

**Brucellosis Insurance
Summary of Insurance**

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An annual Insurance for Herds in Great Britain, Northern Ireland or the Isle of Man under compulsory brucellosis eradication measures. The insurance does not apply to the specific testing of individual animals conducted in connection with shows, sale or export.

A Brucellosis proposal will not

- 1) normally be accepted unless other insurance is already held with us by you, a member of your family permanently living with you or a partner or director in your business
- 2) normally be accepted for an indemnity exceeding
 - (i) £250,000 in respect of a herd
 - (ii) £10,000 in respect of a single animal
- 3) be accepted for a herd which is subject to any special restrictions
- 4) be accepted unless you are resident in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

The parties to the contract are entitled to choose the law applicable to it. We propose to choose the law applicable to your place of residence (or in the case of business the place where the principal office is situated) in the United Kingdom, the Isle of Man or the Channel Islands.

Summary of Available Cover

If any insured animal is slaughtered as a result of its failure to pass a blood test for brucellosis we will pay under

Indemnity A(i), applicable to all animals whose estimated market value does not exceed £400, an amount equal to 25% of the Ministry or Department of Agriculture's valuation of the animal subject to a maximum of £100.

Indemnity A(ii), applicable to all animals whose estimated market value does not exceed £600, an amount equal to 25% of the Ministry/Department's valuation of the animal or the difference between its actual fair market value and the Ministry/Department compensation, whichever is greater, subject to a maximum of £150.

Indemnity A(iii), applicable to all animals whose estimated market value does not exceed £1,200, an amount equal to 25% of the Ministry/Department's valuation of the animal or the difference between its actual fair market value and the Ministry/Department compensation, whichever is greater, subject to a maximum of £300.

Indemnity B, applicable to all animals whose value exceeds £1,200, the amount shown by you as the sum insured opposite the identification name or number of the animal in the schedule or the professional valuation of the animal prior to slaughter, whichever is less. If a professional valuation is not produced the amount payable will be limited to £1,000.

Note:- The sums insured under Indemnity B are payable in addition to Government compensation.

Important Notes

- 1) The insurance is valid only whilst current brucellosis eradication regulations remain in force.
- 2) The insurance is Subject to Average. This means that, if at the time of a blood test for brucellosis the number of animals owned by you and eligible for the test exceeds by more than 10% the number of animals insured, the amount payable in respect of slaughtered animals will be reduced in the proportion that the number of animals insured bears to the total number of animals eligible for testing.
- 3) The renewal date of the insurance may be arranged to coincide with the expiry dates of your other insurances. Policies covering periods of less than 12 months will, however, be issued only at the full annual premium. Policies which cover a period of more than a year will attract a pro rata premium for the period in excess of 12 months.

Schedule

In completing the schedule on the proposal form you should take into account that

- 1) in the event of an animal reacting to the brucellosis test, the Ministry/ Department will pay compensation of 75% of their valuation subject to a variable maximum figure which is calculated on various market returns. The insurance is designed to make up the difference between such compensation and the actual fair market value at the time of slaughter. Because of this variable factor, care must be taken when assessing sums insured. For animals valued over £1,200, a list showing the identities of the individual animals concerned must be attached to the proposal form; to arrive at the sum insured, the expected Ministry/Department compensation should be deducted from the value
- 2) all additions or increases in sums insured during the period of insurance attract the full annual rate subject to a minimum additional premium of £10 per adjustment
- 3) no return of premiums will be allowed except where
 - (i) the herd has been sold and you confirm in writing that no livestock will be purchased during the remaining period of insurance, and
 - (ii) no blood test has taken place between the date of commencement of the insurance and the date of the sale of the herd
- 4) the maximum number of animals eligible for blood testing likely to be in your possession in the period of insurance must be insured for the maximum sum insured they will attain in that period (all such eligible animals should, therefore, be declared at the commencement of the insurance)
- 5) no additions or increases in sums insured will be accepted whilst movement restrictions are imposed upon the herd or any animal
- 6) where animals are insured under Indemnity B, identification names or numbers must be supplied and if an animal reacts to a blood test an independent valuation must be obtained prior to slaughter.

Claims Settlement Provisions

By payment of the rate of indemnity agreed with you as specified in the Schedule shown in your Policy document.

Commencement of Insurance

Insurance will normally commence only from the date when the premium or a deposit premium is received by Cornish Mutual or its representatives, or on any later date requested by you. Cover is subject to acceptance by Cornish Mutual of the proposal form. We reserve the right to decline the proposal. Confirmation of Cover will be issued to you in writing.

Cancellation of Cover

You have the right to cancel the Policy within fourteen days of the conclusion of the contract or receipt of the Policy documents, whichever is later. Your request to exercise this right must be made in writing to our Registered Office address.

You may also cancel the Policy if you dispose of the premises at the Risk Address.

We will return any premium paid, less an amount to represent the insurance cover we have provided, within thirty days of your request. The cost of the cover we have provided will be in proportion to the annual premium.

Making a claim under your Policy

If you would like to make a claim under your Policy please contact the Claims Department.

Claims Department
Cornish Mutual
CMA House
Newham Road
Newham
Truro TR1 2SU
Tel: 01872 277151
Fax: 01872 263032
Email: claims@cornishmutual.co.uk

When corresponding with us by email please note that proof of sending an email does not mean we have received it. Please ensure we have acknowledged receipt of your email.

Financial Services Compensation Scheme

Our activities are covered by the Financial Services Compensation Scheme and consequently you may be entitled to compensation if we cannot meet our obligations. The amount of any compensation is dependent upon what insurance you have and the circumstances of the compensation claim but for compulsory classes of insurance please note there are no upper limits on any claim. For further information on The Financial Services Compensation Scheme contact the scheme directly on 0207 8927300, visit: www.fscs.org.uk or write to: Financial Services Compensation Scheme, 7th floor, Lloyds Chambers, Portoken Street, London E1 8BN

Data Protection - Information Uses

For the purposes of the Data Protection Act 1998, the Data Controller in relation to any personal data you supply is The Cornish Mutual Assurance Company Ltd.

Insurance Administration

Information you supply may be used for the purposes of insurance administration by Cornish Mutual, our agents and reinsurers. It may be disclosed to regulatory bodies for the purposes of monitoring and/or enforcing our compliance with any regulatory rules/codes. Your information may also be used for offering renewal, research and statistical purposes and crime prevention.

In assessing any claims made, Cornish Mutual or its agents may undertake checks against publicly available information (such as electoral roll, county court judgments, bankruptcy orders or repossessions). Information may also be shared with other insurers either directly or via those acting for the insurer (such as loss adjusters or investigators). In the case of personal data, with limited exceptions, and on payment of the appropriate fee, you have the right to access and if necessary rectify information held about you.

Sensitive Data

In order to assess the terms of the insurance contract or administer claims which arise, the insurer may need to collect data which the Data Protection Act defines as sensitive (such as medical history or criminal convictions). By proceeding with this application you will signify your consent to such information being processed by the insurer or its agents.

Marketing

The Cornish Mutual Assurance Company Ltd may use your information to keep you informed by post, telephone, email or other means about products and services which may be of interest to you. Your information may also be disclosed and used for these purposes after your Policy has lapsed or we may use your data to carry out research. If you do not wish your information to be used for these purposes please write to us at Cornish Mutual, CMA House, Newham Road, Truro, TR1 2SU.

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.

Cornish Mutual, CMA House, Newham Road, Newham, Truro TR1 2SU
Tel: 01872 277151 Fax: 01872 223053 Email: 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 0801800 Email: complaint.info@financial-ombudsman.org.uk

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