

www.mma-insurance.com

Residential Property Owners Policy



Introduction

Thank you for choosing MMA Insurance. This is **your** Residential Property Owners insurance policy. This policy is a contract between **you** and **us** and is based on the information **you** gave **us** when **you** applied for the insurance and **your** agreement to pay the premium. The information may have been provided to **us** on a statement of fact or a proposal form. If any of the information recorded in the proposal form or statement of fact is incorrect, **you** may find **you** have no cover at all. **You** should keep this policy in a safe place; **you** may need to refer to it if **you** have to make a claim.

In return for **you** having agreed to pay **your** premium including any tax applicable and subject to the policy terms and conditions **we** will insure **you** under those sections shown in **your schedule** during the period of insurance.

If more than one **property** is insured under this policy this contract applies as if each is separately insured.

This policy, **your schedule** and any endorsements should be read as if they are one document.

Please read them carefully and check that they meet your requirements. Any query should be immediately referred to your insurance broker or intermediary.

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Contact Numbers

Claims

In the event of **you** wishing to make a claim **you** must follow the procedures **we** have detailed in this policy, failing which **we** will not be liable for **your** claim.

MMA Commercial Care Line

- Dedicated telephone number – **0844 902 0790**
- For Online Claims Assistance complete **our** Online Claims Form at **www.mma-insurance.com**
- Dedicated fax number – **0845 604 8628**
- In writing to – **MMA Property Care Line, PO Box 471, Cardiff CF10 3ZX**

See pages 20-23 for full details of how to make a claim and how **we** deal with claims.

Business Legal Helpline

As an MMA Policyholder should **you** require advice or guidance on any business legal problem **you** may use the following 24-hour Telephone Helpline at any time within the period of this policy.

Eurolaw Legal Advice Service – the advice given is free of charge

This helpline gives **you** confidential legal advice on any personal legal problem, under the laws of the member countries of the European Union, the Isle of Man, the Channel Islands, Switzerland and Norway. This service is provided by DAS Legal Expenses Insurance Company Limited. To contact this service telephone **0844 902 0769**.

Meaning of Words

Certain words have specific meanings when they appear throughout this policy. They are printed in bold type.

Accidental damage

Unexpected physical damage caused suddenly by an identifiable external means.

Bodily injury

Death, illness, injury or disease.

Buildings

The **property**, its permanent **fixtures and fittings**, wooden laminate or vinyl flooring and coverings, patios, terraces, paths, drives, walls, gates, fences, hard tennis courts, sunken swimming pools, cesspits, septic tanks, central heating fuel tanks, meters (but not the contents of the meter), lampposts and railings, all situated at the risk address shown on **your schedule**.

Contents

Household goods, furniture, furnishings and appliances all belonging to **you** as landlord whilst at the address specified on the **schedule**.

But excluding:

- (a) Motor vehicles, caravans, trailers, aircraft, watercraft and their accessories, contact lenses, dentures, hearing aids, animals, mobile telephones, money, documents and bicycles.
- (b) Property and tools used for business purposes.
- (c) **Contents** which are insured more specifically under other sections of this insurance.
- (d) **Contents** in an outbuilding in excess of 5% of the total **contents** sum insured.
- (e) Property belonging to any **tenant**.

Excess

The amount specified in the relevant section of this policy, or where no **excess** is specified in the policy, the amount set out in the **schedule**, which is the first part of the claim which **you** will be responsible for. If a claim is made under more than one section of this policy, resulting from the same incident only one **excess** will be deducted.

Meaning of Words

continued

Fixtures and fittings

- Built-in furniture;
- Built-in domestic appliances;
- Fixed glass and sanitary ware;
- Fixed pipes, ducts, tanks, wires, cables, switches, fires, central heating equipment, boilers and storage heaters.

Property

The private dwelling and its garage(s) and permanent outbuildings all at the address shown on **your schedule** and used for domestic purposes only.

Unless described differently by an endorsement to this policy, the **property** must:

- Be built of brick, stone or concrete;
- Be roofed with slates, tiles, concrete or metal and not more than 20% of the total external roof area either felt covered or flat.

Premises

The **buildings** and the land within the boundary belonging to them.

Rent

The amount paid or payable to **you** for the use of the **property** and its services.

Schedule

The document which gives the details of the cover **you** have.

Storm

Gale force 10 on the Beaufort scale with and including wind speeds in excess of 54mph.

Tenant

The person or persons legally occupying the **property**.

United Kingdom

Great Britain (England, Scotland, Wales, the Isle of Man and the Channel Islands) and Northern Ireland.

Unoccupied

Whenever the whole or any self-contained part of the **property** is without an adult in authorised residence for more than 60 consecutive days.

Meaning of Words

continued

We, us or our

MMA Insurance plc.

You or your

The person or people shown in **your schedule** as the insured.

Customer Information

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 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

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, Lloyd's Chambers, Portoken Street, London E1 8BN. www.fscs.org.uk.

Exchange of Information

Insurers pass information to the Claims and Underwriting Exchange Register, run by Insurance Database Services Ltd (IDS Ltd). 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.

Customer Information

continued

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.

Cancellation

You have a right to cancel the policy during a period of 14 days from the day of purchase of the contract or the day on which **you** receive **your** policy documentation whichever is the later.

If **you** wish to do so and the insurance cover has not yet commenced **you** will be entitled to a full refund of the premium paid.

Alternatively if **you** wish to do so and the insurance cover has already commenced **you** will be entitled to a refund of premium with a reduction for the period **you** have been covered subject to a minimum premium of £25 being retained by the company to cover administration costs.

If a claim has been submitted or there have been any incidents likely to give rise to a claim during the current period of insurance no refund will be given.

To exercise **your** right to cancel, please contact **your** insurance advisor at the address shown on your schedule

If **you** do not exercise **your** right to cancel your policy, it will continue in force and **you** will be required to pay the premium.

For **your** cancellation rights outside the initial 14 day period please refer to condition 7 on page 9 of this policy document.

Conditions

These conditions control the operation of the policy cover.

1. Compliance with Policy Terms

Our liability will be conditional upon **you** complying with the terms of this policy. If **you** do not **we** may refuse to pay a claim or premium may be affected.

2. Taking Care

You must take all reasonable care to prevent loss, damage, accidents or injury and to protect and maintain the **property** which is covered by this insurance.

3. Changes in Your Circumstances

When **you** arranged **your** insurance **you** told **us** certain material facts which were recorded on the proposal form or statement of fact.

You must tell **us** or **your** insurance broker or intermediary straight away about any material change in **your** circumstances. For example **we** need to know:

- (a) Of a change of address.
- (b) If the terms and/or conditions of the tenancy agreement relating to the **property** are changed.

- (c) If the **property** becomes **unoccupied**.
- (d) If the rebuilding cost of the **property** or the replacement values of the **contents** exceeds the sums insured or the limits shown in the policy or **your schedule**.
- (e) If **you** or a member of **your** family are convicted of or receive a police caution for any offence other than driving offences.
- (f) If the **property** is being used for business or professional purposes.
- (g) The use of the **property** or if the **property** is altered in any way or if the **property** is let to persons referred by the DSS or Local Authority or Housing Association or Charitable Organisation, or if the **property** becomes occupied by more than 4 unrelated **tenants**.
- (h) If the **property** is not in a good state of repair.
- (i) Of a change to any of the information recorded in the proposal form or statement of fact.

If **you** do not tell **us** about any changes, **you** may not be covered in the event of a claim.

Conditions

continued

4. Untenanted Property

Whenever the **property** is untenanted for more than 14 consecutive days then **you** must:

- (a) Inspect the **property** internally at least once a week.
- (b) During the months of October to March inclusive turn off the water at the mains and drain the system or leave the central heating system in full operation to maintain a minimum temperature of at least 10° Celsius throughout the **property**.
- (c) Put all security devices for securing external doors, windows and fanlights into full and effective operation.

5. Personal Representatives

If **you** die **we** will continue this insurance for the interest of **your** personal representatives for the rest of the current period of insurance provided that they:

- (a) Advise **us** as soon as possible of **your** death.
- (b) Fulfil, observe and be subject to all the terms of this policy as far as they can apply.

6. Other Insurance

If **you** claim under this policy for something which is also covered by another insurance policy, **we** will only pay **our** share of the claim. **You** must give **us** full details of the other insurance policy.

7. Cancellation Rights

- 1. the policy may be cancelled:
 - (a) by **you** giving instruction to **us** at any stage
 - (b) by **us** sending 14 days written notice by recorded delivery to **your** last known address
- 2. in the event of **you** cancelling **your** policy within a period of 14 days from the inception or renewal date of **your** policy or if later the date which the contractual terms and conditions are received **you** will be entitled to a refund of premium with a deduction for the period **you** have been covered subject to a minimum premium of £25 being retained by the Company to cover administration costs.

Conditions

continued

3. in the event of the policy being cancelled at any other time **you** will be entitled to a refund of premium paid subject to a deduction for the period for which **you** received cover **we** will also deduct a further administration charge of £25.
4. if a claim has been submitted or there have been any incidents likely to give rise to a claim during the current period of insurance no refund for the unexpired portion of premium will be given.

8. Fraud

If **you** or anyone acting for **you** makes a claim under this policy which is in any part false or exaggerated or supports a claim with a false occurrence, **we** will not pay the claim and all cover under this policy ceases with immediate effect.

9. Index Linking

The **buildings** sum insured is automatically adjusted in line with changes in the House Rebuilding Cost Index issued by the Royal Institution of Chartered Surveyors or an alternative appropriate index. The **contents** sums insured are automatically adjusted in line with changes in the Retail Price Index or an alternative appropriate index.

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You will be told at each renewal date of the revised sums insured.

10. Contracts (Rights of Third Parties) Act 1999

No third party will have, or be able to enforce any term of this policy under the Contracts (Rights of Third Parties) Act 1999. This does not affect the rights or remedies available to a third party, apart from this Act.

11. Claims

When **you** know **you** may have to make a claim under this policy, **you** must:

- tell **us** as soon as reasonably possible;
- tell the local police immediately **you** become aware something is lost or **you** suspect theft, attempted theft or malicious damage and keep a note of any reference number given to **you**.

12. Law Applicable to Contract

English law will apply to this contract unless **you** and **we** agree otherwise.

Conditions

continued

13. Maintenance/Safety Requirements

As the landlord of a residential property **you** have a duty of care to **your tenant** and are required to comply with relevant Health and Safety legislation. It is a condition of this policy that **you** adhere to all relevant legislation.

Exceptions

Exceptions are the events, liabilities or property **we** do not cover under the policy.

We will not pay for:

1. Radioactive Contamination

Any expense, loss, **bodily injury**, liability or damage to any property directly or indirectly arising from:

- (a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- (b) the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component.

2. Sonic Booms

Any loss or damage arising directly from pressure waves caused by aircraft and other aerial devices.

3. War Risks

Loss, damage or liability which is the direct or indirect result of any of the following:

War, invasion, act of foreign enemy, hostilities (whether or not war is declared), civil war, rebellion, revolution, insurrection, military or usurped power.

4. Events Before the Policy Started

Loss, damage or liability arising out of any accident or incident that happened before this policy started.

5. Deliberate Acts

Loss, damage or liability arising from any accident, injury, loss or damage caused deliberately, maliciously, wilfully, recklessly or through the criminal act of **you, your** family or employees.

6. Reduction in Value

Any reduction in market value following repair or replacement paid for under this policy.

7. Deception

Any loss or damage caused by deception, unless the only deception is gaining entry to the **property**.

8. Business Property and Legal Liability

Loss or damage to any property owned by, held in trust or primarily used for any business, trade or profession. Any legal liability arising directly or indirectly from any business, trade or profession, other than as property owner.

Exceptions

continued

9. Confiscation

Any loss, damage or liability caused by confiscation, detention or seizure by:

- (a) customs, police or other officials;
- (b) order of any court of law;
- (c) any statutory or regulatory authority.

10. Pollution or Contamination

Any loss, damage or liability arising from pollution or contamination unless directly caused by a sudden and unforeseen and identifiable incident occurring during the period of insurance.

11. Date Change and Computer Viruses

Any loss, damage or liability arising from:

- (a) the failure of a computer chip, computer software or any other electronic equipment to recognise a true calendar date;
- (b) computer viruses.

12. Terrorism

Liability, loss or damage caused directly or indirectly by an act of terrorism as defined in the Terrorism Act 2000 except for loss or damage to **your property** from a cause insured by this policy, provided the loss or damage, cost or expense does not arise out of the use of biological, chemical and/or nuclear force or threat thereof.

13. Wear and Tear

Loss or damage caused by wear and tear or anything which happens gradually.

Policy Cover

Section A – Buildings

Your **schedule** shows if this section applies to **your** policy.

WE WILL PAY FOR	WE WILL NOT PAY FOR
Loss or damage to buildings caused by:	<ul style="list-style-type: none"> • The excess which is shown on your schedule under all paragraphs of this section except paragraph 21; • Note paragraph 10 has a higher excess of £1,000; • Wet or dry rot; • Loss or damage due to any gradually occurring cause.
1. Fire, explosion, lightning or earthquake.	
2. Smoke.	
3. Riot, civil commotion, strikes, labour or political disturbances.	
4. Malicious Acts. Where loss or damage is caused by legal tenants or guests the most we will pay is £5,000 less any amount recoverable from any security deposit lodged by the tenant .	Loss or damage caused while the property is unoccupied .
5. Storm or flood.	Loss or damage: <ul style="list-style-type: none"> • caused by frost; • to gates, hedges and fences; • caused by a rise in the water table or other gradually occurring cause.
6. (a) Water escaping from any fixed domestic water or heating installation, washing machine, dishwasher, refrigerator, freezer or fixed fish tank; (b) Oil escaping from any fixed domestic heating installation.	Loss or damage caused while the property is unoccupied .
7. Theft or attempted theft, following forcible and violent entry to or from the property .	Loss or damage caused: <ul style="list-style-type: none"> • by persons lawfully on the premises; • while the property is unoccupied.
8. Collision by: (a) Aircraft or other aerial devices or items dropped from them; (b) Vehicles or animals.	(b) Loss or damage caused by pets and livestock.

Policy Cover

Section A – Buildings

continued

Your **schedule** shows if this section applies to **your** policy.

WE WILL PAY FOR	WE WILL NOT PAY FOR
<p>9. (a) Falling aerials (including satellite dishes) their fittings and masts; (b) Falling trees or branches. We will also pay the cost of removing them if they have caused damage insured by this section to the buildings.</p>	
<p>10. Subsidence or ground heave of the site that the buildings stand on or landslip.</p>	<p>The first £1,000 of each claim. Damage caused by or resulting from:</p> <ul style="list-style-type: none"> • coastal or river erosion; • faulty design, workmanship or the use of defective materials; • demolition, structural alteration or repair to the buildings; • the movement of solid floor slabs unless the foundations beneath the external walls of the property are damaged at the same time and by the same cause; • the bedding down of new structures, settlement, shrinkage or expansion; • the action of chemicals or chemical reaction. <p>Damage:</p> <ul style="list-style-type: none"> • to walls, gates, fences, paths, drives, terraces, patios, swimming pools, tennis courts, cesspits, septic tanks, central heating fuel tanks unless the property is damaged at the same time and by the same cause; • for which compensation is provided by the National House Building Council Scheme, or other similar guarantee.
<p>11. Frost Damage Frost damage to interior fixed domestic water or heating installations in the property.</p>	<p>Damage caused while the property is unoccupied.</p>
<p>12. Glass, Sanitary Ware and Ceramic Hobs Accidental breakage of ceramic hobs in fixed appliances if fitted, fixed glass and sanitary ware all forming part of the property.</p>	<p>Breakage caused while the property is unoccupied.</p>

Policy Cover

Section A – Buildings

continued

Your **schedule** shows if this section applies to **your** policy.

THE FOLLOWING COVERS ARE ALSO INCLUDED IN THIS SECTION	
WE WILL PAY FOR	WE WILL NOT PAY FOR
<p>13. Cables, Pipes and Tanks Accidental damage for which you are legally responsible to any cables, underground service pipes, drains or underground tanks servicing the property.</p>	<p>The cost of clearing blocked drains unless the blockage is caused by damage to the fabric of the drains insured by this section. Damage caused to pitch fibre drains and by any inherent defect in the design, construction or installation of the drains.</p>
<p>14. Trace and Access Following damage insured by paragraph 6 we will also pay the costs you incur in locating the source of the damage up to £5,000.</p>	
<p>15. Additional Costs Following damage insured by this section with our consent we will pay:</p> <ul style="list-style-type: none"> • the costs of complying with any government or local authority requirement; • fees to architects, surveyors and consulting engineers; • legal fees; • the cost of clearing the site and making it and the property safe. 	<p>Costs or fees for preparing and handling a claim under this section. Costs of complying with requirements that you were given notice of before the damage occurred. Costs for undamaged parts of the buildings except the foundations of the damaged parts.</p>
<p>16. Temporary Accommodation and Loss of Rent If your property is uninhabitable due to damage insured by this section we will pay for:</p> <ul style="list-style-type: none"> • the reasonable extra cost of similar temporary accommodation for the tenant; or • rent which should have been paid to you; until the property is fit for habitation again. <p>The most we will pay is 33.3% of the buildings sum insured by this section unless loss or damage is caused by malicious acts by legal tenants or guests whereby the most we will pay is £5,000 or three months rent, whichever is the less.</p>	

Policy Cover

Section A – Buildings

continued

Your schedule shows if this section applies to **your** policy.

WE WILL PAY FOR	WE WILL NOT PAY FOR
<p>17. Moving property</p> <p>If you are selling the property we will insure the buyer under this section between the date of exchange of contracts, or conclusion of missives, and the completion date unless the buyer has arranged his own insurance.</p> <p>In order for this cover to apply, formal completion must have taken place. You and the buyer must keep to the terms and conditions of this policy.</p>	
<p>18. Emergency Access/Landscape Gardens</p> <p>Loss or damage to the buildings or landscaped gardens or grounds within your premises caused by a member of the emergency services breaking into the property to prevent loss or damage to your property.</p> <p>The most we will pay is £1,000.</p>	
<p>19. Replacement of Locks</p> <p>The insurance by this section extends to cover costs incurred as a result of the necessary replacement of locks at the property described in the schedule following theft of keys from the insured.</p> <p>The most we will pay is £1,000.</p>	
<p>20. Unauthorised use of Electricity Gas or Water</p> <p>The insurance by this section extends to include the cost of metered electricity gas or water for which you are legally responsible arising from its unauthorised use by persons taking possession or occupying the property without your authority.</p> <p>Provided that you shall take all practical steps to terminate such unauthorised use as soon as it is discovered.</p> <p>The most we will pay is £1,000.</p>	

Policy Cover

Section A – Buildings

continued

Your **schedule** shows if this section applies to **your** policy.

WE WILL PAY FOR	WE WILL NOT PAY FOR
<p>21. Property Owners Liability</p> <p>We will indemnify you in respect of your legal liability:</p> <p>(a) as owner but not occupier of the buildings and their land;</p> <p>or</p> <p>(b) resulting from your previous ownership of any private property under Section 3 Defective Premises Act 1972;</p> <p>for damages, costs and expenses if followed an accident during the period of insurance someone suffers bodily injury or their property is damaged.</p> <p>The most we will pay for any claim or claims arising from one event is £2,000,000 plus costs agreed by us in writing.</p>	<p>Liability arising directly or indirectly from:</p> <ul style="list-style-type: none"> any contract or agreement that says you or a member of your family are liable for something which you or they would not otherwise have been liable for; the occupation of the buildings; any business or professional use of the buildings other than in your capacity as owner of the property. <p>Liability for:</p> <ul style="list-style-type: none"> bodily injury to you or to a person employed by you; property belonging to you or for which you are responsible.
<p>22. Accidental Damage</p> <p>This cover only applies if you have selected it and it is shown on your schedule.</p> <p>Accidental damage to the buildings.</p>	<p>Any loss or damage which we have indicated that we will not pay for under paragraphs 1-13 of this section.</p> <p>Cost of maintenance or routine decoration.</p> <p>Damage occurring whilst:</p> <ul style="list-style-type: none"> the property is unoccupied; the property is undergoing demolition, structural alteration or structural repair. <p>Damage caused by or arising from:</p> <ul style="list-style-type: none"> insects, parasites, vermin, fungus or mildew; chewing, scratching, tearing or fouling by pets; atmospheric or climatic conditions or frost (except as covered by paragraph 11); alteration, repair, maintenance, cleaning, restoration, dismantling, renovation or breakdown; faulty design or workmanship or the use of faulty materials; structural movement, settlement, shrinkage.

Policy Cover

Section B – Contents

Your **schedule** shows if this section applies to **your** policy.

WE WILL PAY FOR	WE WILL NOT PAY FOR
<p>Loss or damage to contents which you own or which you are legally responsible for whilst in the property:</p> <p>Caused by:</p>	<ul style="list-style-type: none"> The excess which is shown on your schedule under all paragraphs of this section except paragraph 11; Loss or damage due to any gradually occurring cause.
<p>1. Fire, explosion, lightning or earthquake.</p>	
<p>2. Smoke.</p>	
<p>3. Riot, civil commotion, strikes, labour or political disturbances.</p>	
<p>4. Malicious acts.</p>	<p>Loss or damage caused:</p> <ul style="list-style-type: none"> by legal tenants or guests; while the property is unoccupied.
<p>5. Storm or flood.</p>	<p>Loss or damage caused by a rise in the water table or other gradually occurring cause.</p>
<p>6. (a) Water escaping from any fixed domestic water or heating installation, washing machine, dishwasher, refrigerator, freezer or fixed fish tank; (b) Oil escaping from any fixed domestic heating installation.</p>	<p>Loss or damage caused while the property is unoccupied.</p>
<p>7. Theft or attempted theft following forcible and violent entry to or from the property.</p>	<p>Loss or damage caused:</p> <ul style="list-style-type: none"> by persons lawfully on the premises; while the property is unoccupied.
<p>8. Collision by:</p> <p>(a) Aircraft or items dropped from them or other flying objects;</p> <p>(b) Vehicles or animals.</p>	<p>(b) Loss or damage caused by pets and livestock.</p>
<p>9. (a) Falling aerials (including satellite dishes) their fittings and masts;</p> <p>(b) Falling trees or branches.</p>	

Policy Cover

Section B – Contents

continued

Your **schedule** shows if this section applies to **your** policy.

WE WILL PAY FOR	WE WILL NOT PAY FOR
<p>10. Subsidence or ground heave of the site that the buildings stand on or landslip.</p>	<p>Damage caused by or resulting from coastal or river erosion.</p>
<p>11. Legal Liability We will indemnify you in respect of legal liability as owner of landlord's contents at the property insured by this section, for damages and claimant's costs arising in connection with accidental bodily injury (including death, disease or illness) or accidental damage to material property occurring during the period of insurance.</p> <p>The most we will pay for any claim or claims arising from one event is £2,000,000 plus costs agreed by us in writing.</p> <p>We will also pay legal costs and expenses agreed by us.</p>	<p>(a) Liability arising from:</p> <ul style="list-style-type: none">• bodily injury to you or a member of your family or to a person employed by you or a member of your family;• damage to property owned or held in trust by or in the custody or control of you;• any contract or agreement that says that you are liable for something which you would not otherwise have been liable for;• ownership of any land or building including the property;• the ownership, custody, control or use of:<ul style="list-style-type: none">– road vehicles or any other mechanically powered or assisted vehicles (except domestic gardening equipment, battery or pedestrian operated models or toys, golf trolleys or wheelchairs);– caravans, horse boxes or trailers;– aircraft, hangliders, hovercraft, watercraft or any other equipment designed for or intended for use on or in water (except battery or pedestrian operated models or toys or hand propelled watercraft not owned by you or a member of your family) or parts or accessories designed for or intended for use on or in any of them;– animals other than domestic pets and horses kept for private hacking;– dogs of a type referred to in the Dangerous Dogs Act 1991;– firearms, except legally-held sporting guns while being used for sporting purposes.

How to make a claim

1. Check the policy booklet and **your** policy **schedule** to see which section **you** are covered for.
2. Telephone the **MMA Commercial Care Line** on **0844 902 0790**.
4. Do not admit fault if **you** are being held responsible for injury or damage. Send all documents **you** receive unanswered and without delay to MMA Insurance, Norman Place, Reading RG1 8DA.

Please have the following information to hand before you telephone MMA Commercial Care Line:

- Policy number;
- Name and home postcode;
- Nature of problem;
- Police incident number (if **you** are a victim of theft, malicious damage or vandalism at the **property**);
- Approximate cost to replace/repair the item.

They will register the claim from the details **you** provide and tell **you** what to do next.

3. If **you** are a victim of theft, malicious damage or vandalism at the **property**, tell the police or issuing authority first and request an incident number. It would be helpful if **you** have an approximate cost to replace/repair the item(s) **you** would like to claim for.

We follow the Association of British Insurance Claims Code, copies of which are available upon request. MMA Insurance plc exchanges information with other companies through various databases to help **us** check the information provided and also prevent fraudulent claims.

Please also refer to pages 7-10 Conditions that apply to the policy and How **we** settle **your** claim on pages 21-23.

How we settle your claim

This section details how **we** settle claims under **your** policy. The most **we** will pay for any one claim is the amount shown on **your** policy **schedule** unless a more specific limit applies.

We will take off the **excess** from the amount **we** agree to settle **your** claim. The **excess** will apply to each separate incident.

Remember, no policy covers everything. **We** do not cover certain things such as wear and tear and maintenance. The things which are not covered by **your** policy are stated:

- In the Conditions on pages 7-10.
- In the Exceptions on pages 11-12.
- Under What is not Insured on pages 13-19.

It is important to ensure that **you** understand the conditions and exceptions which apply to **your** policy because if **you** do not meet these conditions, it may affect any claim **you** make.

How we settle your claim

continued

Section A: Buildings

As long as the loss or damage is covered under **your** policy, **we** will decide whether to settle a claim by either rebuilding, repairing or replacing or by making a payment in respect of the damaged part of the **buildings** provided that:

1. Immediately before the incident giving rise to the loss or damage:
 - (a) the **buildings** were in a good state of repair and properly maintained;
 - (b) the sum insured shown on **your** policy **schedule** was sufficient to allow for the full cost of rebuilding the **buildings** in a new condition similar in size, form and style, including the Additional Costs as set in Section A.15.
2. The reinstatement or repair is carried out without delay.

If repair or rebuilding is not carried out, **we** will pay the amount by which the **property** has gone down in value as a result of the damage or the estimated cost of repair, whichever is lower.

The most **we** will pay in respect of each incident of loss or damage is the **buildings** sum insured or any other limit shown on **your schedule** or in the policy.

We will not pay for the cost of replacing any undamaged item or part of an item solely because it forms part of a set, suite or one of a number of items of similar nature or design.

We will automatically reinstate the policy limits following payment of a claim, provided that all replacement or repair work is completed and any recommendations **we** make to prevent further loss or damage are carried out without delay.

Underinsurance

If at the time of damage the total of the sums insured on **buildings** specified in the policy **schedule** is less than 85% of the reinstatement cost of the **buildings** covered by this section **we** shall bear only that proportion of the damage which the total of the sums insured on **buildings** bear to the total reinstatement cost.

How we settle your claim

continued

Section B: Contents

As long as the loss or damage is covered under **your** policy, **we** will decide whether to settle a claim by either repairing or replacing property. Alternatively, at **our** option, **we** will pay the cost at which **we** can replace the item through **our** network of suppliers.

An amount for wear, tear and depreciation will be taken off:

- (a) for clothing and linen;
- (b) if at the time of the loss or damage the limit on **contents** is not adequate to replace the **contents** as new after allowing for wear, tear and depreciation for clothing and linen.

The most **we** will pay is the **contents** sum insured or any other limit shown in **your schedule** or in the policy.

We will not pay for the cost of replacing any undamaged item or part of an item solely because it forms part of a set, suite or one of a number of items of similar nature or design.

The limit will not be reduced following payment of a claim, provided that all replacement or repair work is completed and any recommendations **we** make to prevent further loss or damage are carried out without delay.

Underinsurance

If at the time of damage the total of the sums insured on **contents** specified in the policy **schedule** is less than 85% of the reinstatement cost of the **contents** covered by this section **we** shall bear only that proportion of the damage which the total of the sums insured on **contents** bear to the total reinstatement cost.

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 (February 2011), for full up to date information please visit our website www.mma-insurance.com

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