

# “All Risks” Policy

# The Cornish Mutual Assurance Co. Ltd.

Registered Office: CMA House, Newham Road, Newham, TRURO, TR1 2SU

Tel: 01872 277151

Fax: 01872 223053

Email: [enq@cornishmutual.co.uk](mailto:enq@cornishmutual.co.uk)

Registered in England No. 78768

To help us improve our service, telephone calls to us may be recorded and monitored

Authorised and regulated by the Financial Services Authority

## “All Risks” Insurance Policy

We (The Cornish Mutual Assurance Company Limited) agree with you (the Policyholder named in the Schedule) that we will provide the insurance set out in the Policy and in any Endorsements specified as operative in the Schedule in respect of events occurring during the Period of Insurance for which you have paid a premium.

The Period of Insurance is for the period indicated in the Schedule. Renewal of the Policy may be offered with changes to the Policy and premium.

This Policy is subject to the law applicable to your place of residence (or in the case of a business to the place where the principal office is situated) in the United Kingdom, the Isle of Man or the Channel Islands.

Signed on our behalf.



Chairman



Managing Director

# “All Risks” Policy

## Insured Events

Loss of or damage to the Insured Property owned by or the responsibility of you or any member of your family permanently living with you.

### We will not be liable for

- (a) loss or damage caused by
  - (i) wear and tear, depreciation, fungus, insects, vermin, atmospheric or climatic conditions, the action of light, or any gradually operating cause
  - (ii) any process of cleaning, dyeing, altering, repairing, restoring, erecting or dismantling
  - (iii) delay, confiscation or detention by Customs or other officials
- (b) mechanical or electrical failure
- (c) the failure of any computer, computer program, data processing equipment, microchip, integrated circuit or similar device or any computer software to recognise correctly any date as its true calendar date
- (d) loss of or damage to films, slides, audio or video records, discs, cassettes, tapes or styli unless caused by fire or by theft involving forcible and violent entry to or exit from a building or caravan.

## Making a Claim Under Your Policy

Should you need to make a claim under your Policy please contact the Claims Department at Cornish Mutual, CMA House, Newham Road, Newham, Truro, TR1 2SU, by Tel: 01872 277151 by Fax: 01872 263032 by email to [claims@cornishmutual.co.uk](mailto:claims@cornishmutual.co.uk). If writing to us, please mark your letter for the attention of the Claims Department.

Please ensure you are able to provide details of the Policyholder and the Policy number to enable us to advise and assist you without delay. You should contact us as soon as practicable after the incident giving rise to the claim has occurred.

## Claims Settlement Provisions

- A. Claims for loss of or damage to the Insured Property will be settled by payment or, at our option, by repair or replacement, on the basis of the cost of repair or of replacement as new if an article is totally lost or destroyed, less an allowance for any depreciation and wear and tear. For the purpose of any claim settlement, repair or replacement as near as is reasonably practicable will be sufficient even though the former appearance or condition of the article may not be precisely restored.
- B. For the Insured Property described in Section A of the Schedule we will not pay in respect of
  - 1) any one article more than the Maximum Amount Payable stated in Section A of the Schedule
  - 2) any one event, more than the Total Sum Insured stated in Section A of the Schedule.

For the Insured Property described in Section B of the Schedule we will not pay in respect of each Item more than the Sum Insured specified against the Item.

- C. Each claim will be subject to an Excess of £50, which is the amount of the claim to be borne by you. We will deduct the Excess from the total amount payable in respect of the claim after the application of any relevant monetary limits specified in the Policy.

## Conditions

1. **Observance of Terms:** It is a condition precedent to our liability that anyone claiming indemnity complies with the terms of this Policy as far as they can apply.
2. **Precautions:** You must take all reasonable precautions to reduce or remove the risk of loss or damage.
3. **Notification:** You must report any loss or damage to us in writing as soon as reasonably possible and notify the police immediately of any damage by theft, riot or malicious persons or of any loss, whether by theft or otherwise. Except with our written consent no expense is to be incurred in making good damage.
4. **Conduct of Claim:** You must at your own expense provide us with such proofs, evidence, certificates and assistance as we may reasonably ask for in connection with any claim. No property may be abandoned to us.
5. **Other Insurance:** If any other insurance covers the same loss or damage we will pay only our rateable proportion of any claim.
6. **Cancellation:** We may cancel your Policy by sending at least 7 days notice to your last known address. You have the right to cancel the Policy within 14 days of conclusion of the contract or receipt of the Policy documents, whichever is later, or at any other time, by writing to our Registered Office address requesting cancellation. We will return any premium paid, less an amount to represent the insurance cover we have provided, within 30 days of your request. The cost of the cover we have provided will be in proportion to the annual premium.

# “All Risks” Policy

## General Exclusions

1. **Geographical Limits:** This Policy does not insure loss or damage occurring outside Great Britain, Northern Ireland, the Isle of Man and the Channel Islands except for the first 60 days in any Period of Insurance that the Insured Property is outside these geographical limits whilst in your care or that of a member of your family permanently residing with you. For loss or damage occurring outside these geographical limits we will not pay in any Period of Insurance more than the total of the relevant Sums Insured or £3,000, whichever is the less.
2. **War Risks:** This Policy does not insure any consequence whether direct or indirect of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
3. **Nuclear Risks:** This Policy does not insure  
loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss  
  
directly or indirectly caused by or contributed to by or arising from the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof or ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
4. **Terrorism and Civil Commotion:** This Policy does not insure loss, damage, liability, injury, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or any consequential loss in connection with
  - (i) (a) any Act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.  
(b) In Northern Ireland, Civil Commotion.
  - (ii) any action taken in controlling, preventing, suppressing or in any way relating to any Act of Terrorism.For the purpose of this exclusion an Act of Terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious or ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.  
If we allege that by reason of this exclusion any loss, damage, cost or expenses is not covered by this insurance the burden of proving the contrary shall be upon you.  
In the event that any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
5. **Data Recognition:** This Policy does not insure:
  - (a) any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from the failure of any computer or other equipment or system for processing, storing or retrieving data, whether the property is owned by you or not  
and
  - (b) loss or damage directly or indirectly caused by or consisting of or arising from the failure of any computer, data processing equipment or media, microchip, integrated circuit or similar device or any computer software, whether the property is owned by you or not
  - (i) correctly to recognise any date as its true calendar date
  - (ii) to capture, save or retain and/or correctly to manipulate, interpret or process any data or information or command or instruction as a result of treating any date otherwise than its true calendar date

- (iii) to capture, save, retain or correctly to process any data as a result of the operation of any command which has been programmed into any computer software, being a command which causes the loss of data or the inability to capture, save, retain or correctly to process such data on or after any date

## 6. **Electronic Data**

### A. Electronic Data:

- (a) this Policy do not insure loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data from any cause whatsoever (including but not limited to Computer Virus) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this exclusion

- (i) Electronic Data means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programs, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.
- (ii) Computer Virus means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. Computer Virus includes but is not limited to 'Trojan Horses', 'worms' and 'time or logic bombs'.
- (b) In the event, however, that a peril listed below results from any of the matters described in paragraph (a) above this Policy, subject to all its terms, conditions and exclusions, will cover physical damage to property directly caused by such listed peril but only to the extent that cover is operative under the relevant Section of this Policy.

Listed Perils: Fire, Explosion

### B. Electronic Data Processing Media Valuations:

Should electronic data processing media suffer physical loss or damage insured by one of the Sections of this Policy set out in A. (a) above, then the basis of valuation will be the cost of the blank media plus the cost of copying the Electronic Data from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling such Electronic Data. If the media is not repaired, replaced or restored the basis of valuation will be the cost of the blank media. This Policy, however, does not insure any amount pertaining to the value of such Electronic Data to you or any other party even if the Electronic Data cannot be recreated, gathered or assembled.

# “All Risks” Policy

## Endorsements

**Each of the following Endorsements is operative only in respect of the Item against which it is stated to be operative in the Schedule.**

**H.51 – Articles kept in a Bank:** We will provide insurance only whilst the Insured Property is in a bank for safe-keeping.

**H.56 – Fire and Theft Cover only:** We will provide insurance solely against loss or damage caused by fire, explosion, lightning, earthquake or theft.

**H.57 – Fire and Limited Theft Cover only:** We will provide insurance solely against loss or damage caused by fire, explosion, lightning, earthquake or by theft involving forcible and violent entry to or exit from a locked building.

**H.59 – Intruder Alarm:** We will not be liable for loss or damage occurring at the address shown in the Schedule if caused by thieves unless the intruder alarm system installed at that address is

- (a) tested and put into operation on each and every occasion that the premises are left without an occupant and
- (b) inspected and maintained under the terms of the agreement with the installing company.

If you change your address from that shown in the Schedule we will not be liable for loss or damage occurring at your new address if caused by thieves unless

- (a) you inform us in writing of the change of address within 14 days thereof and
- (b) our requirements, if any, for the protection of the Insured Property in consequence of your change of address are carried out within such period as we may allow for their implementation.

**H.64 – Change of Address:** If you change your address from that shown in the Schedule we will not be liable for loss or damage occurring at your new address if caused by thieves unless

- (a) you inform us in writing of the change of address within 14 days thereof and
- (b) our requirements, if any, for the protection of the Insured Property in consequence of your change of address are carried out within such period as we may allow for their implementation.

## Our Service to you

As a Mutual organisation we are Member-centred and want to ensure that we treat all our Members fairly and honestly. We seek to give a high level of service at all times.

If there are occasions when we do not meet your standards please contact us at the address below.

### **The Cornish Mutual Assurance Co. Ltd.**

Registered Office: CMA House, Newham Road, Newham, TRURO, TR1 2SU

Tel: 01872 277151 Fax: 01872 223053 Email: [enq@cornishmutual.co.uk](mailto:enq@cornishmutual.co.uk)

#### **We will handle your complaint in the following way:**

- We will acknowledge your complaint within five working days and give you the name and title of the person who is handling your complaint.
- We will deal with your complaint as quickly as possible and aim to provide you with a formal response within twenty working days from receipt of the complaint. If compensation or redress is appropriate we will provide these details with our response. If we feel your complaint is not justified full reasons for our decision will be provided to you.
- If we are unable to resolve your complaint within twenty working days we will write to you and explain why we have been unable to resolve the issue. We will also advise you of when you can expect to receive our final response.
- If you remain dissatisfied you have the option of contacting The Financial Ombudsman Service. Their contact details are:

**South Quay Plaza, 183 Marsh Wall, LONDON, E14 9SR**

Tel: 0845 080 1800

e-mail: [enquiries@financial-ombudsman.org.uk](mailto:enquiries@financial-ombudsman.org.uk)

Our response to your complaint will always include a leaflet explaining The Financial Ombudsman Service.

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Cornish Mutual is authorised and regulated by the Financial Services Authority.