

Profile – Bedroom Rated Policy



Introduction

Thank **you** for choosing MMA Insurance. This is **your** household insurance policy. This policy is a contract between **you** and **us** and is made up of this policy booklet and **your schedule** and is based on the statements and information **you** gave **us** when **you** applied for this insurance. This information was recorded in either a proposal form or a statement of fact and was used in assessing and accepting the cover **we** would provide for **you** and to set the premium **we** need for that cover. A copy of the proposal form or statement of fact is available on request from **your** insurance broker or intermediary. If any of the information is incorrect, **you** should tell **your** insurance broker or intermediary immediately.

If any of the information **you** have provided is incorrect **you** may find **you** have no cover at all.

You should read this policy booklet, **your schedule** and any endorsements as if they are one document. Please check them carefully to make sure they give **you** the cover **you** want. If they do not, **you** should tell **your** insurance broker or intermediary immediately. **You** should keep it in a safe place; **you** may need to refer to it if **you** have to make a claim.

Upon payment of the premium for the **period of insurance** or any subsequent period for which **we** shall accept payment **we** will indemnify **you** in accordance with and subject to the policy conditions set out on pages 6-7 and policy exceptions set out on page 8 in this policy booklet. **Your schedule** tells **you** which sections of this policy booklet apply.

You agree to pay the premium and to keep to the policy conditions.

Please read this policy carefully and check that it meets your requirements. Any query should be referred to your insurance broker or intermediary immediately.

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Contact Numbers

Claims

For claims under sections A-D:

MMA Property Care Line –

24 hours a day, 365 days a year

- Telephone MMA on **0844 902 0789** or fax **0845 604 8628**
- For Online Claims Assistance complete **our** Online Claims Form at **www.mma-insurance.com**
- See pages 21-22 for full details of how to make a claim and how **we** settle **your** claim
- MMA Property Care Line is a UK-based service
- **Our** staff are highly trained and can confirm whether **your** policy covers **you** for the incident
- Please have **your** policy number to hand when phoning
- 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

For claims under sections E-G:

Check **your schedule** to see whether **you** have purchased these sections

- **Legal Protection (Section E) –**
0844 902 0761
See page 32 for full details of how to make a claim
- **Home Emergency (Section F) –**
0844 902 0763
See page 38 for full details of how to make a claim and how **your** claim is settled
- **Pest Cover (Section G) –**
0844 902 0765
See page 44 for full details of how to make a claim and how **your** claim is settled

LawCare

The LawCare service enables **you** to obtain confidential expert advice on any personal legal problem 24 hours a day 365 days a year. The advice given in most cases, is immediate, and is geared to providing **you** with easily understood practical help. Comprehensive advice is available on all areas of domestic legal issues such as personal injury matters, motor related disputes, property worries and matrimonial problems etc.

How to use LawCare:

1. To contact this service telephone 0844 902 0761 anytime day or night 365 days a year
2. Quote code number 70526
3. State **your** question or problem

The LawCare service is totally confidential. The only information that needs to be given is **your** code number. There is no limit to the number of times **you** can use the service.

The LawCare service is provided by FirstAssist Services Limited.

Meaning of Words

Sections A-D

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

Sections E, F and G have their own Meaning of Words and appear in the relevant section of the policy.

accidental damage

Unexpected physical damage caused suddenly by an identifiable external means.

bedroom

A room used as or originally built to be a **bedroom**, even if it is now used for other purposes.

bodily injury

Death, illness, injury or disease.

buildings

The **home**, its permanent **fixtures and fittings**, wooden laminate or vinyl flooring coverings, patios, terraces, paths, drives, walls, gates, hedges and fences, hard tennis courts, sunken swimming pools, cesspits, septic tanks, central heating fuel tanks, ornamental ponds, fountains, lampposts and railings, sheds and greenhouses, all situated at the risk address shown on **your schedule**.

buildings does not include land, trees, shrubs and plants, aerials, satellite receiving equipment or masts, carpets whether fitted or not.

business equipment

Furniture, computers, laptops, keyboards, monitors, printers, computer-aided design equipment, facsimile machines, photocopiers, telecommunications equipment and stationery, which are used for the business, trade or profession of **you** or **your family**.

contents

- aerials, satellite receiving equipment or masts fixed to or in the **home**;
- **business equipment** up to a total of £5,000;
- carpets whether fitted or not;
- **high risk items** up to the limits shown on page 22;
- household goods, furnishings, furniture, domestic appliances and **personal possessions**;
- interior decorations where **you** are the tenant of the **home** or where **you** are the owner, but not responsible for insuring the **buildings**;
- pedal cycles up to £750 each;
- mobile phones;
- tenants **fixtures and fittings**;

Which **you** or **your family** own or for which they are legally responsible.

contents does not include:

- Any electrically or mechanically powered vehicles (other than battery or pedestrian operated models or toys, domestic gardening equipment, golf carts or trolleys and vehicles which are designed to assist disabled persons and are not registered for road use), any form of aircraft (including models) or hovercraft, boats, boards or any other craft or equipment designed for use in or on water, caravans, horse boxes, trailers, and their parts, spares or accessories for any of them;
- Deeds (other than as provided by paragraph 20 of Section B), securities, documents, **personal money** or **credit cards** (other than as provided by paragraph 23 of Section B);
- Wooden laminate or vinyl flooring covering;
- Landlords' **fixtures and fittings**;
- Any living creature;
- Trees, shrubs or plants;
- Mobile phone airtime.

credit cards

Credit, cheque, charge, debit or cash dispenser cards.

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 **your 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.

family

Your:

- Spouse or domestic partner
- Children (including adopted and foster children)
- Relatives who normally live with **you**.

fixtures and fittings

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

high risk items

- Any collections of stamps, coins, medals or banknotes;
- Articles made of gold, silver, precious metals or precious stones;
- Clocks;
- Jewellery, watches or furs;
- Sculptures, pictures, paintings or other works of art.

Meaning of Words

Sections A-D

continued

home

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

Unless described differently by an endorsement to this policy, the private dwellings, garages and permanent outbuildings must:

- Be built of brick, stone or concrete;
- Be roofed with slates, tiles or concrete and no more than 20% of the total external roof area either flat or covered with felt.

period of insurance

The period shown in **your schedule** and any further period for which **you** have paid, or have agreed to pay and **we** have agreed to accept **your** premium.

personal money

- Cash, cheques, postal or money orders, travellers cheques, saving certificates and bonds, premium bonds, current postage stamps, gift tokens, or luncheon vouchers held for social or domestic purposes;
- Travel tickets, sports season tickets, phone cards or mobile telephone or multi media prepaid vouchers (but only for the cost of replacement for the period from the date of loss to the expiry date of the original ticket or voucher) if a duplicate cannot be obtained.

personal money does not include Air Miles vouchers, promotional vouchers, store points, lottery tickets, scratchcards or raffle tickets.

personal possessions

Luggage, clothing, jewellery, spectacles, sports equipment, musical instruments, photographic equipment, mobile phones and other items which are normally used, worn on or carried about the person, which belong to **you** or **your family** or which **you** are legally responsible for.

personal possessions does not include:

- Anything which is defined as not included under **contents**;
- Camping equipment;
- Deeds, electronically stored data, **personal money** or **credit cards**;
- Household goods, domestic appliances, furnishings, furniture, china, glass or pottery;
- Pedal cycles;
- Tools.

schedule

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

unfurnished

Without enough furniture and furnishings for normal living purposes.

United Kingdom

The **United Kingdom** of Great Britain and Northern Ireland.

unoccupied

Not lived in by **you** for more than 30 days in a row.

we, us or our

MMA Insurance plc.

you or your

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

Customer Information

Sections A-D

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 the broker or intermediary who arranged your insurance will be able to resolve any concerns, and **you** should contact them directly.

Alternatively, depending on the section of **your** policy please contact **us** as noted below, quoting **your** policy or claim number.

For Buildings, Contents, Personal Possessions and Pedal Cycles (Sections A-D) telephone MMA Insurance on 0844 902 1000, or write to Quality Assurance, MMA Insurance plc, Norman Place, Reading RG1 8DA. **You** can contact **us** via email on **our** website at www.mma-insurance.com.

For Legal Protection Insurance (Section E) telephone 0208 652 1313 or write to FirstAssist Insurance Services Ltd, Customer Relations Department, Marshall's Court, Marshall's Road, Sutton, Surrey SM1 4DU.

For Home Emergency (Section F) and Pest Cover (Section G) write to the Quality Manager, AXA Assistance (UK) Ltd, The Quadrangle, 106-118 Station Road, Redhill, Surrey RH1 1PR.

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.

There are a few instances where the FOS is not able to assist and **you** must have allowed the insurer relevant to the section the opportunity to resolve **your** complaint before the FOS becomes 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. Further information is available from the Financial Services Compensation Scheme, 7th Floor, Lloyds 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. **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 statutory right (under Financial Services Authority rules) to cancel **your** 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 the premium paid, subject to a deduction for the time for which **you** have been covered plus an administration charge of £25.

To exercise **your** right to cancel, please contact **your** broker or intermediary.

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 statutory cooling off period, please refer to condition 5 on page 6 of this policy document.

Policy Conditions

Sections A-D

You must comply with these conditions. They control the operation of the policy cover for Sections A to D.

Sections E, F and G have their own policy conditions which are detailed on pages 26-28, 36 and 43.

1. Compliance with Policy Terms

We will only provide the cover described in the policy if all the terms and conditions of this policy so far as they apply have been met by **you** or anyone claiming under this policy.

2. Taking Care

You and **your family** 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.

You must tell **us** or **your** insurance broker or intermediary straight away about any material change in **your** circumstances.

The facts and changes in circumstances which **we** need to be told about are those which **we** consider important in assessing the degree of risk which **we** have taken on, the scope of the insurance cover **we** have provided to **you**, the terms upon which **we** are prepared to cover **you** and the premium which **we** charge **you**.

For example **we** need to know:

- (a) of a change of address;
- (b) if someone lives in the **home** other than **you** and **your family**;
- (c) if the home becomes **unoccupied** or **unfurnished**;
- (d) if the rebuilding costs of the **home** or the replacement values of the **contents** exceed the limits shown in the policy or **your schedule**;
- (e) if **you** or a member of **your family** or anyone currently living with you are charged or are convicted of or receive a police caution for any offence other than driving offences;
- (f) if **you** or a member of **your family** or anyone currently living with you have been declared bankrupt or are subject to bankruptcy proceedings;
- (g) if **you** change **your** occupation
- (h) if the **home** is being used for business or professional purposes;
- (i) if the **home** is not in a good state of repair;
- (j) if the **home** is undergoing structural alteration
- (k) if any of the information provided and recorded in the proposal form or statement of fact has changed.

If there are any changes in **your** circumstances which occur after this policy has begun, then **you** must tell **us** immediately.

Upon being told of a change in circumstances, **we** reserve the right to:

- (a) cancel **your** policy in accordance with condition 5 of this policy; or
- (b) charge **you** an additional premium with effect from the date upon which **your** circumstances changed; and or,
- (c) endorse the policy with effect from the date upon which **your** circumstances changed with further conditions or warranties which **you** must comply with.

If **you** fail to tell **us** of any change in **your** circumstances which occurs after this policy has begun, the cover provided by this policy will automatically come to an end with immediate effect from the date of such change in **your** circumstances. In such circumstances, **we** will not be obliged to pay for any claims arising after the date upon which **your** change in circumstances occurred, and **we** will refund **you** a pro rata proportion of **your** premium.

4. 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.

5. Cancellation Rights

Following the expiry of **your** statutory cooling off period detailed on page 5 of this policy document the policy may be cancelled:

- 1. by **you** giving written instruction to **us** at any stage of the duration of the contract, or
- 2. by **us**:
 - (a) sending 7 days written notice in the event of non payment of any monthly premium;
 - (b) sending 7 days written notice in all other circumstances by recorded delivery letter to **your** last known address.

You will be entitled to a refund of the premium paid subject to a deduction for the time which **you** have been covered. Additionally an administration charge of £25 will be made when the cancellation is in the first **period of insurance**.

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.

Policy Conditions

Sections A-D

continued

6. Fraud

If **you** or any member of **your family** makes a claim under this policy which is in any part false or exaggerated, supports a claim with a false document or statement, **we** will not pay the claim and all cover under this policy ceases immediately. The police will be informed.

7. Index Linking

The **personal possessions** sums insured are automatically adjusted in line with changes in the Retail Price Index or an alternative appropriate index.

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

8. 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.

9. Claims

When circumstances arise which might give rise to **you** making 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**;
- take all reasonable steps to recover any property which has been lost;
- send **us** at **your** expense, all the documents and information (including written estimates and proof of value or ownership) **we** may request from **you**.

You must not:

- pay, offer or agree to pay any amount or admit responsibility without our permission;
- abandon any property to **us** unless **you** have **our** permission.

We will not pay any claims under this policy unless **you** have kept to the above conditions.

We may:

- enter any building where loss or damage has happened;
- take control of the remains of any property insured by the policy for which **we** have agreed to pay a claim and deal with them in a reasonable manner;
- take over, defend or settle a claim made against **you** or at **our** own expense, take legal action in **your** name to get back any payment **we** have made under this policy.

10. No Claims Discount

If **you** do not make a claim during the **period of insurance** **we** will increase **your** no claims discount at next renewal date in line with **our** scale.

If **you** make a claim under Section A buildings or Section B contents **we** will reduce **your** no claims discount under that section at the next renewal date in line with **our** scale.

If **you** make a claim under section C personal possessions, or section D pedal cycles **we** will reduce Section B contents no claims discount at the next renewal date in line with **our** scale.

Details of **our** no claims discount scale is available on request.

No claims discount is not applicable to Sections E to G and in the event of a claim under these sections the no claims discount under section A buildings and section B contents will not be affected.

11. Non Disclosure and Misrepresentation

Information which **you** gave **us** before this policy started, during the course of the policy or for the purposes of renewing the policy (whether provided orally, electronically or in writing and whether or not contained within the statement of fact or proposal form) must be complete and correct.

If **you** did not tell **us** of all material facts or provided **us** with inaccurate information, which might have affected **our** decision to provide insurance cover, the level of premium, or the terms of this policy, before **you** took out the policy, or before renewal, then **we** have the right to void the policy. That means that **we** will treat the policy as if it had never existed. In those circumstances, we will repay **you** any premium taken and **you** will have to repay **us** any claims paid by **us** during the currency of the policy.

12. Law Applicable to Contract

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

Policy Exceptions

Sections A-D

Exceptions are the events, liabilities or property **we** will not pay for under Sections A to D of the policy.

Sections E and F have their own exceptions which are detailed on page 29 and 37.

1. Radioactive Contamination

Any expense, loss, **bodily injury**, liability or damage to any property directly or indirectly caused by, contributed to or 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

Any loss, damage, **bodily injury** 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 or similar event.

4. Events Before the Policy Started

Any loss, damage, **bodily injury** or liability arising out of any accident or incident that happened before this policy started.

5. Deliberate Acts

Any loss, damage, **bodily injury** or liability caused deliberately, maliciously, wilfully, recklessly by **you, your family**, lodgers, guests, tenants 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 **home**.

8. Business Property and Legal Liability

Any loss or damage to property owned by, held in trust or primarily used for any business, trade or profession (other than **business equipment**). Any legal liability arising directly or indirectly from any business, trade or profession.

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 or indirectly 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, damage, cost or expense 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 liability, loss, 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:	- The excess which is shown on your schedule under all paragraphs of this section except paragraph 18. - 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.	Loss or damage caused: - by you, a member of your family, lodgers, guests, tenants or employees; - while the home is unoccupied or unfurnished.
5. Storm or flood.	Loss or damage: - to gates, hedges and fences; - caused by rising ground water levels 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 home is unoccupied or unfurnished. - caused by the escape of water from guttering, rainwater down pipes, roof valleys and gullies.
7. Theft or attempted theft.	Loss or damage caused: - by you, a member of your family, lodgers, guests, tenants or employees; - while the home is unoccupied or unfurnished.
8. (a) Aircraft or other aerial devices or items dropped from them; (b) Vehicles or animals. (c) Falling trees or branches. We will also pay the cost of removing trees or branches if they have caused damage insured by this section to the buildings.	Loss or damage caused: by your pets.
9. Falling aerals (including satellite receiving equipment) their fittings and masts.	

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:
10. Subsidence or ground heave of the site that the buildings stand on or landslip.	The first £1,000 of each claim. Damage caused by or resulting from: • 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 home are damaged at the same time and by the same cause; • the bedding down of new structures, settlement, movement of made up ground, shrinkage or expansion; • the action of chemicals or chemical reaction. Damage: • to walls, gates, fences, paths, drives, terraces, patios, swimming pools, tennis courts, cesspits, septic tanks, central heating fuel tanks unless the home 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.
THE FOLLOWING COVERS ARE ALSO INCLUDED IN THIS SECTION	
11. Frost Damage Frost damage to interior fixed domestic water or heating installation in the home.	Damage caused while the home is unoccupied or unfurnished.
12. Glass, Sanitary Ware and Ceramic Hobs Accidental breakage of ceramic hobs in fixed appliances if fitted, fixed glass, solar panels and sanitary ware all forming part of the home.	Breakage caused while the home is unoccupied or unfurnished.
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 home.	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 by any inherent defect in the design, construction or installation of the drains.
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.	Damage caused while the home is unoccupied or unfurnished.
15. Professional Fees and Additional Costs Following damage insured by section A and incurred as a direct result of the loss or damage to the home with our consent, we will pay: • 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 home safe.	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.

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:
16. Temporary Accommodation and Loss of Rent If your home is uninhabitable due to damage insured by this section: - the reasonable extra cost of similar temporary accommodation for you, your family and pets; - rent which should have been paid to you; - ground rent which you have to pay. The most we will pay is £30,000.	
17. Moving Home If you are selling the home 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. 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.	
18. Property Owners Liability Compensation, legal costs and expenses which you (or if you die your personal representatives) legally have to pay to someone else in respect of: bodily injury to any person or - accidental loss or damage to property not belonging to you, during the period of insurance, which arises out of: (a) you owning but not occupying the buildings and their land; or (b) your previous ownership of any private property under Section 3 of the Defective Premises Act 1972 We will also pay legal costs and expenses incurred with our consent in connection with defending such claim. The most we will pay (inclusive of claimants and defence legal costs and expenses agreed by us in writing) is £2,000,000 for any claim or series of claims arising from any one event or one source or original cause.	Liability arising directly or indirectly from: - 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. Liability for: bodily injury to any member of your family or to a person employed by you or by a member of your family; - damage to property belonging to you or a member of your family or for which you or your family are responsible.
IMPORTANT NOTE If you are both the owner and the occupier of the home insured by this policy, accidents which happen in buildings or on land are, by law, usually the responsibility of the person who lives in the building or on the land, rather than the person who owns the building. If you are the owner and occupier of the buildings, this section does not cover your legal liability as the occupier of the home or its land. You will need to arrange contents insurance which provides occupiers liability cover to make sure you are fully protected.	

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:
19. Emergency Access Loss or damage to the buildings caused by a member of the emergency services breaking into the home: • to rescue you, a member of your family, lodgers, guests, tenants or employees; • to prevent loss or damage to your home. The most we will pay is £500.	
20. Accidental Damage This cover only applies if you have selected it and it is shown on your schedule. accidental damage to the buildings.	Any loss or damage which we have indicated that we will not pay for under paragraphs 1-14 of this section. Damage occurring whilst: • any part of the home is lent, let, sub-let or shared; • the home is unoccupied or unfurnished; • the home is undergoing demolition, structural alteration or structural repair. Damage caused by or arising from: • insects, parasites, vermin, fungus or mildew; • chewing, scratching, tearing or fouling by your 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:
Loss or damage to contents which you own or which you are legally responsible for whilst: - in the home; - permanently or temporarily in the open within the boundary of the land belonging to the home up to £500. Caused by:	- The excess which is shown on your schedule under all paragraphs of this section except paragraphs 24 and 25. - Loss or damage to Contents permanently or temporarily in the open within the boundary of the land belonging to the home while the home is unoccupied or unfurnished. - 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.	Loss or damage caused: - by you, a member of your family, lodgers, guests, tenants or employees; - while the home is unoccupied or unfurnished. Any amount over £2,000 for loss or damage to the contents contained in garages or outbuildings at the home.
5. Storm or flood.	Loss or damage to Contents : - permanently or temporarily in the open within the boundary of the land belonging to the home - caused by rising ground water levels 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 home is unfurnished or unoccupied. Loss or damage caused by the escape of water from guttering, rainwater downpipes, roof valleys and gullies.
7. Theft or attempted theft.	Loss or damage caused: - by you, your family, lodgers, guests, tenants or employees; - while the home is unoccupied or unfurnished. - while any part of the home is lent, let, sub-let or shared unless following forcible or violent entry to or exit from the home. Any amount over £2,000 for loss or damage to the contents contained in garages or outbuildings at the home.
8. (a) Aircraft or items dropped from them or other flying objects. (b) Vehicles or animals. (c) Falling trees or branches.	Loss or damage caused: by your pets.
9. Falling aerials (including satellite receiving equipment) their fittings and masts.	
10. Subsidence or ground heave of the site that the buildings stand on or landslip.	Damage caused by or resulting from: - coastal or river erosion - the movement of solid floor slabs unless the foundations underneath the external walls of the home are damaged at the same time and of the same cause.

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:
THE FOLLOWING COVERS ARE ALSO INCLUDED IN THIS SECTION	
11. Glass, Mirrors and Ceramic Hobs Accidental breakage while in the home of mirrors, fixed glass in furniture or ceramic tops in free-standing cookers.	Loss or damage caused while the home is unoccupied or unfurnished.
12. Loss of Oil and Metered Water Loss of metered water or of oil from the home following accidental damage to the water or heating system. The most we will pay is £1,000.	Loss or damage caused while the home is unoccupied or unfurnished.
13. Audio, Visual and Computer Equipment Accidental damage: - while in the home to television, audio or video equipment, DVD players, digital boxes, games consoles, or to personal computers, laptops and computer equipment; - to receiving aerials and satellite receiving equipment fixed to the home.	Damage to: - tapes, cassettes, cartridges, records or discs of any kind; - camcorders, video cameras, digital cameras, hand-held electronic games or toys, mobile phones or telephone equipment; Loss or damage caused: - while the home is unoccupied or unfurnished; - by computer viruses; - by pets. The cost of remaking any film, disc or tape, or the value of any information contained on it or recovering any digitally held media.
14. Legally Downloaded Audio/Visual Files Loss or damage insured by Section B paragraphs 1 to 10 to legally downloaded audio/visual files.	- any amount over £500 - any illegally downloaded files or files where proof of purchase cannot be proved - the clerical labour and computer time taken to reinstate the files.
15. Household Removal Accidental loss or accidental damage to the contents while they are being moved by professional furniture removers from the home to your new permanent home within the United Kingdom.	Loss or damage caused by cracking, scratching or breakage of china, marble, glass or similar brittle articles, unless packed by professional packers. Loss or damage that is not reported within 7 days of delivery to a new home. Loss of or damage to contents in storage or being moved to or from storage.

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:
16. Contents Temporarily Removed Loss or damage to contents within the United Kingdom while temporarily away from the home up to a maximum of 90 days caused by: • Section B paragraphs 1-6 and 8-10; • theft or attempted theft from: – a deposit box in a bank; – an occupied private house or flat; – any other building where you or a member of your family work or are temporarily living. The most we will pay is £5,000 except for contents contained in garages or outbuildings when the most we will pay is £2,000.	Loss or damage to contents which is not in a building caused by storm, flood, theft or malicious damage. Loss or damage caused by theft or attempted theft unless following forcible or violent entry to or exit from the building being: (a) a building where you or a member of your family are living temporarily; (b) a building where you or a member of your family are employed or engaged in business. Theft of personal money. Loss or damage to contents: • which have been removed for sale, exhibition or placed in a furniture depository. • belonging to a member of your family while they are living and studying away from the home.
17. Students Cover Loss or damage insured by Section B, paragraphs 1–10 to the contents belonging to you or your family while in full time education in the United Kingdom and living and studying away from the home. The most we will pay is £2,500.	Loss or damage caused by theft or attempted theft from a building unless following forcible or violent entry to or exit from the building.
18. Temporary Accommodation The reasonable extra cost of similar accommodation for you, your family and your pets if your home is uninhabitable due to damage insured by this section during the time necessary for the home to be restored to a habitable condition. The most we will pay is £7,500.	
19. Loss of Keys The cost of replacing and fitting the locks and keys of external doors and windows of the home if the keys are accidentally lost or stolen anywhere in the world. The most we will pay is £500.	
20. Title Deeds The cost of preparing new title deeds to the home following loss or damage insured by this section while in the home or kept with your solicitor, bank or mortgagee for safe keeping. The most we will pay is £1,000.	

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:
21. Religious Festivals and Wedding Gifts We will increase the contents limit under this section by £3,000; - during your Religious Festival to cover gifts and extra food and drink; - for one month before and after the wedding day of you or a member of your family to cover wedding gifts and extra food and drink at the home, at the reception or in transit between the home and the reception.	
22. Freezer Contents Loss or damage to food or drink in any freezer in the home caused by: - a change in temperature of the freezer; - contamination by the escape of refrigerant or refrigerant fumes. The most we will pay is £500.	Loss or damage caused by the deliberate act of the supply authority.
23. Personal Money and Credit Cards (a) Accidental loss anywhere in the world of personal money belonging to you or a member of your family. The most we will pay is £500. (b) Financial loss following fraudulent use of credit cards belonging to you or a member of your family anywhere in the world. The most we will pay is £500.	(a) Losses caused by error or omissions. Losses not reported to the Police immediately after discovery. Loss from the home while the home is unoccupied or unfurnished. Loss from the home while any part of the home is lent, let, sub-let or shared, unless following forcible or violent entry to or exit from the home. (b) Any loss not reported to the issuing company immediately after discovery. Liability following breach of the terms and conditions of use.
24. Tenants Cover Loss or damage to: (a) Fixtures and fittings, greenhouses and sheds installed by you at the home and for which you are responsible; (b) The structure, decorations, fixtures and fittings of the home that you are responsible for as a tenant under a tenancy agreement; insured by Section A paragraphs 1-12 of this policy. The most we will pay is £5,000.	

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:
25. Occupiers and Personal Liability (i) Compensation and legal costs and expenses which you (or if you die your personal representatives) legally have to pay to someone else in respect of: (a) bodily injury to that person; or (b) accidental loss or damage to property not belonging to you; which occurs during the period of insurance and which arises out of: (a) you occupying the home including its land; or (b) your acts or omissions as a private individual anywhere in the United Kingdom or elsewhere for temporary visits. We will also pay legal costs and expenses incurred with our consent in connection with defending any such claim. The most we will pay for any claim or claims arising from one event is £2 million inclusive of claimants and defence legal costs and expenses. (ii) Compensation, legal costs and expenses which you (or if you die your personal representatives) legally have to pay in respect of bodily injury to your domestic employees occurring during the period of insurance. The bodily injury must occur during the course of their work for you and during the period of insurance. We will also pay legal costs and expenses incurred with our consent in connection with defending any such claim. The most we will pay for any claim or claims arising from one event is £10 million inclusive of claimants and defence legal costs and expenses.	Liability arising from: • 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 (other than temporary holiday accommodation) owned or held in trust by or in the custody or control of you or a member of your family; • any contract or agreement that says that you or a member of your family are liable for something which you or they would not otherwise have been liable for; • ownership of any land or building including the home; • an illness or disease you or a member of your family pass onto someone else; • your trade, business or profession, occupation or former business, trade profession or occupation and whether or not such liability arises out of a job carried out for reward; • the ownership, custody, control or use of: – road vehicles or any electrically or mechanically powered vehicles (except battery or pedestrian operated models or toys, domestic gardening equipment, golf carts or trolleys or buggies, and vehicles which are designed to assist disabled persons and are not registered for road use); – caravans, horse boxes or trailers; – any form of aircraft (including models) or 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); – animals other than domestic pets and horses kept for private hacking; – dogs of a type referred to in the Dangerous Dogs Act 1991 or any subsequent amendment; – firearms, except legally-held sporting guns while being used for sporting purposes. • fines, penalties or aggravated, punitive, or exemplary damages.

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:
26. Accidental Damage This cover only applies if you have selected it and it is shown on your schedule. Accidental damage to the contents while in the home.	Any loss or damage shown as not insured under the contents section, paragraphs 1-10. Loss or damage occurring whilst: - any part of the home is lent, let, sub-let or shared; - the home is unoccupied or unfurnished; - the home is undergoing demolition, structural alteration or structural repair. Any amount over £1,000 for damage to glass, china, porcelain, earthenware, stone or other fragile material whilst it is being handled or used. Damage to clothing or contact lenses. Damage caused by or arising from: - insects, parasites, vermin, fungus or mildew; - chewing, scratching, tearing or fouling by your pets; - atmospheric or climatic conditions; - alteration, repair, maintenance, restoration, dismantling, renovation or breakdown; - faulty design or workmanship or the use of faulty materials; - any process of cleaning, drying, dyeing, heating or washing.

Policy Cover

Section C – Personal Possessions

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

WE WILL PAY FOR:	WE WILL NOT PAY FOR:
Theft or accidental loss of or accidental damage to: 1. Unspecified personal possessions; 2. Specified personal possessions listed in your schedule; whilst within the United Kingdom or anywhere else in the world for up to 60 days in any one period of insurance which you or a member of your family own or are legally responsible for.	An excess of £50. Loss of property from an unattended road vehicle, unless the property is concealed in a glove compartment, locked luggage compartment or locked boot and all windows and sunroofs are securely closed and all doors are locked. Any amount over £1,000 in respect of loss of property from an unattended road vehicle. Loss or damage to sports equipment whilst in the course of play or use. Loss or damage caused by or arising from: • insects, parasites, vermin, fungus or mildew; • atmospheric or climatic conditions or frost; • scratching, denting or chipping; • chewing, scratching, tearing or fouling by your pets; • alteration, repair, maintenance, restoration, dismantling, renovation or breakdown; • faulty design or workmanship or the use of faulty materials; • the cost of remaking any film, disc or tape or the value of any information contained on it; • the cost of recovering any digital information; • any process of cleaning, drying, dyeing, heating or washing. Loss or damage from the home caused by theft, attempted theft or malicious acts, while the home is left unoccupied or unfurnished.

Policy Cover

Section D – Pedal Cycles

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

WE WILL PAY FOR:	WE WILL NOT PAY FOR:
Theft or accidental loss of or accidental damage to pedal cycles described in your schedule while within the United Kingdom which you or a member of your family own or are legally responsible for.	An excess of £50. Loss or damage while the pedal cycle is being used for racing, rallies, pacemaking or trials. Loss of or damage to accessories or tyres unless the pedal cycle is stolen, lost or damaged at the same time. Theft of an unattended pedal cycle while outside the boundary of the home, unless in a locked building or attached by a locked security device between the cycle's frame and a permanently fixed structure. Loss or damage caused by cleaning, repairing or restoring. Loss of value. More than the amount specified in the schedule.

Claims

Sections A-D

How to make a claim

To make a claim for any of the following:

Section A: Buildings

Section B: Contents

Section C: Personal Possessions

Section D: Pedal Cycles

1. Check the policy booklet and **your schedule** to see which section **you** are covered for.

2. Telephone the **MMA Property Care Line** on **0844 902 0789**.

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

- Policy number
- **Home** postcode
- Nature of problem
- Police incident number (if **you** are a victim of theft, malicious damage, vandalism or something is lost or damaged away from the **home**)
- Approximate cost to replace/repair the item.

We 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, vandalism or something is lost or damaged away from the **home**, 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.
4. Do not admit fault if **you** or any member of **your family** 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.

We follow the Financial Services Authority rules and guidelines for general insurance claims handling, 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 policy conditions as set out on pages 6-7 and policy exceptions as set out on page 8 of the policy booklet and how **we** settle **your** claim under Sections A-D on this page and page 22.

How we settle your claim under Sections A-D

This section details how **we** settle claims under Sections A, B, C and D of **your** policy. (Sections E, F and G have their own details on pages 32, 38 and 44). 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. If a claim is made under more than one section of this policy, resulting from the same incident only one **excess** will be deducted.

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 policy conditions which apply to Sections A-D on pages 6-7.
- In the policy exceptions that apply to Sections A-D on page 8.
- Under **we** will not pay for on pages 9-20.

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

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 limit 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 professional fees and additional costs as set in Section A.15.

2. The reinstatement or repair is carried out without delay.

If at the time of the loss or damage the limit is less than the full cost of rebuilding the **buildings** in a new condition, **we** will pay only part of the value of the claim.

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

Claims

Sections A-D

continued

The most **we** will pay in respect of each incident of loss or damage is the **buildings** 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.

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 deducted:

(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** limit or any other limit shown in **your schedule** or in the policy.

The most **we** will pay for **high risk items** in total and for an individual item, set or collection are the limits shown below.

	Total	Single Item
1 Bedroom	£5,000	£1,500
2 Bedroom	£7,500	£2,000
3 Bedroom	£10,000	£2,500
4 Bedroom	£12,500	£3,000
5 Bedroom	£15,000	£3,250

We will require proof of ownership and value of items over £2,500.

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.

Section C – Personal Possessions

As long as the loss or damage is covered under the 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.

We will require proof of ownership and value of items over £2,500.

An amount for wear, tear and depreciation will be deducted for clothing.

The most **we** will pay in respect of any one claim:

- for any one item, set or pair of unspecified **personal possessions** is £1,500 unless shown as otherwise on **your schedule**;
- for any **personal possession** specified individually is the sum insured shown on **your schedule**;
- for loss of property from an unattended road vehicle is £1,000;
- the total limit shown in **your schedule**.

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 sum insured from the date of payment of any claim for any items not individually specified.

The sum insured will not be reinstated automatically for any item specified individually on **your schedule** which has been totally lost or destroyed. If insurance is required for replacement items, please tell **your** insurance broker or intermediary.

Section D – Pedal Cycles

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

The most **we** will pay in respect of any one pedal cycle is the amount shown on **your schedule**.

The sum insured will not be reinstated automatically for any item specified individually on **your schedule** which has been totally lost or destroyed. If insurance is required for replacement items, please tell **your** insurance broker or intermediary.

Policy Cover

Section E – Legal Protection

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

Cover under this section is arranged by FirstAssist Insurance Services Limited.

Meaning of Words – Section E

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

Sections A-D, F and G have their own Meaning of Words and appear in the relevant section of the policy.

The words set out below have meanings that only apply to this section of the policy.

any one claim

All **legal proceedings**, including appeals, arising from or relating to the same original cause or event.

appointed representative

The solicitor, **our** Employment Advocacy Service or other suitably qualified person who has been appointed by **us** to act for an **insured person** in accordance with the terms of this section.

costs and expenses

(a) Legal Costs

All reasonable and necessary costs chargeable by the **representative** on a standard basis.

(b) Opponents' Costs

We will also pay the costs incurred by opponents in civil cases if an **insured person** has been ordered to pay them, or pays them with **our** agreement.

court

A court, tribunal or other competent authority.

equipment

Computers and anything else which contains a microchip. Computers include hardware, software, data, electronic data processing equipment, microchips (including integrated circuits) and micro-controllers, and any other computing and electronic equipment linked to a computer.

family

Your spouse or domestic partner and children (including adopted and foster children) and any other relatives who normally live with **you** at **your home**.

home

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

insured person

You and any member of **your family**. Anyone claiming under this section must have **your** agreement to claim.

insurer

Great Lakes Reinsurance (UK) PLC, Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ.

legal proceedings

The pursuit or defence of legal disputes, excluding non-contentious matters.

limit of indemnity

During any one **period of insurance** the maximum liability of the **insurer** shall not exceed £50,000 for **any one claim** and £250,000 in aggregate.

period of insurance

The period shown in the schedule or any subsequent period for which **you** have paid or have agreed to pay and the **insurer** has accepted or has agreed to accept the premium.

small claims track limit

The current limits set by the **court** for which a claim may be allocated to the small claims track.

territorial limits

For insured incidents, 2. Contract Disputes and 3. Bodily Injury:

The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Croatia, Gibraltar, Iceland, Liechtenstein, FYR Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey (west of the Bosphorus).

For all other insured incidents:

The United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.

we, us or our

FirstAssist Insurance Services Limited (FirstAssist), which arranges and administers the insurance on the **insurer's** behalf.

you or your

The person(s) named as the **insured person** in the schedule.

Policy Cover

Section E – Legal Protection

continued

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

WE WILL PAY FOR:	WE WILL NOT PAY FOR:
This section covers the insured person. The insurer will indemnify the insured person up to the limit of indemnity in respect of costs and expenses which arise from legal proceedings that: 1. are notified to us during the period of insurance; and 2. are made by or brought against the insured person within the jurisdiction of a court within the territorial limits; in respect of:	
1. Employment Disputes the pursuit of any legal proceedings in an Employment Tribunal against the insured person's employer arising from the insured person's contract of employment. Provided that as soon as you knew about the dispute you took, and followed legal advice from us.	The insurer will not be liable for any claim brought heard or transferred outside the jurisdiction of the Employment Tribunal.
2. Contract Disputes the pursuit or defence of legal proceedings arising from an insured person's legal rights in a contractual dispute arising from an agreement or an alleged agreement which an insured person's has entered into for: (i) the buying or hiring of any goods or services; or (ii) the selling of any goods Provided that: • the insured person's has entered into the agreement or alleged agreement during the period of insurance; and • the amount in dispute is more than £100.	A claim relating to: • a contract regarding an insured person's trade, profession, employment or any business venture; • construction work on any land, or designing, converting, altering, renovating, extending or demolishing any building where the contract value exceeds £5,000 (including VAT); • a contract involving a motor vehicle; • the settlement payable under an insurance policy (we will negotiate if your insurer refuses your claim, but not for a dispute over the amount of the claim); • a dispute arising from any loan, mortgage, pension, investment or borrowing.
3. Bodily Injury the pursuit of any civil legal proceedings arising from the death of, or bodily injury to, the insured person.	A claim relating to: • any illness or bodily injury which happens gradually or is not caused by a specific or sudden accident; • defending an insured person's legal rights, but defending a counter-claim is covered.

Policy Cover

Section E – Legal Protection

continued

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

WE WILL PAY FOR:	WE WILL NOT PAY FOR:
4. Property Protection the pursuit of defence of any dispute arising from: (a) The alleged infringement by the insured person of the legal rights of another person arising out of the rightful occupation or ownership by the insured person of the insured person's home or (b) The infringement by another person of the insured person's legal rights of arising out of the rightful occupation or ownership by the insured person of the insured person's home; provided that: - the insured person has suffered or could suffer a financial loss if legal proceedings are not pursued or defended; - the insured person agrees to use alternative dispute resolution to attempt to settle any dispute, if we consider it to be appropriate; - the amount in dispute is more than £100.	(i) A claim relating to: - a contract entered into by an insured person; - any building or land other than your principal home; - someone legally taking an insured person's material property from them, whether the insured person is offered money or not, or restrictions or controls placed on an insured person's material property by any government or public or local authority, unless the claim is for accidental physical damage; - work done by any government or public or local authority, unless the claim is for accidental physical damage; - a motor vehicle owned or used by, or hired or leased to, an insured person; - mining subsidence. (ii) Defending a claim relating to an event that causes or could cause physical damage to material property, but defending a counter-claim is covered. The first £250 of any claim for legal nuisance or trespass. This is payable as soon as we accept the claim.

Policy Conditions

Section E – Legal Protection

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

You must comply with these conditions. They control the operation of the policy cover for Section E.

Sections A-D, F and G have their own Policy Conditions which are detailed on pages 6-7, 36 and 43.

General Conditions

1. Due observance

The due observance of and compliance with the terms, provisions and conditions of this policy, insofar as they relate to anything to be done or complied with by the **insured person**, shall be conditions precedent to any liability of the **insurer** to make any payment hereunder.

2. Reasonable care

The **insured person** shall take all reasonable steps to prevent any occurrence which may give rise to a claim under this insurance.

3. Cancellation

This section remains in force whilst **you** hold sections A and/or B of the MMA Profile policy. In the event that **you** cease to hold sections A or B, this section will terminate immediately.

4. Arbitration

Any dispute between the **insured person** and the **insurer** in respect of this insurance may be referred to a single arbitrator who shall be either a solicitor or barrister agreed upon by both parties or, failing agreement, one who is nominated by the president of the appropriate law society or by the bar council or appropriate professional body within the **territorial limits**.

All costs of the arbitration shall be met in full by the party against whom the decision is made. If the decision is not clearly made against either party the arbitrator shall have the power to apportion costs. If the decision is made in favour of the **insurer** the **insured person's** costs shall not be recoverable under the policy.

This procedure does not prejudice any right of the **insured person** to have recourse to any other complaints procedure to which the **insurer** subscribes or to the courts.

5. Renewal

If **we** are willing to continue to provide cover and **we** advise the **insured person** beforehand of **our** renewal terms, the **insured person** authorises **us** to renew this policy and any subsequent policy on expiry in accordance with **our** renewal terms at that time, unless the **insured person** advises **us** otherwise before the renewal date.

Claims Settlement Conditions

1. Notification of claims

We must be notified in writing immediately the **insured person** is aware of any event which has given or may give rise to **legal proceedings** involving the **insured person**. **We** will send a claim form which the insured person must then complete and return as soon as possible enclosing any relevant documents. If the **insured person** fails to notify **us** of such an event during the **period of insurance** any claim arising from that event will not be admitted.

This should be sent to FirstAssist Insurance Services Ltd, Marshall's Court, Marshall's Road, Sutton, Surrey, SM1 4DU.

2. Consent Precedent to Insurer's Liability

Our consent to pay **costs and expenses** must be obtained in writing. **Costs and expenses** incurred before such consent is given will not be covered. Consent will be given if the **insured person** can satisfy **us** that:

- (i) there are reasonable prospects of successfully pursuing or defending the **legal proceedings**;

and

- (ii) it is reasonable in all the specific circumstances of the case for **costs and expenses** to be provided.

In circumstances where **we** have chosen a representative to act on the **insured person's** behalf **we** will pay **costs and expenses** incurred for providing the initial assessment of the claim irrespective of the prospects of success or whether the claim is covered under this Policy.

Where the **insured person** has chosen their own representative any **costs and expenses** incurred in providing initial assessment shall only be covered where there are reasonable prospects of successfully pursuing or defending the **legal proceedings** and the claim is covered under all other terms and conditions of the Policy.

The decision to grant consent will take into account the advice of the **insured person's appointed representative** as well as that of **our** own advisers. **We** may require, at the **insured person's** expense, an opinion of Counsel on the merits of the **legal proceedings**. If the claim is subsequently admitted the **insured person's** costs in obtaining such an opinion and providing such advice will be covered under this insurance.

If the **insured person** decides to commence or continue **legal proceedings** for which **we** have denied support under Claims Settlement Condition 2i) and is successful, **we** will pay **costs and expenses** as if **we** had given **our** consent in the first instance.

Policy Conditions

Section E – Legal Protection

continued

3. Minimising claims or legal proceedings

The **insured person** must take all reasonable measures to minimise the cost of **legal proceedings**.

4. Conduct of Legal Proceedings

(a) Choice of Appointed Representative

- (i) In respect of any claims which, if they were to proceed to a hearing, would be heard in the Employment Tribunal, then:

The **insured person** must use our approved consultant as the **appointed representative**.

- (ii) In respect of all other claims covered by the policy:

Where Court papers have been issued (or received), or where there is a conflict of interest, the **insured person** is free to choose a suitably qualified **appointed representative**.

In selecting the **appointed representative** the **insured person** shall have a duty to minimise the cost of **legal proceedings**.

We may choose not to accept a representative chosen by the **insured person**. If this occurs **we** will explain why. If there is a disagreement over the choice of representative in these circumstances, the **insured person** may choose another suitably qualified person and submit the name of that person to **us** for consideration.

In all circumstances except those described in 4 a) (ii) above, **we** shall choose a representative to act on the **insured person's** behalf.

If the **insured person's** choice of representative has to undertake work to familiarise themselves with the work already undertaken on the case, **we** will not pay for this work to be done. **We** will not pay the **insured person's** choice of representative more than **we** would pay **our** own choice of representative.

Any representative is appointed in the **insured person's** name to act for the **insured person**.

- (iii) In the period before **we** agree that **legal proceedings** are necessary **we** reserve the right to seek to obtain a settlement on the **insured person's** behalf. The settlement will be subject to the **insured person's** agreement, which the **insured person** will not unreasonably refuse.

(b) Action we may take

We may take over and continue in the **insured person's** name all legal action in any of the following circumstances:

- if the dispute is for an amount which is under £5,000 or if the dispute could be dealt with by the small claims court;

- if the **insured person** takes legal action against someone or defends a case without our agreement, or in a different way from that advised by the **appointed representative**;
- if the **insured person** does not give proper instructions to the **appointed representative** or barrister in time;
- if the **insured person** causes a delay and the **appointed representative** thinks it will harm the **insured person's** case.

In these circumstances, **we** may carry out **our** own investigation and try to settle the dispute. The **insured person** must agree to a settlement which is reasonable.

(c) All information to be given to the appointed representative

The **insured person** must give the **appointed representative** all information and assistance required. This must include a complete and truthful account of the facts of the case and all relevant documentary or other evidence in the **insured person's** possession. The **insured person** must obtain or execute all documents as necessary and attend any meetings or conferences when requested.

(d) Access to the appointed representative

We are entitled to obtain from the **insured person's appointed representative** any information, document or advice, whether or not privileged, relating to a claim under this policy. On **our** request, the **insured person** will give any instructions necessary to ensure such access.

(e) Instruction of counsel or appointment of expert witnesses

If the **appointed representative** wishes to instruct counsel or appoint expert witnesses, **we** will not unreasonably withhold **our** consent. The names of counsel or the expert witnesses must be submitted to **us** together with an explanation of the necessity for such action.

(f) Appeal procedure

If the **insured person** wishes to appeal against a court's decision, **we** will give **our** agreement if all of the following apply:

- the **insured person** must tell us of the wish to appeal immediately the right of appeal arises, as strict time limits may apply.
- the appeal arises from **legal proceedings** to which **we** have already given **our** agreement under the terms of claims settlement condition 2 above.
- this application must be sent by recorded delivery at least ten working days before the final date for lodging the appeal.
- the appeal complies with the requirements of Claims Settlement Condition 2 in the same way as the initial claim for **costs and expenses**.

Policy Conditions

Section E – Legal Protection

continued

- **we** think the **insured person** has a reasonable chance of winning the appeal and achieving a reasonable outcome.
- the **insured person** must give **us** the reasons for bringing the appeal.

We must agree to support the appeal. If **we** so require the **insured person** must co-operate in an appeal against the judgment of a **court**.

(g) Withdrawal by the insured person

If the **insured person** withdraws from the **legal proceedings** or stops the action without **our** permission, unless the **insured person** has done this on the written advice of the **appointed representative**, the **insured person** must pay all **costs and expenses** arising before the date of the withdrawal or stopping or those which arise because the action is withdrawn or stopped.

(h) Offer of settlement

The **insured person** must inform **us** in writing as soon as an offer to settle **legal proceedings** is received, including a payment into **court**. The **insured person** must not offer to enter or enter into any agreement to settle without **our** prior written consent.

Any such agreement must take into account the **insurer's** interest in the recovery of costs.

If the **insured person** unreasonably withholds agreement to a settlement **we** reserve the right to withdraw **our** support.

(i) Payment of legal expenses

All bills relating to any **legal proceedings** which the **insured person** receives from the **appointed representative** should be forwarded to **us** without delay.

Bills must be certified by the **insured person** to the effect that the charges have been properly incurred and that **we** are authorised to settle on the **insured person's** behalf gross sum bills must be accompanied by a breakdown setting out the work done and rates applied.

If requested the **insured person** must ask the **appointed representative** to submit the bill of costs for taxation by the **court** or certification by the law society in accordance with the provisions of the Solicitors Act 1974 and/or the Solicitors Remuneration Order 1994.

The provision of any **costs and expenses** does not imply that all **costs and expenses** will be paid. If the **insured person** is in doubt **we** should be consulted. The insured person must not without **our** written consent enter into any agreement with the **appointed representative** as to payment of **costs and expenses**.

(j) Recovery of costs and expenses

The **insured person** through the **appointed representative** shall be responsible for the repayment to the insurer of any award of costs in favour of the **insured person** or any costs agreed to be paid to the **insured person** as part of any settlement.

If the **insurer** pays **costs and expenses** up to the policy limit and the **insured person** pays more **costs and expenses** to end the case, the insured person will share with the **insurer** any **costs and expenses** that are recovered. The **insurer** and the **insured person** will each receive the same percentage as was paid.

Policy Exceptions

Section E – Legal Protection

These are the events and liabilities **we** do not cover under Section E.

1. Any claim reported to **us** more than 180 days after the **insured person** should have known about the insured incident.
2. Any incident or matter arising before the start of the cover provided by this section.
3. **Costs and expenses** incurred before **we** have given **our** written consent.
4. Fines, penalties, compensation or damages which an **insured person** is ordered to pay by a **court** or other authority.
5. Any insured incident intentionally brought about by an **insured person**.
6. Any legal action an **insured person** takes which **we** or the representative have not agreed to, or where an **insured person** does anything that hinders **us** or the representative.
7. Any claim relating to an **insured person's** alleged dishonesty, fraud, malicious conduct or alleged violent behaviour.
8. Any **legal proceedings** between:
 - (i) **you** and any members of **your family**;
 - (ii) any members of **your family**.
9. Any **legal proceedings** between the **insured person** and the **insured person's** spouse, partner or former spouse or partner including any dispute relating to the custody of children.
10. Any **legal proceedings** brought or transferred outside the **territorial limits**.
11. Any **legal proceedings** where a reasonable estimate of any **costs and expenses** to be paid would exceed a realistic valuation of the **insured person's** claim.
12. Any matter arising from, or relating to any business or trading activity or venture for gain undertaken by the **insured person** including but not limited to any personal guarantee (whether for gain or not) or investment in unlisted companies. Notwithstanding the provisions of this exclusion the **insurer** will indemnify the **insured person** in respect of **costs and expenses** incurred in the pursuit of **legal proceedings** arising from the **insured person's** contract of employment subject other wise to the terms and conditions of this policy.
13. A claim relating to written or verbal remarks which damage an **insured person's** reputation.
14. The defence of any **legal proceedings** arising from or relating to the **insured person's** liability in their capacity as a director or officer of any company.
15. Any **legal proceedings** where the **insured person** is indemnified by or entitled to be indemnified by:
 - (i) any other insurance policy; or
 - (ii) any policy which the **insured person** is required to hold by law.
16. A claim relating to a lease of land or buildings of less than 21 years, or a licence or tenancy of land or buildings. However, **we** do cover a dispute with a professional adviser in connection with the drafting of a lease, licence or tenancy agreement.
17. Notwithstanding Policy conditions 4 – Arbitration a dispute with MMA Insurance plc, **us** or the **insurer** unless the dispute falls.
18. Apart from **us**, the **insured person** is the only person who may enforce all or any part of this policy and the rights and interests arising from or connected with it. This means that the Contract (Rights of Third Parties) Act 1999 does not apply to the policy in relation to any third party rights or interests.
19. An application for judicial review.
20. Any **costs or expenses** arising directly or indirectly from:
 - (i) **equipment** failing correctly to recognise data representing year 2000 or any other date in such a way that it does not work properly or at all;
 - (ii) computer viruses, including any program or software which prevents any operation system, computer program or software working properly or at all.

This does not apply to any claim relating to compensation for bodily injury.

Customer Information

Section E – Legal Protection

Law Applicable to the Contract

The law applicable to this contract is subject to agreement between the parties. Unless a special endorsement to the contrary has been requested by you and agreed by **us** the law applying to this insurance contract will be as follows.

- (a) If **you** are applying for insurance protection as a private individual the law applicable to that part of the United Kingdom, Channel Islands or Isle of Man in which **you** or the first named policyholder normally resides
- or
- (b) If **you** are applying for insurance protection in **your** capacity as a sole trader the law applicable to that part of the **United Kingdom**, Channel Islands or Isle of Man in which **you** have **your** principle place of business
- or
- (c) If neither of the above applies the Law of England & Wales.

This insurance is issued in the **United Kingdom** by FirstAssist Insurance Services Limited, and underwritten by Great Lakes (UK) PLC.

FirstAssist Insurance Services Limited
is registered in England and Wales No. 04617110.

Registered office at Marshall's Court, Marshall's Road, Sutton,
Surrey SM1 4DU.

Great Lakes Reinsurance (UK) PLC is registered in England
and Wales No. 2189462.

Registered office at Plantation Place, 30 Fenchurch Street,
London, EC3M 3AJ.

FirstAssist Insurance Services Limited is authorised
and regulated by the Financial Services Authority.
FSA Register No. is 310671.

Great Lakes Reinsurance (UK) PLC is authorised
and regulated by the Financial Services Authority.
FSA Register No. is 202715.

You can check this information on the FSA's Register by
visiting the FSA's web site www.fsa.gov.uk/register or by
contacting the FSA on 0845 6061234.

FSCS Information

Great Lakes Reinsurance (UK) PLC is covered by the Financial Services Compensation Scheme. This provides compensation in case any of its members go out of business or into liquidation and are unable to meet any valid claims under its policies.

Further information can be obtained from the Financial Services Compensation Scheme (www.fscs.org.uk) or by contacting the FSCS at 7th Floor, Lloyds Chambers, Portsoken Street, London E1 8BN or by calling 0207 892 7300.

Complaints Procedure

As a customer of FirstAssist, **you** have the right to expect the best possible service and support. If **we** have not delivered the service that **you** expect or **you** are concerned with the service provided, **we** would like the opportunity to put things right.

Our complaints process

In **our** experience many problems can be resolved by speaking to the staff directly responsible for the handling of **your** policy or claim. They will do their best to address the problem and in **our** experience most issues can be resolved satisfactorily at this stage.

When **you** contact **us** **we** promise to;

- fully investigate your complaint
- keep **you** informed of progress
- do everything possible to resolve **your** complaint
- learn from **our** mistakes
- use the information from **your** complaint to proactively improve **our** service in the future.

If **your** complaint is not resolved or if **you** are unhappy with **our** response, then **you** can progress your complaint with **our** Customer Relations Team.

They will carry out a separate investigation and full review that will be concluded by **us** issuing a final response letter. **We** will issue **our** final response within eight weeks of **your** original complaint. If it is not possible to issue **our** response within this timescale **we** will write to **you** explaining why.

Customer Relations Office

FirstAssist Insurance Services Limited
Marshall's Court, Marshall's Road
Sutton, Surrey SM1 4DU
Telephone: 020 8652 1313
Fax: 020 8661 7604
Email: corporate.info@firstassistinsurance.co.uk

What to do if you are still not satisfied

If **you** are still not satisfied with **our** response then **you** may be able to refer **your** complaint to the Financial Ombudsman Service. **You** must approach the Financial Ombudsman Service within 6 months of **our** final response to **your** complaint. **We** will remind **you** of the time limits in **our** final response.

Financial Ombudsman Service

(Insurance Division)
South Quay Plaza, 183 Marsh Wall
London E14 9SR
Telephone: 0845 080 1800
Email: enquiries@financial-ombudsman.org.uk
Website: www.financial-ombudsman.org.uk

Customer Information

Section E – Legal Protection

continued

Your rights

We must accept the Ombudsman's final decision, but **you** are not bound by it and may take further action if **you** wish.

Your rights as a customer to take legal action remain unaffected by the existence or use of **our** complaints procedure. However the Financial Ombudsman Service will not adjudicate on any cases where litigation has commenced.

Please note that the Financial Ombudsman Service will only consider complaints if **you** are a private policyholder, a business with a group annual turnover of less than £1 million, a charity with an annual income of less than £1 million or a trustee of a trust with a net asset value of less than £1 million.

Data Protection Notice – How we protect your personal data

Introduction

Please make sure that **you** read and understand this Data Protection notice as it explains to **you** what **we** will do with the information that **you** give us. If **you** apply for **our** products and/or services it is highly likely that **we** will need both personal and sensitive data about yourself and anyone else who is covered by the application form in order to administer the insurance policy and any claims which may arise. **You** should show this notice to any other person covered under **your** insurance policy. If **your** application includes other individuals **we** will assume that they have given their consent to **you** for **you** to give their information to **us**.

The Data Controller

The Data Controller will be FirstAssist Insurance Services Limited.

Protection of your personal data

The security of **your** personal information is very important to **us** and **we** are compliant with all current data protection legislation. All personal information that **you** supply to **us** either in respect of yourself or other individuals in connection with **our** products and/or services will be treated in confidence by **us** and will be held by **us** for the purpose of providing and administering **our** products and services. This may involve the collection and processing of sensitive data (as defined in the Data Protection Act 1998) and if **you** complete an application form for **our** products and/or services you will be giving your consent to such information being processed by **us** (which may include other companies within the FirstAssist Group) or **our** agents. **Your** personal & sensitive data may also be shared with the underwriter of **our** insurance products.

It may be necessary to pass your personal and sensitive data to other companies for processing on **our** behalf. Some of these companies may be based outside Europe in countries

which may not have the laws to protect **your** personal data, but in all cases **we** will ensure that it is kept securely and only used for the purposes for which it was provided.

Inaccurate Data

If **you** believe that we are holding inaccurate information about **you**, please contact the team responsible for administering **your** policy and they will be happy to correct any errors.

Telephone calls

Please note that for **our** mutual protection telephone calls to FirstAssist may be monitored and/or recorded.

Fraud prevention, detection and claims history

In order to prevent and detect fraud **we** may at any time:

- Share information about **you** with other organisations and public bodies including the Police;
- Check and/or file your details with fraud prevention agencies and databases, and if **you** give us false or inaccurate information and **we** suspect fraud, **we** will record this. **We** and other organisations may also search these agencies and databases to:
 - Help make decisions about the provision and administration of insurance, credit and related services for **you** and members of **your** household;
 - Trace debtors or beneficiaries, recover debt, prevent fraud and to manage **your** accounts or insurance policies;
 - Check **your** identity to prevent money laundering, unless **you** furnish **us** with other satisfactory proof of identity;
 - Undertake credit searches and additional fraud searches.

We can supply on request further details of the databases **we** access or contribute to.

Customer Satisfaction Surveys

We aim to continuously improve the services **we** offer to **our** customers. Occasionally **we** carry out customer satisfaction surveys which may be for **our** own benefit or for more general interest, and **we** may need to collect further information about **you** in connection with them. Surveys will usually be carried out by FirstAssist but in some circumstances **we** will use an external firm. Your participation in such a survey is entirely optional but **your** help and feedback would be appreciated.

Marketing

We would like to keep you informed (by telephone, post or email) of selected products and services available from **us** and **our** carefully chosen suppliers. If **you** would prefer not to receive this information, please let **us** know when **you** call or write.

Claims

Section E – Legal Protection

How to make a claim under Section E – Legal Protection

To make a claim under this section **you** must:

1. Immediately telephone FirstAssist on 0844 902 0761 and provide them with **your** scheme reference code 70526.
2. FirstAssist may send **you** a Claims Form for completion. This should be returned with any relevant supporting documentation to:

FirstAssist Insurance Services Limited, Marshall's Court,
Marshall's Road, Sutton, Surrey SM1 4DU.

Email: personal.claims@firstassist.co.uk
3. On receipt of the Claims Form FirstAssist will contact **you** and inform **you** of the next steps to take.

NB: FirstAssist will not pay any legal costs which have been incurred without their consent. FirstAssist will nominate a representative on **your** behalf.

Policy Cover

Section F – Home Emergency

Your schedule shows if this Section applies to **your** Policy.

Cover under this section is managed by AXA Assistance (UK) Ltd and underwritten by Inter Partner Assistance SA, The Quadrangle, 106-118 Station Road, Redhill, Surrey RH1 1PR, registered number FCO08998.

Inter Partner Assistance SA is authorised by the Commission Bancaire, Financière et des Assurances (CBFA) in Belgium (their regulatory arm) and regulated by the Financial Services Authority (FSA) in the UK. The FSA is an independent non-governmental body, given statutory powers by the Financial Services and Markets Act 2000. The address of the FSA is 25 The North Colonnade, Canary Wharf, London E14 5HS. Information can be obtained either by telephoning their Consumer Helpline 0845 606 1234 (local call rates) or by visiting the following website: www.fsa.gov.uk

AXA Assistance (UK) Ltd provides the services and benefits described in this section of the policy during the **period of insurance** for which **you** have paid the premium.

Meaning of Words – Section F

The words set out below have meanings that only apply to this section of the policy.

Section A-D, E and G have their own meaning of words and appear in the relevant section of the policy.

approved contractor

A tradesperson authorised in advance by **AXA Assistance (UK) Ltd** to carry out repairs.

emergency

The result of a sudden and unforeseen incident at the **property** which immediately:

1. exposes the **insured** or a third party to a risk to their health; or
2. creates a risk of loss of or damage to the **property** and/or any of **your** belongings; or
3. renders the **property** uninhabitable.

This definition shall include damage to or breakdown of the **essential services** to the **property**.

emergency repairs

Work undertaken by an **approved contractor** to resolve the **emergency** by completing a **temporary repair**.

essential services

Mains drainage to the boundary of the **property**, water, electricity and gas within the **property** and the main source of heating where no alternative exists and the service is immediately necessary to prevent an **emergency**.

AXA Assistance (UK) Ltd

AXA Assistance (UK) Ltd, The Quadrangle, 106-118 Station Road, Redhill, Surrey RH1 1PR.

insured, you or your

The policyholder and/or any member of the policyholder's family normally living at the **property**.

IPA, we, us and our

Inter Partner Assistance SA, which is a wholly owned subsidiary of AXA Assistance and part of the worldwide AXA Insurance Group, located at The Quadrangle, 106-118 Station Road, Redhill, Surrey RH1 1PR.

period of insurance

From the commencement date for the period for which the premium has been paid.

permanent repair

Repairs and/or work required to put right the damage caused to the **property** by the **emergency**.

property

Your principle permanent place of residence, comprising private dwelling, garage and outbuildings used for domestic purposes in the United Kingdom.

temporary repair

The repair that will resolve the **emergency** but may need to be replaced by a **permanent repair**.

Policy Cover

Section F – Home Emergency

continued

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

WE WILL PAY FOR:	WE WILL NOT PAY FOR:
1. The following Emergency incidents: • plumbing problems related to leaking pipes, blocked drains or leaking radiators; • blockages in toilet waste pipes; • sudden and unforeseen roofing problems such as leaks or tiles blown off during a storm or bad weather; • broken or damaged door locks presenting a security risk to the property or preventing you from gaining access to the property; • gas or electricity failure within the property; • central heating or boiler failure; • hot water failure. 2. Domestic Emergency If you suffer an emergency at your property you should tell us on the emergency telephone number 0844 902 0763. We will then: (a) advise you how to protect yourself and the property immediately; (b) organise and pay up to £500 including VAT, call out, labour, parts and materials to carry out an emergency repair or, if at a similar expense, a permanent repair.	• any leaking or dripping tap that requires re-washing or replacing, external overflows or replacement of cylinders, tanks, radiators and sanitary ware; • burst or leaking flexible hoses which can be isolated or leaking washing appliances; • external water supply pipes; • failure of the boiler or the heating occurring in the months of May to August inclusive; • failure of boilers or heating systems that have not been inspected or serviced by a qualified person within the preceding twelve months; • boilers over 15 years old; • replacement of light bulbs and fuses in plugs; • descaling and any work arising from hard water scale deposits or from damage caused by aggressive water or sludge resulting from corrosion. Signs that work is needed may include a noisy boiler, sludged up pipes or poor circulation; • breakdown or loss of or damage to domestic appliances (including showers), saniflow toilets and other mechanical equipment; • damage to boundary walls, hedges, fences or gates; • LPG fuelled, oil fired, warm air, solar and un-vented heating systems or boilers with an output over 60 kw/hr; • electricity supply to, or failure of, burglar/fire alarm systems, CCTV surveillance or to swimming pools and their plumbing or filtration systems; • septic tanks.

Customer Information

Section F – Home Emergency

Cancellation Rights

1. If this cover does not meet **your** requirements, please return all **your** documents within 14 days of receipt and providing no claims have been made **we** will refund **your** premium in full.
2. **We** may cancel this section of the policy by giving **you** at least 7 days' notice at **your** last known address. If **we** cancel the policy, **we** will refund the premium paid for the remainder of the current **period of insurance**, unless a claim has been made. **We** reserve the right to refuse renewal of any individual cover.

Parts Availability

Availability of parts is an important part of the service. However, there may be times when replacement parts are delayed because of circumstances beyond **our** control. In these cases **we** will not be able to avoid delays in repair.

There also may be occasions where parts are no longer available. In these situations **we** will ensure **your property** is safe and if required, the **approved contractor** will provide **you** with a quotation for a suitable repair.

A Promise of Service

We wish to provide **you** with a high standard of service. Very occasionally **we** receive complaints which **we** investigate at once. Every effort is made to resolve them to **your** satisfaction.

Complaints Procedure

If **you** have a complaint, please write to:

Quality Manager
AXA Assistance (UK) Ltd
The Quadrangle
106-118 Station Road
Redhill
Surrey
RH1 1PR.

If **your** complaint relates to the service **you** experienced as a result of a claim and **you** feel that the matter has not been resolved satisfactorily, **you** should write to the Managing Director of **AXA Assistance (UK) Ltd** at the above address. In the unlikely event that **you** are not satisfied with the response from **AXA Assistance (UK) Ltd**, **you** can ask **us** for details of FOS, the Financial Ombudsman Service.

The existence of these procedures does not affect **your** right to take legal proceedings.

Financial Services Compensation Scheme (FSCS)

Inter Partner Assistance SA is a member of the Financial Services Compensation Scheme (FSCS). The FSCS is a safety net for customers of financial services firms should the firm not be able to meet its liabilities. Further information can be obtained from either **AXA Assistance (UK) Ltd** or on www.fscs.org.uk

Policy Conditions

Section F – Home Emergency

These conditions control the operation of the policy cover for Section F.

1. No costs for repairs are payable under this insurance, unless **we** have been notified by **you** or a person calling on **your** behalf through the 24-hour claims services telephone number provided and have authorised an **approved contractor** in advance.
2. **You** must quote **your** policy number when calling for help. **You** must produce the relevant identification on the demand of the **approved contractor** or **our** other nominated agent.
3. If any loss, damage or expense covered under this insurance policy is also covered by any other insurance or maintenance contract, **we** will not pay more than **our** fair share (rateable proportion) of any claim.
4. This insurance does not cover normal day to day maintenance at **your property** that **you** should do. Nor does it pay for replacing items that wear out over a period of time or replacement of parts on a like for like basis where the replacement is necessary to resolve the immediate **emergency**.
5. **You** must co-operate with **us** in obtaining reimbursement of any costs **we** incur under the terms of this cover, which may have been caused by the action of a third party against whom **you** have a legal right of action.
6. This certificate is subject to English Law and the parties submit to the non-exclusive jurisdiction of the English Courts.

Policy Exceptions

Section F – Home Emergency

These are the events and liabilities **we** do not cover under Section F.

1. Loss or damage arising from circumstances known to **you** prior to the start date of this insurance.
2. The cost of replacement parts due to natural wear and tear or any loss or damage arising there from.
3. Loss or damage, however caused, to personal items like paintings, electrical goods, jewellery, clothing etc.
4. Loss or damage arising from disconnection or interruption of mains services by the deliberate act of the utility company concerned or any equipment or services which are the responsibility or **property** of the utility company.
5. Any cost relating to the attempted repair by **you** or **your** own contractor.
6. Any defect, damage or failure caused by malicious or wilful action, negligence, misuse, third party interference or faulty workmanship, including any attempted repair or modification which does not comply with recognised industry standards.
7. Any **emergency** in a **property** that has been unoccupied for more than 30 consecutive days.
8. Any loss arising from subsidence caused by bedding down of new structures, demolition or structural repairs or alterations to the **property**, faulty workmanship or the use of defective materials, or river or coastal erosion.
9. Any loss or damage arising as a consequence of:
 - (i) war, invasion, act of foreign enemies, terrorism, hostilities (whether or not war is declared), civil war, rebellion, revolution, insurrection, coup, riot or civil disturbances;
 - (ii) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from combustion of nuclear fuel, the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or its nuclear component.
10. Any loss, injury, damage or legal liability arising directly or indirectly from, or consisting of the following: the failure or inability of any equipment to correctly recognise or interpret data representing any date, in such a way that it does not work properly at all.

Claims

Section F – Home Emergency

How to make a claim under Section F – Home Emergency

This insurance is not a household buildings or contents policy or an equipment maintenance contract. It complements your household insurance policies, providing benefits and services which are not normally available under such policies.

To obtain **emergency** assistance contact the 24-hour **Emergency** Helpline on: **0844 902 0763**

You should have the following information available upon request:

- **your** home postcode
- **your** policy number
- an indication as to the nature of the problem.

How your claim is settled under Section F – Home Emergency

If **you** require assistance in sourcing a tradesman in relation to a matter that is not covered by this insurance, **we** will try to help **you**. **You** will, however, be responsible for paying all of the tradesman's costs.

Data Protection

Details of **you**, **your** insurance cover and claims will be held by **us** for underwriting, processing, claims handling and fraud prevention, subject to the provisions of the Data Protection Act 1998.

Policy Cover

Section G – Pest Cover

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

Cover under this section is underwritten by Inter Partner Assistance SA and managed by AXA Assistance (UK) Ltd.

Definitions

Wherever the following words or expressions appear in bold type, they have the meaning given to them below.

Sections A-D, E and F have their own meanings of words (Definitions) and appear in the relevant section of the policy.

contractor

A qualified person approved and instructed by us to carry out work for **you**.

contractor's charges

The cost of the **contractor's** call-out charge, labour charges, parts and materials in repairing, rectifying, limiting or preventing damage to the **home**.

emergency or emergencies

A sudden and unforeseen infestation of **your home** by **pests** that if not dealt with quickly will:

- (a) cause risk to **your** health and/or damage to **your home**;
- (b) make the **home** uninhabitable;
- (c) in respect of clothes moths, cause further damage to the contents of the **home**.

The **emergency** must happen at least 14 days after the start of the **first period of insurance**.

The **insurer** will treat all **emergencies** linked by cause or time as one **emergency**.

first period of insurance

The first period of this insurance which has remained continuously in force.

geographical limits

Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.

helpline

The helpline operated by **us**.

home

Your principal private residence within the **geographical limits**, including cellars and adjoining outbuildings. Where the **emergency** relates to wasps' and hornets' nests, gardens are included.

insurer

Inter Partner Assistance SA, who is authorised and regulated by the Financial Services Authority.

limit of cover

The maximum amount the **insurer** will pay in respect of any one claim arising from an **emergency** is £150.

period of insurance

12 calendar months from the start date set out in **your** schedule.

pest(s)

- (a) wasps' and/or hornets' nests;
- (b) rats;
- (c) mice;
- (d) clothes moths.

we, us or our

AXA Assistance (UK) Ltd, acting on behalf of the **insurer** to manage this insurance. AXA Assistance (UK) Ltd is authorised and regulated by the Financial Services Authority.

you or your

The policyholder named in the schedule.

Policy Cover

Section G – Pest Cover

continued

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

WE WILL PAY FOR:	WE WILL NOT PAY FOR:
The insurer will pay the contractor's charges up to the limit of cover in dealing with the professional extermination and/or control of pests in the event of an emergency.	The insurer will not pay for claims arising directly or indirectly from or relating to: (a) an event which is not an emergency; (b) any decorative or cosmetic part of any equipment; (c) your own negligence or deliberate act; (d) food, drinks, telephone calls or other incidental expenses; (e) the home being left unoccupied for 30 consecutive days or more; (f) the interruption or disconnection of utility services to the home, however caused, or the failure or breakdown of the electricity or water or gas supply or gas leaks; (g) loss or damage to any property as a consequence of a claim; (h) malfunction to any computer software or operating systems; (i) charges which are more specifically insured or any amount that you cannot recover from a more specific insurance because the insurer refuses the claim; (j) charges arising from your failure to comply with a reasonable request from us or our agent, concerning the assistance being provided to you; (k) where at or before the start of the first period of insurance in our reasonable opinion you were aware that a claim was likely to be made; (l) your failure to follow recommendations made by us or by the contractor on pest prevention and hygiene measures; (m) charges we have not approved or authorised as to amount and purposes; (n) call-out charges if there is no-one at the home when the contractor arrives; (o) charges where we have not been notified promptly of the emergency prior to expenses being incurred and the insurer has incurred extra expense as a result of your failure; (p) charges where having contacted us you arrange for work to be carried out by other means; (q) fraud or where false information has been provided to us; (r) ionising radiations or contamination by radioactivity from any radiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;

Policy Cover

Section G – Pest Cover

continued

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

WE WILL PAY FOR:	WE WILL NOT PAY FOR:
	(s) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or any nuclear component; (t) war, terrorism, piracy, riot, revolution or other similar event; (u) any software, stored program, computer, device or system failing (or partly failing) because of a date-based event; (v) confiscation, nationalisation, compulsory purchase, requisition, destruction of or controls placed on or damage to property by or under the order of any government or public or local authority; (w) pollution or contamination of any kind.

Customer Information

Section G – Pest Cover

Customer Satisfaction

It is always **our** intention to provide **you** with a first class standard of service.

If however **you** are not satisfied with any part of the service **you** have received, then please address **your** concerns to:

The Quality Manager
AXA Assistance (UK) Ltd
The Quadrangle
106-118 Station Road
Redhill
Surrey
RH1 1PR

Should **you** remain dissatisfied with the outcome, **you** can refer the complaint to the Financial Ombudsman Service at:

Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London E14 9SR
Telephone: 0845 080 1800

This procedure will not prejudice **your** legal rights.

Policy Conditions

Section G – Pest Cover

Conditions that apply to this Section of the Policy.

These conditions control the operation of the policy cover for Section G.

1. Your Duties

You must:

- (a) take reasonable care of and maintain the **home** and its equipment in good order and take all reasonable steps to prevent loss or damage;
- (b) notify **us** promptly of any change in details of the **home**;
- (c) co-operate with **us** at all times and provide us with all information that **we** request from **you**.

The **insurer** may take proceedings at its own expense in **your** name to recover any money paid under this insurance.

If **you** fail to comply with these conditions, the **insurer** may refuse to pay any claim or part of a claim arising as a result of **your** failure.

2. Premium

The policyholder named in the schedule must have paid the relevant premium and have been declared to **us** as having done so.

3. Waiver

If **we** or the **insurer** waive(s) any right or breach of any term of this policy, this will not waive any other right or later breach.

4. Transferring your Rights

You cannot transfer **your** rights under this policy. A person, partnership (whether limited or not) or company who is not a party to this policy has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

5. Cancellation

You or the **insurer** can cancel this policy by giving 14 days' notice in writing to the other. If **we** cancel, **you** may be entitled to a pro rata refund of the premium, so long as **you** have not made a claim.

6. Notices

We may send notices and letters on behalf of the **insurer** to the address set out in the policy schedule. **Our** address is set out in the Customer Satisfaction section on the previous page and notices and letters will be accepted on behalf of the **insurer** at that address.

7. Disputes

Either **you** or **we** may refer any dispute to an arbitrator who will be a solicitor or barrister. If **we** cannot agree on an arbitrator, the Chartered Institute of Arbitrators will choose one. The arbitration will be under the Arbitration Acts in force and will be binding on the parties. If the arbitrator decides that **you** should pay the costs of the arbitration, the **insurer** will not pay these under this policy.

8. The Law that Applies

You and the **insurer** can choose the law that applies to this policy. The **insurer** proposes that English Law applies. Unless **you** and the **insurer** agree otherwise, English Law will apply to this policy.

Claims

Section G – Pest Cover

How to make a claim under Section G – Pest Cover

Telephone the **helpline** on **0844 902 0765** quoting reference MMA Pest Cover and provide details of the problem. To ensure an accurate record, **your** telephone conversation will be recorded.

All requests for assistance must be made to the helpline and not to the **contractor** direct, otherwise the claim will not be covered.

The **helpline** will discuss with **you** the assistance **you** require and obtain a suitable **contractor**, provided that the work is not prevented by any of the following:

- (a)** adverse weather conditions;
- (b)** industrial disputes (official or otherwise);
- (c)** failure of the public transport system, including the road and railway networks and repairs to them; or
- (d)** other circumstances preventing access to the **home** or making it impractical to carry out the necessary work.

How your claim is settled for Section G – Pest Cover

The **helpline** and the **contractor** will have reasonable discretion as to when and how work is undertaken.

An incident which could result in serious property damage or personal injury should be notified immediately to the appropriate utility supplier and/or the emergency services.

If **you** have followed the correct claims procedure above, the **contractor** will charge the cost of all work covered by this insurance directly to **us**.

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- 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.

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