



# E-VAN Policy



# 24 Hour CLAIMS Assistance

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



INSURANCE

**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 3 years
  - o Return of the repaired Vehicle, cleaned
  - o Courtesy vehicle for the duration of repairs if you use a 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 is **Your** Commercial Vehicle policy. It sets out the details of the cover **You** have with **Us**.

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

Please read this Policy and its **Schedule** to ensure that they are in accordance with **Your** requirements. Any query should be immediately referred to **Your** insurance broker or intermediary.

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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 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 **Vehicle**;
- Swift repairs by **Our** approved repairer, guaranteed for 3 years;
- Return of the repaired **Vehicle**, thoroughly cleaned;
- Courtesy vehicle for the duration of repairs (applicable only if **You** use an MMA repairer – subject to availability).
- 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** be unfortunate to have to make a claim, telephone the [MMA Motor Care Line](#) 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 Vehicle** or accessory or spare part or pay an amount up to the **Market Value** of **Your Vehicle** or accessory or spare part at the time of loss or damage.

If to **Our** knowledge **Your Vehicle** is the subject of a hire purchase or leasing agreement, any payment for loss of or damage to **Your Vehicle** 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 Vehicle** be uneconomical to repair, if **You** pay **Your** premium by the MMA instalment scheme **We** will deduct any outstanding balance.

**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.

# What should I do in the event of an accident?

## Do

- Get as much information as **You** can as soon as possible.
- Ask the other drivers involved for their names, addresses and telephone numbers.
- Ask for the name of their insurers and if possible their Policy or Certificate number.
- Send to **Us** any letters or documents **You** receive in connection with the accident before **You** reply to them.
- Make a note of the vehicle registration numbers, along with the make, model and colours of the other **Vehicle** involved. Also note all relevant details such as weather conditions.
- Make a note of any injuries or damage to other property.
- Ask for the names and addresses of any witnesses before they lose interest and leave the scene.
- If the police attend the scene, obtain the address of the police station and if possible their reference number.
- Contact the [MMA Motor Care Line on 0844 902 2220](tel:08449022220) as soon as possible to report the matter, **even if you don't intend to make a claim.**

## Don't

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

## What the Law Says

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

# What should I do if my Vehicle is stolen?

- Call the Police immediately and obtain a crime reference number
- Contact the [MMA Motor 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 vehicle location. This will enable **Us** to move the vehicle to one of **Our** agents. Failure to do this may result in **You** becoming liable for any towing and storage charges.

# Definitions

## We/Us/Our/The Company

MMA Insurance plc.

## The Policyholder/Insured/ You/Your

The person or persons, company or companies named in the **Schedule**.

## Certificate of Motor Insurance

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

## Your Vehicle

The **Vehicle** whose make, model and registration mark are specified on the **Schedule** and described in the **Certificate Of Motor Insurance**.

## Schedule

The document that describes details of the cover **You** have.

## 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 Vehicle**. 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.

## Market Value

The cost of replacing **Your Vehicle** with one of similar make, model and condition at the time of the loss or damage.

## Audio-visual and Communication Equipment

Equipment that is permanently fitted in the van, 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.

# Customer Information

## Complaints procedure

It is always **Our** intention to provide a first class standard of service.

However If **You** do have any cause for complaint please contact the Customer Services Director at:

MMA Insurance plc, Norman Place,  
Reading, RG1 8DA.

If **You** still consider the matter unresolved the following options are open to **You**:

1. Write to the Chief Executive at MMA Insurance plc;
2. Ask for **Your** case to be reviewed by the Financial Ombudsman Service (FOS) at South Quay Plaza, 183 Marsh Wall, London, E14 9SR. There are a few instances where the FOS is not able to assist and **You** must have allowed MMA the opportunity to resolve **Your** complaint before the FOS become involved.

## 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. This depends on the type of business and the circumstances of the claim. Insurance advising and arranging is covered for 100% of the first £2,000 and 90% of the remainder of the claims, without any upper limit.

## Law Applicable to Contract

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

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

# Policy Cover

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

### Accidental Damage

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

### Fire and Theft

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

### Loss of or Damage to Your Vehicle

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

If to **Our** knowledge the Vehicle belongs to someone else or is part of a hire purchase or leasing agreement, any payment for loss of or damage to the Vehicle that is not made good by repair, reinstatement or replacement may, at **Our** discretion, be made to the legal owner whose receipt shall be a full discharge of **Our** liability.

*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.

### New Vehicle Replacement

We will replace **Your Vehicle** with a new Vehicle of the same make and specification (if one is available) if within six months of **You** purchasing it new, any repair or damage covered by the policy costs more than 60% of the Vehicle's current UK list price (including Vehicle tax) or the Vehicle is lost and not recovered. **You** must be the first registered owner of the Vehicle and **You** must own or have bought the Vehicle under a hire purchase agreement (for which the hire-purchase company must agree with replacement).

### Audio-Visual and Communication Equipment

For permanently fitted audio-visual and communication equipment the most We will pay for any one claim is £500 or the **Market Value of Your Vehicle**, whichever is the minimum, less the **Excess**.

# Policy Cover

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

### *continued*

#### **Courtesy Vehicle**

A courtesy vehicle will be supplied to **You** only when **Your Vehicle** is at one of **Our** approved repairers.

The courtesy vehicle will be of a standard car-derived or panel van type and will not include specialised vehicles such as pick-up trucks, tippers or refrigerated vans. The courtesy vehicle is subject to the availability of a suitable vehicle from the supplier. Whilst every effort will be made to supply a vehicle neither **We** nor the supplier will be liable to pay any compensation nor to provide a vehicle from any other source should a suitable courtesy vehicle be unavailable.

# Policy Cover

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

*We will not pay for:*

1. Loss of use of **Your Vehicle**
2. Depreciation
3. Loss caused by deception
4. Any decrease in the value of **Your Vehicle** following repair
5. Any cost or part of any cost of repair which improves **Your Vehicle** beyond its condition before the loss or damage
6. Wear and tear
7. Mechanical, electrical, electronic, computer or computer software breakdowns, failures, faults or breakages
8. Damage to tyres caused by braking, punctures, cuts or bursts
9. Confiscation, requisition or destruction by or under order of any government, or public or local authority
10. The **Excess** shown on the **Schedule**
11. The additional **Excess** of £500 if the mileage stated on the **Schedule** is exceeded
12. The **Excess** shown on the **Schedule** when **Your Vehicle** is being driven by, or is in the custody of, a driver under the age specified on the **Schedule** or an Inexperienced Driver
13. Any claim under this Section of the policy while **Your Vehicle** is being driven by, or is for the purpose 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
14. 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 Vehicle** or if all the doors, windows and other openings have not been closed and locked
15. Any amount greater than the maker's list price in the United Kingdom for the supply of any spare part or accessory
16. Any loss or damage caused by overloading or improperly loading the Vehicle in a way that the Vehicle was not designed for
17. Any loss or damage caused directly or indirectly by fire if **Your Vehicle** is equipped for the cooking and/or heating of food or drink.

# Policy Cover

## Section 2 – Third Party Liability

### 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 £2,000,000

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

- (c) **Your Vehicle**;
- (d) A trailer attached to **Your Vehicle**.

### Liability of other persons driving or using Your Vehicle.

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 Vehicle**;
- (b) Any person who is using, but not driving, **Your Vehicle** 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 Vehicle**.

### 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.

### Emergency Treatment Fees

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

### 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

The insurance provided under this Section will not apply:

- (a) To the driver unless that person holds a licence to drive **Your Vehicle**, or has held, and is not disqualified from holding or obtaining, such a licence;
- (b) To any person who is not driving **Your Vehicle**, if to the knowledge of that person, the driver does not hold a licence to drive **Your Vehicle** unless the driver has held and is not disqualified from holding or obtaining such a licence;
- (c) To death, bodily injury or damage arising off the road as a result of the loading or unloading of **Your Vehicle** by anyone apart from the driver or attendant;
- (d) To any person where the liability is Insured under another policy;
- (e) 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.

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 **Vehicle** which is Insured under this Section.
- (c) Any luggage trailer attached to **Your Vehicle** or attached to any Vehicle covered by this policy, which **Your Certificate Of Motor Insurance** permits **You** to drive, or any property carried in or on such luggage trailer.

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 repair or replacement of broken glass in the windscreen and side or rear windows of **Your Vehicle**.**

**We shall not be liable for the **Excess** printed in the **Schedule** for the replacement of broken glass. If a windscreen replacement service is used which is not approved by **Us**, the **Excess** will be doubled.**

To access this service ring  
**0844 902 2220.**

**Where the windscreen is repaired no excess will be deducted.**

## Section 3 – Exceptions that apply to Windscreen Cover

The maximum **We will pay** is an amount up to the market value of **Your Vehicle** less the **Excess**.

The insurance provided under this section does not apply to damage to sunroofs.

# Policy Cover

## Section 4 – Personal Effects

**We will pay You, or if You request, the owner of the property up to £100 for personal effects in Your Vehicle 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:*

1. Money, jewellery, furs, documents, securities, tickets or stamps;
2. Goods or samples carried in connection with any trade or business;
3. Property held by the Insured in trust for which they are responsible;
4. Property Insured under any other policy;
5. Property in or on any open top Vehicle.

# Policy Cover

## Section 5 – Replacement Locks

If the keys or lock transmitter of **Your Vehicle** are lost or stolen, **We** will pay for the cost of replacing:

1. The affected locks
2. The lock transmitter and central locking system
3. The affected parts of the alarm or immobiliser (or both)

as long as **You** can prove to **Our** satisfaction that the person who has **Your** keys or transmitter knows where **Your Vehicle** is. No **Excess** is payable under this section but the maximum amount **We** will pay is £200.

# Policy Cover

## Section 6 – Medical Expenses

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

# Policy Cover

## Section 7 – Foreign Use

### Compulsory insurance cover outside the Territorial Limits

**Your** policy provides the minimum cover **You** need by law to use **Your Vehicle** 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)

### Full Policy cover outside the Territorial Limits

**Your** policy automatically provides the cover shown on **Your Schedule** for up to 30 days in any one **Period of Insurance** while **You** are using **Your Vehicle** in the countries referred to in Section 7 (a) above provided that:

- (a) **Your Vehicle** is taxed and registered in the United Kingdom
- (b) **Your Vehicle** is normally kept in the United Kingdom
- (c) **You** are a United Kingdom resident.

If **You** intend to use **Your Vehicle** outside the Territorial Limits for a period in excess of 30 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 Vehicle** 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 Vehicle** Insured by this policy preventing its return to the UK.

### Other charges

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

# Policy Cover

## Section 8 – No Claims Discount

### No Claims Discount

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

Details of the No Claims Discount scale and reduction in the event of a claim 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 or in the side or rear windows of **Your Vehicle**.
2. Under Section 2 (Emergency Treatment Fees) of this policy.
3. Under Section 5 (Replacement Locks) of this policy.

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

### Protected No Claims Discount

If **You** have paid to protect **Your** No Claim Discount and if two claims are made within a five-year period the protection will be removed and subsequent claims will reduce the No Claims Discount.

# Policy Cover

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

### Upkeep and Repair by the Motor Trade

If **Your Vehicle** 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 – Exceptions applicable to all Sections

*We shall not be liable in respect of:*

### Use and driving

Any accident, injury, loss, damage or liability while **Your Vehicle**, or any other Vehicle 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 by or is in the charge of any person who to **Your** knowledge is 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 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 Vehicle, unless such person has held, and is not 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) Used for racing, pacemaking, speed-testing, rallying, reliability trials, competition or whilst driven on a motor sport circuit.

### Agreements

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

### 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.

### Earthquake or Riot

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

- (a) Earthquake.
- (b) Riot or civil commotion elsewhere than in Great Britain, the Isle of Man or the Channel Islands.

### Nuclear Risks

Any 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.

# Policy Cover

## Section 10 – Exceptions applicable to all Sections *continued*

(b) The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of such assembly.

### Sonic Booms

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

### Pollution

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

### Hazardous Goods

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

- (a) Hazardous, dangerous or explosive goods or substances.
- (b) Explosion, sparks or ashes from **Your Vehicle**, or from any trailer or machinery attached to, or detached from, it.

### Obsolete Parts

Any amount greater than the maker's latest list price in the UK for the supply of any spare part or accessory. At **Our** discretion a cash settlement on this basis may be made if such a part cannot be obtained. A courtesy vehicle may not be available for the whole time a part takes to be supplied if the time to supply exceeds the usual period for a part.

### Airport Risks

Any loss, damage, injury or liability while **Your Vehicle** 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 11 – Conditions applicable to all Sections

The policy, **Schedule** and Certificate 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.

### Claims procedure and requirements

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

- (a) 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;
- (b) send to **Us** any letters or documents **You** receive in connection with the event before **You** reply to them;
- (c) take all reasonable precautions to prevent further injury, loss or damage;
- (d) inform the police of theft or malicious damage;
- (e) send to **Us** upon receipt any writ summons or other legal process issued or commenced against **You**;
- (f) 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

**We** shall be entitled to:

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

**You** must not:

- (a) abandon any property to **Us**;
- (b) negotiate or repudiate any claim without **Our** written consent

### Reasonable precautions

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

### Alteration in risk

**You** must tell **Us** or **Your** insurance adviser immediately of any alteration in risk that materially affects **Your** policy. Material information would include:

# Policy Cover

## Section 11 – Conditions applicable to all Sections *continued*

- (a) A change of or to **Your Vehicle**
- (b) A change in the way the **Vehicle** is used
- (c) The **Vehicle's** location
- (d) A change to the people who will be insured, their driving history or their health
- (e) Any other information which makes losses more likely to happen or more serious if they do happen

### Cancellation

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

- i) the inception or renewal date
- ii) the date from which they receive the contractual terms and conditions

are entitled to a proportionate return of their premium less £45. This applies even if the policyholder has made a claim.

Policyholders who cancel their policy after 14 days are also entitled to a proportionate return of the premium less £45, if no claim has been made.

The service charge will be applied to the first year of insurance only, and not successive years.

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

The cancellation rights described above do not apply in the event of the motor **Vehicle** being written off.

- (b) **We** or any agent appointed by **Us** and acting with **Our** authority may at any time cancel this policy by giving **You** 7 days notice in writing, by recorded delivery letter, to **Your** last known address. On return of the **Certificate Of Motor Insurance**, **We** will refund that part of **Your** premium which applied to the rest of the Policy.
- (c) If **You** pay the premium for this policy by **Our** instalment plan and any of **Your** monthly instalments are not paid by the due date, the balance outstanding shall become payable. **We** will give **You** 7 days written notice and if the balance outstanding remains unpaid, the policy will be cancelled on expiry of such notice and **You** must return **Your Certificate Of Insurance** to **Us** immediately.

# Policy Cover

## Section 11 – Conditions applicable to all Sections *continued*

### 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) Any information given by **You**, and on which this contract is based, is complete and correct as far as **You** know.

### 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.

### 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 the Exception (d) in Section 2.

### 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 are required by the relevant law applicable in Great Britain and Northern Ireland, for entry on the Motor Insurance Database.

### Choice of Law

**You** and **We** are free to choose the law applicable to this contract but in the absence of agreement to the contrary the law of the country in which **You** are resident at the time of the contract will apply. If **You** are not resident in The United Kingdom, the law that will apply will be the law of England and Wales.

### Ownership

If the Policyholder does not own the **Vehicle**, the **Vehicle** owner must be related to the Policyholder by being the Policyholder's company, the Policyholder's business partner, the Policyholder's spouse or the **Vehicle** leasing Company.

### 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

## Section 12 – Endorsements

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

### 1. Compulsory Security

**You** must activate the security device that **You** have told us is fitted to **Your Vehicle**. The device manufacturer, the vehicle manufacturer or a VSIB approved agent must have fitted this device. If **You** do not use the security device, **We** will exclude cover for loss of or damage to **Your Vehicle** as described by Section 1 Fire & Theft.

### 2. Compulsory Garaging

**You** must leave **Your Vehicle** in a secure garage or compound overnight when **You** are at or within the vicinity of the address that **You** have declared is where **You** park **Your** vehicle overnight. If **You** do not do this, **We** will exclude cover for loss of or damage to **Your Vehicle** as described by section 1 Fire & Theft.

### 3. Protected No Claim Discount

If **You** pay the appropriate annual premium to protect **Your** No Claims Discount upon gaining No Claims Discount Level 4, then the discount **You** receive will not be reduced unless more than two claims arise in any five year period of insurance. If two claims

arise in any five consecutive years, the No Claims Discount Protection will be withdrawn at the next renewal. If a third claim is made the NCD level will be reduced as per the defined step back scale. **You** may have to pay a higher premium or **Excess** if **You** make a claim.

### 4. Own loss or damage (Excess)

**You** must pay the amount shown on the **Schedule** towards any claim made under Section 1 in addition to the compulsory **Excess** of £100 and any voluntary **Excess** that **You** have chosen

### 5. Excluding inexperienced drivers

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

### 6. Security

**You** must activate the anti-theft device that **You** have told us is fitted to **Your Vehicle**. If **You** do not use the anti-theft device, **We** will exclude cover for loss of or damage to **Your Vehicle** as described by Section 1 Fire & Theft.

# Policy Cover

## Section 12 – Endorsements

*continued*

### 7. Garaging

**You** must leave **Your Vehicle** overnight in the location that **You** have declared, when at or within the vicinity of the address **You** have told **Us** is where you park **Your Vehicle** overnight. If **You** do not do this, **We** will exclude cover for loss or damage to **Your Vehicle** as described by Section 1 Fire & Theft.

### 8. Named Driver Excluded

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

### 9. Young Drivers Excluded

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







## About MMA Insurance plc

MMA Insurance plc is a UK general insurer and its parent company MMA group was established as a major European insurer over 170 years ago. We are part of the Covéa Group which is the number one non-life insurer in France. In 2006, group premium income was £8.1 billion.

MMA Insurance products are available through a national network of professional insurance intermediaries to ensure **you** receive local and expert service.

MMA Insurance plc is a member of the Association of British Insurers and the Financial Ombudsman Service.

Authorised and regulated by the Financial Services Authority.



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