

Farmer's Insurance Policy

The Cornish Mutual Assurance Co. Ltd.

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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

Farmer's 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

Farmer's Insurance 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 Policy, the Specification or in any typed Endorsements.

Actions(s): means legal proceedings (including appeal) arising out of any prosecution, inquiry, emergency control order, forfeiture, improvement notice, order to warn, prohibition notice, prohibition order or suspension notice.

Business: means the Business specified in the Schedule including the ownership, occupation, repair, maintenance and decoration of your property in connection with the Business.

Employee(s): means

- (i) anyone under a contract of service or apprenticeship with you
- (ii) anyone hired or borrowed by you
- (iii) anyone engaged under a recognised work experience training scheme
- (iv) any labour master or labour-only sub-contractor or person supplied by them, or self-employed person (for labour only)
while working for you in connection with the Business.

Farm: means the farm at the Risk Address shown in the Schedule including land or farm buildings elsewhere which are owned or occupied by you and worked as one unit with it.

Excess: means the amount of the claim which is to be borne by you. We will deduct that amount from the amount payable in respect of the claim after the application of any relevant monetary limits specified in this section.

Sum Insured: means the sum specified per Item as such in the latest Schedule or in the subsequent renewal invitation. Some Sums Insured may be adjusted annually as advised to you.

Section One - Public Liability

Public Liability 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.

Asbestos: means asbestos, asbestos fibres or any derivatives of asbestos and any product containing asbestos, asbestos fibres or any derivatives of asbestos in whatever form or quantity.

Gradual Pollution: means **Pollution or Contamination** other than 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.

All such pollution or contamination which arises out of one incident will be deemed to have occurred at the time the incident takes place.

Injury: means bodily injury and includes illness, disease and death.

Legal Liability: means your legal liability for damages and claimants' costs and expenses in respect of

- (i) accidental **Injury** to any person, not being an **Employee**
- (ii) accidental loss of or damage to material property
- (iii) accidental obstruction, trespass or nuisance

Pollution or contamination: means

- (i) all pollution or contamination of buildings or other structures or of water or land or the atmosphere, and
- (ii) all **Injury**, loss or damage directly or indirectly caused by such pollution or contamination

Products: means goods (including their containers) sold, supplied, repaired, serviced, altered, renovated, processed or tested by you in the course of the **Business**.

Road Vehicle: means a mechanically propelled vehicle or any trailer attached to it, used in circumstances to which the Road Traffic Acts apply or for which you insure liability under a more specific Policy

Section One - Public Liability

What IS Insured

A. Legal Liability

- 1) **Legal Liability** arising in connection with the **Business**.

The insurance extends to include **Legal Liability** arising in connection with the **Business**

- i) under Section 3 of the Defective Premises Act 1972 or Article 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with any premises disposed of by you which were prior to disposal owned by you, provided that the liability is not insured under another policy
- ii) from loss of or damage to
 - a) the personal effects of paying guests
We will not pay more than £25,000 in respect of all events arising from any one cause
 - b) directors' or **Employees'** property
 - c) customers' or visitors' property while temporarily on your premises (except property for alteration, cleaning, inspection, repair, servicing or storage).

We will not pay more than £5,000,000 in respect of all events

- a) arising from any one cause or
 - b) occurring in any one Period of Insurance attributable to
 - i) **Products**
 - ii) **Pollution or Contamination**.
- 2) Costs and expenses incurred with our consent, including the cost of representation at any Coroner's Court, Fatal Accident Inquiry or Court of Summary Jurisdiction.

What IS NOT Insured

A. Legal Liability

- a) the manufacture, making-up, dispensing, supply or distribution of fertilisers or feedstuffs other than the dispensing, supply or distribution of proprietary preparations in unopened containers as supplied by the manufacturers
- b) Liability arising from
 - i) the use by you or on your behalf of any aircraft, hovercraft, train, watercraft or **Road Vehicle**
 - ii) advice, design, specification or treatment provided for a fee by or through you or your directors, partners or **Employees**
 - iii) known exports of any **Products** to the United States of America or Canada

iv) Gradual Pollution

- c) Liability arising from loss of or damage to
 - i) material property owned by you
 - ii) material property in your custody or control or that of your directors, partners or **Employees**, other than as insured under 1) (ii)
 - iii) that part of any material property on which you or anyone acting on your behalf is or has been working if the loss or damage results directly from such work
- d) Any claim in respect of
 - i) loss of or damage to **Products**
 - ii) the cost of recalling, altering, repairing, replacing or making any refund in respect of **Products**
- e) Liability which arises only because of an agreement relating to the sale or supply of **Products**
- f) Liquidated, punitive or exemplary damages, fines or penalties
- g) Any claims which arises from an action brought in a court of law in the United States of America or Canada or in a country which operates under the laws of the United States or Canada, or from any proceedings to enforce a judgement in such an action.
- h) Liability directly or indirectly arising out of or resulting from or in consequence of in any way involving:
 - i) exposure to inhalation or ingestion of or fears of the consequence of exposure to or inhalation of or ingestion of **Asbestos**
 - ii) the cost of cleaning up, or removal of or loss of or damage to property arising out of any **Asbestos** other than loss of or damage to property involving products containing **Asbestos** where the existence of **Asbestos** is not itself a direct or indirect cause of the loss of or damage to property.

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What is NOT Insured (Cont'd)

- i) Liability arising from
 - i) the production, supply of, or presence on the **Farm** of any genetically modified **Products**, where liability may be attributed directly or indirectly to the genetic characteristics of the **Products**
 - ii) the spread, the fear of spread, the threat of spread or the fear of threat of spread of genetically modified organism characteristics into the environment or any change to the environment arising from research into testing of or production of genetically modified organisms.

B. Additional Costs

Costs and expenses incurred with our consent by you or your directors, partners or **Employees** in defending **Actions** arising in connection with the **Business** under

- i) the Health and Safety at Work etc. Act 1974, the Health and Safety Inquiries (Procedure) Regulations 1975 and the Health and Safety at Work (Northern Ireland Order 1978
- ii) Part II of the Consumer Protection Act 1987
- iii) The Food Safety Act 1990 and the Food Safety (Northern Ireland) Order 1991

provided that you give written notice to us immediately you have knowledge of an impending **Action** or any circumstances which might give rise to an **Action**.

We will not pay more than £250,000 in respect of all **Actions** arising under the same Act in any one Period of Insurance.

B. Additional Costs

- a) Fines or penalties
- b) Any claim which arises from a deliberate act or omission by you your directors, partners or **Employees**
- c) Any claim where the **Action** is solely in connection with the health and safety of any **Employee**.

Additional Parties

If more than one party is named as Policyholder in the Schedule the insurance provided under this Section will apply separately to each party

At your request this insurance will also apply to

- i) your directors, partners or **Employees** against any liability for which you would have been entitled to indemnity under this Section had the claim been made against you
- ii) any principal for whom you are carrying out a contract for the performance of work in connection with the **Business** but only to the extent required by the contract
- iii) the owner of plant hired-in by you but only to the extent of the conditions of hire.

We will not pay in total to all parties indemnified under this Section more than the monetary limits specified in the Section.

Claims Settlement Provisions

General

We will not be liable to make a payment under more than one Section or subsection of this Policy in respect of loss of or damage to the same property caused by the same event.

Legal Liability

We will settle a claim for damages by payment on the basis of the liability incurred, subject to any relevant monetary limit specified in this Section.

For the purpose of any claim settlement we may at any time at our option pay you the maximum amount specified in this Section (less any sums already paid) or any smaller amount for which the claim or claims may be settled. We will then be under no further liability in respect of the claim or claims except for costs and expenses incurred prior to the payment.

Section Two - Employers' Liability

Employers' Liability 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, the Specification or in any typed endorsements for this Section.

Injury: means bodily injury and includes illness, disease and death

Legal Liability to Employees: means your legal liability for damages and claimants' costs and expenses in respect of **Injury** to any **Employee**

Offshore: means from the time when the **Employee** embarks onto a conveyance at the point of final departure to an offshore rig or offshore platform until such time the **Employee** disembarks from a conveyance onto land upon the **Employee's** final return from an offshore rig or offshore platform.

What IS Insured

A. Legal Liability to Employees

We will not pay more than £10,000,000 in respect of all events arising from any one cause including costs and expenses incurred with our consent, the cost of representation at any coroner's Court, Fatal Accident Inquiry or Court of summary Jurisdiction.

Compulsory Employers' Liability Insurance Laws:

This insurance complies with the law relating to compulsory insurance of liability to employees in Great Britain, Northern Ireland, the Isle of Man and the Channel Islands, If we are obliged to make a payment which we would not have been liable to make but for such law we will require you to refund the amount paid.

B. Health and Safety at Work

Costs and expenses incurred with our consent by you or your directors, partners or **Employees** in defending **Actions** arising in connection with the **Business** under the Health and Safety at Work etc. Act 1974, the Health and Safety Inquiries (Procedure) Regulations 1975 and the Health and Safety at Work (Northern Ireland) Order 1978 provided that you give written notice to us immediately you have knowledge of impending **Action** or any circumstances which might give rise to an **Action**.

We will not pay more than £250,000 in respect of all **Actions** arising in any one Period of Insurance.

C. Agricultural Wages Board

All sums which you become legally liable to pay an **Employee** in respect of sick-pay under the regulation of the Agricultural Wages Board, provided that payment has been made or liability admitted for **Injury** to an **Employee** under subsection A of this Section.

Additional Parties

If more than one party is named as Policyholder in the Schedule the insurance provided under this Section will apply separately to each party.

At your request this insurance will also apply to

- i) your directors, partners or **Employees** against any liability for which you would have been entitled to indemnity under this Section had the claim been made against you
- ii) any principal for whom you are carrying out a contract for the performance of work in connection with the **Business** but only to the extent required by the contract
- iii) the owner of plant hired-in by you but only to the extent of the conditions of hire

We will not pay in total to all parties indemnified under this Section more than the monetary limits specified in the Section.

What IS NOT Insured

A. Legal Liability to Employees

Any claim which arises from

- a) **Injury** to any **Employee** while working **Offshore**
- b) An event in respect of which liability is required to be insured under the compulsory motor insurance provisions of the Road Traffic Acts.

B. Health and Safety at Work

- a) Fines or penalties
- b) Any claim which arises from
 - i) a deliberate act or omission by you or your directors, partners or **Employees**
 - ii) **Injury** to any **Employee** while working **Offshore**
 - iii) An event in respect of which liability is required to be insured under the compulsory motor insurance provisions of the Road Traffic Acts
- c) Any claim where the **Action** is solely in connection with the health and safety of anyone not an **Employee**

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Claims Settlement Provisions

We will settle a claim for damages by payment on the basis of the liability incurred, subject to the relevant monetary limit specified in this Section.

For the purpose of any claim settlement we may at any time at our option pay you the maximum amount specified in this Section (less any sums already paid) or any smaller amount for which the claim or claims may be settled. We will then be under no further liability in respect of the claim except for costs and expenses incurred prior to the payment.

Section Three - Livestock: Straying and Transit Risks

Definition of Terms – Livestock

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

In Transit: means

- i) in transit by road on a motor vehicle or in a trailer attached to the vehicle or
- ii) while being loaded on or unloaded from the vehicle or trailer

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

Load: means the load of any one motor vehicle including the load of any attached trailer.

Straying: means straying from the **Farm** or from any road, market or show.

What IS Insured

Livestock: Straying and Transit Risks

A. Livestock: Straying

Loss of **Livestock**, other than poultry, caused by accidental injury while **Straying**.

This insurance extends to include loss of **Livestock**, other than poultry, caused by accidental injury while on a road or at a market or show

We will not pay more than

- a) £5,000 for each animal other than working dogs where the limit is £1000
- b) the relevant Sum Insured shown in the Schedule in respect of any one event, less the **Excess** specified in the Claims Settlement Provisions.

B. Livestock in Transit

Loss of **Livestock** caused by accidental injury while **In Transit**.

We will not pay more than

- a) £5,000 for each animal other than working dogs where the limit is £1000
- b) £10,000 any one **Load**
- c) The relevant Sum Insured shown in the Schedule in respect of any one event, less the **Excess** specified in the Claims Settlement Provisions

C. Veterinary Surgeons' Fees

Veterinary surgeon's fees incurred by you for treatment to an animal injured by any of the events insured under subsections A or B of this Section

- i) up to the date of its death if this occurs with 30 days of the injury or

What IS NOT Insured

A. Livestock: Straying

- a) Loss occurring more than 30 days after the injury to **Livestock**
- b) Loss of sheep resulting from the worrying by any dog or any other predatory animal
- c) Any claim resulting from
 - i) death while straying from unfenced common land or non rhyned moorland
 - ii) slaughter without our consent, other than immediate slaughter on humanitarian grounds
 - iii) the destruction to comply with any statute or any order of a competent authority
 - iv) a deliberate act or omission by you or your directors, partners or **Employees**.

B. Livestock: In Transit

- a) loss occurring more than 30 days after the injury to **Livestock**
- b) Any claim resulting from
 - i) slaughter without our consent other than immediate slaughter on humanitarian grounds
 - ii) a deliberate act or omission by you or your directors, partners or **Employees**.

- ii) during the first 30 days after the injury if a veterinary surgeon certifies that the animal would have died within this period but for his treatment

We will not pay more than £100 for each animal in respect of any one event, less the **Excess** specified in the Claims Settlement Provisions.

D. Rescue Fees

Rescue fees incurred by you and payable to any professional rescue organisation for the rescue of **Livestock**.

We will not pay more than £100 for each animal in respect of any one event, less the **Excess** specified in the Claims Settlement Provisions

Livestock: Straying and Transit Risks

Endorsements: Operative only when the endorsement number is shown in the Schedule under the heading 'Endorsements Operative'

FP.10 – Straying from Unfenced Common Land or non rhyned Moorland: subsection A of this Section extends to include loss of Livestock, other than poultry, caused by accidental injury while straying from unfenced common land or non rhyned moorland.

We will not pay more than

- a) £5,000 for each animal
- b) The relevant **Sum Insured** shown in the Schedule

in respect of any one event, less the **Excess** specified in the Claims Settlement Provisions.

This extension does not insure loss specifically excluded from Subsection A of this Section (except as amended by this extension).

FC.9 – Transit and Vets fees only: Section three of this policy includes sub-sections B (Livestock: In Transit) and C (Veterinary Surgeons Fees) and does NOT include sub-sections A (Livestock: Straying) and D (Rescue Fees). Subject otherwise to the terms and conditions of this policy.

Claims Settlement Provisions

General

- i) We will not be liable to make a payment under more than one Section or sub-section of this Policy in respect of loss of or damage to the same property caused by the same event
- ii) **Excess:** An **Excess** of £100 will apply to each claim
If a claim is made under more than one Section or subsection of this Policy for loss or damage caused at the same time by the same event only one **Excess** will apply
- iii) **Subject to the Special Condition of Average:** If at the time of loss or damage the Sum Insured on any Item stated to be **Subject to the Special Condition of Average** is less than 75% of the value of the Property insured under the 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

Livestock

We will settle a claim by payment on the basis of the market value of the animal at the time of the loss, subject to any relevant monetary limit specified in this Section.

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Section Four - Money

Definition of Terms – Money

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

Business Hours: means the period between the hours 6.00am and 8.00pm

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**.

What IS Insured

A. Non-negotiable Money

Loss of crossed cheques, crossed girocheques, crossed postal orders, stamped National Insurance cards, National Savings certificates, premium bonds, credit card sales vouchers and VAT purchase invoices, owned by you or for which you are legally responsible in connection with the **Business**.

We will not pay more than £100,000 in respect of any one event, less the **Excess** specified in the Claims Settlement Provisions.

B. Other Money

Loss of **Money**

1) at the **Farm** during **Business Hours**.

We will not pay more than

- a) £500 for loss from any one room left unattended and unlocked unless the **Money** is contained in a locked cupboard, drawer or safe and the key is removed from the room
- b) £5,000 in all

in respect of any one event, less the **Excess** specified in the Claims Settlement Provisions

2) at the **Farm** outside **Business Hours**.

We will not pay more than

- a) £2,500 in all for loss from locked safes
- b) £500 for any other loss

in respect of any one event less the **Excess** specified in the Claims Settlement Provisions

3) in transit or in a bank night safe

We will not pay more than

- a) £500 for loss while being carried in the course of a milk round
- b) £5000 in all

in respect of any one event, less the **Excess** specified in the Claims Settlement Provisions

4) in your home (not being at the **Farm**) or in the home of a director, partner or authorised **Employee** of your **Business**.

We will not pay more the £500 in respect of any one event, less the **Excess** specified in the Claims Settlement Provisions

C. Personal Accident: Assault

What IS NOT Insured

A. Non-negotiable Money

- a) Loss resulting from a business transaction
- b) Consequential loss, shortage due to errors or omissions, or depreciation in value
- c) Loss resulting from the fraud or dishonesty of your directors, partners or **Employees** or any member of your household
- d) Loss following the use of a combination code, key or duplicate key unless the combination code, key or duplicate key was obtained by violence or threat of violence to its authorised holder or to a member of the holder's family
- e) Loss from an unattended vehicle

B. Other Money

Loss specifically included in or excluded from the insurance under subsection A of this Section

Benefit, as set out below.

If you or any of your directors, partners or **Employees**, in the course of the **Business**, suffer accidental bodily injury as a direct result of assault with intent to steal **Money** we will pay to the injured person

- i) £5,000 if the injury is, within 12 months of its occurrence, the sole cause of
 - a) death or
 - b) complete and permanent loss of the sight of an eye or
 - c) complete and permanent loss of the use of a hand or foot or
 - d) permanent total disablement from attending to business or occupation of any kind.

If the person is under 16 years of age at the time of death we will pay £500 only

- ii) £25 per week for a period of up to 104 weeks from the date of injury during which that injury alone causes temporary total disablement which prevents the injured person attending to their usual business or occupation

We will not pay this Benefit in respect of any person who is under 16 years of age at the time of injury.

We will not pay more than £5,000 for each person in respect of all injuries arising out of any one accident.

We will also pay

- iii) up to a total of £250 for related medical expenses which are reasonably and necessarily incurred by the injured person
- iv) £10 for each 24 hours in hospital, up to a total of £250 if the injury results in the injured person's admission to hospital as an in-patient

D. Clothing and Personal Effects: Assault

Loss of or damage to clothing and personal effects (including security bags, boxes and waistcoats) belonging to you or your directors, partners or authorised **Employees**, as a direct result of assault, in the course of the **Business**, with intent to steal **Money**.

We will not pay more than £500 for each person in respect of any one event

E. Safes

Loss of or damage to any safe at the **Farm** caused by theft or attempted theft of **Money**.

E. Safes

- a) Loss resulting from the fraud or dishonesty of your directors, partners or **Employees** or any member of your household
- b) Loss following the use of a combination code, key or duplicate key unless the combination code, key or duplicate key was obtained by violence or threat of violence to its authorised holder or to a member of the holder's family

Claims Settlement Provisions

General

- i) We will not be liable to make a payment under more than one Section or subsection of this Policy in respect of loss of or damage to the same property caused by the same event
- ii) **Excess:** An **Excess** of £100 will apply to each claim for loss of **Money**
If a claim is made under more than one Section or subsection of this Policy for loss or damage caused at the same time by the same event only one **Excess** will apply

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Property

We will settle a claim for loss or damage to property on the following basis by payment or, at our option, by replacement, reinstatement or repair, subject to any relevant monetary limit specified in this Section.

- i) **Money:** Payment of the amount of **Money** lost
- ii) **Other Property:** the cost of repair or replacement as new at current prices if an item is totally lost or destroyed, less a deduction for any depreciation and wear and tear
For the purpose of any claim settlement replacement, reinstatement or repair as near as is reasonably practicable will be sufficient even though the former appearance or condition of the property may not be precisely restored.

Personal Accident: Assault

We will settle a claim for Benefit by payment of the relevant amounts specified in the Section. We will pay weekly Benefit only when the total amount payable for the claim has been agreed.

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 have acknowledged receipt of your email.

Conditions

1. **Observance of Terms:** Anyone claiming indemnity or Benefit under this Policy must comply with its terms as far as they can apply.
2. **Precautions:** You must take all reasonable precautions to reduce or remove the risk of loss, damage, liability or injury
3. **Alteration of Risk:** You must obtain our written consent before any alteration is made which increases the risk of loss, damage, liability or injury.
4. **Notification:** You must report the death of any animal which may be the subject of a claim under this Policy immediately and must not, without our consent, cut or dispose of the carcase for at least 24 hours after our receipt of the notification. You must report any other loss or damage to us in writing as soon as reasonably possible and notify the police immediately of any loss of money or any loss or damage caused by theft, attempted theft, riot or malicious persons. You must send any claim by a third party and notice of any proceedings to us immediately. 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:** You 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 loss, damage, liability or injury 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. **Business:** This Policy does not insure any loss, damage, liability or injury arising from agricultural or haulage contracting, riding schools, or the hire of horses, market stalls or the provision of amusement parks or the like.

2. **Geographical Limits:** This Policy does not insure any damage, liability or injury arising outside Great Britain, Northern Ireland, the Republic of Ireland, the Isle of Man and the Channel Islands.
3. **Sonic Bangs:** This Policy does not insure loss or damage occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.
4. **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.
5. **Nuclear Risk:** 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 liability 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
6. **Data Recognition:** This Policy does not insure
 - a) under Section One, 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) under subsections A B & C of Section Four, loss 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 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 process such data on or after any date
7. **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) any Act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss, except under Section Two, subsection A where we will not pay more than £5,000,000 (including any costs and expenses incurred) in respect of all events arising out of any one occurrence from any Acts or Act of Terrorism.
 - 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 the threat thereof, of any person or groups(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 purpose 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 expense 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.

8. Electronic Data:

A. Electronic Data

- a) Section Four of this policy does 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

Farmer's Insurance Policy

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. Electric 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.

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

email: enquiries@financial-ombudsman.org.uk

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

FC.14(2)



Head office

CMA House
Newham Road
Newham
Truro
Cornwall TR1 2SU
Tel: 01872 277151
Fax: 01872 223053

Exeter office

Unit A
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