured contracts to sell his interest in any Buildings insured by this Section the contracting purchaser who completes the purchase has the benefit of the insurance by this Section up to the date of completion if the Buildings are not otherwise insured and without prejudice to the rights and liabilities of the Insured or the Insurers

**Mortgagee** The interest of a mortgagee in this insurance shall not be prejudiced by any act or neglect of the mortgagor or occupier of any Building insured by this Section whereby the risk of Damage is increased without the authority or knowledge of the mortgagee provided that the mortgagee immediately on becoming aware thereof gives notice to the Insurers and pays an additional premium if required

**Non-Invalidation** The insurance by this Section shall not be invalidated by any act or omission or by any alteration whereby the risk of Damage is increased without the authority or knowledge or beyond the control of the Insured provided that the Insured immediately on becoming aware thereof gives notice to the Insurers and pays an additional premium if required

**Prevention of Access (Rent)** The insurance by each Item on Rent extends to include loss of Rent resulting from Damage to property in the vicinity of the Buildings to which the Rent Item relates by a cause covered under this Section which hinders or prevents access to such Buildings

## **C Additional Property Covered**

This Section extends to cover accidental loss destruction or Damage to the following property if it is owned by the Insured or the Insured is legally responsible for it

**Television Aerials** Radio television and satellite receiving aerials their fixtures or masts at the Buildings described in the Schedule

**Underground Pipes and Cables** Underground water gas electricity sewage drainage or telephone pipes wires or cables extending from the Buildings described in the Schedule to the public main

## **D Limits of Liability**

The Insurers' liability during any one Period of Insurance shall not exceed in respect of each Item specified in the Schedule on Buildings and Rent the Sum Insured set against it

**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 and Jersey (or an alternative index selected by the Insurers)

Provided that

- 1 any adjustment made to the Sum Insured will be based on the latest figures available to the Insurers
- 2 at each renewal the premium will be calculated on the adjusted Sum Insured then in force

**Protection after loss** The Sum Insured on any Building which sustains Damage by a cause covered by this Section will continue to be index-linked following such Damage while the Building is being reinstated provided that the Insured takes all reasonable steps to ensure that the reinstatement is carried out without undue delay

## **E Optional Accidental Damage Cover**

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

**Cover** The Buildings insured under this Section belonging to the Insured or for which the Insured is legally responsible are covered against accidental loss destruction or damage including costs and expenses necessarily incurred in removing debris demolishing shoring up or propping following such damage

The Insurers will not be liable under this extension

### **Exceptions**

- 1 for damage caused by
  - a normal settlement or bedding down of new structures
  - b collapse or cracking of buildings
  - c escape overflowing discharging or leaking of water tanks apparatus or pipes when the Buildings are unoccupied for more than 30 days or disused

- 2 for damage to Property caused by
  - a its mechanical or electrical breakdown or derangement
  - b its undergoing any process
- 3 for consequential loss of any kind
- 4 for damage due to disappearance unexplained or inventory shortage misfiling or misplacing of information
- 5 any loss destruction or damage specifically excluded elsewhere in this policy

## **F Claims Settlement**

Following Damage to Buildings covered by this Section the Insurers will pay

- 1 the cost of reinstating the Buildings equal to their condition when new provided that
  - a this is carried out without delay and in the most economical manner
  - b when any Building is partially damaged the Insurers liability shall not exceed the reinstatement cost that would have been incurred had it been wholly destroyed
  - c no payment will be made until reinstatement has been carried out
  - d if the damaged Building is not reinstated a loss will be settled after allowance for depreciation
- 2 in respect of any Item on Rent
  - a the amount by which the Rent received by the Insured falls short in consequence of the Damage of the Rent which would have been received had the Damage not occurred
  - b the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding a shortfall in Rent but not exceeding the amount of the loss of Rent which would otherwise have been payable under a above less any savings in respect of expenditure payable out of Rent which reduces or ceases in consequence of the Damage

## **Underinsurance**

- 1 If at the time of Damage the total of the Sums Insured on Buildings specified in the Schedule is less than 85% of the reinstatement cost of the Buildings covered by this Section the Insurers shall bear only that proportion of the Damage or loss of Rent which the total of the Sums Insured on Buildings bear to the total reinstatement cost
- 2 the Annual Rent shown in Schedule 1 is less than the Rent which would have been received during the Period of Insurance if the Damage had not occurred the amount payable in respect of loss of Rent will be proportionately reduced

## **G Exceptions**

The Insurers will not be liable under this Section for Damage

- 1 to Buildings in course of construction or erection and materials or supplies in connection with such Buildings
- 2 to blinds and signs not securely fixed to the Buildings
- 3 to fences and gates caused by storm or flood
- 4 to fixed glass unless caused by fire lightning explosion aircraft earthquake riot civil commotion strikers locked-out workers persons taking part in labour disturbances storm flood bursting overflowing discharging or leaking of water tanks apparatus or pipes impact by any mechanically propelled vehicle or rail rolling stock or any animal or theft or attempted theft

- 5 caused by
- a theft or attempted theft not involving entry to or exit from the Buildings by forcible and violent means
  - b faulty or defective design materials or workmanship inherent vice latent defect gradual deterioration wear and tear or frost
  - c corrosion rust dampness dryness wet or dry rot shrinkage collapse cracking evaporation contamination pollution change in temperature colour texture or finish vermin insects marring or scratching
  - d subsidence ground heave or landslip or the normal settlement or bedding down of new structures
- 6 attributable solely to change in the water table level

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## Section 1A - Owners' Liability to the Public

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### A Cover

1 In the event of

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

happening during the Period of Insurance in the Territorial Limits and arising from ownership by the Insured of the Buildings described in Schedule 1 or any car parks drives and footpaths on the same site the Insurers will subject to the Limit of Liability indemnify the Insured against legal liability for damages and claimant's costs and expenses in respect of such Injury or Damage

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 1 above
- b costs and expenses incurred with their written consent

### B Indemnity to other Persons

The Insurers will indemnify in the terms of this Section

- 1 if the Insured so requests 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
- 2 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

### C Additional Cover

The Insurers will indemnify the Insured in the terms of this Section for risks in the United Kingdom 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 Policy

Provided that the Insurers shall not be liable under this extension if the Insured is entitled to indemnity under any other insurance

### D Limit of Liability

£2,000,000 in respect of any claim or number of claims arising out of one cause

Provided that the Insurers liability in any one Period of Insurance in respect of Injury Damage arising directly or indirectly from Pollution or Contamination which is deemed to have occurred during any such Period shall not exceed £2,000,000



## **E Exceptions**

The Insurers shall not be liable in respect of

- 1 any liability for any amount in respect of liquidated damages fines or penalties which attaches solely because of a contract
- 2 Injury or Damage which results from any deliberate act or omission of the Insured his partners 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

- 3 Injury Damage which arises directly or indirectly from Pollution or Contamination unless such Pollution or Contamination is caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance

For the purposes of this Exception all Pollution or Contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place

## **F Special Conditions**

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

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## Section 2 - Glass

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*The cover provided by this section is operative only if shown as such in schedule 2*

### Definition

**Glass** all fixed glass (including its framework lettering or any intruder alarm foil attached to it) in windows doors and fanlights

### A Cover

In the event of Damage to Glass in the Buildings specified in Schedule 2 by any accident or misfortune the Insurers will indemnify the Insured by at their option replacing or paying the amount of the Damage

In addition the Insurers will pay the cost of any necessary boarding up pending replacement

### B Exception

The Insurers will not be liable under this Section for

- 1 Damage
  - a caused by scratching or chipping
  - b to Glass already cracked at the commencement of the insurance by this Section

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## Section 3 - Employers' Liability

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*The cover provided by this section is operative only if shown as such in schedule 3*

### A Cover

- 1 In the event of Injury to an Employee happening during the Period of Insurance in the Territorial Limits and caused in connection with the Business the Insurers will subject to the Limit of Liability indemnify the Insured against legal liability for damages and claimant's costs and expenses incurred in respect of such Injury and other costs and expenses incurred with their written consent
- 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 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 1 above

### B Indemnity to other Persons

The Insurers will indemnify in the terms of this Section

- 1 if the Insured so requests 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
- 2 the legal personal representatives of any person entitled to indemnity under this Section in respect of liability incurred by that person

### C Additional Cover

The Insurers will indemnify the Insured or at the request of the Insured any director or Employee of the Insured against legal costs and expenses incurred in the defence of any criminal proceedings brought for a breach of the relevant Health and Safety legislation in the Channel Islands Great Britain Northern Ireland or the Isle of Man committed or alleged to have been committed during the Period of Insurance including legal costs and expenses incurred with the consent of the Insurers in an appeal against conviction arising from such proceedings

Provided that the Insurers shall not be liable for the payment of fines or penalties

### D Limit of Liability

Any claim or number of claims  
arising out of one cause for  
Injury to Employees

} The Limit specified in Schedule 3

### E Special Condition

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

### F Right of Recovery

The indemnity granted by this Section is deemed to be 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 the Insured shall repay to the Insurers all sums paid by the Insurers which the Insurers would not have been liable to pay but for the provisions of such law

### G Exceptions

The Insurers will not be liable in respect of

- 1 Injury arising in connection with work on offshore installations or transit thereto or therefrom

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## Policy Exceptions Applicable to all Sections

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This Policy does not cover

**Exception 1 – Excess** the first £100 of each claim under Section 1 - Buildings and Rent and Section 2 - Glass

**Exception 2 – Radioactive Contamination** Damage to any property or any loss or expense resulting or arising therefrom or any consequential loss or any legal liability directly or indirectly caused by or contributed to by or arising from

- a ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- b the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof but in respect of Injury to Employees under Section 3 this Exception shall apply only when the Insured under a contract has either undertaken to indemnify or to assume the liability of another party in respect of such Injury

**Exception 3 – Northern Ireland and Terrorism**

- a Damage to property or Consequential Loss resulting therefrom 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 to property or Consequential Loss resulting therefrom in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of
  - i civil commotion
  - ii Terrorism

In any action suit or other proceedings where the Insurers allege that by reason of this definition any Damage or Consequential Loss is not covered by this Policy (or is covered only up to a specified limit of liability) the burden of proving that such Damage or Consequential Loss is covered shall be upon the Insured

### Definitions

Consequential Loss shall mean loss resulting from interruption of or interference with the Business carried on by the Insured at the Premises in consequence of Damage to property used by the Insured at the Premises for the purpose of the Business

Terrorism shall mean any act of any person acting on behalf of or in connection with any 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 Isle of Man or the Channel Islands

**Special Provision – Terrorism** Subject otherwise to the terms definitions exclusions provisions and conditions of the Policy this insurance includes loss destruction or damage in Great Britain by fire or explosion caused by or happening through or in consequence of TERRORISM as defined under DEFINITIONS

Provided that the liability of the Insurers in respect of such loss Damage or Consequential Loss (other than in respect of Damage to Buildings occupied solely as private dwellings or the contents of private dwellings) shall not exceed per loss occurrence

- a
  - i Damage to Buildings - £100,000
  - ii In aggregate in respect of Damage to other Property - £100,000
  - iii Consequential Loss - £100,000

in total for all losses occurring during the same Period of Insurance

or

- b any Limit of Liability or Sum Insured stated in the Policy as applying to that Premises

whichever is the lower

Any provision in this Policy which provides for any Sum Insured or Limit of Liability to be automatically reinstated following a loss shall not apply to losses covered under this SPECIAL PROVISION

Cover under the SPECIAL PROVISION may be cancelled by the Insurers sending seven days notice by recorded delivery letter to the last known address of the Insured

**Exception 4 – Sonic Boom** Damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds

**Exception 5 – War Risks** any consequence of war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power

**Exception 6 – Confiscation** confiscation nationalisation or requisition by order of any government public municipal local or customs authority

# 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](mailto: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](mailto: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](mailto:complaint.info@financial-ombudsman.org.uk)  
Website: [www.financial-ombudsman.org.uk](http://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](mailto: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](mailto: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.



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[www.insurancecorporation.com](http://www.insurancecorporation.com)