www.mma-insurance.com

MotorServ

Policy

MMA INSURANCE

24 Hour
CLAIMS Assistance

Please keep the card below in a safe place in case you need to contact the helpline.

MMA INSURANCE

Motor Trade Care Line
0844 902 2220

Please contact our Motor Trade team as soon as possible after any incident involving a vehicle covered by this policy

Give your **MMA Motor Trade Care Line** adviser the following:

- Policy Number, your name/driver's name
- Vehicle make, model and registration number
- Details of the incident including name and address of the other driver, their insurance company, policy number and car registration number

INSURANCE

Motor Trade Care Line

0844 902 2220

Introduction

Thank **You** for choosing MMA Insurance.

This is **Your** MotorServ policy. It sets out the details of the cover **You** have with MMA Insurance plc.

In return for **You** having agreed to pay **Your** premium including any tax applicable and subject to the policy terms and conditions, **We** will provide the insurance described in this contract during the **Period of Insurance**.

Please keep **Your** policy in a safe place, as **You** may need to refer to it if **You** make a claim or if **You** require assistance.

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Claims Information

Claims Number

Motor Trade Care Line
0844 902 2220

In the event of any incident involving a vehicle covered by this policy, contact **Our** Motor Trade team as soon as possible on the above number.

How to make a claim

If **You** need to tell **Us** about an incident involving a vehicle covered by this policy, telephone the MMA Motor Trade Care Line. **Our** Motor Trade team will record the details of the incident and advise **You** of the next steps in the process.

Please provide **Us** with the following information:

- Policy Number, **Your** name, driver's name
- Vehicle make, model and registration number
- Nature of incident
- Name and address of the other driver, their insurance company, policy number and car registration number
- Police incident number if applicable (this is a requirement for theft claims)
- Accident police reference number (if police attended the scene).

How we deal with your claim

After **You** have reported the incident, **Our** Motor Trade Team will register **Your** claim and send **You** a statement of fact containing a record of the information provided by **You**. If any of the information in the statement of fact is incorrect **You** must advise **Us** within seven days of receipt of the document. If **We** do not hear from **You** **We** will assume the information **You** have provided is accurate.

You will be required to provide a copy of the current driving licence, or photocard and counterpart, for **You** and the driver of the vehicle (if not the policyholder) together with any other information needed to deal with **Your** claim.

What should I do in the event of an accident?

Do

- Get as much information as **You** can as soon as possible.
- Ask the other drivers involved for their names, addresses and telephone numbers.
- Ask for the name of their insurers and if possible their Policy or Certificate number.
- Send to **Us** any letters or documents **You** receive in connection with the accident before **You** reply to them.
- Make a note of the vehicle registration numbers, along with the make, model and colours of the other **Vehicle** involved. Also note all relevant details such as weather conditions.
- Make a note of any injuries or damage to other property.
- Make a note of the number of passengers in the other driver's vehicle.
- Ask for the names and addresses of any witnesses before they lose interest and leave the scene.
- If the police attend the scene, obtain the address of the police station and if possible their reference number.
- Contact the MMA Motor Trade Care Line on 0844 902 2220 as soon as possible to report the matter, **even if you don't intend to make a claim.**

Don't

- Discuss at the scene whose fault the accident seems to have been.
- Apologise or admit any fault or liability.
- Forget to record the details of damage caused to any property or injury to anyone involved.

What the Law Says

- If **You** are involved in any accident involving an injury to any person or damage to any other **Vehicle** or property **You** must stop.
- Give **Your** name, address and insurance details to anyone who has a good reason for asking.
- If there is an injury or **You** do not give **Your** details to anyone at the scene, **You** must report the matter to the police within 24 hours.

What should I do if my Vehicle is stolen?

- Call the Police immediately and obtain a crime reference number
- Contact the MMA Motor Trade Care Line on 0844 902 2220 to report the matter to **Us**
- **We** will need the following documents/items so please make sure **You** have these to hand:
  - Vehicle Registration Document (V5 or Log book)
  - Current MOT Certificate
  - Purchase Receipt
  - All sets of keys for the vehicle
  - Copy of **Your** Driving Licence

When **We** have received all necessary information **We** will make **You** an offer for the **Insured Vehicle** subject to the terms and conditions of **Your** policy.

If **Your Vehicle** is recovered at any stage, either before or after **We** have sent the settlement cheque to **You**, please contact **Us** immediately with the vehicle location. This will enable **Us** to move the vehicle to one of **Our** agents. Failure to do this may result in **You** becoming liable for any towing and storage charges.

Definitions

The Company/We/Us/Our

MMA Insurance plc

The Policyholder/Insured/You/Your

The person or persons, company or companies declared in the Schedule under the heading 'Insured'

The Insured Vehicle

(a) the motor vehicle(s) owned by **You** and whose make model and registration number(s) are specified on the Schedule and trade fixtures and fittings therein for an amount not exceeding the Sum Insured stated in the Schedule

EXCLUDING

1. portable tools and equipment

2. stock and materials in trade

(b) any motor vehicle in the custody or control of the **Insured** for the purpose of up-keep service or repair

EXCLUDING

1. any vehicle for which an H.G.V. or P.S.V. licence is required

2. vehicles owned or in the custody or control of the **Insured** for the purpose of sale or resale or leasing

3. any vehicle owned by the **Insured** or any **Declared Driver** or spouse of the **Insured** or the spouse of any **Declared Driver**

4. any vehicle being driven by or in the custody or control of any company partnership or person not described in the Certificate of Motor Insurance

5. any vehicle that has been seized by any government or public authority unless at the time of seizure the vehicle was:

(i) specified in the Schedule

(ii) in the custody or control of the **Insured** for the purpose of up-keep service or repair

(c) any disabled mechanically propelled vehicle attached to the vehicle described in (a) for the purpose of being towed

Declared Drivers

Any person named on the Certificate of Motor Insurance and on the Schedule full details of whom have been supplied to the **Company**

Definitions

continued

Inexperienced Driver

A person who has not held a full United Kingdom driving licence for the last 12 months

Business Premises

The Business Address(es) stated in the Schedule and any house building or land used owned or occupied by the **Insured** or any partner director employee or **Declared Driver** and used for up-keep service or repair of any motor vehicle

Note: Any private residence occupied by the **Insured** or any **Declared Driver** is not a **Business Premises** for the purpose of this policy

Territorial Limits

(a) in respect of the motor vehicle(s) bearing the registration number(s) shown on the Schedule Great Britain Northern Ireland the Channel Islands and the Isle of Man

(b) in respect of any motor vehicle in the custody or control of the **Insured** for the purpose of up-keep service or repair Great Britain Northern Ireland the Channel Islands and the Isle of Man but EXCLUDING any motor vehicle

1. in or on the **Business Premises**
2. on a road at or within 400 metres of the **Business Premises** unless in the course of a journey

Excess

The amount the **Insured** must pay in the event of loss of or damage to the **Insured Vehicle** the amount is shown on the Schedule

Occupation

The business of the **Insured** as disclosed to the **Company** and described on the Schedule but

EXCLUDING

(a) the sale or resale or leasing of motor vehicles for business purposes

(b) the carriage of goods for hire or reward

(c) the conveyance of passengers for hire or reward

Use solely for breakdown purposes in accordance with the regulations applicable thereto is not deemed to be use for hire or reward

Definitions

continued

Cover

(a) comprehensive – as described in Sections 1 2 3 and 4

(b) third party fire & theft – as described in Section 1 but EXCLUDING loss or damage other than that occasioned by or arising from fire self ignition lightning explosion theft or any attempt thereat Sections 2 3 and 4

(c) third party only – as described in Sections 2 3 and 4

Period of Insurance

The length of time covered by this insurance as shown in the schedule

Customer Information

Complaints Procedure

It is always **Our** intention to provide a first class standard of service. However **We** appreciate that occasionally things go wrong. In some cases **Your** broker or intermediary who arranged the insurance will be able to resolve any concerns, and **You** should contact them directly.

Alternatively, if **You** need to complain, please contact **Us** at the following address, quoting **Your** policy or claim number.

Quality Assurance, MMA Insurance plc, Norman Place, Reading RG1 8DA.
Telephone: 0844 902 1000
Website: www.mma-insurance.com

Full details of the MMA Internal Complaints Procedure are detailed in our leaflet 'Complaints Procedure' which is available on request or may be downloaded from **Our** website.

If **You** should remain dissatisfied, once MMA has had the opportunity to resolve **Your** complaint, **You** may be eligible to refer **Your** complaint to the Financial Ombudsman Service (FOS). For further details they can be contacted at South Quay Plaza, 183 Marsh Wall, London E14 9SR. www.financial-ombudsman.org.uk.

Financial Services Compensation Scheme (FSCS)

We are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to receive compensation from the scheme if **We** cannot meet **Our** obligations.

Further information is available from the Financial Services Compensation Scheme, 7th Floor, Lloyds Chambers, Portsoken Street, London E1 8BN www.fscs.org.uk

Law Applicable to Contract

It is possible to choose the law applicable to a contract of insurance covering a risk situated in the United Kingdom. **We** have chosen Scottish Law if **You** live in Scotland and English Law if **You** live elsewhere in the United Kingdom.

Payment of **Your** premium is evidence of acceptance of **Our** choice. If any other law is to apply, it must be agreed by both parties and evidenced in writing.

Customer Information

continued

Exchange of Information

Insurers pass information to the Claims and Underwriting Exchange Register, run by Insurance Database Services Ltd (IDS Ltd) and the Motor Insurance Anti-Fraud and Theft Register, run by the Association of British Insurers (ABI). The aim is to help **Us** to check information provided and also to prevent fraudulent claims. **We** will pass information to the appropriate register(s). In dealing with any claim **We** may search the register(s).

In order to prevent or detect fraud **We** will check **Your** details with various fraud prevention agencies. If false or inaccurate information is provided and fraud is suspected details will be passed to these agencies to prevent fraud and money laundering. Other users of these fraud prevention agencies may use this information in their own decision making processes. **We** may also conduct credit reference checks in certain circumstances. **You** can find out further details explaining how the information held by fraud prevention agencies may be used or in which circumstances **We** conduct credit reference checks and how these checks might affect **Your** credit rating by contacting **Us** at info@mma-insurance.com.

Conditions applicable to all Sections

This Policy together with its Schedule Certificate and any Endorsement shall be read together and any word or expression to which a specific meaning has been attached in any part shall have the same meaning wherever it may appear

Claims Procedure and Requirements

1. In the event of any accident injury loss or damage the **Insured** or his legal representative must at his own expense

(a) give **Us** full details as soon as possible after any incident involving a vehicle covered by this policy by phoning our **Motor Trade Care Line on 0844 902 2220** which is available 24 hours a day 365 days a year

After **You** have reported the incident **Our** claims team will send **You** a statement of fact containing the details **You** have provided and request any further information required to proceed with **Your** claim

(b) send to the **Company** immediately upon receipt any letters or documents in connection with the event and must not reply to them

(c) take all reasonable precautions to prevent further injury loss or damage

(d) immediately inform the police of any theft or malicious damage to the **Insured Vehicle** and obtain a crime reference number

(e) send to the **Company** immediately upon receipt any writ summons or other legal process issued or commenced against the Insured

(f) supply all estimates information and assistance as may be required

(g) notify the **Company** immediately of any impending prosecution coroners inquest or fatal accident enquiry or the intended issue of any writ summons or other legal process by or on behalf of the **Insured**

2. The **Company** shall be entitled to

(a) take and keep possession of the **Insured Vehicle** and to deal with the salvage in a reasonable manner

(b) negotiate defend or settle in the name and on behalf of the **Insured** any claim made against the **Insured**

Conditions applicable to all Sections

continued

(c) prosecute in the name of the **Insured** for its own benefit any claims against any other person in respect of any amount paid or payable

3. The **Insured** must not

(a) abandon any property to the **Company**

(b) negotiate or repudiate any claim without the **Company's** written consent

Sharing of Claims

If any loss damage or injury insured by this Policy is covered by any other insurance the **Company** shall pay only its rateable proportion

Reasonable Precautions

The **Insured** shall take all reasonable precautions to avoid injury loss or damage in respect of which the **Company** is or may become liable under this Policy and shall maintain any motor vehicle insured hereby in efficient and roadworthy condition

Cancellation

(a) **Policyholders** who cancel their policy within 14 days of the latter of either

(i) the inception or renewal date

(ii) the date from which they receive the contractual terms and conditions

are entitled to a proportionate return of their premium less £25 This applies even if the **Policyholder** has made a claim

Policyholders who cancel their policy after 14 days are also entitled to a proportionate return of the premium less £25 if no claim has been made

In either case the Certificate of Motor Insurance must be returned to MMA Insurance in order to cancel the insurance policy together with written notification of **Your** intention to cancel the policy

(b) **We** or any intermediary appointed by **Us** and acting with **Our** authority may at any time cancel this policy by giving **You** 7 days notice in writing by recorded delivery letter to **Your** last known address on return of the Certificate of Motor Insurance **We** will refund that part of **Your** premium which applied to the rest of the Policy

(c) If **You** pay the premium for this policy by **Our** instalment plan and any of **Your** monthly instalments are not paid by the due date the balance

Conditions applicable to all Sections

continued

outstanding shall become payable **We** will give **You** 7 days written notice and if the balance outstanding remains unpaid the policy will be cancelled on expiry of such notice and **You** must return **Your** Certificate of Insurance to **Us** immediately

Information Supplied

The Liability of the **Company** shall be conditional upon the observance by the **Insured** and any other person claiming indemnity of the terms and conditions of this Policy and the truth and completeness of the statements and answers in the proposal or otherwise supplied by or on behalf of the **Insured**

Avoidance of Certain Terms and Right of Recovery

Nothing in this Policy or any endorsement thereon shall affect the right of any person indemnified by this Policy or any other person to recover an amount under or by virtue of the provisions of the Law of any territory in which the Policy operates relating to the insurance of liability to Third Parties but the **Insured** shall repay to the **Company** all sums paid by the **Company** which the **Company** would not have been liable to pay but for the provision of such law

Application of Limits of Indemnity

In the event of any accident involving indemnity to more than one person any limitation by the terms of this Policy or any Endorsement thereon of the amount of any indemnity shall apply to the aggregate amount of indemnity to all persons indemnified and such indemnity shall apply in priority to the **Policyholder**

The Motor Insurance Database

It is a condition of the policy that **You** supply such details of the vehicles whose use is covered by the policy as required by the relevant law applicable in Great Britain and Northern Ireland for entry to the Motor Insurance Database

Information relating to **Your** insurance policy will be added to the Motor Insurance Database ("MID") managed by the Motor Insurers' Bureau ("MIB") MID and the data stored on it may be used by certain statutory and/or authorised bodies including the Police the DVLA the DVLANI the Insurance Fraud Bureau and other bodies permitted by law for purposes not limited to but including

(i) electronic licensing

(ii) continuous insurance enforcement

Conditions applicable to all Sections

continued

(iii) law enforcement (prevention detection apprehension and or prosecution of offenders)

(iv) the provision of government services and or other services aimed at reducing the level and incidence of uninsured driving

If **You** are involved in a road traffic accident (either in the UK the EEA or certain other territories) insurers and or the MIB may search the MID to obtain relevant information

Persons (including his or her appointed representatives) pursuing a claim in respect of a road traffic accident (including citizens of other countries) may also obtain relevant information which is held on the MID

It is vital that the MID holds **Your** correct registration number if it is incorrectly shown on the MID **You** are at risk of having **Your** vehicle seized by the Police **You** can check that **Your** correct registration number details are shown on the MID at www.askmid.com

Fraud

If any fraudulent means including inflation or exaggeration of any claim or submission of forged or falsified documents are used to obtain benefit by **You** or anyone acting on **Your** behalf all benefit under the policy shall be forfeited

Alteration in Risk

The **Insured** must tell the **Company** immediately of any alteration in risk that materially affects this policy material information would include

(a) a change in any specified **Insured Vehicle** or the way it is used

(b) the location of the **Insured Vehicle**

(c) a change to the **Declared Drivers** their driving history or their health

(d) any other information which makes losses more likely to happen or more serious if they do happen

Exceptions applicable to all Sections

The **Company** shall not be liable in respect of

Exception 1 – Use and driving

Any accident injury loss damage or liability caused sustained or incurred while any motor vehicle in respect of which indemnity is provided by this Policy is

(a) being used otherwise than in accordance with the terms of the Certificate of Motor Insurance

(b) being driven by or in the custody or control of any company partnership or person not described in the Certificate of Motor Insurance

(c) being driven by any person who is not the holder of a full United Kingdom driving licence to drive such vehicle

Exception 2 – Indirect Losses

Any loss to the **Insured** arising directly or indirectly from any accident damage injury or loss unless specifically covered by a section of this policy

Exception 3 – Agreements

Liability which attaches by virtue of an agreement but which would not have attached in the absence of such agreement

Exception 4 – Earthquake or Riot

Any accident injury loss or damage (except under Section 2 Liability to Third Parties) arising during (unless it be proved by the **Insured** that the accident injury loss or damage was not occasioned thereby) or in consequence of

(a) earthquake or

(b) riot civil commotion occurring elsewhere than in Great Britain Isle of Man or the Channel Islands

Exception 5 – Airport Risks

(a) any accident injury loss of or damage to any aircraft or any liability or injury arising from such damage

(b) any Indirect Loss in connection with any aircraft or airport operation arising from the presence of any vehicle **Insured** by this Policy in any area to which any aircraft has access

Exception 6 – Rallies

Any accident injury loss damage or liability caused sustained or incurred while the **Insured Vehicle** is being used in a National or International Rally under Rules of the Federation Internationale de L'Automobile or a National Club

Exceptions applicable to all Sections

continued

Exception 7 – Nuclear Risks

Loss damage accident or liability resulting or arising from or directly or indirectly caused or contributed to by

(a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear wastes from the combustion of nuclear fuel

(b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

Exception 8 – War Risks

Any consequence of war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power except so far as is necessary to meet the requirements of the Road Traffic Acts

Exception 9 – Terrorism

Any liability loss or damage arising directly or indirectly from acts of terrorism as defined in the UK Terrorism Act 2000 except where **We** need to provide the minimum insurance required by the Road Traffic Acts

Exception 10 – Pollution

Any loss damage accident or liability resulting or arising from or directly or indirectly caused by or contributed to by pollution or contamination unless this pollution or contamination is directly caused by an incident which occurs in its entirety at a specific time and place during the period of insurance and is sudden and identifiable and unintended and unexpected other than is necessary to meet the requirements of the Road Traffic Acts all pollution that arises out of one incident shall be considered to have occurred at the time the incident took place

Exception 11 – Hazardous Goods

Any loss damage accident or liability resulting from or directly or indirectly caused by or contributed to or arising from

(a) hazardous dangerous or explosive goods or substances

(b) explosion sparks or ashes from the **Insured Vehicle** or from any trailer or machinery attached to or detached from it

Policy Cover

Section 1 – Loss of or Damage to Your Vehicle

1. The **Company** will indemnify the **Insured** in respect of loss of or damage to the **Insured Vehicle** (including its accessories and spare parts in or on the vehicle) occurring within the **Territorial Limits** but EXCLUDING any motor vehicle in the custody or control of the **Insured** for the purpose of upkeep service or repair

   (a) in or on the **Business Premises**

   (b) on a road at or within 400 metres of the **Business Premises** unless in the course of a journey

2. The **Company** may at its own option repair reinstate or replace the vehicle or any part thereof its accessories or spare parts or may pay in cash the amount of the loss or damage if to the knowledge of the **Company** the **Insured Vehicle** is the subject of a Hire Purchase Agreement such payment shall be made to the owner thereof whose receipt shall be a full and final discharge to the **Company** in respect of such loss or damage

3. If the **Insured Vehicle** is disabled by reason of loss or damage which is the subject of Indemnity under this policy the **Company** will bear the reasonable costs of protection and removal to the nearest repairers and also pay the reasonable costs of delivery after repair to the **Insured** at his address in the United Kingdom

4. A claim under this Section solely for replacement glass in windscreen or side or rear windows in respect of any vehicle described in Definition 2(a) shall not be deemed a claim for the purpose of No Claims Discount

5. Should the **Insured Vehicle** be uneconomical to repair or be stolen and not recovered and **You** pay **Your** premium by the MMA instalment scheme **We** will deduct any outstanding balance when **We** settle **Your** claim

Policy Cover

Section 1 – Exceptions that apply to Loss of or Damage to Your Vehicle

The **Company** shall not be liable in respect of

1. loss of use depreciation wear and tear mechanical electrical electronic computer or computer software breakdowns failures faults or breakages

2. damage to tyres by application of brakes or by road punctures cuts or bursts

3. loss of or damage to the **Insured Vehicle** arising directly or indirectly from work on such vehicle by the **Insured** or any person in the service of or acting on behalf of the **Insured**

4. the **Excess** shown on the Schedule in respect of each and every occurrence of loss of or damage to any one **Insured Vehicle** other than for fire or theft or any attempt thereat or malicious damage and replacement of glass in windscreen or rear or side windows

   While the **Insured Vehicle** is being driven by or is for the purpose of being driven in the charge of any person in the following categories the **Excess** shown on the Schedule is increased as follows

   (a) persons under 25 years of age £350

   (b) inexperienced Drivers age 25 years and over £200

   If the **Company** shall pay the aforementioned amount the **Insured** shall repay such amount to the **Company** forthwith these amounts operate independently of and in addition to any other **Excess** clause or condition which may be applied or endorsed on this Policy

5. the **Excess** shown on the Schedule in respect of each and every occurrence of fire or theft or attempt thereat or malicious damage to any one **Insured Vehicle**

6. the **Excess** shown on the Schedule in respect of each and every claim for replacement glass in windscreen or side or rear windows made under paragraph 4 of Section 1

7. loss of or damage to any telephone or 'citizen band' radio

8. loss of or damage to any vehicle manufactured in the USA or Canada unless specifically manufactured for sale in the United Kingdom

Policy Cover

Section 1 – Exceptions that apply to Loss of or Damage to Your Vehicle

continued

9. any decrease in the value of the **Insured Vehicle** following repair

10. loss or damage occurring as a result of deception by a purported buyer or his intermediary

11. loss or damage arising from the malicious act of any employee or partner or member of the **Insured's** family

12. loss of or damage to any vehicle manufactured before 1975 or any vehicle with a fibreglass bodyshell or built from a kit

13. loss of or damage to any motorcycle quadbike or trike (three wheeled motorcycle)

14. loss of or damage to any **Insured Vehicle** resulting from theft or attempted theft when the ignition keys have been left in or on the **Insured Vehicle** or if all the doors windows and other openings have not been closed and locked

15. **(a)** any amount greater than the maker's list price in the United Kingdom for the supply of any spare part or accessory

(b) or if the vehicle was manufactured outside the United Kingdom and imported other than through the manufacturers normal import arrangements any amount greater than the cost of the similar spare part or accessory for the equivalent United Kingdom vehicle model

At the **Company's** discretion a cash settlement on this basis may be made if such part or accessory cannot be obtained

Policy Cover

Section 2 – Third Party Liability

1. In the event of an accident involving the driving of or use of the **Insured Vehicle** and occurring within the **Territorial Limits** the **Company** will indemnify the **Insured** in respect of

All sums which the **Insured** shall be legally liable to pay

(a) for death or bodily injury

(b) for accidental damage to property provided that the **Company's** liability shall not exceed the sum of £1,000,000 in respect of any one claim or all claims of a series consequent upon one original cause and

(c) all sums which the **Insured** shall become legally liable to pay for claimants costs and expenses

And with the written consent of the **Company**

(d) other costs and expenses

(e) solicitor's fees

1. for representation at any Coroner's Inquest or Fatal Accident Inquiry

2. for defending any proceedings in any Court of Summary Jurisdiction in respect of any act causing or relating to any event which may be the subject of Indemnity under this Section

(f) reasonable costs up to £2000 for legal services for defence in the event of proceedings being taken for manslaughter or causing death by dangerous driving where the death may be the subject of indemnity under this Section

caused by or arising from the use of the **Insured Vehicle** or the loading or unloading of the **Insured Vehicle**

Policy Cover

Section 2 – Third Party Liability

continued

2. For the purpose of this Section the **Insured** shall also include

(a) any person entitled to drive by the Certificate of Motor Insurance driving or using the **Insured Vehicle** with the permission of the **Insured**

(b) at the request of the **Insured** any passenger who at the time of any accident is in or getting into or getting out of the **Insured Vehicle**

PROVIDED that the person claiming indemnity

(c) is not entitled to indemnity under any other Policy

(d) shall as though he were the **Insured** observe fulfil and be subject to the Policy terms exclusions and conditions insofar as they can apply

3. In the event of the death of any person entitled to indemnity under this Section the **Company** will in respect of the liability incurred by such person indemnify his legal representatives in the terms of and subject to the limitations of this Section provided that such representatives shall as though they were the **Insured** observe fulfil and be subject to the terms exclusions and conditions of this Policy insofar as they can apply

4. The **Company** will pay Emergency Treatment Charges arising under the Road Traffic Act incurred as a result of an accident which may give rise to a claim under this Section

Policy Cover

Section 2 – Exceptions that apply to Third Party Liability

The **Company** shall not be liable in respect of

1. death of or bodily injury to any employee arising out of or in the course of the employment of such person by the **Insured** or any other person claiming to be indemnified by this Section except as required by the Road Traffic Acts

2. damage to property belonging to or held in trust by or in the custody or control of the person claiming indemnity

3. damage to any **Insured Vehicle**

4. death injury or damage caused or arising beyond the limits of any carriageway or thoroughfare in connection with the bringing of a load to the **Insured Vehicle** or the taking away of a load from such vehicle

5. death injury or damage arising directly or indirectly from work on any **Insured Vehicle** by the **Insured** or any person in the service of or acting on behalf of the **Insured** except as required by the Road Traffic Acts

6. Any claim for loss of use of any **Insured Vehicle**

Policy Cover

Section 3 – Foreign Use

1. This Policy is extended in respect of the **Insured Vehicle** to give the minimum compulsory third party insurance requirements of the following countries

(a) member countries of the European Union

(b) any other country which the Commission of the European Union approves as meeting the requirements of Article 7 (2) of the European Community Directive on Insurance of Civil Liabilities arising from the use of motor vehicles (no. 72/166 CEE)

2. Subject to the **Company's** consent and payment of any required additional premium the policy may be extended in full in respect of a specified **Insured Vehicle** which is owned by and registered in the name of the **Insured** for the period specified on the International Motor Insurance Certificate (Green Card) while the **Insured Vehicle** is

(a) temporarily in any country notified to the **Company**

(b) in transit (including loading and unloading) between any countries to which this policy applies but any sea transit must be by a scheduled sea route

The **Company** shall not be liable whilst the **Insured Vehicle** is being driven by or is for the purpose of being driven by in the charge of any person not included as a user in paragraph 7 of the International Motor Insurance Certificate (Green Card)

Policy Cover

Section 4 – No Claims Discount

In the event of no claim being made or arising under this Policy during a **Period of Insurance** specified herein immediately preceding the renewal of this Policy the renewal premium shall be reduced by a No Claims Discount in accordance with the **Company's** published scale for the MotorServ Policy

No Claims Discount is not transferable to any other person

About MMA

MMA Insurance plc is a financially secure, well established UK insurer and a wholly owned subsidiary of French multi national MMA IARD Assurances Mutuelles, a mutual insurer of some 180 years standing and part of Europe's leading insurance mutual, Covéa. We offer a range of bespoke and package products for small to medium sized businesses as well as household and motor insurance.

MMA's reputation is founded on a track record of consistent profitability, financial stability (Standard & Poor's rate MMA 'A- Stable') and reliability for over 50 years. Our long-term approach to doing business exclusively with our broker community ensures that we listen to their needs and respond with practical solutions that are sustainable. This spirit of partnership and mutual respect has resulted in very strong relationships with brokers across the UK.

MMA Insurance is a member of the Association of British insurers and is covered by the Financial Ombudsman Service. MMA is authorised and regulated by the Financial Services Authority.

All information in this document is correct at the time of printing (March 2011), for full up to date information please visit our website **www.mma-insurance.com**

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