



Farm Policy

General Section

The Cornish Mutual Assurance Co. Ltd.

Registered Office: CMA House, Newham Road, Newham, TRURO, TR1 2SU

Tel: 01872 277151

Fax: 01872 223053

Email: enq@cornishmutual.co.uk

Registered in England No. 78768

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

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

Farm Policy Preamble

We (The Cornish Mutual Assurance Company Limited) and you (the Insured named in the schedule) agree the following:

You will pay the premium.

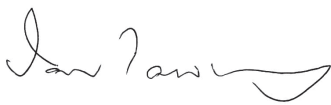
We will provide the cover described in this policy for any loss, damage or liability that occurs during a period of insurance for which you have paid the premium.

The policy and the schedule must be read together and any word or phrase which has been explained in this policy will have that meaning wherever it appears.

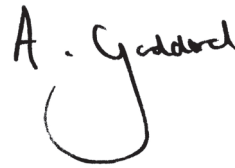
This policy will be governed by English law and jurisdiction.

The language used in this policy and any information in it will be English.

Signed on our behalf.



Chairman



Managing Director

Section A – General

Making a claim under your policy

Should you need to make a claim under your policy you should contact Cornish Mutual at:

CMA House
Newham Road
Newham
Truro
TR1 2SU

Tel: 01872 277151

Fax: 01872 263032

Email: claims@cornishmutual.co.uk

If you have an Environmental Damage claim this service is available 24 hours a day, 7 days a week.

If you have a Legal Expenses claim this service is available Monday to Friday 9am to 5pm.

For any other claims this service is available Monday to Friday 8.30am to 7pm.

Outside of these hours you will be able to leave us a message.

Please ensure you are able to provide details of the Insured 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.

The action to be taken by you in the event of any incident which may give rise to a claim is shown in the Claims conditions.

General definitions

Each time any of the following words or phrases appear in bold type (or in capital letters in the schedule) they will take the meaning shown below unless more specifically defined in a policy section

Where words or phrases are not highlighted in this manner the everyday meaning will apply

Bodily Injury means physical injury or disease or a recognisable psychiatric injury including death resulting therefrom

Buildings means the farm buildings including landlord's fixtures and fittings and solar panels fixed to the buildings at the **Farm** (but not the farmhouse or other private dwellings at the **Farm**) excluding polytunnels pig arcs calf huts refrigerated stores other moveable or portable structures and excluding glasshouses heated poultry houses wind turbines or ground-mounted solar panels unless they are specified on the schedule

Business Activity means the business of the **Insured** as stated in the schedule

Company/We/Our/Us means The Cornish Mutual Assurance Company Limited

Damage means physical loss destruction or damage

Employee(s) means any person working for **You** in connection with **Your Business Activity** who is

- (i) under a contract of service or apprenticeship with **You**
- (ii) a labour master a labour-only sub-contractor or a person supplied by either of them
- (iii) self-employed
- (iv) working under a recognised work experience or training scheme
- (v) a voluntary helper
- (vi) borrowed by or hired to **You** or
- (vii) a director of **Your** business

Event(s) means one occurrence or series of occurrences arising from or attributable to one source or original cause

Excess means the first amount of each and every loss **You** must pay towards any claim up to the amount set out in the schedule to this policy relevant to that loss

Farm means the farm at the risk address(es) shown in the schedule including land or farm buildings elsewhere which are owned occupied leased rented or hired by or lent to **You** and worked as one unit with the farm

Farm Produce means growing crops fuel deadstock produce stored or awaiting despatch consumable stores including seeds fertilisers manures **Silage** stock materials in trade and work in progress belonging to **You** or for which **You** are legally responsible or which are entrusted to **You** whilst at the **Farm** including its open yards and spaces and elsewhere as stated in this policy and the schedule

Fixed Machinery means fixtures and fittings (not the landlord's) agricultural implements plant and machinery (and any computers which form an integral part of them) including milking machines robotic milkers bulk milk tanks grass driers and grain driers automatic feeding equipment cooking plant battery cages and the like which are not moveable or are fixed to a **Building** but not vehicles or plant or implements which are insured under a more specific policy

Geographical Limits means England Scotland Wales Northern Ireland the Channel Islands and the Isle of Man

Heave means upward movement of the ground beneath the **Buildings** as a result of the soil expanding

Insured/You/Your means the Insured shown in the schedule

Landslip means downward movement of sloping ground

Section A – General

Livestock means cattle goats sheep pigs deer alpacas llamas horses and working dogs all owned or used by the **Insured** in connection with the **Business**

Money means current notes and coins cheques (other than pre-signed blank cheques whether crossed or uncrossed) postal orders money orders securities for money crossed banker's drafts unused postage stamps travellers' cheques National Savings stamps and certificates Premium Bonds National Insurance stamps and stamped National Insurance cards credit and debit card sales vouchers giro payment orders Value Added Tax purchase vouchers luncheon vouchers gift tokens and unused credit on postal franking machines belonging to **You** or for which **You** are responsible and pertaining to the **Business Activity**

Principal means any party (other than a director trustee partner or **Employee**) on whose behalf **You** are undertaking work (excluding the sale or supply of **Products**) in connection with the **Business**

Portable Machinery means implements or tools which are moveable and not fixed to a **Building** but not vehicles or plant or implements which are insured under a more specific policy

Poultry means chickens turkeys geese ducks and game birds all owned or used by the **Insured** in connection with the **Business**

Settlement means downward movement as a result of the soil being compressed by the weight of the **buildings** within 10 years of construction

Silage means grass, maize or cereals cut and kept succulent by partial fermentation and stored in silos, pits, bunkers or wrapped plastic as a livestock feed.

Subsidence means downward movement of the ground beneath the **Buildings** other than by **settlement**

Supplies means manufactured feeds insecticides chemicals fuels lubricants sacks and containers

Terrorism means any 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 ideological ethnic or similar purposes or reasons including the intention to influence any government and/or to put the public or any section of the public in fear

Water Table means the top level of underground water where the soil is in a permanent state of saturation

Perils

1. Fire lightning and explosion

Fire (not occasioned by or happening through its undergoing any process involving the application of heat or its own spontaneous fermentation) lightning explosion or earthquake

2. Riot

Riot civil commotion labour and political disturbances excluding **Damage** resulting from confiscation destruction or requisition by order of the Government or any Public Authority or from cessation of work

3. Malicious persons

Malicious persons excluding **Damage** resulting from theft or attempted theft or from cessation of work

4. Aircraft

Aircraft and other aerial devices or articles dropped therefrom

5. Impact

Impact by any road or rail vehicle or animal

Cover for **Damage** to fences gates hedges and boundary walls is restricted to a maximum limit of £1,000 or the relevant sum insured shown in the schedule whichever is the lesser in respect of any one event

Excluding

(a) **Damage** to **Farm Produce**

(b) **Damage** to animals

caused by **Your** animal or any animal under **Your** control or the control of an **Employee**

6. Storm

Storm excluding

(a) **Damage** by

(i) the escape of water from the normal confines of any natural or artificial water course or lake reservoir canal or dam

(ii) inundation from the sea

whether resulting from storm or otherwise

(b) **Damage** attributable solely to change in the **Water Table** level

(c) **Damage** by frost **Subsidence Heave** or **Landslip**

(d) **Damage** to growing crops

(i) in the open

(ii) under polythene covered structures which have been de-skinned or where the covering or part of the covering has been rolled up and/or

(iii) under frames cloches or Dutch English or pit lights

(e) **Damage** to **Buildings** not in a good state of repair

(f) **Damage** to fences gates hedges or movable property in the open

(g) **Damage** to **Poultry** by heat stress

Cover is only applicable for **Damage** to **Farm Produce** or **Supplies** if the **Building** in which it is being stored is covered for Storm

7. Theft or attempted theft

Theft or attempted theft excluding

(a) **Damage** arising where **You** or any member of **Your** household or any of **Your** directors partners or **Employees** are concerned as principal or accessory

(b) **Damage** to **Buildings**

Section A – General

8. Fatal injury to Livestock by electrocution

Death of **Livestock** and **Poultry** caused by accidental electrocution

We will not pay in respect of

- (a) any one animal more than its market value at the time of injury subject to a maximum value of £5,000
- (b) any one event more than the relevant sum insured on **Livestock** or **Poultry** shown in the schedule

General exclusions

1. War risks

This policy does not cover any liability or **Damage** directly or indirectly occasioned by or happening through war invasion act of foreign enemy hostilities or warlike operations (whether war be declared or not) civil commotion assuming proportions of or amounting to a popular uprising civil war military uprising mutiny rebellion revolution insurrection military or usurped power martial law or confiscation or destruction or requisition by order of the Government or any Public Authority

This exclusion does not apply to Section D Employers Liability

2. 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

(b) any legal liability

directly 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

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 Section D Employers Liability except in respect of liability of any principal and liability assumed by agreement

3. Terrorism

This policy does not cover any claim directly or indirectly caused by resulting from or in connection with **Terrorism** regardless of any other contributory cause

This insurance also excludes any claim directly or indirectly caused by resulting from or in connection with any action taken in controlling preventing suppressing or in any way relating to **Terrorism**

If **We** allege that by reason of this exclusion any claim is not covered by this policy the burden of proving the contrary shall be upon **You**

This exclusion does not apply to Section D Employers Liability

4. Excess

This policy does not cover any **Excess** stated in the schedule

5. 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.

Section A – General

- (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.

6. Other insurances

This policy does not cover property more specifically insured under another policy

General conditions

1 Failure to fairly present the risk

It is **Your** duty to make a fair presentation of **Your** business 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 Reasonable Care

You shall

- (a) take all reasonable precautions to prevent accident(s) **Damage** or **Bodily Injury**
- (b) exercise reasonable care in seeing that all statutory and other obligations and regulations are observed and complied with
- (c) maintain the **Farm** works machinery and plant in sound condition

If any defect is discovered by complaint or otherwise **You** shall take immediate steps to remedy the defect and in the meantime take such temporary precautions as the circumstances may require

On discovering that an animal has sustained injury illness or disease **You** must immediately obtain the services of a veterinary surgeon at **Your** own expense and ensure that the injured ill or diseased animal is properly treated

A separate 'Reasonable care' condition applies to Section C Environmental Damage and is detailed in that section

3 Alteration of Risk

If after the commencement of this insurance

- (a) there is any alteration of risk which increases the risk of **Damage** accident or liability
- (b) the **Farm** is undergoing major structural alterations or major repair (that does not include where workmen are allowed on the **Farm** to carry out minor repairs alterations or general maintenance not involving external scaffolding)
- (c) **Your** interest ceases except by will or operation of law
- (d) an administrator or a liquidator or receiver is appointed or where **You** enter into a voluntary arrangement
- (e) there is any other material change in **Business Activity**

it is a condition of this policy that immediate notice is given to **Us**

Upon any alteration described above **We** shall be entitled to cancel the policy from the date of the alteration or impose special terms or charge an additional premium

4 Multiple Insurances

- (a) Applicable to all sections except those detailed separately below

If at the time any claim arises under this policy there is any other insurance in force whether effected by **You** or not covering the same **Damage** loss expense **Bodily Injury** or liability **We** shall not be liable for more than **Our** rateable proportion

If such other insurance is subject to any condition of underinsurance this policy if not already subject to any condition of underinsurance shall be subject to that condition of underinsurance in like manner

Section A – General

(b) Applicable to Section B Public & Products Liability Section C Environmental Damage Section D Employers Liability and Section I Money (excluding the assault extension)

If at the time of any claim arising under this policy **You** are or would but for the existence of this policy be entitled to indemnity under any other policy or policies **We** shall not be liable except in respect of any additional amount beyond the amount which would have been payable under such other policy or policies had this insurance not been effected

5 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.

6 Cancellation

There is a 14 day cooling off period from the date **You** receive your documents. If **You** decide to cancel the policy during this time or at any stage during **Your** policy year, **We** will only charge **You** for the time on cover unless a claim has been made in which case **We** will keep the full premium.

We may cancel your policy by sending at least seven days' notice in writing by recorded delivery to **Your** last known address. **We** will only charge **You** for the time on cover unless a claim has been made in which case **We** will keep the full premium.

7 Adjustment of Premium

If any part of the premium has been calculated on estimates **You** shall within 30 days from the expiry of each period of insurance supply to **Us** such information as **We** may require

The premium for such period will be adjusted and the difference paid by or allowed to **You** subject to any minimum premium

8 Changes to Premium

If **You** make a change in the policy cover and it results in a charge or a refund for the period up to the renewal date of the policy then any charge or refund will only be made or given by **Us** if it exceeds £6

9 Right to Survey

We have the right to carry out a survey of the **Farm** for the purposes of verifying the information provided to **Us** and to identify areas where risk improvements may be required

A separate 'Inspections surveys & audits' condition applies to the Environmental Damage cover and is detailed in that section

10 Contracts (Rights of Third Parties) Act 1999

A person or company who is not a party to this policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this policy but this does not affect any right or remedy of a third party which exists or is available apart from that Act

11 Index Linking

We will automatically adjust the sums insured for **Your Buildings** in line with changes in suitable indices of cost. This adjustment will continue after any insured **Damage** provided that the work of repair or reinstatement is done without delay

Claims conditions

Your duties

When an incident occurs that may result in a claim **You** shall

- (a) tell **Us** immediately **You** become aware
- (b) take all practicable steps to recover property lost and otherwise minimise the claim
- (c) tell the police immediately if the **Damage** is caused by thieves malicious persons vandals or as a result of riot civil commotion strikes or labour disturbances
- (d) within 30 days give **Us** at **Your** expense any information **We** require and continue to provide **Us** with any information and assistance **We** require before or after **We** pay **Your** claim under the policy
- (e) not make or allow to be made on **Your** behalf any admission offer promise payment or indemnity without **Our** written consent
- (f) forward to **Us** every letter claim writ summons and process immediately upon receipt without acknowledgement and advise **Us** in writing as soon as **You** have any knowledge of any impending prosecution inquest or inquiry in connection with that event
- (g) tell **Us** of the death of any animal immediately and obtain **Our** consent at least 24 hours before disposing of any carcase

No claim shall be payable unless these conditions have been complied with and in the event of non-compliance any payment on account of the claim already made by **Us** shall be repaid to **Us**

If a claim is made under more than one section or subsection of this policy for **Damage** caused at the same time by the same incident only one **Excess** will apply

Additional conditions apply to Section C Environmental Damage and Sections K L M and N Livestock covers and these are detailed in those sections

Our rights

We may

- (a) start take over defend and conduct any legal action in **Your** name
- (b) prosecute in **Your** name for **Our** benefit any claim for indemnity or damages
We will have full discretion in the conduct and settlement of any such action
- (c) enter any building where **Damage** has occurred and take and keep possession of any property insured by this policy
We will not accept property abandoned to **Us**
This policy shall be proof that **You** have authorised **Our** rights under this condition
- (d) at any time pay to **You** the limit of indemnity
 - (i) in the case of Environmental Damage Employers' Liability or Prosecution Defence Cost claims less any amount already paid or incurred
 - (ii) in the case of Public and Products Liability claims less any amount already paid or incurred as damagesor any lesser amount for which at **Our** discretion any claim or claims can be settled
We will then relinquish control of the claim and have no further liability except for any Public and Products Liability claim **We** will also pay any legal costs incurred prior to the date of such payment
- (e) in the case of Section I Money Assault extension claims involving the death of an insured person have a post mortem carried out at **Our** expense

Section A – General

Additional conditions apply to Section C Environmental Damage cover and Sections K L M and N Livestock covers and these are detailed in those sections

Arbitration

Provided **We** have admitted liability for a claim any dispute as to the amount to be paid shall be resolved by arbitration in accordance with the statutory provisions in force at the time by

- (a) an agreed arbitrator or if an arbitrator cannot be agreed
- (b) an arbitrator appointed by the Chartered Institute of Arbitrators following a request from either party provided they have given seven days written notice to the other party

You must not take legal action against **Us** over the dispute before the arbitrator has reached a decision

A separate 'Dispute resolution' condition applies to Section C Environmental Damage and is detailed in that section

Our Service To You

As a mutual organisation we exist solely for our Members. We make sure we treat our Members fairly and honestly and always seek to give you an excellent service at all times

Giving our Members the best possible service is important to us and if there are occasions when we have not met these high standards, we want you to tell us

Making a complaint to Cornish Mutual Assurance Company Ltd

Your feedback is valuable to us and can help to improve our service. If you have a complaint please let us know by contacting our Managing Director using the details below

The Cornish Mutual Assurance Company Ltd

Registered Office: CMA House, Newham Road, Newham, TRURO, TR1 2SU

Tel: 01872 277151

Fax: 01872 223053

E-mail: askus@cornishmutual.co.uk

Responding to your complaint

Once you have contacted us, we will acknowledge your complaint within five working days and let you know the details of who is handling your complaint

Resolving your complaint

We strive to deal with all complaints fairly. Once we receive your complaint we will resolve it as quickly as possible, we aim to provide you with a formal response within 20 working days. If we don't resolve your complaint in this time we will write to you to let you know why and when we expect to send you our final response

If we are unable to resolve your complaint within eight weeks from the date the complaint is received by us or agents acting on our behalf or if you are unhappy with the response we give you can contact the Financial Ombudsman Service to let them know

The Financial Ombudsman Service

They can be contacted on:

Exchange Tower, London E14 9SR

Tel: 0300 123 9123 or 0800 023 4567

E-mail: complaint.info@financial-ombudsman.org.uk

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

The Financial Services Compensation Scheme (FSCS)

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 0800 678 1100 or 0207 741 4100, visit: www.fscs.org.uk or write to: Financial Services Compensation Scheme, 10th floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU or email enquiries@fscs.org.uk

Section A – General

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 your 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.

FP General Nov 2018



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