

Private Car

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

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

- Policy Number, your name/driver's name
- Vehicle make, model and registration number
- Details of accident 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 inform **Us** as soon as possible as it may invalidate **Your** insurance and lead 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** be unfortunate enough to 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 (applicable only if **You** use an MMA approved repairer);
- 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.

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)
- Accident police 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 which 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

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.

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

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 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. **You** can find out further details explaining how the information held by fraud prevention agencies may be used by contacting us at 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, other than by fire, theft or attempted theft, to **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.

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.

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.

Policy Cover

Section 1 – Loss of or Damage to Your Car

continued

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 **Our** 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 limits above apply in respect of any one claim or number of claims caused by or arising from one incident involving 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.

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:

- (a) lost or damaged due to an accident;
- (b) fire;
- (c) 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 any convertible or open top 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 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:

1. solely for repair or replacement of glass in the windscreen, side or rear windows of **Your Car**;
2. under 2.4 of Section 2 (Emergency Treatment Fees) of this policy;
3. solely for the replacement of keys and locks on your car.

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 3 fault or outstanding claims are made within any 5 consecutive years, the No Claim Discount will reduce in accordance to **Our** step back 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

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 or civil commotion other than in Great Britain, the Isle of Man or the Channel Islands.

Policy Cover

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

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.

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.

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

Conditions applicable to all Sections

continued

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.

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 service charge. This applies even if **You** have made a claim providing it is not deemed a total loss.

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 **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 **You** cancel **Your** policy after 14 days, **You** will be entitled to a proportionate return of the premium less the service charge of £25, if no claim has been made. If a claim has been made then **You** will not be entitled to any return of premium.

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

Cancellation of any direct debit instruction does not mean **You** have cancelled **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.

Policy Cover

Conditions applicable to all Sections

continued

(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.

(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.

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.

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.

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 2.6 in Exceptions to Section 2.

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.

Policy Cover

Conditions applicable to all Sections

continued

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;
- 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

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.

Policy Cover

Endorsements

Endorsements are only applicable if specified in the **Schedule**.

1. Not applicable

2. Ownership

The person whose name appears alongside this Endorsement number in the **Schedule** has been recorded as the owner of **Your Car**.

3. Young Drivers Excluded

We shall not be liable while **Your Car** is being driven by, or is in the charge of any person below the minimum age specified in the **Schedule**.

4. Named Driver Excluded

We shall not be liable while **Your Car** is being driven by, or is in the charge of, the person named in the **Schedule**.

5. Driving Other Cars Excluded

2.1E of Section 2 is deleted.

6. Driving Other Cars Transferred to Named Person

Cover under 2.1E of Section 2 is transferred to the person specified in the **Schedule**.

7. Protected No Claim Discount

If **You** have paid to protect **Your** No Claims Discount and if 3 fault or outstanding claims are made within any 5 consecutive years, the No Claim Discount will reduce in accordance to **Our** step back scale applicable at the renewal date.

8. Master Motorist – Comprehensive Cover

The limit under Section 4 is increased to £100.

The limit under Section 5 is increased to £5000/£10000 in total.

The limit under Section 6 is increased to £200.

1.1 and 1.2 of Section 1 are extended to apply to a luggage trailer owned by **You**. The amount payable by **Us** in respect of any claim for loss of, or damage to, the trailer shall not exceed £250.

We will not be liable for:

1. loss of, or damage to, property being conveyed by the trailer;
2. loss or damage occurring while the trailer is attached to any vehicle other than **Your Car**.

Policy Cover

Endorsements

continued

9. Not applicable

10. Windscreen Cover Excluded

Section 3 of this policy is deleted.

11. Personal Effects Cover Excluded

Section 4 of this policy is deleted.

12. Personal Accident Benefits Excluded

Section 5 of this policy is deleted.

13. Medical Expenses Excluded

Section 6 of this policy is deleted.

14. Audio Equipment limit

The audio equipment limit in 1.4 of Section 1 is amended to read “£250 less the Excess”.

15. Security Endorsement

We will not be liable under 1.2 of Section 1 of this policy unless the type of anti theft device shown on the Schedule has been set and is in use at the time of loss of, or damage to **Your Car**.

16. Overnight Location

We will not be liable for the first £500, in addition to any other excesses, under 1.2 of Section 1 of this policy, unless the car is kept overnight as specified in the **Schedule**, if within the vicinity of the home address.

17. Compulsory Overnight Location

We will only be liable under 1.2 of Section 1 of this policy when the car has been locked in a secure garage overnight, if within the vicinity of the home address.

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.

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