



Special Events 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 by the Prudential Regulation Authority and regulated by the Financial Conduct Authority
and the Prudential Regulation Authority

Special Events 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.

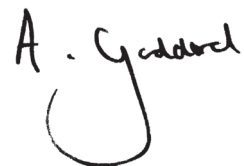
The Period of Insurance is for the period indicated in the Schedule.

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

Special Events 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.

Action(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.

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.

Employee: means

- (i) anyone under a contract of service with the **Organiser**
- (ii) anyone hired or borrowed by the **Organiser**

while working for the **Organiser** in connection with the **Special Event**.

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 Policy.

Excluded Events: means loss or damage caused by **pollution or contamination** except loss of or damage to the property insured (unless otherwise excluded) caused by

- (i) **pollution or contamination** which itself results from an **Insured Peril**
- (ii) an **Insured Peril** which itself results from **pollution or contamination**.

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.

Insured Peril: means

- (i) fire, lightning, explosion, earthquake, subterranean fire or volcanic eruption
- (ii) riot, civil commotion, labour and political disturbances or malicious persons
- (iii) theft or attempted theft.

Legal Liability: means the **Organiser's** 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.

Money: means cash, bank notes and cheques.

Office and Catering Equipment: means trophies, event literature, photocopiers, calculators, televisions, radios, public address and loudspeaker systems, scales, cash registers, food slicers, mincers, coffee grinding machines, drink making (but not vending) machines, rotisseries, dishwashing and glasswashing machines, microwave ovens and toasters, owned by the **Organiser** or any **Employee** or voluntary helper or for which they are legally responsible and used in connection with the **Special Event**.

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 as the **Employee** disembarks from a conveyance onto land upon their final return from the offshore rig or offshore platform.

Organiser: means **you** or any official, promoter or committee member responsible for organising the **Special Event**.

Personal Effects: means property normally worn, used and carried about the person in every day life.

Permanent Injury: means

- (i) complete and permanent loss of the sight of an eye or
- (ii) complete and permanent loss of the use of a hand or foot or
- (iii) permanent total disablement from attending to business or occupation of any kind.

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 or on behalf of the **Organiser** in the course of the **Special Event**.

Road Vehicle: means a mechanically propelled vehicle or any trailer attached to it, used in circumstances to which the Road Traffic Acts apply or the use of which is insured under a more specific Policy.

Schedule: means the document which describes the details of the Policy that are specific to the **Organiser**.

Special Event: means the **Special Event** specified in the Schedule.

We/Us/Our: means Cornish Mutual Assurance Company Ltd.

You/Your: Means the person, persons, company, companies, partnership, partners or unincorporated association named in the **Schedule** as Policyholder

Each of the Sections A to E is operative only if specified as operative in the Schedule

Section A: Public Liability

What IS Insured

A. Legal Liability

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

We will not pay more than £2,000,000 in respect of all events

- (a) arising from any one cause or
- (b) attributable to

(i) Products

(ii) Pollution or Contamination

- 2) **Legal Liability** arising in connection with the **Special Event** from loss of or damage to any building (including landlord's fixtures and fittings therein) leased, hired, let, rented or lent to the **Organiser** for the **Special Event**.

We will not pay more than £250,000, less the **Excess** specified in the Claims Settlement Provisions, in respect of all events arising from any one cause.

- 3) 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.

- (a) Any claim which arises from

- (i) the use by or on behalf of the **Organiser** of any aircraft, hovercraft, train, watercraft or **Road Vehicle**
- (ii) **Gradual Pollution**.

Special Events Insurance Policy

- (b) Any claim in respect of loss of or damage to
 - (i) material property owned by the **Organiser**
 - (ii) immovable property which is leased, let, rented, hired or lent to the **Organiser** (other than as insured under 2)
 - (iii) moveable property which is the subject of a bailment to the **Organiser**
 - (iv) that part of any material property on which the **Organiser** or anyone acting on behalf of the **Organiser** is or has been working if the loss or damage results directly from such work.
- (c) 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**.
- (d) Any liability which arises only because of an agreement relating to
 - (i) the sale or supply of **Products**
 - (ii) a building leased, rented, hired or lent to the **Organiser**.
- (e) Liquidated, punitive or exemplary damages, fines or penalties.
- (f) Known exports of any **Products** to the United States of America or Canada.
- (g) Any claim 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 of America 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 or 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.

What IS Insured

B.

Costs and expenses incurred with **our** consent by the **Organiser** or **Employees** in defending **Actions** arising in connection with the **Special Event** under

- (i) the Health and Safety at Work etc. Act 1974, the Health & 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
- (iv) the Corporate Manslaughter and Corporate Homicide Act 2007 (CMA)

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

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

What IS NOT Insured

B.

- (a) Fines or penalties.
- (b) Any claim which arises from a deliberate act or omission by the **Organiser** 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 by this Section will apply separately to each party.

At **your** request this insurance will also apply to **Employees** or voluntary helpers who are not entitled to insurance from any other source against any liability for which the **Organiser** would have been

entitled to insurance under this Section had the claim been made against the **Organiser**.

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

Section B: Employers' Liability

What IS Insured

A. Legal Liability to Employees

- 1) The **Organiser's** legal liability for damages and claimants' costs and expenses in respect of **Injury** to any **Employee**.

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 and 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 or 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.

What IS NOT Insured

A.

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.

What IS Insured

B. Health and Safety at Work

Costs and expenses incurred with **our** consent by the **Organiser** or **Employees** in defending **Actions** arising in connection with the **Special Event** under

- (i) the Health and Safety at Work etc. Act 1974
- (ii) the Health and Safety Inquiries (Procedure) Regulations 1975
- (iii) the Health and Safety at Work (Northern Ireland) Order 1978

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**.

What IS NOT Insured

B.

- (a) Fines or penalties.
- (b) Any claim which arises from
 - (i) a deliberate act or omission by the **Organiser** 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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Additional Parties

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

At your request this insurance will also apply to **Employees** or voluntary helpers who are not entitled to insurance from any other source against any liability for which the **Organiser** would have been entitled to insurance under this Section had the claim been made against the **Organiser**.

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

Section C: Personal Accident

What IS Insured

A. Accidental Injury Benefit

Benefit, as set out below.

If the **Organiser** or any voluntary helper, whilst taking part in or organising the **Special Event**, suffers accidental bodily **injury** we will pay to the injured person

- (i) £5,000 if the **injury** is, within 12 months of its occurrence, the sole cause of death or **Permanent Injury**.
If the person is aged under 16 years 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 from attending to the person's usual business or occupation.
We will not pay this Benefit in respect of any person who is aged under 16 years at the time of the **injury**.

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

What IS NOT Insured

B.

- (a) Payment of any amount for death or **injury** arising from suicide, attempted suicide or intentional self-**injury**.
- (b) Any claim which arises from the injured person
 - (i) taking part in flying or other aerial activities except as a fare paying passenger in a licensed passenger-carrying aircraft
 - (ii) taking part in or practising for winter sports, racing, mountaineering requiring the use of ropes or the services of a guide, rock climbing, diving with the use of breathing apparatus or potholing.

What IS Insured

B. Medical Expenses and Hospital Benefit

Where payment has been made or liability admitted under subsection A of this Section for Benefit following accidental bodily **injury** we will pay, in addition, for each person injured,

- (i) related medical expenses which are reasonably and necessarily incurred by the injured person.
We will not pay more than £250 in respect of any one person.
- (ii) £10 for each 24 hours in hospital if the **injury** results in the injured person's admission to hospital as an in-patient.
We will not pay more than £250 in respect of any one person.

Section D: Property

What IS Insured

A. General Property

Loss of or damage to goods, furniture, fixtures, utensils, caravans, portakabins, marquees, tents, stalls and any hired-in equipment, other than **Office and Catering Equipment**, used in connection with the **Special Event**, owned by the **Organiser** or any **Employee** or voluntary helper or for which they are legally responsible, caused by an **Insured Peril**.

We will not pay more than £10,000 in respect of any one event, less the **Excess** specified in the Claims Settlement Provisions.

What IS NOT Insured

A.

- (a) **Excluded Events.**
- (b) **Money.**
- (c) Motor vehicles and their accessories.
- (d) Loss of or damage to dynamos, motors or any portion of the electrical apparatus, directly caused by its own overrunning, excessive pressure, short circuiting or self heating.
- (e) Loss or damage caused by riot, civil commotion, labour and political disturbances or malicious persons occurring outside Great Britain, the Isle of Man and the Channel islands.
- (f) Property more specifically insured.
- (g) Loss or damage caused by theft or attempted theft by, or in collusion with, the **Organiser** or any **Employee** or voluntary helper.

What IS Insured

B. Personal Effects

Loss of or damage to **Personal Effects** of the **Organiser** or any **Employee** or voluntary helper, while attending the **Special Event**, caused by an **Insured Peril**.

We will not pay more than £250 in respect of any one person or more than £1,000 in respect of any one event, less the **Excess** specified in the Claims Settlement Provisions.

What IS NOT Insured

B.

- (a) **Excluded Events.**
- (b) **Money.**
- (c) Motor vehicles and their accessories.
- (d) Loss or damage caused by riot, civil commotion, labour and political disturbances or malicious persons occurring outside Great Britain, the Isle of Man and the Channel Islands.
- (e) Property more specifically insured.
- (f) Loss or damage caused by theft or attempted theft by, or in collusion with, the **Organiser** or any **Employee** or voluntary helper.

What IS Insured

C. Office and Catering Equipment

Loss of or damage to **Office and Catering Equipment**.

We will not pay more than £2,000 in respect of any one event, less the **Excess** specified in the Claims

Special Events Insurance Policy

Settlement Provisions.

What IS NOT Insured

C.

(a) Excluded Events.

- (b) Loss of or damage to electrical generators, motors or any portion of the electrical apparatus, directly caused by its own overrunning, excessive pressure, short circuiting or self heating.
- (c) Loss or damage caused by riot, civil commotion, labour and political disturbances or malicious persons occurring outside Great Britain, the Isle of Man and the Channel Islands.
- (d) Property more specifically insured.
- (e) Theft or attempted theft by, or in collusion with, the **Organiser** or any **Employee** or voluntary helper.
- (f) Breakage of electrical light bulbs, florescent lights and tubes, or LED lights and tubes unless the apparatus of which they form part is damaged at the same time.
- (g) DVD's or CD's.
- (h) Mechanical or electrical failure.
- (i) Loss or damage caused by
 - (i) wear and tear, depreciation, fungus, insects, vermin, atmospheric or climatic conditions, the action of light, or any gradually operating cause
 - (ii) any process of cleaning, altering, repairing, restoring, erecting, testing, servicing, maintaining or dismantling.

Section E: Money

What IS Insured

Loss of **Money** used in connection with the **Special Event** and for which the **Organiser** is responsible

1) at the **Special Event**.

We will not pay more than

(a) £250 for loss of **Money** left unattended unless locked in a cupboard, drawer or safe, the key to which was in the possession of the **Organiser** or an authorised **Employee**

(b) £1,000 in all.

2) in transit or in a bank's secure facility.

We will not pay more than £1,000 in respect of any one event, less the **Excess** specified in the Claims Settlement Provisions.

3) in the home of the **Organiser** or an authorised **Employee**.

We will not pay more than £250 in respect of any one event, less the **Excess** specified in the Claims Settlement Provisions.

What IS NOT Insured

(a) Loss resulting from a business transaction.

(b) Consequential loss, shortage due to errors or omissions, or depreciation in value.

(c) Loss arising from the fraud or dishonesty of the **Organiser** or any **Employee** or voluntary helper.

(d) Loss following the use of a combination code, security code, PIN, key or duplicate key unless the combination code, security code, PIN, 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.

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Claims Settlement Provisions

Legal Liability

1. **We** will settle a claim for damages under Section A or Section B by payment on the basis of the liability incurred, subject to any relevant monetary limit specified in the Section.
2. For the purpose of any claim settlement **we** may at any time at **our** option pay **you** the maximum amount specified in the 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.

Personal Accident

We will settle a claim for Benefit by payment of the relevant amounts specified in Section C. **We** will pay weekly Benefit only when the total amount payable for the claim has been agreed, or by interim payments, at reasonable periodic intervals, which are fully supported by documentary evidence.

Property

1. **We** will settle a claim for loss of or damage to property under Section D by payment or, at our option, by repair or replacement, on the basis of the cost or repair or replacement as new if an item is totally lost or destroyed, less an allowance for any depreciation and wear and tear, subject to any relevant monetary limit specified in the Section.
2. For the purpose of any claim settlement repair or replacement as near as is reasonably practicable will be sufficient even though the former appearance or condition of the property may not be precisely restored.
3. **We** will not be liable for the replacement of or work on any undamaged items or remaining parts solely because they form part of a set, suite, group or collection of articles of a similar nature, colour, pattern or design.

Money

We will settle a claim for loss of **Money** by payment of the amount of **Money** lost, subject to any relevant monetary limit specified in Section E.

General

1. **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.
2. An **Excess** of £50 will apply to each claim under Sections A 2), D and E. 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.

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, by telephone 01872 277151, by fax 01872 263032, by email to claims@cornishmutual.co.uk, or by writing to the above address, marking your letter for the attention of the Claims Department.

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

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.

Conditions

- 1. Failure to fairly present the risk:** It is **you** duty to make a fair presentation of **your** event to **us**. If **you** fail to do this and the failure is deliberate or reckless **we** may
 - refuse all claims
 - cancel the Policy from the beginning and retain all premiums paid.If the failure is non-deliberate or non-reckless **we** may
 - cancel the Policy from the beginning but **we** will refund **your** premium
 - apply different terms which may proportionately affect any claim payment.
- 2. Observance of Terms:** Anyone claiming under this Policy must comply with its terms as far as they can apply.
- 3. Precautions:** **You** must take all reasonable precautions to reduce or remove the risk of loss, damage, liability or **injury**.
- 4. Notification:** **You** must report any loss, damage or **injury** to **us** as soon as reasonably possible and notify the police immediately of any loss of **money** or any damage or loss caused by theft, attempted theft, riot or malicious persons. **You** must send any claim by a third party or notice of any proceedings to **us** immediately. No expense in making good damage may be incurred without **our** consent except for emergency repairs to prevent further loss or damage.
- 5. Conduct of Claim:** Anyone claiming under this Policy 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:** **We** will not make any payment for any claim that results from an incident that is covered by any other insurance that **you** hold, in the event that any other policy that **you** hold with any other insurance company excludes payment under that policy where more than one insurance exists.

Where any other insurance policy that **you** hold provides an exclusion that each and every insurance company should pay their rateable proportion of any claim that is insured more than once, it is the intention of this clause that **we** will pay the appropriate rateable proportion.
- 7. Fraudulent Claims:** If **you** make any claim which is fraudulent or false no payment shall be made. **We** may, by giving notice to **you**, cancel the Policy with effect from the date of the fraudulent act.
- 8. Cancelling the policy:** **Your** right to cancel - There is a 14-day cooling off period from the date **you** receive **your** documents, provided the period of the special event has not commenced within this period. If **you** cancel **your** policy within the 14-day cooling off period and provided the period of the special event has not commenced **we** will refund the premium in full.
- 9. Choice of Law:** The parties to an insurance contract are free to choose the law that will apply. In the absence of a specific agreement between the parties the law applying to this contract is English Law and (except where the policy specifically sets out a different position) the courts of England and Wales will have jurisdiction to settle any dispute or claim that arises out of or in connection with this policy.

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General Exclusions

1. **Geographical Limits:** This Policy does not insure any damage, loss, **injury** or liability arising outside Great Britain, Northern Ireland, the Republic of Ireland, the Isle of Man and the Channel Islands.
2. **Unacceptable Risks:** The Policy does not insure any loss, damage, liability or **injury** arising in connection with
 - (a) aerial displays including gliding, parachuting or hang-gliding
 - (b) motorised racing of any kind
 - (c) the use of any grandstand, spectator stand or similar structure provided for spectators
 - (d) abseiling, bungee jumping or bungee running.
3. **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
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. **Radioactive contamination, chemical, biological, bio-chemical and electromagnetic weapons**

This Policy does not cover the following

 - (a) damage to any property or any resulting loss, expense or consequential loss, or
 - (b) any legal liabilitydirectly or indirectly caused by or contributed to by
 - (i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
 - (ii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
 - (iii) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
 - (iv) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter but the exclusion in this sub-clause does not extend to radioactive isotopes other than nuclear fuel when such isotopes are being prepared, carried, stored or used for commercial, agricultural, medical, scientific or other similar peaceful purposes
 - (v) any chemical, biological, bio-chemical or electromagnetic weapon.Part (b) of this exclusion does not apply to the Employers Liability section except in respect of liability of any principal and liability assumed by agreement.
6. **Electronic Risks**
 - (a) This Policy does not insure 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 owned by you or not.
 - (b) This Policy does not cover loss, damage, destruction, distortion, erasure, corruption or alteration of electronic data from any cause whatsoever.
 - (c) Following any loss to electronic data as stated in (b) above, this Policy will not cover loss or damage to any computer equipment or other equipment or component or system or item which processes, stores, transmits, retrieves or receives electronic data.
 - (d) This Policy will not cover any loss of use, reduction in functionality, cost or expense of whatsoever nature resulting from (b) or (c) above, regardless of any other cause or Event contributing concurrently or in any other sequence to the loss.
7. **Terrorism:** 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 B 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/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious or ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

If **we** allege that by reason of this exclusion any loss, damage, cost of 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.

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: askus@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:

Exchange Tower, London E14 9SR

Tel: 0800 023 4 567

email: enquiries@financial-ombudsman.org.uk

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

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Data Protection - Information Uses

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

Below you will find a summary of the key elements of our Privacy Policy describing how we use the personal data you supply to us. For a full copy of the Privacy Policy please visit our website at www.cornishmutual.co.uk/privacy-policy or you can contact us to request a copy.

What information we collect

In order to assess the terms of the insurance contract or administer claims which arise, we collect personal information such as your full name, address and date of birth. We also collect sensitive personal information only where necessary such as health conditions or criminal convictions.

We may also collect information from sources such as social media, third party databases available to the insurance industry, loss adjusters or other suppliers appointed in the process of handling a claim.

Using and sharing your data for insurance administration purposes

Information you supply may be used for the purposes of insurance administration by Cornish Mutual, our reinsurers and associated service providers such as vehicle breakdown, home emergency or legal advisors. It may be disclosed to regulatory bodies for the purposes of monitoring and/or enforcing our regulatory responsibilities. Your information may also be used for offering renewals, research and statistical purposes and crime prevention.

Your information may be passed on to other parties where this is necessary to help deal with your claim or allow you to benefit from additional services such as vehicle breakdown, home emergency, credit hire, vehicle repairs or legal advice. Where we discuss your claim with other insurers we will only disclose the necessary information. Cornish Mutual or its agents may undertake checks against publicly available information (such as county court judgments, bankruptcy orders or repossessions).

Using and sharing your data for marketing and marketing research purposes

The Cornish Mutual Assurance Co. 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.

We may also send your data to a market research company to enable independent research to improve our service to you. This will not be used to promote services of other companies or third parties. Your information may also be disclosed and used for these purposes after your policy has lapsed.

If you do not wish your information to be used for these purposes please contact us at Cornish Mutual, CMA House, Newham Road, Truro, TR1 2SU on 01872 277151 or email: askus@cornishmutual.co.uk.

Accessing your data

In the case of personal data, with limited exceptions, you have the right to access and if necessary rectify information held about you.

You can find full details of this process on our website.

In specific circumstances, you may make a request to have your personal data erased. There are reasons why a request may not be upheld, such as:

- You may want to make a future claim, so we need to be able to find your records.
- Insurance companies share data about policies and claims to prevent fraud.

If you would like to access or erase your personal data please contact us at Cornish Mutual on 01872 277151 or askus@cornishmutual.co.uk or by writing to CMA House, Newham Road, Truro TR1 2SU.

Fraud Prevention

Insurers pass information to the Claims and Underwriting Exchange Register and the Motor Insurance Anti-Fraud and Theft Register, run by the Motor Insurers' Bureau (MIB). The aim is to help us check information provided and also to prevent fraudulent claims. When we deal with your request for insurance, we may search these Registers. Under the conditions of your policy, you must tell us about any incident (such as an accident or theft) which may or may not give rise to a claim. When you tell us about an incident, we may pass information relating to it to the Registers.

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Head office

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Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority
and the Prudential Regulation Authority