

www.mma-insurance.com

Motor Trade Road Risks Policy



Introduction

Thank **You** for choosing MMA Insurance.

This is **Your** Motor Trade Road Risks policy. It sets out the details of the cover **You** have with MMA Insurance plc.

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

Please keep **Your** policy in a safe place, as **You** may need to refer to it if **You** make a claim or if **You** require assistance.

How to make a claim

In order to consider **Your** claim, MMA will require a fully completed claim form. Claim forms can be obtained from the broker/intermediary who arranged **Your** policy, via our website www.mma-insurance.com or by contacting the **MMA Motor Trade Care Line 0844 902 2220**. This service is available 24 hours a day, 365 days a year.

If **Your** policy with MMA covers the damage to **Your** vehicle please return the completed claim form together with two estimates for repair. The form can be returned to **Your** broker/intermediary or directly to MMA.

If any additional information is required in order to validate **Your** claim MMA will advise **You** once the claim form has been received.

Contents

Page

Introduction	inside front cover
How to make a claim	inside front cover
Definitions	2
Customer Information	
• Complaints Procedure	5
• Financial Services Compensation Scheme	5
• Law Applicable to Contract	5
Conditions applicable to all Sections	6
Exceptions applicable to all Sections	9
POLICY COVER	
Section 1 – Loss of or Damage to Your Vehicle	12
Section 2 – Third Party Liability	16
Section 3 – Foreign Use	19
Section 4 – No Claims Discount	20
Endorsements	21

Definitions

We/Us/Our/The Company

MMA Insurance plc.

The Policyholder/Insured/You/Your

The person or persons, company or companies declared in the **Schedule** under the heading "Insured".

Your Spouse

The legally married husband or wife, or common law partner living and registered at the same address as **You**.

Certificate of Motor Insurance

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

Insured Vehicle

Any motor vehicle, which is:

1. **Your** property;
2. the property of **Your** spouse, if he or she is declared as a driver on this policy;
3. held in trust by **You** or in **Your** custody or control for motor trade purposes; or

4. a vehicle leased to the **Policyholder** on a lease agreement with a minimum initial duration of 12 months.

It must not be:

- (a) a vehicle being driven by or in the custody or control of any company, partnership or person not declared in the **Certificate of Motor Insurance**;
- (b) a vehicle used for hire, reward or teaching someone to drive (using the vehicle only for breakdown purposes or under a trade plate to transport goods for demonstrating purposes in line with the regulations that apply to trade licences is not classed as hire or reward);
- (c) a vehicle transporter, with or without a trailer, that can carry more than two vehicles;
- (d) a vehicle being carried on a vehicle transporter or vehicle transporter and trailer, capable of carrying more than two vehicles at any one time; or
- (e) a vehicle hired or leased to the **Policyholder** on a short-term agreement of less than 12 months.

Definitions

continued

- (f) a vehicle that has been seized by any government or public authority unless at the time of seizure the vehicle was:
 - (i) **Your** property; or
 - (ii) the property of **Your Spouse** if he or she is declared as a driver on this policy; or
 - (iii) held in trust by **You** or was in **Your** custody or control for motor trade purposes.

We shall not be liable for any accident, injury, loss, damage or liability whilst the following vehicles are used other than for motor trade purposes:

- (a) a commercial vehicle over 3.5 ton;
- (b) a Caravanette, Motorhome, Motorcycle, quad bike, three wheeled vehicle or kit vehicle;
- (c) a vehicle manufactured in the USA or Canada unless specifically manufactured for sale in the United Kingdom;
- (d) a vehicle having more than seven passenger seats;
- (e) a vehicle manufactured before 1 January 1980;

- (f) a vehicle modified from the manufacturer's original specification to improve performance; or
- (g) a vehicle with a fibreglass bodyshell.

Schedule

Your details and details of the sections of this insurance document which apply to **You**.

Period of Insurance

The length of time covered by this insurance as shown in the **Schedule**.

Excess

The amount **You** must pay following loss of or damage to the **Insured Vehicle**. The actual amount is shown on the **Schedule**.

Endorsements

Special terms or restrictions which affect the policy cover. The **Endorsement** numbers which apply are shown on the **Schedule**.

Territorial Limits

Great Britain, Northern Ireland, Channel Islands, the Isle of Man and during sea transit between ports in these areas.

Definitions

continued

Trade Market Value

Applicable to vehicles which are **Your** property or the property of **Your** spouse if he or she is a named driver on the policy.

The cost to replace the **Insured Vehicle** which is the price **You** would pay at that time to buy one replacement vehicle with the intention of selling it, for a profit, at a later date. The vehicle must be of a similar make, model, year, mileage and condition. **We** use such publications as Glass's Guide to set the **Trade Market Value** of the vehicle.

Market Value

Applicable only to vehicles not the property of **You**, **Your** spouse or any person named on the **Certificate of Insurance** and which are in **Your** custody or control for the purpose of upkeep, service or repair.

The cost to replace the **Insured Vehicle** which is the price a member of the public would pay at the time to buy one replacement vehicle. The vehicle must be of a similar make, model, year, mileage and condition. **We** use such publications as Glass's Guide to set the **Market Value** of the vehicle. Contents of customer's vehicles are not covered.

Business Premises

The business address (or addresses) shown in the **Schedule** and any house, building, structure or land used by, owned by or occupied by **You** or any partner, fellow Director, employee or named driver for:

1. maintaining;
2. repairing;
3. selling;
4. displaying; or
5. keeping;

any motor vehicle.

Keeping, is defined as leaving any **Insured Vehicle** on land used by **You** or any partner, fellow Director, employee or named driver on a regular basis for the parking or storing of any motor vehicle. Any private residence **You** or any named driver occupies is not a **Business Premises** for the purpose of this insurance.

We will not pay for loss of or damage to any Insured Vehicle whilst:

(i) in or on the Business Premises;

or

(ii) on a road at or within 400

metres of the Business Premises, unless in the course of a journey.

Customer Information

Complaints Procedure

It is always **Our** intention to provide a first class standard of service. However **We** do appreciate that occasionally things do go wrong. In some cases **Your** broker or intermediary who arranged the insurance will be able to resolve any concerns, and **You** should contact them directly.

Alternatively, if **You** need to complain, please contact **Us** at the following address, quoting **Your** policy or claim number.

Quality Assurance, MMA Insurance plc,
Norman Place, Reading RG1 8DA.
Telephone: 0844 902 1000
Via website: www.mma-insurance.com

Full details of the MMA Internal Complaints Procedure are detailed in our leaflet 'Complaints Procedure' which is available on request or may be downloaded via **Our** website.

If **You** should remain dissatisfied, once MMA has had the opportunity to resolve **Your** complaint, **You** may be eligible to refer **Your** complaint to the Financial Ombudsman Service (FOS). For further details they can be contacted at South Quay Plaza, 183 Marsh Wall, London E14 9SR.
www.financial-ombudsman.org.uk.

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to receive compensation from the scheme if **We** cannot meet **Our** obligations. This depends on the type of business and the circumstances of the claim. Insurance advising and arranging is covered for 100% of the first £2,000 and 90% of the remainder of the claims, without any upper limit.

Law Applicable to Contract

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

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

Conditions applicable to all Sections

continued

The policy and **Schedule** shall be read together. Where a particular word or expression has been given a specific meaning, this meaning or expression will apply wherever the word or expression appears.

Claims procedure and requirements

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

- (a) give **Us** full details in writing as soon as possible after any event which could lead to a claim under this policy by phoning **Our Motor Trade Care Line number 0844 902 2220** which is available 24 hours a day, 365 days a year.

A claim form will be sent to **You** to complete, sign and return with any other supporting documentation requested.

- (b) send to **Us** any letters or documents **You** receive in connection with the event before **You** reply to them.
- (c) take all reasonable precautions to prevent further injury, loss or damage.

- (d) immediately inform the police of the theft of or attempted theft of or malicious damage to the **Insured Vehicle** and obtain a crime reference number.

- (e) send to **Us** upon receipt any writ summons or other legal process issued or commenced against **You**.

- (f) notify **Us** of any impending prosecution, coroners inquest or fatal accident enquiry or the intended issue of any writ summons or other legal process by **You** or on **Your** behalf.

- (g) supply all estimates, information and assistance as may be required by **Us** and **Our** appointed agents.

2. **We** shall be entitled to:

- (a) take and keep possession of the **Insured Vehicle** and to deal with the salvage in a reasonable manner.

- (b) negotiate, defend or settle in **Your** name or on **Your** behalf, any claim made against **You**.

- (c) prosecute in **Your** name, for **Our** benefit, any claim against any other person in respect of any amount paid or payable.

Conditions applicable to all Sections

continued

3. **You** must not:

- (i) abandon any property to **Us**
- (ii) negotiate or repudiate any claim without **Our** written consent.

Reasonable precautions

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

Alteration in risk

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

Material information would include:

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

Cancellation

(a) If **You** cancel **Your** policy within 14 days of the latter of either:

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

You are entitled to a proportionate return of **Your** premium less a service charge of £45. This applies even if a claim is made on **Your** policy. If **You** cancel **Your** policy after 14 days **You** are also entitled to a proportionate return of the premium less £45, if no claim has been made.

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

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

- (b) **We** or any agent appointed by **Us** and acting with **Our** authority may at any time cancel this policy by giving **You** 7 days notice in writing, by recorded delivery letter, to **Your** last known address. On return of the **Certificate of Motor Insurance**, **We** will refund that part of **Your** premium which applied to the rest of the policy.

Conditions applicable to all Sections

continued

- (c) If **You** pay the premium for this policy by **Our** instalment plan and any of **Your** monthly instalments are not paid by the due date, the balance outstanding shall become payable. **We** will give **You** 7 days written notice and if the balance outstanding remains unpaid, the policy will be cancelled on expiry of such notice and **You** must return **Your Certificate of Insurance** to **Us** immediately.

Information Supplied

We will only provide the cover described in this policy if:

- (a) all the terms and conditions of this policy so far as they apply have been met by **You** or any one claiming under this policy.
- (b) any information given by **You**, and on which this contract is based, is complete and correct as far as **You** know.

Right of Recovery

If the law of any country in which **Your** policy operates requires **Us** to settle a claim which **We** would not otherwise have paid, **We** have the right to recover this amount from **You** or from the person who incurred the liability.

Sharing of Claims

If **You** are Insured by any other policy for loss or damage which results in a valid claim under this policy, **We** shall not be liable to pay more than **Our** rateable proportion. Nothing in this condition will impose on **Us** any liability from which **We** would have been relieved by the Exception to Section 2, item 1(d).

The Motor Insurance Database

It is a condition of the policy that **You** supply such details of the Vehicles whose use is covered by the policy as are required by the relevant law applicable in Great Britain and Northern Ireland, for entry on the Motor Insurance Database.

Fraud

We will not pay the claim and all benefit under the policy is forfeited if **You** or anyone acting for **You** makes a claim under the policy knowing the claim to be false, fraudulently inflated or supported by fraudulent documents or if loss, damage or injury is caused by **Your** wilful act or with **Your** connivance. This includes providing false information regarding the circumstances of the loss or damage.

Exceptions applicable to all Sections

We shall not be liable in respect of:

Exception 1 – Use and driving

Any accident, injury, loss, damage or liability while the **Insured Vehicle** is being:

- (a) used to **Your** knowledge for any purpose not permitted by the **Certificate Of Motor Insurance**;
- (b) driven by or is in the charge of any person who to **Your** knowledge is not named in the **Certificate Of Motor Insurance**;
- (c) driven by **You** unless **You** hold a licence to drive such Vehicle or have held and are not disqualified from holding or obtaining such a licence;
- (d) driven with **Your** consent by any person who to **Your** knowledge does not hold a licence to drive such a Vehicle, unless such person has held, and is not disqualified from holding or obtaining, such a licence;
- (e) driven by any person who holds a provisional licence;
- (f) used for racing, pacemaking, speed-testing, rallying, reliability trials, competition or whilst driven on a motor sport circuit;
- (g) being driven in an unsafe, unroadworthy or damaged condition

or does not have a valid MOT certificate when needed;

- (h) being driven with a load or number of passengers which is unsafe;
- (i) carrying an insecure load;
- (j) towing a trailer which is unsafe or has an insecure load;
- (k) towing more trailers than the law allows; or
- (l) being let out on hire.

Exception 2 – Agreements

Any liability **You** accept by agreement or contract unless liability would have applied in any event. It is agreed that this policy is to be construed as if the Contracts (Rights of Third Parties) Act 1999 had not been enacted.

Exception 3 – War Risks

Any consequence of war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power other than is necessary to meet the requirements of the Road Traffic Acts.

Exceptions applicable to all Sections

continued

Exception 4 – Earthquake or Riot

Any loss, damage, accident or liability caused by:

- (a) earthquake; or
- (b) riot or civil commotion happening in Northern Ireland or outside the United Kingdom.

Exception 5 – Nuclear Risks

Any loss, damage, accident or liability caused directly or indirectly by:

- (a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel; or
- (b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of such assembly.

Exception 6 – Sonic Booms

Any loss, damage, accident or liability caused directly or indirectly by pressure waves caused by aircraft or aerial devices travelling at sonic or supersonic speeds.

Exception 7 – Pollution

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

Exception 8 – Hazardous Goods

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

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

Exceptions applicable to all Sections

continued

Exception 9 – Airport Risks

Any loss, damage, injury or liability while the **Insured Vehicle** is in, or on, any part of an aerodrome, airport or airfield used:

- (a) for the take-off or landing of aircraft or for the movement of aircraft on the surface; or
- (b) as aircraft parking aprons including the associated service roads and ground equipment parking areas.

Exception 10 – Indirect Losses

Any loss to **You**, arising directly or indirectly as a consequence of any accident, damage or injury, unless specifically covered by a section of this policy.

Policy Cover

Section 1 – Loss of or Damage to Your Vehicle

Accidental Damage

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

Fire and Theft

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

The Most We will pay

1. The most **We** will pay for damage or loss to an **Insured Vehicle**.

We may choose to repair or replace the **Insured Vehicle**, accessory or spare part or pay an amount up to the **Trade Market Value** of the **Insured Vehicle** (including spare parts or accessories) or the Own Vehicle Indemnity Limit for Section 1, shown in the **Schedule**, whichever is less.

We will not pay more than the Own Vehicle Indemnity Limit for Section 1, shown in the **Schedule**, for loss of or damage to any one **Insured Vehicle**.

2. The most **We** will pay for damage or loss to vehicles not owned by **You, Your** spouse or any person named on the **Certificate of Insurance** and which are in **Your** custody or control for the purpose of service, upkeep or repair.

We may choose to repair or replace the **Insured Vehicle**, accessory or spare part or pay an amount up to the Market Value of the **Insured Vehicle** (including spare parts or accessories) or the Customer Vehicle Indemnity Limit for Section 1, shown in the **Schedule**, whichever is less. **We** will not pay more than the Customer Vehicle Indemnity Limit for Section 1, shown in the **Schedule**, for loss or damage to any one Insured Vehicle.

If to **Our** knowledge the **Insured Vehicle** belongs to someone else or is part of a hire purchase or leasing agreement, any payment for loss of or damage to the **Insured Vehicle** that is not made good by repair,

Policy Cover

Section 1 – Loss of or Damage to Your Vehicle

continued

reinstatement or replacement may, at **Our** discretion, be made to the legal owner whose receipt shall be a full discharge of **Our** liability. **We** will not enter into negotiation with any third party with regard to valuation of **Your** Vehicle.

We will also pay

For the reasonable costs of protection and removal to the nearest repairers and delivery to **You**, at the address shown on the **Schedule**, following a claim covered by this policy.

Policy Cover

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

We will not pay for:

1. any vehicle
 - (i) in or on the **Business Premises**;
or
 - (ii) on a road at or within 400 metres of the **Business Premises**, unless in the course of a journey.
2. depreciation of the **Insured Vehicle**.
3. any decrease in the value of the **Insured Vehicle** following repair.
4. any cost or part of any cost of repair which improves the **Insured Vehicle** beyond its condition before the loss or damage.
5. wear and tear of the **Insured Vehicle**.
6. mechanical, electrical, electronic, computer or computer software breakdowns, failures, faults or breakages.
7. damage to tyres caused by braking, punctures, cuts or bursts.
8. confiscation, requisition or destruction by or under order of any government or local authority.
9. the **Excess** shown on the **Schedule** for each and every occurrence to any one **Insured Vehicle**. Any event leading to a claim for an **Insured Vehicle** will be treated as a separate incident for the purposes of the policy and each **Insured Vehicle** will be subject to the appropriate **Excess**. If the **Insured Vehicle** is damaged while a young or inexperienced person is driving, or in charge of the **Insured Vehicle**, **You** will have to pay the first part of the cost as shown below. This is on top of any other excesses **You** may have to pay.
 - Drivers Under 25 £500
 - Inexperienced Drivers over 25 £200
10. any claim under this Section of the policy resulting from theft or attempted theft whilst the ignition keys have been left in or on the **Insured Vehicle** or if all the doors, windows and other openings have not been closed and locked.
11. any loss or damage caused by overloading or improperly loading the **Insured Vehicle** in a way that the **Insured Vehicle** was not designed for.
12. loss or damage to the **Insured Vehicle** arising directly or indirectly from work on the **Insured Vehicle** by

Policy Cover

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

continued

You or any person working for **You** or on **Your** behalf.

13. loss or damage to the **Insured Vehicle** resulting from fraud or deception or by use of a counterfeit or other form of payment which a bank or building society will not authorise or by theft or attempted theft by a purported purchaser or his agent.
14. loss or damage to the **Insured Vehicle** arising from the malicious act of any employee or partner or member of **Your** family.
15. any loss or damage greater than £250 to any permanently fitted radios, cassette players, compact disc players, CB radios, telecommunication equipment, satellite navigation, gaming consoles, DVD or video equipment.
16. loss of use of the **Insured Vehicle**.
17. loss or damage caused by an inappropriate type or grade of fuel being used.
18. loss of or damage to any motorcycle, quad bike or trike (three wheeled motorcycle).
19. if the **Insured Vehicle** is damaged and a part or accessory cannot be repaired or replaced, **We** will only pay **You** the amount shown in the manufacturers last United Kingdom list price. If the **Insured Vehicle** is an imported vehicle and the part or accessory has never been available in the United Kingdom, **We** will only pay the manufacturers list price in the country the **Insured Vehicle** came from. **We** will not pay for the cost of importing any part or accessory needed to repair the **Insured Vehicle**.

Policy Cover

Section 2 – Third Party Liability

Your Liability

We will insure **You** against all sums **You** are legally liable to pay arising from:

- (a) death of or bodily injury to any person for an unlimited amount; or
- (b) damage to property up to £1,000,000.

The above limits apply in respect of any one claim or a number of claims arising from one incident caused by or in connection with the **Insured Vehicle** or a trailer attached to the **Insured Vehicle**.

Liability of other persons driving or using the Insured Vehicle.

On the same basis and limits that **We** insure **You** under this Section **We** will also insure the following persons:

- (a) any person allowed by the **Certificate Of Motor Insurance** to drive the **Insured Vehicle**;
- (b) any person who is using, but not driving, the **Insured Vehicle** with **Your** permission; or
- (c) any person, at **Your** request, who is travelling in, or getting into or out of, the **Insured Vehicle**.

Legal Personal Representatives

In the event of death of any person insured by this Section, **We** will insure the legal personal representatives of the deceased person against any liability covered by this Section.

Emergency Treatment Fees

We will pay for emergency treatment fees as required by the Road Traffic Acts.

Legal Costs

In connection with any liability which is insured by this Section, **We** will pay:

- (a) the fees of any solicitor appointed by **Us** to represent anyone insured under this Section during proceedings in any court of summary jurisdiction or at any coroner's inquest or fatal accident inquiry;
- (b) the cost of legal services arranged by **Us** to defend a charge of manslaughter or causing death by dangerous driving; or
- (c) other costs and expenses incurred with **Our** written consent.

Policy Cover

Section 2 – Exceptions to Third Party Liability

1. The insurance provided under this Section will not apply:
 - (a) to the driver unless that person holds a licence to drive the **Insured Vehicle**, or has held, and is not disqualified from holding or obtaining, such a licence;
 - (b) to any person who is not driving the **Insured Vehicle**, if to the knowledge of that person, the driver does not hold a licence to drive the **Insured Vehicle** unless the driver has held and is not disqualified from holding or obtaining such a licence;
 - (c) to death, bodily injury or damage arising off the road as a result of the loading or unloading of the **Insured Vehicle** by anyone;
 - (d) to any person where the liability is insured under another policy; or
 - (e) to death of or bodily injury to any person arising out of, or in the course of, the employment of such person by any person **We** insure under this Section, except as required by the Road Traffic Acts.
 - (f) to death injury or damage arising directly or indirectly from work on the **Insured Vehicle** by **You** or any person in **Your** service or acting on **Your** behalf, except as required by the Road Traffic Acts.
2. We shall not be liable for loss of or damage to:
 - (a) property belonging to, or in the custody or control of, any person insured under this Section;
 - (b) any Vehicle, which is insured under this Section; or
 - (c) any luggage trailer attached to the **Insured Vehicle** or attached to any Vehicle covered by this policy, which **Your Certificate Of Motor Insurance** permits **You** to drive, or any property carried in or on such luggage trailer.

Policy Cover

Section 2 – Exceptions to Third Party Liability

continued

3. **We** shall not be liable for any liability, loss or damage arising directly or indirectly from any vehicle in or on the **Business Premises**, or within 400 metres of the **Business Premises**, apart from the cover **We** must provide under the Road Traffic Acts or any laws, which apply to Motor Insurance.
4. **We** shall not be liable for any liability, loss or damage arising directly or indirectly from acts of terrorism as defined in the UK Terrorism Act 2000, except where **We** need to provide the minimum insurance required by the Road Traffic Acts.
5. **We** shall not be liable for any claim for loss of use of the **Insured Vehicle**.

Policy Cover

Section 3 – Foreign Use

Compulsory insurance cover outside the Territorial Limits

Your policy provides the minimum cover **You** or **Your Spouse** if he or she is declared as a driver on this policy, need by law to use the **Insured Vehicle** in:

- (a) Any country which is a member of the European Union; or
- (b) Any other country which the Commission of the European Union approves as meeting the requirements of Article 7(2) of the European Community Directive on Insurance of Civil Liabilities arising from the use of motor vehicles (no. 72/166 CEE).

Full Policy cover outside the Territorial Limits

If **We** agree beforehand and **You** pay any extra premium **We** need, **We** will extend this Insurance, for a specified vehicle, which is owned and registered to **You**, or **Your Spouse** if he or she is declared as a driver on this policy, to provide the cover shown in **Your Schedule** while being temporarily used in other countries that are not included within the **Territorial Limits**.

We will only agree to extend cover to countries which are covered by points (a) and (b). **We** will also insure **You** while the specified vehicle is in transit (including loading and unloading) between any countries to which this policy applies, but any sea transit must be by a Scheduled sea route.

We will also pay the foreign customs duty that **You** must pay as a result of loss or damage to the **Insured Vehicle** which is preventing its return to the UK.

We will not cover:

- (a) if it is being used by any person not included as a user in Paragraph Seven of the International Motor Insurance Certificate (Green Card);

or

- (b) if it is being used for any purpose other than Social Domestic and Pleasure use.

Other charges

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

Policy Cover

Section 4 – No Claims Discount

If a claim is made under **Your** policy, **We** will reduce **Your** No Claims Discount in line with **Our** scale. If two or more claims are made in any one **Period of Insurance**, **You** will lose all of **Your** No Claims Discount.

If no claims are made under **Your** policy, **We** will increase **Your** No Claims Discount when **You** renew **Your** policy in line with the scale **We** apply at that time.

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

Endorsements

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

1. Demonstration cover

This policy shall apply while the **Insured Vehicle** is being driven for the purpose of demonstration for sale with **Your** permission by any person provided that such person:

- (a) holds a full UK licence;
- (b) is not a family member of the **Insured** or any of the named drivers;
- (c) is not in the employment of the **Insured**;
- (d) does not reside at the same address as any declared driver on the **Certificate of Motor Insurance**;
- (e) observes, fulfils and is subject to the terms and conditions of this Insurance policy; and
- (f) is accompanied at all times by **You** or a person named on the **Certificate of Motor Insurance**.

2. Protected No Claims Bonus

If **You** pay the appropriate additional premium **Your** No Claims Discount shall apply to each subsequent renewal unless more than 2 claims arise in any three year period of insurance. If 3 or more claims arise in three consecutive years the No Claims Discount Protection will be withdrawn and the discount reduced in line with **Our** scale.

www.mma-insurance.com

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