



# Farm Summary of Insurance

## Farm Summary of Insurance

An annual insurance for your farming business which can include cover for a campsite and/or caravan site of up to five pitches.

This document provides a summary of what covers are available in our principal farm insurance policies. The proposal form is solely for the business activities you have indicated. Any other business activity will require separate insurance.

Separate insurances are also available for animal diseases, non farming activities including agricultural or haulage contracting, commercial equine risks, organised shoots and fishing, accommodation of paying guests, market stalls or any other business activity where the business objective is not livestock husbandry or arable production.

In the absence of agreement to the contrary the law applicable to the insurance contract is that of England and Wales.

### Important Notes:

- 1) Farm policies are annual contracts and their renewal is subject to agreement by both parties.
- 2) Farm policies do not provide cover for terrorism however, if you require cover please contact us.

## Summary of Available Cover

This summary of cover available does not include full details of the terms, exclusions and conditions of the policies. Specimen copies of the policies are available on request as well as a copy of the completed proposal form.

### Property

Standard cover includes fire, including spontaneous combustion and subterranean fire, lightning, explosion, earthquake, riot or damage by malicious persons, impact by aircraft and road vehicles, falling trees, telegraph and electricity poles.

### Covers available:

✓ means cover is automatically included

E indicates that an extension to cover is available

- means no cover is available

	Impact by any road vehicle	Electrocution	Optional Storm	Optional Theft	Optional Transit	Optional Straying	Optional Sheep Worrying
Farm Buildings	✓	-	E	-	-	-	-
Farm Produce and supplies	-	-	E	E	E	-	-
Livestock (excluding Poultry)	-	✓	-	E	E	E	E
Fences, gates and growing hedges	✓	-	-	-	-	-	-
Machinery	-	-	E	E	E	-	-
Poultry and eggs in heated houses	-	-	-	-	-	-	-

### Important exclusions and limitations (please refer to page 2 of the Combined Fire Policy, Page 1 of the Goods in Transit Policy and page 5 of the Farmer's Policy)

Storm excludes the escape of water from natural or artificial water courses, lakes, canals, reservoirs, dams or inundation from the sea (whether resulting from storm or otherwise) and loss or damage caused by frost, subsidence, heave or landslip.

### (please refer to page 2 of the Combined Fire Policy for full details)

Claims for the following are subject to an excess, that is the amount of any claim to be paid by you:

Storm:	£50
Theft:	£100
Straying and transit:	£100

### (please refer to page 2 of the Combined Fire Policy and Page 5 of the Farmer's Policy)

Livestock: straying and transit risks exclude any loss occurring more than 30 days after injury to the livestock.

### (please refer to page 1 of the Goods in Transit Policy, page 1 & 2 of the Combined Fire Policy, page 5 of the Farmer's Policy)

Sheep Worrying: aborted or stillborn lambs are excluded. Where as a result of treatment, an animal recovers and no claim arises veterinary surgeons' fees not exceeding £100 will be paid.

### (please refer to page 3 of the Combined Fire Policy for details)

**Additional covers****Loss of milk**

Loss of milk arising from mechanical or electrical breakdown of a bulk milk tank(s), unforeseen failure of the public electricity supply, inability to collect stored milk due to adverse weather conditions with an option for accidental contamination of stored milk. Excess: £100.

**(A specimen of this wording is available on request)**

**Loss or damage to Cattle Passports**

Loss of or damage to cattle passports in Great Britain, Northern Ireland, Isle of Man and the Channel Islands. Excess: £50

**(Please refer to page 1 of the All Risks Policy for details)**

**Loss or damage to frozen semen straws & liquid flasks**

Loss of or damage to frozen semen straws or liquid flasks in Great Britain, Northern Ireland, Isle of Man and the Channel Islands. Excess: £50

**(Please refer to page 1 of the All Risks Policy for details)**

**Farm produce and supplies in transit**

Loss of or damage to farm produce and supplies belonging to you or for which you are legally responsible whilst in transit or being loaded or unloaded from a vehicle or trailer. Excess: £100.

**(Please refer to page 1 of the Goods in Transit Policy for details)**

**Loss of metered water**

Loss of metered water due to accidental damage to the water supply for which you are legally responsible. Limit on any one claim £2500. Excess £100.

**(A specimen of this wording is available on request)**

**Loss of revenue**

Loss of revenue resulting from insured damage to property. 12 month indemnity period (other periods are available). Excess £100

**(A specimen of this wording is available on request)**

**(Please refer to pages 6 & 7 of the Farmer's Policy for details)**

**Additional Cost of Working**

Additional cost resulting from insured damage to property. 12 month indemnity period (other periods are available).

**(A specimen of this wording is available on request)**

**Loss of or damage to Money (including Personal Accident Assault)**

Loss of crossed cheques, credit cards sales vouchers, VAT purchase invoices, and similar items, up to £100,000. Excess £100.

Loss of other money (including cash)

at the farm between 6am and 8pm or in a bank night safe, up to £5,000

at the farm between 8pm and 6am up to £2,500 if in locked safes or £500 if not

in transit, up to £500 if carried in the course of a milk round or £5,000 if not

in the home (not being at the farm) of an authorised person, up to £500.

Personal accident assault: compensation for you or your employees injured as the result of an assault with the intent to steal money.

**(Please refer to pages 7 & 8 of the Farmer's Policy for details)**

**Public Liability**

Your legal liability arising in connection with your business for injury to any person (not an employee), loss of or damage to property or obstruction, trespass or nuisance, up to £5,000,000 plus costs and expenses in respect of all events arising from any one cause or occurring in any one period of insurance attributable to products sold or used by you, or to pollution or contamination.

**Important exclusions (please refer to pages 1, 2, & 3 of the Farmer's Policy document for details)**

Liability arising from

- gradual pollution

- the use of any aircraft, hovercraft, train, watercraft, or mechanically propelled vehicle used in circumstances to which the Road Traffic Acts apply

- advice, design, specification or treatment provided for a fee

- loss of or damage to material property in your custody or control or sold or supplied by you

- fertilisers or feedstuffs supplied by you other than proprietary preparations

- liquidated, punitive or exemplary damage, fines or penalties

- the known export of any products supplied by you to the United States of America or Canada

- any claim brought in a court of law in the United States of America or Canada

- asbestos

- production or supply of genetically modified crops

### Employers' Liability

Employers' Liability insurance is compulsory by law for most employers.

Your legal liability arising in connection with your business for injury, illness, disease to or death of your employees (including working directors and casual or sub-contracted labour), up to £10,000,000 including costs and expenses in respect of all events arising from any one cause.

#### Important exclusions (please refer to pages 3 & 4 of the Farmer's Policy for details)

Liability arising from any event in respect of which liability is required to be insured under the compulsory motor insurance provisions of the Road Traffic Acts and asbestos.

### Optional Cover

#### Tenant's Liability

Your legal liability for the repair, reinstatement or replacement of the landlord's property arising from the perils of fire, including spontaneous combustion and subterranean fire, lightning, explosion, earthquake, riot or damage by malicious persons, impact by aircraft or road vehicles, where liability exists under the Tenancy Agreement.

#### Important exclusions (please refer to page 3 of the Combined Fire Policy for details)

Destruction of or damage to electrical installations directly caused by abnormal currents or self-heating.

Any consequential loss.

## Definition of terms

**Buildings:** means the farm buildings solely used for or available for use for agriculture and horticulture purposes including landlord's fixtures and fittings, at the farm, but not the farmhouse or other domestic dwellings at the farm.

**Farm:** means the farm at the Risk Address(es) specified by you in the proposal form, 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 or any other animal as notified to Cornish Mutual.

**Machinery:** means plant 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 specifically excludes vehicles and livestock trailers and in addition will exclude plant or implements which are insured under a more specific motor insurance policy.

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

**Business:** means the business specified by you in the proposal form.

**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.

**Sum Insured:** means the sum specified per Item by you in the proposal form. Some Sums Insured may be adjusted annually as advised to you.

**Straying:** means fatal loss of livestock resulting from straying from the farm, any road or at a market or show up to £5,000 for each animal.

**Transit:** means transit of animals and goods by a motor vehicle or trailer including loading or unloading to any vehicle or trailer. For animals there is a £5,000 limit for each animal or £10,000 for any one load whichever is the lower.

**Excess:** means a deduction from the amount payable in respect of any claim after the application of any relevant monetary limits specified in the policy(ies) or as agreed.

## Sums Insured

Sum(s) Insured must represent in the case of:

**Buildings:** the cost of replacement with materials comparable to those lost or damaged, site clearance and professional fees.

**Livestock, Farm Produce and Supplies:** the maximum value at risk or the market value whichever is the lower.

**Machinery:** the cost of replacement or repair, without any allowance for depreciation and wear and tear.

## Settlement of Claims

Subject to the terms of and the limits specified in the policy claims will be settled as follows:

### Property Insurance

**Buildings:** by payment of, the cost of reinstatement or repair without any allowance for depreciation and wear and tear, provided that

- a) such cost has been incurred, and
- b) such buildings were in a good state of repair at the time of loss or damage.

**Goods in Transit:** by payment or, at our option, by replacement, reinstatement or repair on the basis of the cost of repair or of replacement as new if an item is totally lost or destroyed less a deduction for any depreciation and wear and tear. We will not pay more than the limit contained in any specific Conditions of Carriage.

**Livestock and sheep worrying:** by payment of the cost of replacing the animal based on its market value at the time of the loss.

**Machinery:** by payment of, the cost of repair or replacement as new if an article is totally lost or destroyed without any allowance for depreciation and wear and tear provided that

- a) such cost has been incurred, and
- b) the machinery has been maintained in good condition.

**Money:** by payment of the amount of money lost.

**Other property:** 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 a deduction for any depreciation and wear and tear.

**Personal Accident Assault:** by payment of benefit in respect of all injuries arising out of any one accident.

**Farm produce and supplies:** by payment or at our option by replacement or reinstatement on the basis of the cost of its market value at the time of the loss.

#### **Liability Insurances**

**Damages:** by payment on the basis of the legal liability incurred, plus cost and expenses.

**Costs:** by payment of costs and expenses necessarily incurred with our consent.

### 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 Cornish Mutual acceptance of the proposal form(s). We reserve the right to decline the proposal(s). Confirmation of cover will be issued to you in writing.

### Cancellation of Cover

You have the right to cancel the policies within fourteen days of the conclusion of the contract or receipt of the Policy document, whichever is later. Your request to exercise this right must be made in writing to our Registered Office 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 insurances please contact our Claims Department or Insurance Inspector.

### Claims Department

Cornish Mutual  
CMA House  
Newham Road  
Newham  
Truro TR1 2SU

Tel: 01872 277151

Fax: 01872 263032

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

- 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](mailto:complaint.info@financial-ombudsman.org.uk)

Our response to your complaint will always provide you with a leaflet explaining The Financial Ombudsman Service.

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

Authorised and Regulated by the Financial Services Authority

**Registered Office:** Cornish Mutual Assurance Co. Ltd, CMA House, Newham Road, Newham, Truro, TR1 2SU

This summary of cover does not include full details of the terms, exclusions and conditions of the policy(ies). A specimen copy of the policy(ies) is available on request. A copy of the completed proposal(s) will also be supplied on request.

This summary of cover is liable to alteration. This March 2008 version cancels all previous issues.



**FC.13(3)**

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