

www.mma-insurance.com

MMA Lifestyle

Household Insurance 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 7-8 and policy exceptions set out on page 9 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

- For Online Claims Assistance complete **our** Online Claims Form at **www.mma-insurance.com**
- Telephone MMA on **0844 902 0789** or fax **0845 604 8628**
- Write to: **MMA Property Care Line, PO Box 471, Cardiff CF10 3WJ**
- See pages 23-24 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 section E:

Check **your schedule** to see whether **you** have purchased this section

• **Family Plus Legal Protection (Section E) –**

0844 902 0769

See page 31 for full details of how to make a claim

For claims under section F:

• **Home Emergency (Section F) –**

0844 902 0763

See page 36 for full details of how to make a claim and how **your** claim is settled

Helplines

These helplines are available when Section E, Family Plus Legal Protection is shown as covered on your schedule.

These services are provided by DAS Legal Expenses Insurance Company Limited. The advice given is free of charge. The services are provided 24 hours a day, 7 days a week during the **period of insurance**. All helplines apply to the United Kingdom of Great Britain and Northern Ireland unless otherwise stated.

When telephoning please make sure **you** have **your** policy number to hand.

Eurolaw Legal Advice Service

This helpline gives an **insured person** confidential legal advice on any personal legal problem, under the laws of the member countries of the European Union, the Isle of Man, the Channel Islands, Switzerland and Norway.

Tax Advice Service

Use this service for confidential advice on personal tax matters.

Health and Medical Information Service

This helpline gives information on general health issues, and non-diagnostic advice on medical matters. Advice can be given on allergies, the side effects of drugs and how to improve overall health. Information is available on all health services including hospital waiting lists. Between the hours of 7pm and 9am we will take a message and one of our health and medical advisors will contact the **insured person** the next day or at an agreed time.

For the following four assistance services, **you** will be responsible for paying the costs for the help provided.

Domestic Help

If an **insured person** has a domestic emergency in the home, such as a burst pipe, blocked drain, broken window or building damage, **we** will arrange help or repairs needed.

Veterinary Assistance

If an **insured person's** pet is ill or injured **we** can help find a vet who can offer treatment.

Childcare Assistance*

Following an emergency (such as illness or injury to an **insured person**) or if a regular child minder cannot attend or an **insured person** has to leave children at home unexpectedly, this helpline will help in making alternative childcare arrangements.

Home Assistance*

This helpline will arrange assistance following an emergency (such as illness or injury to an **insured person**) when help is needed to run the home. **We** can help find cleaning staff, au pairs and housekeepers.

***We can provide insured persons with contact details for these services 24 hours a day seven days a week, but most of them only work during standard office hours. Outside of these times, we will contact them for the insured person the next working day and call the insured person back.**

**TO CONTACT THESE SERVICES,
TELEPHONE: 0844 902 0769.**

Counselling

An **insured person** will be provided with a confidential counselling service over the telephone, including, where appropriate, onward referral to relevant voluntary or professional services.

**TO CONTACT THE COUNSELLING HELPLINE,
TELEPHONE: 0117 934 2121.**

We will not accept responsibility if the Helpline Services are unavailable for reasons **we** cannot control.

To help check and improve service standards **we** record all calls except those to the Counselling Service.

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 and F 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.

bodily injury

Death, illness, injury or disease.

buildings

The **home**, its permanent **fixtures and fittings**, wooden laminate or vinyl floor 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 the amount in **your schedule**;
- Carpets whether fitted or not;
- **High risk items** up to the limits shown in **your schedule**;
- **Works of art** up to the limits shown in **your schedule**;
- Household goods 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 the amount shown in **your schedule**;
- 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 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, other than provided under paragraph 25 of Section B;
- Mobile phone airtime.

credit cards

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

excess

The amount specified 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.

garden

The flower beds, lawns, plants, shrubs or trees, ornaments or statues in the **garden** within the boundary of the land belonging to the **home**.

Meaning of Words

Sections A-D

continued

high risk items

- Any collections of stamps, coins, medals or banknotes;
- Articles made of gold, silver, precious metals or precious stones;
- Clocks, excluding grandfather clocks;
- Jewellery, watches or furs;

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 in **your schedule**, the private dwellings, its 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 on timber.

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.

works of art

- Carvings;
- Curios;
- Drawings
- Objets d'art;
- Pictures or paintings;
- Sculptures.

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 **your** broker or intermediary who arranged the 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 Family Plus Legal Protection Insurance (Section E) telephone 0117 934 0066 or write to DAS Legal Expenses Insurance Company Ltd, DAS House, Quay Side, Temple Back, Bristol BS1 6NH or e-mail customerrelations@das.co.uk.

For Home Emergency (Section F) write to the Customer Relations Department, Homeserve Claims Management Ltd, Fulwood Park, Caxton Road, Fulwood, Preston PR2 9NZ.

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 www.mma-insurance.com.

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, Portsoken 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 fraud prevention agencies. If false or inaccurate information is provided and fraud is suspected details will be passed to these agencies to prevent fraud and money laundering. **You** can find out further details explaining how the information held by fraud prevention agencies may be used by contacting **us** at info@mma-insurance.com.

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 7 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 and F have their own policy conditions which are detailed on pages 29 and 35 respectively.

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 sum insured shown in the policy or **your schedule**;
- (e) if **you** or a member of **your family** or anyone currently living with **you** 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 6 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.

6. Fraud

If **you** or any member of **your family** makes a claim under this policy which is in any part false, exaggerated or 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.

Policy Conditions

Sections A-D

continued

7. Index Linking

The **buildings** sum insured is automatically adjusted in line with changes in the House Rebuilding Cost Index issued by the Royal Institution of Chartered Surveyors or an alternative appropriate index. The **contents** and unspecified and specified **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 are available on request.

No claims discount is not applicable to Sections E and F 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 pages 30 and 36 respectively.

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:	<ul style="list-style-type: none"> The excess which is shown on your schedule under all paragraphs of this section except paragraph 19. Wet and 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: <ul style="list-style-type: none"> 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: <ul style="list-style-type: none"> 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: <ul style="list-style-type: none"> 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: <ul style="list-style-type: none"> by you, a member of your family, lodgers, guests, tenants or employees; while the home is unoccupied or unfurnished.
8. Impact or collision by: <ul style="list-style-type: none"> (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 .	(b) Loss or damage caused by your pets.
9. Falling aerials (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:
<p>10. Subsidence or ground heave of the site that the buildings stand on or landslip.</p>	<p>Damage caused by or resulting from:</p> <ul style="list-style-type: none"> coastal or river erosion; faulty design, workmanship or the use of defective materials; demolition, structural alteration or repair to the buildings; the movement of solid floor slabs unless the foundations beneath the external walls of the 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. <p>Damage:</p> <ul style="list-style-type: none"> to walls, gates, fences, paths, drives, terraces, patios, swimming pools, tennis courts, cesspits, septic tanks, central heating fuel tanks unless the 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.
<p>THE FOLLOWING COVERS ARE ALSO INCLUDED IN THIS SECTION</p>	
<p>11. Frost Damage. Frost damage to interior fixed domestic water or heating installation in the home.</p>	<p>Damage caused while the home is unoccupied or unfurnished.</p>
<p>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.</p>	<p>Breakage caused while the home is unoccupied or unfurnished.</p>
<p>13. Cables, Pipes and Tanks. Accidental damage for which you are legally responsible to any cables, underground service pipes, drains or underground tanks servicing the home.</p>	<ul style="list-style-type: none"> 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.
<p>14. Trace and Access. Following damage insured by paragraph 6 we will also pay the costs you incur in locating the source of the damage up to the amount shown in your schedule.</p>	<ul style="list-style-type: none"> Damage caused while the home is unoccupied or unfurnished.
<p>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:</p> <ul style="list-style-type: none"> the costs of complying with any government or local authority requirement; fees to architects, surveyors and consulting engineers; legal fees; the cost of clearing the site and making it and the home safe. 	<p>Costs or fees for preparing and handling a claim under this section.</p> <p>Costs of complying with requirements that you were given notice of before the damage occurred.</p> <p>Costs for undamaged parts of the buildings except the foundations of the damaged parts.</p>

Policy Cover

Section A – Buildings

continued

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

WE WILL PAY FOR:	WE WILL NOT PAY FOR:
<p>16. Temporary Accommodation and Loss of Rent. If your home is uninhabitable due to damage insured by this section:</p> <ul style="list-style-type: none"> • 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. <p>The most we will pay is shown in your schedule.</p>	
<p>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.</p>	
<p>18. Emergency Access. Loss or damage to the buildings caused by a member of the emergency services breaking into the home:</p> <ul style="list-style-type: none"> • to rescue you, a member of your family, lodgers, guests, tenants or employees; • to prevent loss or damage to your home. <p>The most we will pay is shown in your schedule.</p>	
<p>19. 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:</p> <ul style="list-style-type: none"> • bodily injury to any person or • accidental loss or damage to property not belonging to you, <p>during the period of insurance, which arises out of:</p> <p>(a) you owning but not occupying the buildings and their land; or</p> <p>(b) your previous ownership of any private property under Section 3 of the Defective Premises Act 1972.</p> <p>We will also pay legal costs and expenses incurred with our consent in connection with defending such claim.</p> <p>The most we will pay (inclusive of claimants and defence legal costs and expenses agreed by us in writing) for any claim or series of claims arising from any one event or one source or original cause is shown in your schedule.</p>	<p>Liability arising directly or indirectly from:</p> <ul style="list-style-type: none"> • any contract or agreement that says you or a member of your family are liable for something which you or they would not otherwise have been liable for; • the occupation of the buildings; • any business or professional use of the buildings. <p>Liability for:</p> <ul style="list-style-type: none"> • 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.

Policy Cover

Section A – Buildings

continued

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

WE WILL PAY FOR:	WE WILL NOT PAY FOR:
<p>20. Accidental Damage.</p> <p>This cover only applies if you have selected it and it is shown on your schedule.</p> <p>Accidental Damage to the buildings.</p>	<p>Any loss or damage which we have indicated that we will not pay for under paragraphs 1-14 of this section.</p> <p>Damage occurring whilst:</p> <ul style="list-style-type: none"> • 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. <p>Damage caused by or arising from:</p> <ul style="list-style-type: none"> • insects, parasites, vermin, fungus or mildew; • chewing, scratching, tearing or fouling by 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.
<p>IMPORTANT NOTE IN RESPECT OF Paragraph 19. Property Owners Liability</p> <p>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.</p> <p>If you are the owner and occupier of the building, 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.</p>	

Policy Cover

Section B – Contents

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

WE WILL PAY FOR:	WE WILL NOT PAY FOR:
<p>Loss or damage to contents which you own or which you are legally responsible for whilst:</p> <ul style="list-style-type: none"> • in the home; • permanently or temporarily in the open within the boundary of the land belonging to the home up to the amount shown in your schedule. <p>Caused by:</p>	<ul style="list-style-type: none"> • The excess which is shown on your schedule under all paragraphs of this section except paragraphs 29 and 30. • 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.
<p>1. Fire, explosion, lightning or earthquake.</p>	
<p>2. Smoke.</p>	
<p>3. Riot, civil commotion, strikes, labour or political disturbances.</p>	
<p>4. Malicious acts.</p>	<p>Loss or damage caused:</p> <ul style="list-style-type: none"> • by you, a member of your family, lodgers, guests, tenants or employees; • while the home is unoccupied or unfurnished. <p>Any amount over the limit shown in your schedule for loss or damage to the contents contained in garages or outbuildings at the home.</p>
<p>5. Storm or flood.</p>	<p>Loss or damage to Contents:</p> <ul style="list-style-type: none"> • 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.
<p>6. (a) Water escaping from any fixed domestic water or heating installation, washing machine, dishwasher, refrigerator, freezer or fixed fish tank. (b) Oil escaping from any fixed domestic heating installation.</p>	<p>Loss or damage caused:</p> <ul style="list-style-type: none"> • while the home is unfurnished or unoccupied; • by the escape of water from guttering, rainwater downpipes, roof valleys and gullies.
<p>7. Theft or attempted theft.</p>	<p>Loss or damage caused:</p> <ul style="list-style-type: none"> • 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; • to the contents contained in garages or outbuildings at the home over the amount shown in your schedule.
<p>8. Impact or collision by:</p> <p>(a) Aircraft or items dropped from them or other flying objects.</p> <p>(b) Vehicles or animals.</p> <p>(c) Falling trees or branches.</p>	<p>(b) Loss or damage caused by your pets.</p>
<p>9. Falling aerials (including satellite receiving equipment) their fittings and masts.</p>	
<p>10. Subsidence or ground heave of the site that the buildings stand on or landslip.</p>	<p>Damage caused by or resulting from:</p> <ul style="list-style-type: none"> • 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

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	
<p>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.</p>	<p>Loss or damage caused while the home is unoccupied or unfurnished.</p>
<p>12. Loss of Oil and Metered Water. Loss of metered water or oil from the home following accidental damage to the water or heating system. The most we will pay is shown in your schedule.</p>	<p>Loss or damage caused while the home is unoccupied or unfurnished.</p>
<p>13. Audio, Visual and Computer Equipment. Accidental damage:</p> <ul style="list-style-type: none"> • 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. 	<p>Damage to:</p> <ul style="list-style-type: none"> • 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; <p>Loss or damage caused:</p> <ul style="list-style-type: none"> • while the home is unoccupied or unfurnished; • by computer viruses; • by pets. <p>The cost of remaking any film, disc or tape, or the value of any information contained on it or recovering any digitally held media.</p>
<p>14. Legally Downloaded Audio/Visual Files. Loss of damage insured by Section B paragraphs 1 to 10 to legally downloaded audio/visual files. The most we will pay is shown in your schedule.</p>	<ul style="list-style-type: none"> • any illegally downloaded files or files where proof of purchase cannot be provided. • the clerical labour and computer timetaken to reinstate the files.
<p>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.</p>	<p>Loss or damage:</p> <ul style="list-style-type: none"> • caused by cracking, scratching or breakage of china, marble, glass or similar brittle articles, unless packed by professional packers; • that is not reported within 7 days of delivery to a new home; • 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:
<p>16. Contents Temporarily Removed.</p> <p>Loss or damage to contents within the United Kingdom while temporarily away from the home up to a maximum of 90 days caused by:</p> <ul style="list-style-type: none"> • Section B paragraphs 1-6 and 8-10; • theft or attempted theft from: <ul style="list-style-type: none"> – 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. <p>The most we will pay is shown in your schedule.</p>	<p>Loss or damage to contents which is not in a building caused by storm, flood, theft or malicious damage.</p> <p>Loss or damage caused by theft or attempted theft, unless following forcible or violent entry to or exit from the building being:</p> <p>(a) a building where you or a member of your family are living temporarily;</p> <p>(b) a building where you or a member of your family are employed or engaged in business.</p> <p>Theft of personal money.</p> <p>Loss or damage to contents:</p> <ul style="list-style-type: none"> • 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.
<p>17. Students Cover.</p> <p>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.</p> <p>The most we will pay is shown in your schedule.</p>	<p>Loss or damage caused by theft or attempted theft from a building unless following forcible or violent entry to or exit from the building.</p>
<p>18. Temporary Accommodation.</p> <p>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.</p> <p>The most we will pay is shown in your schedule.</p>	
<p>19. Loss of Keys.</p> <p>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.</p> <p>The most we will pay is shown in your schedule.</p>	
<p>20. Title Deeds.</p> <p>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.</p> <p>The most we will pay is shown in your schedule.</p>	

Policy Cover

Section B – Contents

continued

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

WE WILL PAY FOR:	WE WILL NOT PAY FOR:
<p>21. Religious Festivals and Wedding Gifts.</p> <p>We will increase the contents sum insured as shown in your schedule;</p> <ul style="list-style-type: none"> during your Religious Festival to cover gifts and extra food and drink; for one month before and after the birthday or wedding day of you or a member of your family to cover birthday or wedding gifts and extra food and drink at the home, at the reception or in transit between the home and the reception. 	
<p>22. Freezer Contents.</p> <p>Loss or damage to food or drink in any freezer in the home caused by:</p> <ul style="list-style-type: none"> a change in temperature of the freezer; contamination by the escape of refrigerant or refrigerant fumes. <p>The most we will pay is shown in your schedule.</p>	<p>Loss or damage caused by the deliberate act of the supply authority.</p>
<p>23. Personal Money and Credit Cards.</p> <p>(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 shown in your schedule.</p> <p>(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 shown in your schedule.</p>	<p>(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.</p> <p>(b) Any loss not reported to the issuing company immediately after discovery. Liability following breach of the terms and conditions of use.</p>
<p>24. Visitors Cover.</p> <p>The contents which are owned by visitors to the home or by your resident domestic employees are covered whilst in the home against loss or damage insured by Section B paragraphs 1-10. The most we will pay is shown in your schedule.</p>	

Policy Cover

Section B – Contents

continued

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

WE WILL PAY FOR:	WE WILL NOT PAY FOR:
<p>25. Garden Cover.</p> <p>The garden is covered against loss or damage insured by Section B paragraphs 1-5 and 7-10.</p> <p>The most we will pay is shown in your schedule.</p>	<p>Loss or damage caused by:</p> <ul style="list-style-type: none"> • collision by insects, birds or your pets; • frost damages; • flooding to lawns; • theft or malicious acts while the home is unoccupied or unfurnished.
<p>26. Fatal Accident.</p> <p>We will pay the amount shown in your schedule if you or your spouse/partner die within 30 days as a direct result of an injury caused by a fire or an assault by thieves in the home.</p>	
<p>27. Removing Squatters.</p> <p>If squatters move into the home we will pay:</p> <ul style="list-style-type: none"> • the legal costs of moving the squatters out (as long as we have agreed to these costs in writing); • the reasonable costs of similar accommodation for you, your family and your pets. <p>The most we will pay is shown in your schedule.</p>	<p>Any claim involving squatters while the home is unoccupied or unfurnished.</p>
<p>28. Removing Nests.</p> <p>We will pay for the nests of rats, mice, cockroaches, wasps and bees to be removed from the home.</p> <p>The most we will pay in any one period of insurance is shown in your schedule.</p>	
<p>29. Tenants Liability Cover.</p> <p>(a) Fixtures and fittings, greenhouses and sheds installed by you at the home and for which you are responsible;</p> <p>(b) The structure, decorations, fixtures and fittings of the home that you are responsible for as a tenant under a tenancy agreement;</p> <p>are covered against loss or damage insured by Section A paragraphs 1-12 of this policy.</p> <p>The most we will pay is shown in your schedule.</p>	

Policy Cover

Section B – Contents

continued

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

WE WILL PAY FOR:	WE WILL NOT PAY FOR:
<p>30. Occupiers and Personal Liability.</p> <p>(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:</p> <ul style="list-style-type: none"> (a) bodily injury to that person; or (b) accidental loss or damage to property not belonging to you; <p>which occurs during the period of insurance and which arises out of:</p> <ul style="list-style-type: none"> (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. <p>We will also pay legal costs and expenses incurred with our consent in connection with defending any such claim.</p> <p>The most we will pay (inclusive of claimants and defence legal costs and expenses agreed by us in writing) for any claim or series of claims arising from any one event or one source or original cause is shown in your schedule.</p> <p>(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.</p> <p>We will also pay legal costs and expenses incurred with our consent in connection with defending any such claim.</p> <p>The most we will pay for (inclusive of claimants and defence legal costs and expenses agreed by us in writing) for any claim or series of claims arising from any one event or one source or original cause is shown in your schedule.</p>	<p>Liability arising from:</p> <ul style="list-style-type: none"> • bodily injury to you or a member of your family or to a person employed by you or a member of your family; • damage to property (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: <ul style="list-style-type: none"> – 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:
<p>31. Accidental Damage.</p> <p>This cover only applies if you have selected it and it is shown on your schedule.</p> <p>Accidental damage to the contents while in the home.</p>	<p>Any loss or damage shown as not insured under the contents section, paragraphs 1-10.</p> <p>Loss or damage occurring whilst:</p> <ul style="list-style-type: none">• 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. <p>Any damage to glass, china, porcelain, earthenware, stone or other fragile material whilst it is being handled or used, over the amount shown in your schedule.</p> <p>Damage to clothing or contact lenses.</p> <p>Damage caused by or arising from:</p> <ul style="list-style-type: none">• insects, parasites, vermin, fungus or mildew;• chewing, scratching, tearing or fouling by 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:
<p>Theft or accidental loss of or accidental damage to:</p> <ol style="list-style-type: none">1. Unspecified personal possessions;2. Specified personal possessions listed in your schedule; <p>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.</p>	<p>The excess shown in your schedule.</p> <p>Loss or damage from the home caused by theft, attempted theft or malicious acts, while the home is left unoccupied or unfurnished.</p> <p>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.</p> <p>Any loss of property from an unattended road vehicle over the amount shown in your schedule.</p> <p>Loss or damage to sports equipment whilst in the course of play or use.</p> <p>Loss or damage caused by or arising from:</p> <ul style="list-style-type: none">• 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;• any process of cleaning, drying, dyeing, heating or washing.

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:
<p>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.</p>	<p>The excess shown in your schedule.</p> <p>Loss or damage while the pedal cycle is being used for racing, rallies, pacemaking or trials.</p> <p>Loss of or damage to accessories or tyres unless the pedal cycle is lost or damaged at the same time.</p> <p>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.</p> <p>Loss or damage caused by cleaning, repairing or restoring.</p> <p>Loss of value.</p> <p>More than the amount shown in your schedule.</p>

Claims

Sections A-D

How to make a claim

To make a claim for any of the following:

Section A: Building

Section B: Contents

Section C: Personal Possessions

Section D: Pedal Cycles

1. Check the policy booklet and **your schedule** to see which sections **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 exchange 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 7 and 8 and policy exceptions as set out on page 9 of the policy booklet and how **we** settle **your** claim under Sections A-D on this page and page 24.

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 and F have their own details on pages 31 and 36). The most **we** will pay for any one claim is the amount shown in **your 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 7 and 8.
- In the policy exceptions that apply to Sections A-D on page 9.
- Under **we** will not pay for on pages 10-22.

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 sum insured shown in **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** sum insured shown in **your schedule** or in the policy.

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

The sum insured 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 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** sum insured or any other limit shown in **your schedule** or in the policy.

The most **we** will pay for **high risk items** and **works of art** is shown in **your schedule**. **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 sum insured 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 shown in **your schedule**;
- for any **personal possession** specified individually is the sum insured shown in **your schedule**;
- for loss of property from an unattended road vehicle is shown in **your schedule**;
- 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 in **your schedule**.

The sum insured will not be reinstated automatically for any item specified individually in **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 – Family Plus Legal Protection

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

Cover under this section is arranged by DAS Legal Expenses Insurance Company Limited.

Meaning of words

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

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

Costs and Expenses

(a) Legal Costs

All reasonable and necessary costs chargeable by the **representative** on a standard basis or in accordance with the predictable costs scheme, if this is appropriate.

(b) Accountant's Costs

All reasonable and necessary costs chargeable by the **representative**.

(c) Opponents' Costs

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

Date of Occurrence

(a) For civil cases (except under insured incident 6. Tax Protection), the **date of occurrence** is the date of the event which leads to a claim. If there is more than one event arising at different times from the same originating cause, the **date of occurrence** is the date of the first of these events.

(b) For criminal cases, the **date of occurrence** is when the **insured person** began, or is alleged to have begun, to break the criminal law in question.

(c) For insured incident 6. Tax Protection, the **date of occurrence** is when HM Revenue & Customs first notifies the **insured person** in writing of their intention to make an enquiry.

Full Enquiry

An extensive examination by HM Revenue & Customs which considers all aspects of an **insured person's** self-assessment tax return, but not enquiries which are limited to one or more specific aspects of an **insured person's** self-assessment tax return.

Insured Person

You and any member of **your** family who always lives with **you**. Anyone claiming under this section must have **your** agreement to claim.

Period of Insurance

The period for which **we** have agreed to cover an **insured person**.

Representative

The lawyer, accountant 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.

Territorial Limit

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, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.

For all other insured incidents;
The United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.

We, Us, Our

DAS Legal Expenses Insurance Company Limited.

You, Your

The person who has taken out this policy.

Policy Cover

Section E – Family Plus Legal Protection

continued

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

WE WILL PAY FOR:	WE WILL NOT PAY FOR:
<p>This section covers the insured person.</p> <p>We agree to provide the insurance in this section, as long as:</p> <ul style="list-style-type: none"> (a) the premium has been paid; and (b) the date of occurrence of the insured incident is during the period of insurance; and (c) the insured incident happens within the territorial limit; and (d) any legal proceedings will be dealt with by a court, or other body which we agree to, in the territorial limit; and (e) for civil claims, it is always more likely than not that an insured person will recover damages (or obtain any other legal remedy which we have agreed to) or make a successful defence. <p>For all insured incidents, we will help in appealing or defending an appeal as long as the insured person tells us within the time limits allowed that they want us to appeal. Before we pay the costs and expenses for appeals, we must agree that it is always more likely than not that the appeal will be successful.</p> <p>We will only pay the legal costs and accountant's costs charged by a representative appointed by us.</p> <p>The most we will pay for all claims resulting from one or more events arising at the same time or from the same originating cause is £50,000.</p>	
<p>1. Employment Disputes.</p> <p>We will negotiate for an insured person's legal rights in a dispute relating to their contract of employment or future employment.</p>	<p>A claim relating to:</p> <ul style="list-style-type: none"> • disciplinary hearing or internal grievance procedures; • any claim relating solely to personal injury.
<p>2. Contract Disputes.</p> <p>We will negotiate for:</p> <ol style="list-style-type: none"> 1. an insured person's legal rights in a contractual dispute arising from an agreement or an alleged agreement which an insured person has entered into for: <ul style="list-style-type: none"> (a) the buying or hiring in of any goods or services; or (b) the selling of any goods. 2. an insured person's legal rights in a contractual dispute or for misrepresentation arising from an agreement or alleged agreement which the insured person has entered into for the buying or selling of their principal home: <p>Provided that, in both (1) and (2)</p> <ul style="list-style-type: none"> • the insured person has entered into the agreement or alleged agreement during the period of insurance; and • the amount in dispute is more than £100. 	<p>A claim relating to:</p> <ul style="list-style-type: none"> • a contract regarding an insured person's trade, profession, employment or any business venture; • construction work on any land, or designing, converting or extending 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 the insured person's insurer refuses their claim, but not for a dispute over the amount of the claim); • a dispute arising from any loan, mortgage, pension, investment or borrowing; • A dispute over the terms of a lease of land or buildings 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.

Policy Cover

Section E – Family Plus Legal Protection

continued

Your schedule shows if this section applies to your policy.

WE WILL PAY FOR:	WE WILL NOT PAY FOR:
<p>3. Bodily Injury.</p> <p>We will negotiate for an insured person's legal rights in a claim against a party who causes the death of, or bodily injury to, the insured person.</p>	<p>A claim relating to:</p> <ul style="list-style-type: none"> any illness or bodily injury which happens gradually or is not caused by a specific or sudden accident; psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused physical bodily injury to the insured person; clinical negligence; defending an insured person's legal rights, but defending a counter-claim is covered.
<p>4. Clinical Negligence.</p> <p>We will negotiate for an insured person's legal rights where it is alleged that accidental death or bodily injury to an insured person has resulted from a single negligent act of surgery, clinical or medical procedure.</p>	<p>A claim relating to:</p> <ul style="list-style-type: none"> the alleged failure to correctly diagnose the insured person's condition; psychological injury or mental illness that is not associated with an insured person having suffered physical bodily injury.
<p>5. Property Protection.</p> <p>We will:</p> <p>(a) negotiate for an insured person's legal rights in a civil action; and/or</p> <p>(b) arrange mediation;</p> <p>for a dispute relating to material property (including their principal and holiday home) which is owned by the insured person or for which the insured person is responsible, following:</p> <ol style="list-style-type: none"> an event which causes physical damage to such material property, provided that the amount in dispute is more than £100; or a legal nuisance (meaning an unlawful interference with an insured person's use or enjoyment of their land, or some right over, or in connection with it); or a trespass. 	<ol style="list-style-type: none"> A claim relating to: <ul style="list-style-type: none"> a contract entered into by an insured person; any building or land other than your principal or holiday 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; work done by or on behalf of 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. Defending a claim relating to an event that causes 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 Cover

Section E – Family Plus Legal Protection

continued

Your schedule shows if this section applies to your policy.

WE WILL PAY FOR:	WE WILL NOT PAY FOR:
<p>6. Tax Protection.</p> <p>In the event of a full enquiry into an insured person's personal tax affairs, we will negotiate for an insured person and represent them in any appeal proceedings.</p>	<p>A claim relating to:</p> <ul style="list-style-type: none"> the tax affairs of a company or any claim if the insured person is self-employed, a sole trader, or in a business partnership; an investigation or enquiries by HM Revenue & Customs Special Investigations Section or Special Civil Investigations or HM Revenue & Customs Prosecution Office.
<p>7. Jury Service and Court Attendance.</p> <p>We will pay an insured person's net salary or wages for the time that the insured person is off work:</p> <p>(a) to attend any court or tribunal at the request of the representative; or</p> <p>(b) to perform jury service.</p> <p>We will pay for each half or whole day of their attendance as far as the salary or wages is not recoverable from the court, tribunal or the insured person's employer.</p> <p>The amount we will pay is based on the time the insured person is off work, including the time it takes to travel to and from the court or tribunal. We will work it out to the nearest half day, assuming that a whole day is eight hours.</p> <p>If the insured person works full time, the salary or wages for each whole day equals 1/250th of the insured person's yearly salary or wages.</p> <p>If the insured person works part time the salary or wages will be a proportion of the insured person's weekly salary or wages.</p> <p>If the insured person is self-employed, we will pay net salary or wages that the insured person draws from the business to cover their own personal cost-of-living expenses.</p>	
<p>8. Legal Defence.</p> <p>1. We will defend an insured person's legal rights if an event arising from the insured person's work as an employee leads to:</p> <ul style="list-style-type: none"> the insured person being prosecuted in a court of criminal jurisdiction; or civil action being taken against the insured person under legislation for unlawful discrimination; or civil action being taken against the insured person under section 13 of the Data Protection Act 1998. <p>2. We will defend an insured person's legal rights if an event leads to their prosecution for an offence connected with the use or driving of a motor vehicle.</p>	<p>A claim relating to:</p> <ul style="list-style-type: none"> parking or obstruction offences; the driving of a motor vehicle by an insured person for which the insured person does not have valid motor insurance.

Policy Conditions

Section E – Family Plus Legal Protection

Conditions that apply to this section of the Policy

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

1. An **insured person** must:
 - (a) keep to the terms and conditions of this section;
 - (b) try to prevent anything happening that may cause a claim;
 - (c) take reasonable steps to keep any amount **we** have to pay as low as possible;
 - (d) send everything **we** ask for, in writing;
 - (e) give **us** full and truthful details by phone or in writing of any claim as soon as possible and give **us** any information **we** need.
2. (a) **We** can take over and conduct in the name of an **insured person**, any claim or legal proceedings at any time.

We can negotiate any claim on behalf of an **insured person**.

 - (b) An **insured person** is free to choose a **representative** (by sending **us** a suitably qualified person's name and address) if:
 - (i) **we** agree to start legal proceedings and it becomes necessary for a lawyer to represent the interests of an **insured person** in those proceedings; or
 - (ii) there is a conflict of interest.
 - (c) In all circumstances except those in 2 (b) above, **we** are free to choose a **representative**.
 - (d) Any **representative** will be appointed by **us** to represent an **insured person** according to **our** standard terms of appointment which may include a 'no win, no fee' agreement. The **representative** must co-operate fully with **us** at all times.
 - (e) **We** will have direct contact with the **representative**.
 - (f) An **insured person** must co-operate fully with **us** and the **representative** and must keep **us** up to date with the progress of the claim.
 - (g) An **insured person** must give the **representative** any instruction that **we** require.
3. (a) An **insured person** must tell **us** if anyone offers to settle a claim.
 - (b) If an **insured person** does not accept a reasonable offer to settle a claim, **we** may refuse to pay further **costs and expenses**.
 - (c) **We** may decide to pay the **insured person** the amount of damages that the **insured person** is claiming, or which is being claimed against them, instead of starting or continuing legal proceedings.
4. (a) An **insured person** must tell the **representative** to have **costs and expenses** taxed, assessed or audited, if **we** ask for this.
 - (b) An **insured person** must take every step to recover **costs and expenses** that **we** have to pay and must pay **us** any **costs and expenses** that are recovered.
5. If the **representative** refuses to continue acting for an **insured person** with good reason, or if an **insured person** dismisses the **representative** without good reason, the cover **we** provide will end at once, unless we agree to appoint another **representative**.
6. If any **insured person** settles a claim or withdraws it without **our** agreement, or does not give suitable instructions to a **representative**, the cover **we** provide will end at once and **we** will be entitled to reclaim from the **insured person** any **costs and expenses** **we** have paid.
7. If there is a disagreement about the way **we** handle a claim that is not resolved through **our** internal complaints procedure, the **insured person** can contact the Financial Ombudsman Service for help.
8. **We** may, at **our** discretion, require an **insured person** to obtain, at their expense, an opinion from a lawyer, accountant or other suitably qualified person chosen by the **insured person** and **us**, as to the merits of a claim or proceedings. If the chosen person's opinion indicates that it is more likely than not that an **insured person** will recover damages (or obtain any other legal remedy that **we** have agreed to) or make a successful defence, **we** will pay the cost of obtaining the opinion.
9. **We** will not pay any claim covered under any other policy, or any claim that would have been covered by any other policy if this section of the policy did not exist.
10. This section of the policy will be governed by English law.
11. All Acts of Parliament mentioned in the policy include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as the case may be.

Policy Exceptions

Section E – Family Plus Legal Protection

Exceptions that apply to this section of the Policy

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

1. A claim where the **insured person** has failed to notify **us** of the insured incident within a reasonable time of it happening and where this failure adversely affects the prospect of successfully recovering damages (or of getting any other legal remedy that **we** have agreed to) or of making a successful defence.
2. An incident or matter arising before the start of this section.
3. **Costs and expenses** incurred before **our** written acceptance of a claim.
4. Fines, penalties, compensation or damages which an **insured person** is ordered to pay by a court or other authority.
5. An insured incident intentionally brought about by an **insured person**.
6. A 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. A claim which is fraudulent, exaggerated or dishonest or where an allegation of dishonesty or violent behaviour has been made against the **insured person**.
8. A claim relating to written or verbal remarks which damage an **insured person's** reputation.
9. A dispute with **us** not otherwise dealt with under Condition 7.
10. **Costs and expenses** arising from or relating to judicial review, coroner's inquest, or fatal accident inquiry.
11. Apart from **us**, the **insured person** is the only person who may enforce all or any part of this section of the policy and the rights and interests arising from or connected with it. This means that the Contracts (Rights of Third Parties) Act 1999 does not apply to this section of the policy in relation to any third-party rights or interest.
12. A claim caused by, contributed to by or arising from:
 - (a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel;
 - (b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it;
 - (c) war, invasion, foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup
 - (d) pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.

Claims

Section E – Family Plus Legal Protection

How we settle your claim under Section E

Once **you** have sent **us** the details of **your** claim and **we** have accepted it, **we** will start to resolve **your** legal problem.

To make a claim under this section, please phone **us** on 0844 902 0769.

We will ask **you** about **your** legal dispute and if necessary call **you** back at an agreed time to give **you** legal advice. If **your** dispute needs to be dealt with as a claim under this section, **we** will give **you** a claim reference number. At this point **we** will not be able to tell **you** whether **you** are covered but **we** will pass the information **you** have given **us** to **our** claims handling team and explain what to do next.

If **you** prefer to report **your** claim in writing, **you** can send it to **our** Claims Department at the following address:

Claims Department, DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol, BS1 6NH.

Claims can also be e-mailed to newclaims@das.co.uk

Claims are usually handled by a **representative** appointed by **us**, but sometimes **we** deal with them ourselves. Claims outside the United Kingdom may be dealt with by other DAS offices elsewhere in Europe.

When we cannot help

Please do not ask for help from a solicitor or anyone else before **we** have agreed. If **you** do, **we** will not pay the costs involved even if **we** do accept the claim.

Problems

We will always try to give **you** a quality service. If **you** think **we** have let **you** down, please write to **our** Customer Relations Department at **our** Head Office at the address as shown below or **you** can phone **us** on 0117 934 0066 or e-mail **us** at customerrelations@das.co.uk.

Details of **our** internal complaints handling procedures are available on request.

Our Head and Registered Office is:

DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol, BS1 6NH. Registered in England and Wales, number 103274. DAS has its website at www.das.co.uk

If **you** are still not happy, **you** can contact the Insurance Division of the Financial Ombudsman Service at South Quay Plaza, 183 Marsh Wall, London, E14 9SR. They can also be contacted by telephone on 0845 080 1800.

Their website is at: www.financial-ombudsman.org.uk (using this service does not affect **your** right to take legal action.)

DAS Legal Expenses Insurance Company Limited is authorised and regulated by the Financial Services Authority.

Meaning of Words

Section F – Home Emergency

Your schedule shows if this section applies to your policy

Cover under this section is underwritten by Inter Partner Assistance SA, The Quadrangle, 106-118 Station Road, Redhill, Surrey RH1 1PR, registered number FC008998.

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

Homeserve Claims Management 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.

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

approved contractor

A tradesperson authorised in advance by **Homeserve Claims Management 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**.

Homeserve Claims Management Ltd

Homeserve Claims Management Ltd, Fulwood Park, Caxton Road, Preston PR2 9NZ.

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

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

WE WILL PAY FOR:	WE WILL NOT PAY FOR:
<p>1. The following emergency incidents that will be covered by this policy are:</p> <ul style="list-style-type: none"> • 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. <p>2. Domestic emergency.</p> <p>If you suffer an emergency at your property you should tell us on the emergency telephone number 0844 902 0763.</p> <p>We will then:</p> <p>(a) advise you how to protect yourself and the property immediately;</p> <p>(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.</p>	<ul style="list-style-type: none"> • 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:

Customer Relations Department
Homeserve Claims Management Ltd
Fulwood Park
Caxton Road
Fulwood
Preston PR2 9NZ

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 **Homeserve Claims Management Ltd** at the above address. In the unlikely event that **you** are not satisfied with the response from **Homeserve Claims Management 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 **Homeserve Claims Management 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.

About MMA

MMA Insurance plc is a financially secure, well established UK insurer and a wholly owned subsidiary of French multi-national MMA IARD Assurances Mutuelles, a mutual insurer of some 180 years standing and part of Europe's leading insurance mutual, Cov  a. **We** offer a range of bespoke and package products for small to medium sized businesses as well as household and motor insurance.

MMA's reputation is founded on a track record of consistent profitability, financial stability (Standard & Poor's rate MMA 'A Strong') and reliability for over 50 years. **Our** long-term approach to doing business exclusively with **our** broker community ensures that **we** listen to their needs and respond with practical solutions that are sustainable. This spirit of partnership and mutual respect has resulted in very strong relationships with brokers across the UK.

MMA Insurance is a member of the Association of British insurers and is covered by the Financial Ombudsman Service. MMA is authorised and regulated by the Financial Services Authority.

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