



States of Guernsey
Trading Standards



Channel Islands
Financial
Ombudsman

MEMORANDUM OF UNDERSTANDING between the:

- (1) **Trading Standards Service, Guernsey**, the States of Guernsey government body operating under the Committee for Home Affairs; and
- (2) **Office of the Financial Services Ombudsman**, the independent statutory body established under Financial Services Ombudsman (Bailiwick of Guernsey) Law, 2014, trading as the Channel Islands Financial Ombudsman.

1. Definitions

In this memorandum:

- 1.1. 'applicable law' means any law (statutory, common, or customary) applicable to Guernsey to a matter covered by this MoU;
- 1.2. 'CIFO' means the Channel Islands Financial Ombudsman, which is the joint operation of the Office of the Financial Services Ombudsman for the Bailiwick of Guernsey and the equivalent body for Jersey;
- 1.3. 'TSS' means the Trading Standards Service, Guernsey;
- 1.4. 'MoU' means this memorandum of understanding;
- 1.5. 'OFSO' means the Office of the Financial Services Ombudsman for the Bailiwick of Guernsey;
- 1.6. 'Ombudsman Law' means the Financial Services Ombudsman (Bailiwick of Guernsey) Law, 2014;
- 1.7. 'Receiving party' means either party receiving information from the other under this MoU;
- 1.8. 'Sending party' means either party when sending information to the other under this MoU;

2. Functions

- 2.1. The TSS's main function is to ensure local businesses can compete on equal terms and ensure that safety and economic interest of consumers are not compromised by unfair or illegal trading practices.
- 2.2. CIFO's main function is to resolve complaints about financial services independently, in a fair and reasonable manner, effectively, quickly, with minimum formality, and so as to offer a more accessible alternative to court proceedings.

3. This MoU

3.1. CIFO and the TSS each desire to enter into an arrangement for mutual support and exchange of information. In order to achieve this end, both CIFO and TSS will:

- 3.1.1. Each take such steps as it considers appropriate to co-operate with the other in the exercise of their functions.
- 3.1.2. Prepare and maintain a memorandum describing how they intend to co-operate.
- 3.1.3. Acknowledge that TSS and CIFO are independent of each other and have distinct functions, but that cooperation and exchange of information will benefit both consumers and providers of financial services by contributing to the effective functioning of the statutory systems for regulation and dispute-resolution.

3.2. This MoU:

- 3.2.1. Does not create any enforceable rights;
- 3.2.2. Does not modify or supersede any applicable law;
- 3.2.3. Applies only so far as it is consistent with the independent roles and statutory obligations of the parties;
- 3.2.4. Takes effect immediately;
- 3.2.5. May be terminated by 30 days' written notice from one party to the other; and,
- 3.2.6. The TSS and CIFO will publish this MoU on their websites, and CIFO will ensure that an electronic copy is freely available to the public.

4. General cooperation

4.1. The TSS and CIFO will seek to maintain a strong and constructive relationship. In particular they will:

- 4.1.1. Seek to dispel confusions and misunderstandings about their different roles;
- 4.1.2. Seek to achieve a complementary and consistent approach to the extent that it does not constrain the independent carrying out of their respective statutory functions;
- 4.1.3. Seek to assist one another with in-house training on their respective roles;
- 4.1.4. Communicate regularly and meet at least quarterly to discuss matters of mutual interest;
- 4.1.5. Attend such meetings at appropriate levels of seniority, and equivalent levels of seniority;
- 4.1.6. Share, for comment, at an early stage any draft consultation or other public document that might have significant implications for the other party;
- 4.1.7. Provide each other with a list of contacts to whom information exchanged under this MoU should be directed; and,

4.1.8. Keep under review the operation of this MoU and consult one another as appropriate on improving its operation and resolving any matters that may arise.

4.2. In cases where a persistent, systematic and/or serious pattern of complaints indicates that action by the TSS and/or CIFO may be required to protect consumers of financial services and the action that could be taken by the TSS or CIFO may have an impact on action that could be taken by the other, the TSS and CIFO will liaise with each other to discuss the appropriate way forward.

5. Information sharing

5.1. The TSS and CIFO may only provide information to the other if permitted, or not prevented, under applicable law. Subject to this, they will seek to share information that will enable or assist them to exercise their respective functions. This may include information relating to specific complaints, complaint trends, application and interpretation of the applicable laws and joint initiatives. All requests for information will reference the statutory basis for the request and disclosure.

5.2. The information sharing will not include any disclosure that would be prohibited by the applicable laws, unless specifically permissible by those laws.

5.3. The TSS and CIFO will provide each other, at least 2 working days before publication, with a copy of any public report or public statement that would enable or assist the other in fulfilling its statutory functions, including public notice on an issue that may fall within the TSS's responsibility.

5.4. The TSS and CIFO will commit to providing relevant members of their respective staff with sufficient training to recognise this MoU exists and to be able to operate in accordance with it.

6. Confidentiality

6.1. All non-public information shared under this MoU will be marked as such by the sending party.

6.2. In respect of any non-public information shared under this MoU, the receiving party will:

6.2.1. Comply with any restrictions set by the sending party on use of the information that are agreed when the information is provided;

6.2.2. Seek the sending party's consent in good time before disclosing the information to any third party;

6.2.3. Not disclose the information to any third party without the prior consent of the sending party in writing (which includes email);

6.2.4. Notify the sending party if it anticipates a legally enforceable demand for disclosure of the information;

- 6.2.5. Notify the sending party if any legally enforceable demand for disclosure of the information is received, unless this is not practicable because of urgency;
- 6.2.6. If requested by the sending party in relation to a legally enforceable demand for disclosure of the information, assert any legal exemptions or privileges against disclosure on behalf of the sending party; and,
- 6.2.7. If it is not practicable to notify the sending party of the receipt of a legally enforceable demand for disclosure of the information, assume the sending party will wish to assert any legal exemptions or privileges against disclosure.

6.3 Unless indicated otherwise in a particular instance, information provided to or shared between the TSS by CIFO pursuant to this MoU shall be treated as strictly confidential and may only be processed for the purposes detailed herein. Pursuant to Section 21 of the Ombudsman Law 'restricted information' (as defined in that Law) shall not be further disclosed save as provided by or in accordance with the provisions of that section.

6.4 Paragraph 5 of this MoU will continue to apply to non-public information shared between the TSS and CIFO in the event that this MoU is terminated.

Dated

Signed for the TSS

24/01/2023

Robin Gonard

Chief Trading Standards Officer

Trading Standards Service, Guernsey

Signed for OFSO

04/07/2023

Douglas Melville

Principal Ombudsman & Chief Executive

Channel Islands Financial Ombudsman