

# Residential Property Owners Policy



# Introduction

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

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

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

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

**Please read them carefully and check that they meet your requirements.  
Any query should be immediately referred to Alan Boswell Group.**

# Contents

	<b>Page</b>
Introduction	inside front cover
Contact Numbers	2
Meaning of Words	3
Customer Information	5
• Complaints Procedure	5
• Financial Services Compensation Scheme	5
• Exchange of Information	6
Conditions	6
Exceptions	10
Policy Cover	
Section A – Buildings	12
Section B – Contents	18
How to make a claim	20
How we settle your claim	21
About MMA	24

# Contact Numbers

## Claims

For all claims call **Alan Boswell Group** on **01603 218099** and we will be glad to help **you**. Please visit our website for further guidance [www.alanboswell.com](http://www.alanboswell.com). For legal advice and claims outside of normal working hours call

### **MMA Property Care Line – 24 hours a day 365 days a year**

- Dedicated telephone number – **0844 902 0789**
- Dedicated fax number – **0845 604 8628**
- In writing to – **Property Care Line, PO Box 471, Cardiff CF10 3WJ**

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

## Business Legal Helpline

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

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

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

# Meaning of Words

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

## Accidental damage

Unexpected physical damage caused suddenly by an identifiable external means.

## Bodily injury

Death, illness, injury or disease.

## Buildings

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

## Contents

Household goods, furniture, furnishings and appliances all belonging to **you** as landlord whilst at the address specified on the **schedule**, including DVD video and audio equipment, televisions, antiques and curios, pictures and other works of art, aerials, satellite dishes and their fittings and masts.

But excluding:

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

## Employee

- (a) Any person under contract or service apprenticeship with **you**.
- (b) Any person who is hired or borrowed by **you**.
- (c) Any person engaged under a work experience or training scheme.
- (d) Any labour master or person supplied by him.
- (e) Any labour only sub-contractor or person employed by him.
- (f) Any self-employed person working on a labour only basis under the control or supervision of **you**.
- (g) Any voluntary worker.

While working for and under the control or supervision of **you** in connection with **your** business as a landlord.

# Meaning of Words

continued

## Excess

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

## Fixtures and fittings

- Built-in furniture;
- Built-in domestic appliances;
- Fixed glass and sanitary ware;
- Fixed pipes, ducts, tanks, wires, cables, switches, fires, central heating equipment, boilers and storage heaters;
- Fitted carpets, curtains, blinds and domestic white goods whether fitted or not.

## Property

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

## Premises

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

## Rent receivable

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

## Schedule

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

## Tenant

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

## United Kingdom

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

## Unoccupied

Whenever the whole of the **property** is without an adult in authorised residence for more than 90 consecutive days.

## We, us or our

MMA Insurance plc.

## You or your

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

# Customer Information

## Complaints Procedure

It is always **our** intention to provide a first class standard of service. However **we** do appreciate that occasionally things go wrong. In some cases Alan Boswell Group will be able to resolve any concerns, and **you** should contact them directly at the following address:

Alan Boswell Group, Harbour House,  
126 Thorpe Road, Norwich NR1 1UL  
Telephone: 01603 218000

Alternatively, if **you** need to complain, please contact **us** at the following address, quoting **your** policy or claim number.

Quality Assurance, MMA Insurance plc,  
Norman Place, Reading RG1 8DA.  
Telephone: 0844 902 1000  
Website: [www.mma-insurance.com](http://www.mma-insurance.com)

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

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

## Financial Services Compensation Scheme

**We** are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to receive compensation from the scheme if **we** cannot meet **our** obligations. Further information is available from the Financial Services Compensation Scheme, 7th Floor, Lloyds Chambers, Portsocken Street, London E1 8BN. [www.fscs.org.uk](http://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. When **we** deal with **your** request for insurance, **we** may search the register. When **you** tell **us** about an incident (such as a fire, water damage or theft), which may or may not give rise to a claim, **we** will pass information relating to it to the register.

**You** can ask **us** for more information about this.

**You** should show this notice to anyone who has an interest in property insured under the policy.

# Conditions

These conditions control the operation of the policy cover.

## 1. Compliance with Policy Terms

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

## 2. Taking Care

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

## 3. Changes in Your Circumstances

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

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

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

- (c) if the rebuilding cost of the **property** or the replacement values of the **contents** exceed the sums insured or the limits shown in the policy or **your schedule**;
- (d) if **you** or a member of **your** family are convicted of or receive a police caution for any offence other than driving offences;
- (e) if the **property** is being used for business or professional purposes;
- (f) the use of the **property** or if the **property** is altered in any way or if the **property** is let to persons referred by the DSS or Local Authority or Housing Association or Charitable Organisation;
- (g) if the **property** is not in a good state of repair.

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

## 4. Untenanted Property

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

- (a) inspect the **property** internally at least once a week;

# Conditions

continued

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

## 5. Personal Representatives

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

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

## 6. Other Insurance

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

## 7. Cancellation

The policy may be cancelled:

- 1. by **you** giving written instruction to **us** at any stage of the duration of the contract;
- 2. by **us**:
  - (a) sending 14 days written notice in the event of non-payment of any monthly premium;
  - (b) sending 30 days written notice in all other circumstances;

by recorded delivery letter to **your** last known address.

**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

# Conditions

continued

time for which **you** have been covered and an administration fee of £25. This will be calculated on a pro-rata basis for the period for which **you** received cover. This applies regardless of whether or not a claim has been made.

To exercise **your** right to cancel, please contact Alan Boswell Group at the following address:

Alan Boswell Group  
Harbour House  
126 Thorpe Road  
Norwich NR1 1UL

Telephone: 01603 218000.

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.

## 8. Fraud

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

## 9. Index Linking

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

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

## 10. Contracts (Rights of Third Parties) Act 1999

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

# Conditions

continued

## 11. Claims

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

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

## 12. Law Applicable to Contract

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

## 13. Maintenance/Safety Requirements

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

# Exceptions

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

**We** will not pay for:

## 1. Radioactive Contamination

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

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

## 2. Sonic Booms

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

## 3. War Risks

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

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

## 4. Events Before the Policy Started

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

## 5. Deliberate Acts

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

## 6. Reduction in Value

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

## 7. Deception

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

## 8. Business Property and Legal Liability

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

# Exceptions

continued

## 9. Confiscation

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

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

## 10. Pollution or Contamination

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

## 11. Date Change and Computer Viruses

Any loss, damage or liability arising from:

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

## 12. Terrorism

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

## 13. Wear and Tear

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

# Policy Cover

## Section A – Buildings

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

WHAT IS INSURED	WHAT IS NOT INSURED
<p><b>We</b> will pay for loss or damage to <b>buildings</b> caused by:</p>	<p>The <b>excess</b> which is shown on <b>your schedule</b> under all paragraphs of this section except paragraph 21.</p> <p>Note paragraph 10 has a higher <b>excess</b> of £1,000</p> <p><b>We</b> will not pay for:</p>
<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 while the <b>property</b> is <b>unoccupied</b>.</p> <p>The first £1,000 of each incident of loss or damage caused by legal <b>tenants</b> or guests.</p>
<p>5. Storm or flood.</p>	<p>Loss or damage:</p> <ul style="list-style-type: none"> <li>caused by frost;</li> <li>to gates, hedges and fences;</li> <li>caused by a rise in the water table or other gradually occurring cause.</li> </ul>
<p>6. (a) water escaping from any fixed domestic water or heating installation, washing machine, dishwasher, refrigerator, freezer or fixed fish tank;</p> <p>(b) oil escaping from any fixed domestic heating installation.</p>	<p>Loss or damage caused while the <b>property</b> is <b>unoccupied</b>.</p>
<p>7. Theft or attempted theft, following forcible and violent entry to or from the <b>property</b>.</p>	<p>Loss or damage caused:</p> <ul style="list-style-type: none"> <li>by persons lawfully on the <b>premises</b>;</li> <li>while the <b>property</b> is <b>unoccupied</b>.</li> </ul>
<p>8. Collision by:</p> <p>(a) aircraft or other aerial devices or items dropped from them;</p> <p>(b) vehicles or animals.</p>	<p>(b) loss or damage caused by pets and livestock.</p>

# Policy Cover

## Section A – Buildings

continued

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

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

# Policy Cover

## Section A – Buildings

continued

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

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

# Policy Cover

## Section A – Buildings

continued

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

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

# Policy Cover

## Section A – Buildings

continued

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

WHAT IS INSURED	WHAT IS NOT INSURED
<p><b>21. Property Owners Liability.</b></p> <p><b>We</b> will indemnify <b>you</b> in respect of <b>your</b> legal liability:</p> <p><b>(a)</b> as owner but not occupier of the <b>buildings</b> and their land;</p> <p>or</p> <p><b>(b)</b> resulting from <b>your</b> previous ownership of any private property under Section 3 Defective Premises Act 1972;</p> <p>for damages, costs and expenses if following an accident during the period of insurance someone suffers <b>bodily injury</b> or their property is damaged.</p> <p>The most <b>we</b> will pay for any claim or claims arising from one event is £5,000,000 plus costs agreed by <b>us</b> in writing.</p>	<p>Liability arising directly or indirectly from:</p> <ul style="list-style-type: none"> <li>any contract or agreement that says <b>you</b> or a member of <b>your</b> family are liable for something which <b>you</b> or they would not otherwise have been liable for;</li> <li>the occupation of the <b>buildings</b>;</li> <li>any business or professional use of the <b>buildings</b> other than in <b>your</b> capacity as owner of the <b>property</b>.</li> </ul> <p>Liability for:</p> <ul style="list-style-type: none"> <li><b>bodily injury</b> to <b>you</b> or to a person employed by <b>you</b>;</li> <li>property belonging to <b>you</b> or for which <b>you</b> are responsible.</li> </ul>
<p><b>22. Employers Liability.</b></p> <p><b>We</b> will indemnify <b>you</b> for any amount that <b>you</b> are legally liable to pay as compensation for <b>bodily injury</b> (including death, disease or illness) to your <b>employees</b>. The cause of <b>bodily injury</b> must arise during the period of insurance and from the work they are employed to do in connection with <b>your</b> business as a landlord within the <b>United Kingdom</b>.</p> <p>The most <b>we</b> will pay for any claim or claims arising from one event is £10,000,000 plus costs agreed by <b>us</b> in writing.</p>	<p>Any damages in respect of liability for which compulsory motor insurance or security is required under any compulsory road traffic act legislation.</p>

# Policy Cover

## Section A – Buildings

continued

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

WHAT IS INSURED	WHAT IS NOT INSURED
<p>23. Accidental Damage.</p>	<p>Any loss or damage shown as not insured under paragraphs 1-13 of this section.</p> <p>Cost of maintenance or routine decoration.</p> <p>Damage occurring whilst:</p> <ul style="list-style-type: none"><li>• the <b>property</b> is <b>unoccupied</b>;</li><li>• the <b>property</b> is undergoing demolition, structural alteration or structural repair.</li></ul> <p>Damage caused by or arising from:</p> <ul style="list-style-type: none"><li>• insects, parasites, vermin, fungus or mildew;</li><li>• chewing, scratching, tearing or fouling by pets;</li><li>• atmospheric or climatic conditions or frost (except as covered by paragraph 11);</li><li>• alteration, repair, maintenance, cleaning, restoration, dismantling, renovation or breakdown;</li><li>• faulty design or workmanship or the use of faulty materials;</li><li>• structural movement, settlement, shrinkage;</li><li>• any gradually occurring damage.</li></ul>

# Policy Cover

## Section B – Contents

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

WHAT IS INSURED	WHAT IS NOT INSURED
<p>Loss or damage to <b>contents</b> which <b>you</b> own or which <b>you</b> are legally responsible for whilst in the <b>property</b>:</p> <p>Caused by:</p>	<p><b>We</b> will not pay for:</p> <p>The <b>excess</b> which is shown on <b>your schedule</b> under all paragraphs of this section except paragraph 11.</p>
1. Fire, explosion, lightning or earthquake.	
2. Smoke.	
3. Riot, civil commotion, strikes, labour or political disturbances.	
4. Malicious acts.	<p>Loss or damage caused while the <b>property</b> is <b>unoccupied</b>.</p> <p>The first £1,000 of each incident of loss or damage caused by legal <b>tenants</b> or guests.</p> <p>Any amount exceeding £2,000 in respect of any claim in respect of loss or damage in or from sheds, greenhouses, summerhouses, outbuildings or garages.</p>
5. Storm or flood.	Loss or damage caused by a rise in the water table or other gradually occurring cause.
6. (a) water escaping from any fixed domestic water or heating installation, washing machine, dishwasher, refrigerator, freezer or fixed fish tank; (b) oil escaping from any fixed domestic heating installation.	Loss or damage caused while the <b>property</b> is <b>unoccupied</b> .
7. Theft or attempted theft following forcible and violent entry to or from the <b>property</b> .	<p>Loss or damage caused:</p> <ul style="list-style-type: none"> <li>• by persons lawfully on the <b>premises</b>;</li> <li>• while the <b>property</b> is <b>unoccupied</b>.</li> </ul> <p>Any amount exceeding £2,000 in respect of any claim in respect of loss or damage in or from sheds, greenhouses, summerhouses, outbuildings or garages.</p>

# Policy Cover

## Section B – Contents

continued

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

WHAT IS INSURED	WHAT IS NOT INSURED
<p><b>8.</b> Collision by:</p> <ul style="list-style-type: none"> <li>(a) aircraft or items dropped from them or other flying objects;</li> <li>(b) vehicles or animals.</li> </ul>	<p>(b) loss or damage caused by pets and livestock.</p>
<p><b>9.</b> (a) falling aerials (including satellite dishes) their fittings and masts;</p> <p>(b) falling trees or branches.</p>	
<p><b>10.</b> Subsidence or ground heave of the site that the <b>buildings</b> stand on or land slip.</p>	<p>Damage caused by or resulting from coastal or river erosion.</p>
<p><b>11.</b> Legal Liability.</p> <p><b>We</b> will indemnify <b>you</b> in respect of legal liability as owner of landlord's <b>contents</b> at the <b>property</b> insured by this section, for damages and claimant's costs arising in connection with accidental <b>bodily injury</b> (including death, disease or illness) or <b>accidental damage</b> to material property occurring during the period of insurance.</p> <p>The most <b>we</b> will pay for any claim or claims arising from one event is £5,000,000 plus costs agreed by <b>us</b> in writing.</p> <p><b>We</b> will also pay legal costs and expenses agreed by <b>us</b>.</p>	<p>Liability arising from:</p> <ul style="list-style-type: none"> <li>• <b>bodily injury</b> to <b>you</b> or a member of <b>your</b> family or to a person employed by <b>you</b> or a member of <b>your</b> family;</li> <li>• damage to property owned or held in trust by or in the custody or control of <b>you</b>;</li> <li>• any contract or agreement that says that <b>you</b> are liable for something which <b>you</b> would not otherwise have been liable for;</li> <li>• ownership of any land or building including the <b>property</b>;</li> <li>• the ownership, custody, control or use of: <ul style="list-style-type: none"> <li>– road vehicles or any other mechanically powered or assisted vehicles (except domestic gardening equipment, battery or pedestrian operated models or toys, golf trolleys or wheelchairs);</li> <li>– caravans, horse boxes or trailers;</li> <li>– aircraft, hanggliders, hovercraft, watercraft or any other equipment designed for or intended for use on or in water (except battery or pedestrian operated models or toys or hand propelled watercraft not owned by <b>you</b> or a member of <b>your</b> family) or parts or accessories designed for or intended for use on or in any of them;</li> <li>– animals other than domestic pets and horses kept for private hacking;</li> <li>– dogs of a type referred to in the Dangerous Dogs Act 1991 or any subsequent amendment;</li> <li>– firearms, except legally-held sporting guns while being used for sporting purposes.</li> </ul> </li> </ul>

# How to make a claim

1. Check the policy booklet and **your** policy **schedule** to see which section **you** are covered for.
2. Telephone the **Alan Boswell Group** on **01603 218099** or the **MMA Property Care Line** on **0844 902 0789**.
4. Do not admit fault if **you** are being held responsible for injury or damage. Send all documents **you** receive unanswered and without delay to MMA Insurance, Norman Place, Reading RG1 8DA.

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

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

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

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

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

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

# How we settle your claim

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

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

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

- in the Conditions on pages 7-10;
- in the Exceptions on pages 11-12;
- under What is not Insured on pages 13-19.

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

# How we settle your claim

continued

## Section A: Buildings

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

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

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

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

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

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

## Underinsurance

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

# How we settle your claim

continued

## Section B: Contents

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

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

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

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

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

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

## Underinsurance

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

# About MMA

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

MMA's reputation is founded on a track record of consistent profitability, financial stability (Standard & Poor's rate MMA 'A 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.





[www.mma-insurance.com](http://www.mma-insurance.com)

MMA Insurance plc  
Norman Place  
Reading  
RG1 8DA

Telephone: 0844 9021000  
Fax: 0118 955 2211



[www.alanboswell.com](http://www.alanboswell.com)

Alan Boswell Group  
Harbour House  
126 Thorpe Road  
Norwich NR1 1UL

Telephone: 01603 218000

Authorised and regulated  
by the Financial Services  
Authority No. 301081

MMA Insurance plc  
Registered in England and Wales No. 613259  
Authorised and regulated by the Financial Services Authority No. 202277



P90C 04/10