

[www.mma-insurance.com](http://www.mma-insurance.com)

# Motor Sure

## Policy



# 24 Hour CLAIMS Assistance

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



**Motor Care Line**  
**0844 902 2220**

- Claims assistance available 24 hours a day, 365 days a year
- Emergency windscreen repair and replacement
- Benefits of our approved repairer network are:
  - o Full mainland coverage
  - o Collection of damaged vehicle
  - o Swift repairs guaranteed for 5 years
  - o Return of the repaired vehicle, cleaned
  - o Courtesy vehicle for the duration of repairs if you use an MMA approved repairer excluding glass claims

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

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



**Motor Care Line**  
**0844 902 2220**

# Introduction

Thank **You** for choosing MMA Insurance.

This policy is a Private Car contract between **You** and **Us** and is based on the information **You** gave **Us** when **You** applied for the insurance. If any of the information **You** have supplied is incorrect, **You** must notify **Us** as soon as possible otherwise this could invalidate **Your** insurance leading to a claim not being dealt with.

Please read this policy and its schedule to ensure that they meet **Your** requirements. If **You** have any query **You** should contact **Your** insurance broker or intermediary immediately.

In return for **Your having** agreed to pay the 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.

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# Contact Numbers

## CLAIMS

### Motor Care Line 0844 902 2220

Should **You** have to make a claim, **MMA Motor Care Line** will manage all aspects of the claim for **You** from the time it is reported.

**MMA Motor Care Line** is a service exclusive to MMA Insurance. It is available 24 hours a day, 365 days a year and operates in the mainland UK only. **MMA Motor Care Line** offers assistance including:

- Helpline available 24 hours a day, 365 days a year;
- Full mainland coverage by **Our** approved repairer network;
- Collection of the damaged car;
- Swift repairs by **Our** approved repairer, guaranteed for 5 years;
- Return of the repaired car, thoroughly cleaned;
- Courtesy vehicle for the duration of repairs if **You** use an MMA approved repairer excluding glass claims;
- Emergency windscreen repair and replacement;
- Emergency accommodation/journey completion facilities up to £250;

**You** must produce **Your Certificate of Motor Insurance** to **Our** nominated windscreen contractor to take advantage of these services. If windscreens are repaired rather than replaced, no excess applies.

# How to Make a Claim

Should **You** have to make a claim, telephone the **MMA Motor Care Line** on **0844 902 2220** and they will manage all aspects of the claim regarding damage to **Your** vehicle from the time it is reported. Please provide **Us** with the following information:

- Policy Number, **Your** name, driver's name
- Vehicle make, model and registration number
- Nature of incident
- Police incident number if applicable (this is a requirement for theft claims)
- Police accident reference number (if police attended the scene)

## How We Deal With Your Claim

**We** may choose to repair or replace **Your Car** or accessory or spare part or pay an amount up to the **Market Value** of **Your Car** or accessory or spare part at the time of loss or damage.

If to **Our** knowledge **Your Car** is the subject of a hire purchase or leasing agreement, any payment for loss of or damage to **Your Car** which is not made good by repair, reinstatement or replacement, may, at **Our** discretion, be made to the owner whose receipt shall be a full discharge of **Our** liability.

Should **Your Car** be uneconomical to repair and **You** pay **Your** premium by instalments, **We** will deduct any outstanding balance from any settlement offered.

**We** will also pay for the reasonable costs of protection and removal to the nearest repairers and re-delivery to **You**, at the address shown on the **Schedule**, following a claim covered by this policy.

# Valuations

**We** will pay **You** the market value of **Your** car if it is stolen and not recovered or is damaged and beyond economical repair.

The market value is what **You** would have to pay to buy a car of similar age and condition to the one stolen or damaged.

**We** may have asked **You** to give **Us** a value when **You** applied for insurance. This is not necessarily the amount that **You** will receive. **We** will pay **You** the market value at the time of the claim.

**We** use publications such as Glass's Guide to set the market value of a vehicle. Other factors that **We** would consider are condition of the vehicle, mileage, current MOT (if applicable) and available service history.

The amount **We** offer may be less than the guide price if the car:

- Already has some damage that occurred prior to the fire, theft or accident;
- Has high mileage for its age;
- Is over three years old but has no MOT (four years in Northern Ireland);
- Does not have a service history;

**We** may offer more than the guide price if the car:

- Has low mileage for its age;
- Has evidence of manufacturer upgrades/modifications provided **We** had previously been advised and accepted them.

Replacement of tyres and mechanical items required to keep the car mobile and roadworthy will not normally be counted as evidence of increased value. These are normal day to day running costs needed to ensure a car does not lose its current market value due to lack of maintenance.

# 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.
- Request 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 claim without replying 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.
- 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 **MMA Motor 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 car is stolen?

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

**We** will make an offer for the Market Value of **Your** vehicle less any policy **Excess** that applies and send **You Our** settlement cheque once **We** have received all the required documents and any enquiries have been completed.

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 location of **Your** car. 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

## **We/Us/Our/The Company**

MMA Insurance plc.

## **The Customer/Insured/You/Your**

The person or persons named in the **Schedule**.

## **Certificate of Motor Insurance**

**Your** current valid **Certificate Of Motor Insurance** which has the same number as this policy. The Certificate also sets out who may drive **Your Car** and the purpose for which **Your Car** may be used.

## **Your Car**

The car whose make, model and registration mark are specified on the **Schedule** and described in the **Certificate Of Motor Insurance** or any replacement car, details of which have been supplied to and accepted by **Us**.

## **Schedule**

The document that describes details of the cover **You** have and information that **You** have supplied to **Us**.

## **Period of Insurance**

The effective period of time shown on the **Schedule**.

## **Excess**

The amount **You** must pay following loss of or damage to **Your Car**. The actual amount is shown on the **Schedule**.

## **Endorsements**

Special terms or restrictions which affect the policy cover. The Endorsement numbers which apply are shown on the **Schedule**.

## **Territorial Limits**

Great Britain, Northern Ireland, Channel Islands, the Isle of Man and during sea transit between ports in these areas.

## **Inexperienced Driver**

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

## **Market Value**

The cost of replacing **Your Car** with one of similar make, model, condition and mileage at the time of the loss or damage, but not more than the amount **You** paid for it.

# Definitions

continued

## **Audio-Visual, Satellite Navigation and Communication Equipment**

Equipment that is permanently fitted in the car, such as:

- 1.** compact disc, MP3 player, radio cassette, mini disc or other audio equipment.
- 2.** telephone or other communication equipment.
- 3.** television, DVD or other visual entertainment equipment.
- 4.** visual navigation equipment.

Any of the above equipment which is removable is not considered permanently fitted.

Equipment that is not permanently fitted is not covered under this section.

# Customer Information

## 1. Complaints Procedure

It is always **Our** intention to provide a first class standard of service. However **We** do 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](http://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 can 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](http://www.financial-ombudsman.org.uk).

## 2. Financial Services Compensation Scheme

**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](http://www.fscs.org.uk).

## 3. 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, Jersey Law if **You** live in Jersey 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

## 4. 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 a fraud prevention agency, who will record the search. Searches will be made with other insurers. If fraud is suspected other relevant details will be shared with those insurers. Other users of the fraud prevention agency may use this information in their own decision making processes. **You** can find out which fraud prevention agencies are used by contacting us at [info@mma-insurance.com](mailto:info@mma-insurance.com).

## 5. Administrative Charge

We reserve the right to apply an administrative charge (subject to insurance premium tax where applicable) for any adjustments you make to your policy.

# Policy Cover

## Section 1 – Loss of or Damage to Your Car

### 1.1 Accidental Damage

**We** will pay for loss of or damage to, other than by fire, theft or attempted theft, **Your Car** and its accessories and spare parts in or on **Your Car** or in **Your** private garage, occurring during the **Period Of Insurance** within the Territorial Limits.

### 1.2 Fire and Theft

**We** will pay for loss of or damage to **Your Car** and its accessories and spare parts while in or on **Your Car** or in **Your** private garage, caused by fire, theft or attempted theft occurring during the **Period Of Insurance** within the **Territorial Limits**.

### 1.3 Loss of or Damage to Your Car

**We** may choose to repair or replace **Your Car** or accessory or spare part or pay an amount up to the **Market Value** of **Your Car** or accessory or spare part at the time of loss or damage. **Market Value** will not be more than the amount **You** paid for it.

If **Your Car** is less than one year old from the date of first registration at the time of loss or damage, **We** will, with **Your** agreement and that of any interested parties, replace it with a new car of the same make, model and specification if immediately available in the United Kingdom provided that:

- (a) **Your Car** is in current production;
- (b) **You** are the first and only owner and registered keeper of **Your Car**;
- (c) **Your Car** is stolen and has not been recovered in the 28 days following written notification to **Us**; or
- (d) the cost of repairing any damage covered by this policy is more than 60% of **Your Car's** current UK list price (including car tax and VAT) at the time the damage occurred.

The stolen or damaged car will then become **Our** property. **You** have a duty to inform **Us** if the vehicle is recovered.

If to **Our** knowledge **Your Car** is the subject of a hire purchase or leasing agreement, any payment for loss of or damage to **Your Car** which is not made good by repair, reinstatement or replacement, may, at **Our** discretion, be made to the owner whose receipt shall be a full discharge of **Our** liability.

Should **Your Car** be uneconomical to repair, and **You** pay **Your** premium by instalments, **We** will deduct any outstanding balance from the settlement figure.

# Policy Cover

## Section 1 – Loss of or Damage to Your Car

continued

**We** will also pay:

for the reasonable costs of protection and removal to the nearest repairers and delivery to **You**, at the address shown on the **Schedule**, following a claim covered by this policy.

### **1.4 Permanently Fitted Audio-Visual, Satellite Navigation and Communication Equipment**

For permanently fitted audio-visual and communication equipment the most **We** will pay for any one claim is £500 less the **Excess**.

# Policy Cover

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

**1.5** The **Company** will not be liable under this Section for:

- (a) loss of use of **Your Car**;
- (b) depreciation;
- (c) loss caused by deception;
- (d) any decrease in the value of **Your Car** following repair;
- (e) any cost, or part of any cost of repair, which improves **Your Car** beyond its condition before the loss or damage;
- (f) wear and tear;
- (g) mechanical, electrical, electronic, computer or computer software breakdowns, failures, faults or breakages;
- (h) damage to tyres caused by braking, punctures, cuts or bursts;
- (i) the **Excess** shown on the **Schedule**;
- (j) the **Excess** shown below when **Your Car** is being driven by, or is in the custody of, a driver under the age of 25 or an **Inexperienced Driver**. This is in addition to any other **Excess You** may have to pay;

Driver under 21	£300
Driver under 25	£200
Inexperienced Driver	£200
- (k) any claim under this Section of the policy while **Your Car** is being driven by, or is for the purposes of

being driven, in the charge of any person under 21 years of age, unless details of such person have been notified to, and accepted by, **Us** prior to the date of loss or damage;

- (l) any claim under this Section of the policy resulting from theft, or attempted theft, whilst the ignition keys have been left in or on **Your Car** or if all the doors, windows and other openings have not been closed and locked;
- (m) any amount greater than the maker's list price in the United Kingdom for the supply of any spare part or accessory or, if **Your Car** was manufactured outside the United Kingdom and imported other than through the manufacturers normal import arrangement 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;
- (n) any loss incurred following confiscation, requisition or destruction of **Your Car** by, or under the order of, any Government, Public or Local Authority.

# Policy Cover

## Section 2 – Third Party Liability

### 2.1 Your Liability

**We** will insure **You** against all sums **You** are legally liable to pay arising from:

- (a) death of or bodily injury to any person for an unlimited amount;
- (b) damage to property up to £20,000,000;
- (c) costs and expenses of up to £5,000,000.

The above limits apply in respect of any one claim or a number of claims arising from one incident caused by or arising out of the use of:

- (d) **Your Car**;
- (e) any other private car **You** are driving which is neither owned nor held by **You** under a hire purchase or leasing agreement, (excluding the use to secure the release of a motor vehicle, which has been seized by, or on behalf of any government or public authority) provided that:
  - (i) **You** have the owner's permission to drive the car;
  - (ii) **You** are not insured under any other insurance to drive the car;

(iii) there is a current and valid policy of insurance in force for the car in accordance with the Road Traffic Acts;

(iv) the current **Certificate Of Motor Insurance** permits **You** to drive and use this car;

(v) **You** still have **Your Car** and it has not been declared as uneconomical to repair, or stolen and not recovered.

(f) a trailer attached to **Your Car**.

### 2.2 Liability of other persons driving or using Your Car

On the same basis and limits that **We** insure **You** under this Section **We** will also insure the following persons:

- (a) any person allowed by the **Certificate Of Motor Insurance** to drive **Your Car**;
- (b) any person who is using, but not driving, **Your Car** with **Your** permission for social, domestic and pleasure purposes;
- (c) any person, at **Your** request, who is travelling in, or getting into or out of, **Your Car**;

# Policy Cover

## Section 2 – Third Party Liability

continued

**(d)** the employer of the person using any car insured by this Section for business purposes permitted by the policy provided that the car:

- (i)** is neither the property of, nor held by, the employer under a hire purchase agreement or leasing agreement;
- (ii)** is being used in accordance with the terms of the **Certificate Of Motor Insurance**.

### 2.3 Legal Personal Representatives

In the event of death of any person insured by this Section, **We** will insure the legal personal representatives of the deceased person against any liability covered by this Section.

### 2.4 Emergency Treatment Fees

**We** will pay for Emergency Treatment Fees as required by the Road Traffic Acts.

### 2.5 Legal Costs

In connection with any liability which is insured by this Section, **We** will pay:

- (a)** the fees of any solicitor appointed by **Us** to represent anyone insured under this Section during proceedings in any court of summary jurisdiction or at any coroner's inquest or fatal accident inquiry;
- (b)** the cost of legal services arranged by **Us** to defend a charge of manslaughter or causing death by dangerous driving;
- (c)** other costs and expenses incurred with **Our** written consent.

# Policy Cover

## Section 2 – Exceptions that apply to Third Party Liability

**2.6** The insurance provided under this Section will not apply:

- (a)** to the driver unless that person holds a licence to drive **Your** car, or has held, and is not currently disqualified from holding or obtaining, such a licence;
- (b)** to any person who is not driving **Your** car, if to the knowledge of that person the driver does not hold a licence to drive **Your** car, unless the driver has held and is not currently disqualified from holding or obtaining such a licence;
- (c)** to any person where the liability is insured under another policy;
- (d)** to death of or bodily injury to any person arising out of, or in the course of, the employment of such person by any person **We** insure under this Section, except as required by the Road Traffic Acts.

**2.7 We** shall not be liable for loss of or damage to:

- (a)** property belonging to, or in the custody or control of, any person insured under this Section;
- (b)** any car which is insured under this Section or any other private car **You** are driving which is neither owned nor held by **You** under a hire purchase or leasing agreement;
- (c)** any trailer attached to **Your Car** or attached to any car covered by this policy, which **Your Certificate Of Motor Insurance** permits **You** to drive, or any property carried in or on such luggage trailer.

**2.8 We** shall not be liable for 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.

# Policy Cover

## Section 3 – Windscreen Cover

**We** will pay for the repair or replacement of damaged or broken glass in **Your** car for:

- (a) windscreen;
- (b) side windows;
- (c) rear windows.

To access **Our** approved windscreen repair or replacement service telephone **0844 902 2220**.

**You** must produce **Your Certificate of Motor Insurance** to **Our** nominated windscreen contractor to take advantage of these services. If windscreens are repaired rather than replaced, no **Excess** applies.

## Section 3 – Exceptions that apply to Windscreen Cover

**We** shall not be liable under this Section for:

- (a) the **Excess** printed in the **Schedule** for the replacement or repair of damaged or broken glass;
- (b) any amount exceeding £100 where the repair or replacement is not carried out by an MMA approved windscreen replacement or repair service;
- (c) damage to sunroofs.

# Policy Cover

## Section 4 – Personal Effects

**We** will pay **You**, or if **You** request, the owner of the property up to £50 for personal effects in **Your Car** if lost or damaged due to an accident, fire, theft or attempted theft:

## Section 4 – Exceptions that apply to Personal Effects

**We** will not pay for:

- (a)** money, jewellery, furs, documents, securities, tickets or stamps;
- (b)** goods or samples carried in connection with any trade or business;
- (c)** property insured under any other policy;
- (d)** any property that is left in a convertible car when the hood or roof opening is not fully closed.

# Policy Cover

## Section 5 – Personal Accident

If **You** or **Your** spouse suffer accidental bodily injury as a result of an accident involving **Your Car**, **We** will pay £1000 if, within 12 months, this injury is the cause of:

- (a) death;
- (b) the complete and irrecoverable loss of sight of one or both eyes;
- (c) the loss by severance, at or above the wrist or ankle, of one or more limbs.

Payment will be made direct to the injured person or the legal personal representatives of that person.

## Section 5 – Exceptions that apply to Personal Accident

**We** shall not pay:

- (a) more than one of the above benefits for any of the injuries detailed above;
- (b) in any **Period Of Insurance**, more than £1000 in respect of any one person, or £2000 in total;
- (c) any benefit in respect of death or bodily injury to any person by suicide or attempted suicide;
- (d) if the insured person was, at the time the injury occurred, under the influence of drink or drugs or had more alcohol in their system than the limits set down in the Road Traffic Acts;
- (e) death of or injury to any person not wearing a seat belt when they have to by law.

# Policy Cover

## Section 6 – Medical Expenses

If **You** or any occupant of **Your Car** is injured in an accident involving **Your Car**, **We** will pay medical expenses incurred up to £100 for each person injured.

# Policy Cover

## Section 7 – Foreign Use

**You** do not need an international Motor Insurance card (green card)

### 7.1 Compulsory insurance cover outside the Territorial Limits

**Your** policy provides the minimum cover **You** need by law to use **Your Car** in:

- (a) any country which is a member 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) and which is listed on the reverse of your **Certificate of Motor Insurance**.

### 7.2 Full Policy cover outside the Territorial Limits

**Your** policy automatically provides the cover shown on **Your Schedule** for up to 45 days in any one **Period of Insurance** while **You** are using **Your Car** in the countries referred to in Section 7.1. above provided that:

- (a) **Your Car** is taxed and registered in the United Kingdom;
- (b) **Your Car** is normally kept in the United Kingdom;

- (c) **You** maintain a permanent home in the United Kingdom.

If **You** intend to use **Your Car** outside the Territorial Limits for a period in excess of 45 days (with a maximum of 90 days) **You** must notify **Your Broker** before **You** leave and pay any additional premium that is required. **We** will not provide cover for any period in excess of 90 days.

**Your** policy provides cover while **Your Car** is 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.

**We** will also pay the foreign customs duty that **You** must pay as a result of loss or damage to **Your Car** insured by this policy preventing its return to the UK.

### 7.3 Other charges

**We** will insure **You** against general average contribution, salvage and sue and labour charges, arising from the transportation of **Your Car**, between any countries to which this insurance applies.

# Policy Cover

## Section 8 – No Claims Discount

**8.1** In the event of no claim being made or arising under this policy the premium for renewal will be reduced in accordance with the scale applicable at the renewal date.

If **You** make a claim under this policy the No Claims Discount will be reduced in line with the scale applicable at renewal date. If two or more claims are made in any one **Period Of Insurance** the No Claims Discount will be deleted in full.

Details of the No Claims Discount scale are available on request.

Any No Claims Discount to which **You** are otherwise entitled will not be disallowed as a result of a claim:

- (a) solely for repair or replacement of glass in the windscreen, side or rear windows of **Your Car**;
- (b) under 2.4 of Section 2 (Emergency Treatment Fees) of this policy;
- (c) under Section 11 for the replacement of keys and locks.

The No Claims Discount is not transferable to any other person.

### **8.2 Protected No Claims Discount**

If **You** have paid to protect **Your** No Claims Discount and if two claims are made within any 4 consecutive years, the protection will be removed at the next renewal and subsequent claims will reduce the No Claims Discount in accordance with the scale applicable at the renewal date.

# Policy Cover

## Section 9 – Upkeep and Repair by the Motor Trade

If **Your Car** is in the custody of a member of the motor trade for upkeep or repair, **Your** policy will continue in force. **We** will not however, cover any liability of the trader.

# Policy Cover

## Section 10 – Car Sharing

If **You** accept payments as part of a car sharing agreement for social or other similar purposes, these payments will not be regarded as payments for hire or reward provided:

- (a) Your Car** is not designed to carry more than seven passengers;
- (b)** the passengers are not being carried in the course of a business of carrying passengers;
- (c)** the total contributions received for the journey concerned do not involve any profit.

# Policy Cover

## Section 11 – Replacement Keys and Locks

If the keys, lock transmitter or entry card for a keyless entry system of the car are lost or stolen, **We** will pay up to £200 towards the cost of replacing:

- (a) all entry locks that can be opened by the missing item;
- (b) the lock transmitter, entry card and central locking system and
- (c) the ignition and steering locks; as long as **We** are satisfied that any person who may have **Your** keys, transmitter or card, knows the identity or garage address of the car. **We** will also pay the reasonable cost of protecting the car, transporting it to the nearest repairers when necessary and delivering it after repair to **Your** address. A claim under this section only will not affect **Your** no claims discount.

### What is not covered

**We** will not pay any claim where the keys, lock transmitter or entry card are either:

- (a) left in or on the car at the time of the loss; or
- (b) taken without **Your** permission by a member of **Your** immediate family or a person living in **Your** home.

# Policy Cover

## Section 12 – Exceptions applicable to all Sections

### This policy does not cover

#### Exception 1 – Use and driving

Any accident, injury, loss, damage or liability while **Your Car**, or any other car for which insurance is provided by this policy, is being:

- (a) used to **Your** knowledge for any purpose not permitted by the **Certificate Of Motor Insurance**;
- (b) driven to **Your** knowledge by any person not described in the **Certificate Of Motor Insurance**;
- (c) driven by **You** unless **You** hold a licence to drive such vehicle or have held and are not currently disqualified, from holding or obtaining such a licence;
- (d) driven with **Your** consent by any person who to **Your** knowledge does not hold a licence to drive such a car, unless such person has held, and is not currently disqualified from holding or obtaining, such a licence;
- (e) driven by any person who holds a provisional licence, unless they comply with the condition of that licence in relation to an accompanying full licence holder;

- (f) driven by any person convicted of driving while under the influence of drink or drugs at the time of the accident. Our liability will be restricted to meeting Our obligations as required by the Road Traffic Act.

#### Exception 2 – Agreements

Any liability **You** accept by agreement or contract unless liability would have applied in any event.

#### Exception 3 – War Risks

Any consequence of war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war rebellion, revolution, insurrection or military or usurped power other than is necessary to meet the requirements of the Road Traffic Acts.

#### Exception 4 – Earthquake or Riot

Any accident, injury, loss or damage arising from, or in consequence of:

- (a) earthquake;
- (b) riot;
- (c) civil commotion other than in Great Britain, the Isle of Man or the Channel Islands.

# Policy Cover

## Section 12 – Exceptions applicable to all Sections

continued

### Exception 5 – Nuclear Risks

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

- (a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel;
- (b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of such assembly.

### Exception 6 – Sonic Booms

Pressure waves caused by aircraft or aerial devices travelling at sonic or supersonic speeds.

### Exception 7 – Airport Risks

Any loss, damage, injury or liability while **Your Car** is in, or on, any part of an aerodrome, airport or airfield used:

- (a) for the take-off or landing of aircraft, or for the movement of aircraft on the surface;
- (b) as aircraft parking aprons including the associated service roads and ground equipment parking areas.

# Policy Cover

## Section 13 – Conditions applicable to all Sections

The policy and **Schedule** shall be read together. Where a particular word or expression has been given a specific meaning, this meaning or expression will apply wherever the word or expression appears.

### 13.1. Claims procedure and requirements

(a) in the event of any accident, injury, loss or damage, **You** or **Your** legal representative must at **Your** own expense:

- (i) give **Us** full details, as soon as possible, after any event which could lead to a claim under this policy by phoning **MMA Motor Care Line** on **0844 902 2220**;
- (ii) send to **Us** any letters or documents **You** receive in connection with the event without replying to them;
- (iii) inform the police of theft or malicious damage;
- (iv) send to **Us** upon receipt any writ summons or other legal process issued or commenced against **You**;
- (v) notify **Us** of any impending prosecution, coroners inquest or fatal accident enquiry, or of

the intended issue of any writ, summons or other legal process by **You** or on **Your** behalf;

(vi) supply all estimates, information and assistance as may be required by **Us** and **Our** appointed agents.

(b) **We** shall be entitled to:

- (i) take and keep possession of **Your Car** and to deal with the salvage in a reasonable manner;
- (ii) negotiate, defend or settle in **Your** name or on **Your** behalf, any claim made against **You**;
- (iii) prosecute in **Your** name, for **Our** benefit, any claim against any other person in respect of any amount paid or payable.

(c) **You** must not:

- (i) abandon any property to **Us**;
- (ii) negotiate or repudiate any claim without **Our** written consent.

### 13.2. Reasonable precautions

**You** must take all reasonable precautions to avoid injury, loss or damage and maintain **Your Car** in a safe and roadworthy condition.

# Policy Cover

## Section 13 – Conditions applicable to all Sections

continued

### 13.3. Changing Your Car

- (a) if **You** change **Your Car**, **We** will not be liable under this policy, except as required by the Road Traffic Acts, until **We** have been advised of the change. Once **You** have advised **Us**, **We** will notify **You** of any change in **Your** premium or terms of cover.
- (b) the **Certificate Of Motor Insurance** issued with this policy specifies **Your Car** by its registration mark. No cover applies to any additional or replacement car until a covernote to that effect has been issued by or on behalf of **The Company** except for courtesy cars arranged under the MMA approved repairer scheme.

### 13.4. Cancellation

- (a) if **You** cancel **Your** policy within 14 days of the latter of either:
- (i) the inception or renewal date;
  - (ii) the date from which **You** receive the contractual terms and conditions;

**You** are entitled to a proportionate return of premium less £25. This applies even if **You** have made a claim.

If **We** have paid for the total loss of the car, **You** must pay the full annual premium and **You** will not be entitled to any refund.

If **Your** car is declared a total loss following a claim then **We** will not continue to insure it. Any continuation of cover following a total loss claim will be considered on an alternative replacement vehicle.

If **You** cancel **Your** policy after 14 days, **You** are also entitled to a proportionate return of the premium less £25, if no claim has been made.

The service charge will be applied on cancellation of **Your** policy.

In either case, the **Certificate of Motor Insurance** must be returned to **Us** 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 that applied to the rest of the Policy.

# Policy Cover

## Section 13 – Conditions applicable to all Sections

continued

- (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 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 Motor Insurance** to **Us** immediately.

### 13.5. Information Supplied

**We** will only provide the cover described in this policy if:

- (a) all the terms and conditions of this policy so far as they apply have been met by **You** or any one claiming under this policy;
- (b) the declaration and information provided by **You**, and on which this contract is based, is complete and correct as far as **You** know.

### 13.6. Right of Recovery

If the law of any country in which **Your** policy operates requires **Us** to settle a claim which **We** would not otherwise have paid, **We** have the right to recover this amount from **You** or from the person who incurred the liability.

### 13.7. Sharing of Claims

If **You** are insured by any other policy for loss or damage which results in a valid claim under this policy, **We** shall not be liable to pay more than **Our** rateable proportion. Nothing in this condition will impose on **Us** any liability from which **We** would have been relieved by 2.6c in Exceptions to Section 2.

### 13.8. 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;

# Policy Cover

## Section 13 – 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](http://www.askmid.com).

### 13.9. 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.

# 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, Cov a. **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 Strong') 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 (November 2010), for full up to date information please visit our website [www.mma-insurance.com](http://www.mma-insurance.com)





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MMA Insurance plc  
Norman Place  
Reading  
RG1 8DA

Telephone: 0844 902 1000  
Fax: 0118 955 2211



MMA Insurance plc  
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