

Combined Fire 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

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

Combined Fire 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

Combined Fire Policy

Definition of Terms

Each of the following words and expressions is given a specific meaning which applies wherever it appears in **bold type** in this Section or the Specification or in CAPITAL LETTERS in any typed Endorsements for this Section.

Buildings: means the farm buildings, including landlord's fixtures and fittings, at the **Farm**, but not the farmhouse or other private dwellings at the **Farm**.

Dwellings: means the farmhouse, or other private dwellings at the **Farm**.

Farm: means the farm at the Risk Address, together with any land or farm buildings elsewhere which are owned, leased, rented or hired by or lent to, you and worked as one unit with the **Farm**.

Farm Produce and Supplies: means growing crops, produce stored or awaiting despatch, consumable stores including seeds, manufactured feeds, fertilisers, manures, silage, insecticides, chemicals, fuels, lubricants, sacks and containers.

Livestock: means horses, cattle, goats, sheep, pigs, deer, working dogs and, where specifically mentioned, poultry.

Machinery: means agricultural implements, plant and machinery including milking machines, bulk milk tanks, grass driers and grain driers, automatic feeding equipment, cooking plant, battery cages and the like, implements, tools, fixtures and fittings (not the landlord's) but not plant, vehicles or implements which are insured under a more specific policy.

Poultry: means chickens, turkeys, geese, ducks and game birds

Subject to Average: means that if at the time of the loss or damage the Sum Insured on any item is less than the value of the Property insured under that item you will be considered to be your own insurer for the difference and will bear a rateable proportion of the loss or damage.

Subject to the Special Condition of Average: means that if at the time of the loss or damage the Sum Insured on any item is less than 75% of the value of the Property insured under that item you will be considered to be your own insurer for the difference between the Sum Insured and the value of the Property insured under the Item and will bear a rateable proportion of the loss or damage.

Tenants Liability: means cover based on the Agricultural Holdings Legislation requirements

Money: means cash, bank notes, cheques, girocheques, postal orders, current postage stamps, National Insurance stamps, holidays-with-pay stamps, trading stamps, National Savings Certificates and stamps, premium bonds, luncheon vouchers, gift tokens, consumer redemption vouchers, credit card sales vouchers and VAT purchase invoices, owned by you or for which you are legally responsible in connection with the **Business**.

Section One - Fire and other specified perils

1. Loss of or damage to Property described in the Schedule caused by
 - i) fire (not occasioned by or happening through its undergoing any process involving the application of heat, or its own spontaneous fermentation), lightning, explosion, earthquake or volcanic eruption
 - ii) riot, civil commotion, labour and political disturbances or malicious persons, but not loss or damage
 - a) resulting from confiscation, destruction or requisition by order of the Government or any Public Authority or from cessation at work
 - b) resulting from theft
 - iii) aircraft and other aerial devices or articles dropped therefrom

We will not pay in respect of

- a) any one animal more than its market value at the time of the loss or damage subject to a maximum of £5,000
 - b) any one event more than the relevant Sum Insured shown in the Schedule.
2. Loss of or damage to **Buildings** caused by impact by road vehicles.
We will not pay in respect of any one event more than the relevant Sum Insured shown in the Schedule.
3. Loss of or damage to Fences, Gates and Hedges caused by impact by road vehicles.

We will not pay in respect of any one event more than £1,000 or the relevant Sum Insured, whichever is the lesser.

- 4 Loss of or damage to **Farm Produce and Supplies, Livestock** and **Machinery** temporarily removed from the **Farm** caused by any peril (i) to (iii) in paragraph 1.
We will not pay in respect of any one event more than 15% of the relevant Sum Insured shown in the Schedule
5. Death of **Livestock**, other than poultry, caused by accidental electrocution.
We will not pay in respect of
 - a) any one animal more than its market value at the time of injury subject to a maximum value of £5,000
 - b) any one event more than the Sum Insured on **Livestock** shown in the Schedule
6. Loss of or damage to
 - i) deeds, documents, manuscripts, business books, computer systems records, patterns, models, moulds, plans, drawings and designs, but only for their value as materials and the cost of labour expended in reproducing them
 - ii) personal effects, not otherwise insured, of your directors, partners, employees and visitors (up to £250 in respect of any one person) at the **Farm** caused by any peril (i) to (iii) in paragraph 1
We will not pay in respect of any one event more than £1,000

Indemnity to Contracting Purchaser: When you agree to sell your interest in the **Buildings** the buyer will have the benefit of this insurance until completion of the sale unless the buyer is insured under any other Policy.

This section does not insure

- a) destruction of or damage to dynamos, motors or any portion of the electrical installation directly caused by abnormal currents or self-heating
- b) loss of or damage to **Money**
- c) any consequential loss

Section Two - Storm

Loss of, or damage caused by storm, to **Buildings** as specified in Appendix A.

We will not pay in respect of any one event more than the relevant Sum Insured shown in the Schedule.

This section does not insure

Loss or damage caused by

- a) the escape of water from the normal confines of any natural or artificial watercourse or lake, reservoir, canal or dam, or inundation from the sea, whether resulting from storm or otherwise
- b) loss or damage caused by frost, subsidence, heave or landslip
- c) the first £50 of each loss

Section Three - Theft

- 1) Loss of or damage to **Machinery, Farm Produce and Supplies and Livestock**, caused by theft or any attempted theft at the **Farm**.

We will not pay in respect of

- i) any one animal more than its market value at the time of the loss or damage subject to a maximum value of £5,000
 - ii) any one event more than the relevant Sum(s) Insured shown in the Schedule.
- 2) Loss of or damage to the **Buildings** if you are the owner of the **Buildings** or legally responsible for repairing damage to the **Buildings** caused by theft or any attempted theft at the **Farm**.
We will not pay in respect of any one event more than £5,000.
 - 3) Loss of or damage to

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- i) deeds, documents, manuscripts, business books, computer systems records, patterns, models, moulds, plans, drawings and designs, but only for their value as materials and the cost of labour expended in reproducing them
- ii) personal effects, not otherwise insured, of your directors, partners, employees and visitors (up to £250 in respect of any one person)

caused by theft or any attempted theft at the **Farm**.

We will not pay in respect of any one event more than £1,000.

This section does not insure

- a) loss or damage by theft or attempted theft by or in collusion with any of your directors, partners, or employees or any member of your household
- b) malicious damage or any loss not traceable to a specific event
- c) consequential loss
- d) the first £100 of each loss

Section Four - Sheep Worrying

This Section covers Death of Sheep, as a result of being worried at the **Farm**, by a dog, not belonging to you, or by any predatory animal.

We will not pay in respect of any one event more than the relevant Sum Insured shown on Sheep in the Schedule.

The Company will pay Vets fees (not exceeding £100) where, as a result of treatment an animal recovers and no claim arises.

This Section does not insure Aborted and Stillborn Lambs.

Section Five - Milk Jars

This Section covers accidental damage to Glass Pipeline and Milk Jars whilst in use.

We will not pay in respect of any one event more than the Sum Insured shown in the Schedule

This Section does not insure damage caused by

- a) frost
- b) wear and tear or gradual deterioration
- c) vermin
- d) any process of cleaning or repairing

Section Six - Tenant's Liability

Loss of or damage to landlords farm buildings, fences, gates and growing hedges caused by

- i) fire (not occasioned by or happening through its undergoing any process involving the application of heat), lightning, explosion, earthquake or volcanic eruption
- ii) riot, civil commotion, labour and political disturbances or malicious persons, but not loss or damage
 - a) resulting from confiscation, destruction or requisition by order of the Government or any Public Authority or from cessation at work
 - b) resulting from theft
- iii) aircraft and other aerial devices or articles dropped therefrom
- iv) impact by road vehicles

but only where liability exists under the Tenancy Agreement for such loss or damage.

We will not pay in respect of any one event more than the relevant Sum Insured shown in the Schedule, or £1,000 if the loss is confined to fences, gates and growing hedges.

This Section does not insure

- a) destruction of or damage to dynamos, motors or any portion of the electrical installation directly caused by abnormal currents or self-heating
- b) loss or damage to **Money**
- c) any consequential loss.

Claims Settlement Provisions

Subject to the terms of, and the limits specified, in this Policy, claims will be settled by payment or, at our option, by replacement, reinstatement or repair on the basis of the cost of repair or of replacement as new at current prices if an item is totally lost or destroyed, less an allowance for any depreciation and wear and tear except as otherwise provided below.

Buildings

Claims for the destruction of or damage to the **Buildings** will be settled on the basis of the cost of reinstatement or repair or, where repairing the damage is uneconomic, the cost of providing modern buildings with comparable facilities, without any allowance for depreciation of wear and tear provided that

- 1) such cost has been incurred
- 2) the **Buildings** were in a good state of repair at the time of the loss or damage, and
- 3) the Sum Insured is not less than the cost of rebuilding the **Buildings** in their entirety.

We will pay the following additional costs necessarily incurred in having the **Buildings** rebuilt after insured loss or damage if allowance has been made for such costs when fixing the Sum Insured on **Buildings**,

- i) reasonable architects', surveyors' and legal fees but not fees incurred in preparing any claim,
- ii) the cost, incurred with our consent, of debris removal, dismantling, demolition, shoring up or propping,
- iii) the additional cost of reinstating the damaged parts of the **Buildings** incurred solely to comply with any statutory requirement of local authority bye-law but not the cost of compliance with any notice served on you before the damage occurred.

Livestock

Claims for loss or death of **Livestock** will be settled on the basis of the market value of the **Livestock**. Such claims must be certified by a qualified Veterinary Surgeon.

If we opt or become bound to replace, reinstate or repair any Property replacement, reinstatement or repair as nearly as reasonably practicable is to be deemed sufficient, although the former appearance or condition of the Property may not be precisely restored.

Making a claim under your Policy

Should you need to make a claim under your Policy you should contact the Claims Department at:

Cornish Mutual
CMA House
Newham Road
Newham
Truro
TR1 2SU

Tel: 01872 277151 Fax: 01872 263032 email: claims@cornishmutual.co.uk

Please mark all correspondence 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.

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

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Conditions

1. **Observance of Terms:** It is a condition precedent to our liability that anyone claiming indemnity or benefit complies with the terms of the Policy as far as they can apply.
2. **Precautions:** You must take all reasonable precautions to reduce or remove the risk of damage, loss or injury. On discovering that an animal has sustained injury in circumstances likely to give rise to a claim under this Policy you must immediately obtain the services of a veterinary surgeon and ensure that the injured animal is properly treated.
3. **Alteration to Risk:** We may avoid liability under this Policy if, without written consent, any alteration is made which increases the risk of damage, loss or injury.
4. **Notification:** You must notify us immediately of the death of any animal occurring in circumstances likely to give rise to a claim under this Policy and must not, without our consent, cut or dispose of the carcass for at least 24 hours after our receipt of such notice. You must report any other damage or loss to us in writing as soon as reasonably possible and notify the police immediately of any damage, or loss by theft, attempted theft, riot or malicious persons. No expense in making good damage may be incurred without our written consent except for emergency repairs to prevent further loss or damage.
5. **Conduct of Claim:** Anyone claiming indemnity must give us any help which we may reasonably ask for in connection with the claim. No property may be abandoned to us. We will be entitled to the full conduct and control of the defence or settlement of any claim from a third party, and no admission of liability may be made without our written consent.
6. **Other Insurance:** If any other insurance covers the same death, damage, loss or liability we will pay only our rateable proportion of any claim.
7. **Cancellation:** We may cancel your Policy by sending at least seven 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 thirty days of your request. The cost of the cover we have provided will be in proportion to the annual premium.

General Exclusions

1. **Sonic Bangs:** This Policy does not insure loss, destruction or damage occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.
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
 - a) loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss
 - b) any legal expense of whatsoever nature 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 governments(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) under Section One and Two 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 as its true calendar date.
 - iii) to capture save retain or correctly to process any data as a result of the operation or 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 but this will not exclude subsequent loss or damage not otherwise excluded, which itself results from an insured peril.

6. **Electronic Data**

A. Electronic Data:

- a) Sections One, Two and Three of 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 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 operation under the relevant Section of this Policy.

Listed Peril: 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 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.

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7. This policy does not insure any loss or damage caused by pollution or contamination, except loss of or damage to the property insured (unless otherwise stated) caused by;
- (i) Pollution or contamination which itself results from an Insured Peril
 - (ii) An Insured Peril which itself results from pollution or contamination.

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

e-mail: 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

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

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Head office

CMA House
Newham Road
Newham
Truro
Cornwall TR1 2SU

Tel: 01872 277151
Fax: 01872 223053

Exeter office

Unit A
Exeter Livestock Centre
Matford
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Devon EX2 8FD

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