

Company Number: 07147130

Adopted on 28 April 2016

THE RULES

OF

THE MILITARY MUTUAL LIMITED

THE MILITARY MUTUAL LIMITED

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PART 1 INTRODUCTION

THE RULES PREVAIL

1. These are the Rules of The Military Mutual Limited and they are to be read with the Articles and the Member Documents and, where applicable, Cover Wording of each Member. If there is ever any inconsistency between these Rules and any other document, the provisions of these Rules shall apply unless expressly stated otherwise.

AMENDMENTS TO THE RULES

2. In accordance with Article 4.5 and subject to Article 4.6 of the Articles, these Rules may be amended or varied at any time by the Board, as the Board thinks appropriate.

PART 2 COVER AND SERVICES

COVER

3. The Mutual may:
 - 3.1. provide discretionary cover against loss, damage, liability or expense as set out in these Rules, the Member's Member Documents and Cover Wording; and/or
 - 3.2. arrange a contract of insurance on the Member's behalf.

POWER OF THE BOARD TO MAKE PAYMENTS

4. The Board may grant discretionary cover from the funds of the Mutual to any Member in full or in part with regard to any of the matters set out in these Rules and that Member's Member Documents and Cover Wording.

DISCRETION

5. Any Cover provided by the Mutual is always at the absolute discretion of the Board and in respect of such Cover:

- 5.1. any reference in these Rules or in any Member Documents or Cover Wording to risks covered, or to cover, or to any payment by the Mutual to a Member, or any such similar expressions shall be read accordingly; and
- 5.2. any reference to the discretion of the Board and to any action to be taken as the Board thinks fit shall be construed as a discretion to be exercised and action to be taken in the sole and absolute discretion of the Board without any fetter or other qualification whatsoever.

LIMIT OF COVER

6. Cover provided by the Mutual is limited to the amounts and subject to the excesses stated in the Member's Member Documents issued under Rule 18 [Certificate of Membership and Member Documents] and/or the Cover Wordings issued under Rule 19 [Cover Wordings].

CONDITIONS OF COVER

7. Cover provided by the Mutual is subject to all the conditions set out in these Rules, the Member's Member Documents and Cover Wording, and such Cover may only be changed by agreement in writing between the Member and the Mutual under Rule 25 [Changes to Cover].

RIGHT TO SEEK RECOVERY

8. Subject always to Rule 5 and Rule 39 [Discretion/Claims Made After Membership Ends], the Mutual may be asked to pay out of the funds of the Mutual the amount of any liability, loss, cost or expense which has been or may be incurred in respect of the risks set out in Rules 11 and 12 [Covered Risks/Related Losses] but only to the extent and upon the terms, conditions and exclusions set out in these Rules and the Member's Member Documents and Cover Wording.

RIGHT OF SET-OFF BY THE MUTUAL

9. Without prejudice to any other provisions of these Rules, the Mutual is entitled to set off any amount due from a Member against any amount agreed to be due to that Member from the Mutual.

SERVICES

10. The Mutual may, in the Board's discretion, offer, arrange or introduce Services to Members.

PART 3 SCOPE OF COVER

COVERED RISKS

11.1. Subject to the terms of each Member's Member Documents and Cover Wording, the Mutual may offer or arrange Cover for any of the following risks:

- 11.1.1. Military Kit
- 11.1.2. Property
- 11.1.3. Business
- 11.1.4. Public Liability
- 11.1.5. Employer's Liability
- 11.1.6. Life
- 11.1.7. Injury
- 11.1.8. Medical Treatment
- 11.1.9. Professional Indemnity
- 11.1.10. Legal Expenses
- 11.1.11. Travel
- 11.1.12. Repatriation
- 11.1.13. Motor
- 11.1.14. Pets
- 11.1.15. Education
- 11.1.16. Motor Premium protection, on the terms set out in Rule 11.3
- 11.1.17. Any other risk that the Board in its discretion may decide to offer.

11.2. It shall be a term of the Cover that the Mutual may, on the death of a Member who was, at the time of death, serving in the Armed Forces or the Royal Fleet Auxiliary, pay, for a period of six calendar months from the date of the death, claims made against the risks set out in the deceased Member's Member Documents and Cover Wording, on the same terms, by:

- 11.2.1. the deceased's Member's surviving spouse, civil partner or co-habiting partner ("partner") permanently residing at the deceased Member's permanent private address, including SFA or SSFA; or
- 11.2.2. if there is no such surviving partner, the eldest of the deceased Member's surviving children over the age of twenty one (21) permanently residing at the deceased Member's permanent private address or SFA or SSFA; or
- 11.2.3. the deceased Member's executor(s).

11.3. It shall be a term of a Member's Membership that, where a contract of motor insurance is arranged by the Mutual on behalf of the Member, the Mutual may, following the death of the Member who was, at the time of death, serving in the Armed Forces or the Royal Fleet Auxiliary, pay the premiums payable by:

11.3.1. the deceased's Member's surviving spouse, civil partner or co-habiting partner ("partner") permanently residing at the deceased Member's permanent private address, including SFA or SSFA; or

11.3.2. if there is no such surviving partner, the eldest of the deceased Member's surviving children over the age of twenty one (18) permanently residing at the deceased Member's permanent private address or SFA or SSFA

for six calendar months from the date of the Member's death on such terms as the Mutual deems appropriate in the circumstances, provided by insurer(s) of the Mutual's choosing, for the vehicles included in the Member's motor insurance arranged by the Mutual at the time of the Member's death.

RELATED LOSSES

12. Subject to the terms of a Member's Member Documents and Cover Wording and Rule 13, the Mutual may also pay in respect of Cover provided by the Mutual:

12.1. legal costs or other expenses connected with a claim made under these Rules which the Mutual agrees to pay;

12.2. losses, costs and expenses necessarily incurred to avoid or reduce such a claim even if such losses, costs and expenses would normally be excluded by these Rules;

12.3. losses, costs and expenses which are incurred at the written request of the Mutual or the Managers.

CONDITIONAL RECOVERY OF RELATED LOSSES

13. In relation to Rules 12.1 and 12.2 [Related Losses] no such losses, legal or other costs or expenses may be paid by the Mutual unless:

13.1. they have been incurred with the prior agreement of the Mutual; or

13.2. the Board subsequently agrees that such losses, costs and expenses were reasonably incurred.

OMNIBUS RULE

14. The Mutual may consider and agree claims for losses, liabilities, costs or expenses (“risks”) which fall outside the terms of the Cover provided by the Mutual or insurance arranged by the Mutual as the Board, in the Board's discretion, may decide even if such risks are excluded by these Rules or in any Member Documents and Cover Wording issued under these Rules or any applicable contract of insurance.

PART 4 MEMBERSHIP

APPLICATION FOR MEMBERSHIP

15. Any member of the Military Family who wishes to become a Member of the Mutual shall apply for Membership and Cover and/or Services and shall do so in such form as may from time to time be required or approved by the Board and shall provide all information requested by the Mutual.

DISCRETIONARY DECISION OF THE BOARD

16. Acceptance of an application for Membership or the refusal of Membership is in the Board's absolute discretion, and the Board will not be obliged to give reasons for refusing to admit any applicant as a Member of the Mutual.

COMMENCEMENT OF MEMBERSHIP

17. If an application for Membership is accepted, the applicant shall be a Member of the Mutual from the date stated in that Member’s Certificate of Membership.

CERTIFICATE OF MEMBERSHIP AND MEMBER DOCUMENTS

18. Before or as soon as possible after Membership begins, the Mutual shall issue to the Member:
 - 18.1. a Certificate of Membership to confirm that the Member is a member of the Mutual;
and
 - 18.2. in respect of Cover, the Member Documents (subject to any special terms upon which may be agreed under Rule 22 [Special Terms of Membership]) which shall include:

- 18.2.1. the name and contact details of the Member;
 - 18.2.2. the name and contact details of an Approved Contact (if any);
 - 18.2.3. the name and contact details of the Member's Representative (if any);
 - 18.2.4. a summary of the Cover;
 - 18.2.5. the Cover Period;
 - 18.2.6. the limits of the Cover and the excesses applicable to the Member;
 - 18.2.7. the Contributions due from the Member and/or any special terms as to Contributions;
 - 18.2.8. the name of any Affiliated Body;
 - 18.2.9. where any contract of insurance has been arranged by the Mutual on the Member's behalf, the basis on which such insurance is arranged;
 - 18.2.10. information about the Member's right to cancel the Cover and making a claim or complaint; and
 - 18.2.11. a record of the information provided by or on behalf of the Member.
- 18.3. in respect of Services, any documents the Mutual may consider are appropriate to the Services.

COVER WORDINGS

19. The Mutual shall issue Cover Wordings which shall:
- 19.1. contain details of the Member's Cover and the conditions and exclusions which apply to the Cover;
 - 19.2. set out the terms of any contract of insurance arranged by the Mutual on the Member's behalf and the basis on which such insurance is arranged;
 - 19.3. be available on the Mutual's website; and
 - 19.4. be supplied to a Member in hard copy if so requested by the Member.

TERMS AND CONDITIONS OF MEMBERSHIP

20. The terms and conditions of Membership of the Mutual are set out in these Rules and are subject to such changes, within the scope of these Rules, as may be agreed between a Member and the Mutual and recorded in the Member Documents.

CONCLUSIVE EVIDENCE

21. Subject to Rule 24 [Payment of Contributions and Termination Events], the Member Documents and Cover Wording issued under these Rules and any applicable document issued by the Mutual in respect of Services shall be conclusive evidence of the conditions of Membership between the Member and the Mutual.

SPECIAL TERMS OF MEMBERSHIP

22. The Mutual may agree special terms of Membership and Contributions for Members and such special terms shall be shown in the Member Documents.

PARTICULARS AND INFORMATION PROVIDED BY MEMBERS

23. A Member shall comply with all applicable laws concerning information to be provided before and during Membership and, in so far as is permitted by law, such information provided by or on behalf of a Member shall, if the application for Membership is accepted, form part of the terms of Membership between the Member and the Mutual, and it is a condition of Membership that all such information is true and complete so far as it is within the Member's knowledge or could with reasonable enquiries have been ascertained by the Member.

PAYMENT OF CONTRIBUTIONS AND TERMINATION EVENTS

24. Unless otherwise agreed in writing by the Board, a Member's Membership of the Mutual is only valid if:
 - 24.1. all Contributions have been paid as specified in these Rules and as set out in the Member's Member Documents; and
 - 24.2. none of the events in Rules 29 or 30 [Termination of Membership/Member's Conduct] has occurred.

CHANGES TO COVER

25. If at any time the Mutual and a Member agree to change the terms and/or conditions of the Cover, the Mutual shall amend the Member Documents to show the change and the date from which it is to take effect.

COVER PERIOD

26. Except as otherwise provided in these Rules, the Cover Period shall begin on the date and at the time stated in the Member Documents (or in the case of a change of Cover under Rule 25 [Changes to Cover] at 00:01 hours on the date the change takes effect) and shall, continue until and including 24.00 hours on the day before the first anniversary of such date, unless otherwise agreed in writing by the Mutual. All Contributions shall be calculated pro rata to the date of Membership or change.

PART 5 ENDING MEMBERSHIP

LEAVING THE MUTUAL

27. Unless:
- 27.1. a Member's Member Documents or Cover Wording say otherwise;
 - 27.2. one or more of the events under Rule 29 [Termination of Membership] has happened;
 - or
 - 27.3. the Mutual has given a notice under Rule 30 [Member's Conduct]
- a Member may leave the Mutual at any time by giving the Mutual written notice by letter or email.

REFUND OF CONTRIBUTIONS ON LEAVING THE MUTUAL

28. Unless a Member's Member Documents or Cover Wording say otherwise, if a Member who leaves under Rules 27 [Leaving the Mutual]:
- 28.1. has paid Contributions in advance for the whole of the Cover Period, and if no claim is made or may be made, the Mutual will refund the Contributions for the rest of the Cover Period, but the Mutual may charge an administration fee for processing any refund;
 - 28.2. pays Contributions on a monthly basis, the Mutual will not refund any part of a Contribution for the month in which the withdrawal takes effect.

TERMINATION OF MEMBERSHIP

29. Unless otherwise agreed by the Board in writing, a Member's Membership shall end immediately if any of the following happens:
- 29.1. the dissolution of the Member (if the Member is not a natural person);
 - 29.2. a resolution or an order is made for the winding up of the Member, other than for the purposes of re-organisation;
 - 29.3. an insolvency practitioner, Receiver or the Official Receiver is appointed in respect of the Member;
 - 29.4. the Member fails to pay any sum due from the Member under these Rules and then also fails to pay after the Mutual sends a final notice requesting payment by a certain date;
 - 29.5. all Cover Periods have expired in accordance with Rule 26 [Cover Period];
 - 29.6. the Mutual becomes aware that the Member is not a member of the Military Family;
 - 29.7. the death of the Member.

MEMBER'S CONDUCT

30. If a Member or any person making a claim under the Member's Cover fails to comply with these Rules or breaches any condition set out in the Member's Member Documents or Cover Wording or any other document which forms part of the terms of the Member's Cover or Membership and, in the opinion of the Board, the Member's failure to comply or breach is so serious as to prejudice the interests of the Mutual, the Board may, in its discretion, terminate that Member's Membership by giving fourteen (14) days' notice in writing to the Member.

NO RIGHT TO SURPLUS

31. Subject to Rules 28 and 32 [Refund of Contributions on Leaving the Mutual/Contributions Due on Ending Membership], from the date of leaving the Mutual under Rule 27 [Leaving the Mutual] or termination of Membership under Rule 29 [Termination of Membership] or Rule 30 [Member's Conduct]:
- 31.1. the Member shall not have to contribute in respect of the Member's Membership or any part of it; and
 - 31.2. the Member shall have no right to share in any return of Contributions or other receipts under Rule 47 [Disposal of Surplus] in respect of Membership; but
 - 31.3. if the Mutual is wound up, any right the Member has under Article 51 [Winding Up] will continue .

CONTRIBUTIONS DUE ON ENDING MEMBERSHIP

32. A former Member will remain liable to pay to the Mutual all Contributions owing by the former Member to the Mutual unless:
- 32.1. the former Member is due a refund under Rule 28 [Refund of Contributions on Leaving the Mutual]; or
 - 32.2. Membership has ended because of the death of the Member.

RECOVERY OF UNPAID CONTRIBUTIONS

33. The Mutual may take legal proceedings to recover any money due from a Member or former Member to the Mutual.

REINSTATEMENT OF MEMBERSHIP AND COVER

34. If a former Member pays to the Mutual all outstanding amounts, the Board may, in its absolute discretion, reinstate Membership and Cover provided by the Mutual for such period or periods as the Board may decide.

PART 6 CLAIMS

CONSIDERATION OF CLAIMS

35. Subject to Articles 15.2 and 15.3 of the Articles [Conflicts of Interest], the Board shall consider claims which may be paid by the Mutual in accordance with these Rules as the Board determines and as and when it thinks fit, but the Board can authorise the Managers to pay claims in the Managers' discretion without prior reference to the Board.

PREVENTING AND MINIMISING LOSS

36. When something happens which may give rise to a claim under these Rules, the Member or any person making a claim under the Member's Cover shall take such steps:
- 36.1. as at the time appear to the Member to be appropriate to prevent or minimise any loss, damage, expense or liability in respect of which the Member may make a claim under these Rules; or
 - 36.2. as requested by or on behalf of the Mutual.

REDUCTION OR REJECTION OF CLAIMS

37. Without prejudice to any other provisions of these Rules the Board may, in its absolute discretion, reject a claim or reduce the sum the Mutual may agree to pay in respect of a claim if:
- 37.1. the Mutual is not given reasonable notice of:
 - 37.1.1. a claim made by a third party; or
 - 37.1.2. any losses or potential losses which may fall within these Rules;
 - 37.2. a claim is settled, or any liability is admitted without the prior written consent of the Mutual;
 - 37.3. there is any failure to comply with a recommendation or directive made at any time by or on behalf of the Mutual in connection with the handling or settlement of the claim or potential claim;
 - 37.4. there is any failure to comply with the obligations under Rule 36 [Preventing and Minimising Loss]; or
 - 37.5. there is any failure to comply with any other condition set out in any document issued by the Mutual which forms part of the terms of the Member's Cover.

WAIVER BY THE BOARD

38. Subject to Rule 30 [Member's Conduct], even if a Member does not comply with these Rules or the terms and conditions of the Cover provided by the Mutual, the Board may in its discretion waive any of the Mutual's rights arising under these Rules or otherwise and may approve and pay in full or in part any claim which it thinks fit. The Mutual shall nevertheless at all times and without notice be entitled to insist on the strict application of these Rules and the terms and conditions of such Cover.

CLAIMS MADE AFTER MEMBERSHIP ENDS

39. Subject to Rules 11.2 and 11.3 [Covered Risks], if the Cover provided by the Mutual ends for any reason, the Mutual will not consider any claim about any event which happens after the Cover ends. The Mutual will, however, subject to the Rules and the terms and conditions of a Member's Cover, consider claims about events which happened before the Cover ended even if the claim is made after the Cover ends.

EXCLUSIONS

40. Except as otherwise provided in these Rules or the Member's Member Documents and the Cover Wording, a Member or former Member shall have no right to claim for any liabilities, costs and expenses resulting or arising from:
- 40.1. any circumstances not notified to the Mutual before the start of a Cover Period and which the Member or any person making a claim under the Member's Cover knew or ought reasonably to have known might give rise to a claim falling within the Cover provided under these Rules;
 - 40.2. any dishonest, fraudulent, criminal or malicious act or omission or wilful or reckless misconduct of or on behalf of a Member or anyone in the Member's immediate family or any person making a claim under the Member's Cover or the Member's Representative or Affiliated Body; or
 - 40.3. all other matters which are excluded in the Member Documents or Cover Wordings.

CONDUCT OF CLAIMS

41. The Mutual shall have the right at any time, if it so decides, to control or direct the conduct of any claim or legal or other proceedings relating to any matter which has resulted in or which may result in loss, damage, expense or liability in respect of which a claim may be made under these Rules or the Cover and, where it is reasonable so to do, require that such claim is or proceedings are settled or otherwise disposed of in such manner and upon such terms as the Mutual sees fit.

DUPLICATE COVER – RATEABLE PROPORTION

42. Where a Member is insured or entitled to indemnity in any manner whatsoever, other than under insurance arranged by the Mutual, against any of the losses, liabilities, costs or expenses which might otherwise have been recoverable from the Mutual under these Rules, the Mutual shall contribute no more than its rateable proportion to such liabilities, costs or expenses on the basis of any terms in such insurance excluding or limiting liability on the grounds of double insurance or otherwise.

INTEREST

43. The Mutual shall not pay interest on any claim made under a Member's Cover save for interest which may be agreed or awarded by a court or tribunal in respect of claims brought by third parties

PART 7 THE FUNDS OF THE MUTUAL

APPLICATION OF CONTRIBUTIONS

44. The Members' Contributions shall be:
- 44.1. used to pay the claims and other expenses or outgoings (whether incurred, accrued or anticipated) which at the discretion of the Board properly fall upon the Mutual; and/or
 - 44.2. used to pay any costs or expenses incurred by the Mutual in entering into insurance contracts in respect of the Cover provided by the Mutual ; and/or
 - 44.3. transferred to reserves or provisions as the Board may deem it expedient to make, including transfers to reserves and provisions in respect of any deficiency which has occurred or which may be thought likely to occur in respect of any Closed Financial Year as the Board thinks fit.

EFFECT OF NON-PAYMENT OF CONTRIBUTIONS

45. If any Contributions or other payment due from a Member to the Mutual are not paid, and if the Board decides that payment cannot be obtained, the amount of the non-payment shall be treated as an expense of the Mutual for the purposes of applying Contributions under Rule 44 [Application of Contributions].

CLOSING A FINANCIAL YEAR

46. The Board shall, at such time as it may deem expedient after the end of a Financial Year, declare that such Financial Year shall be closed.

DISPOSAL OF SURPLUS

47. If, before any Financial Year is closed, it appears to the Board at any time that the Contributions and other receipts (including transfers from reserves and provisions) in respect of such Financial Year shall exceed the claims, expenses, losses and other outgoings (whether incurred, accrued or anticipated) falling upon the Mutual for that year together with all transfers to reserves and provisions made out of the Contributions paid in respect of such Financial Year, then the excess may, at the discretion of the Board, be disposed of in whole or in part either:

47.1. to Reserves in accordance with the provisions of Rule 49 [Reserves]; and/or

47.2. by being returned in whole or in part to the Members who were Members in that Financial Year in proportion to their respective Contributions, save that no return shall be made to:

47.2.1. any person who has ceased to be a Member; or

47.2.2. any Member who has failed to pay any sums due under these Rules in that Financial Year.

CLOSED FINANCIAL YEAR – ALLOCATION OF CREDITS AND DEFICITS

48. If in respect of any Closed Financial Year it shall appear to the Board at any time that the claims, expenses, losses and other outgoings (whether incurred, accrued or anticipated) falling upon the Mutual for that Financial Year, together with all transfers to reserves and provisions, are not equal to the Contributions and other receipts (including transfers from reserves and provisions) in respect of that Financial Year, then any credit shall be transferred to the General Reserve of the Mutual and any deficit shall be treated as an expense of the Mutual and may be made up by a transfer from the General Reserve of the Mutual.

RESERVES

49. The Board may establish and maintain such reserve funds as it thinks fit, including a General Reserve or other accounts, for such contingencies or purposes as the Board in its discretion thinks fit.

GENERAL RESERVE

50. The Board may set aside at any time to General Reserve such sums from the proceeds of any Contributions in respect of any Financial Year as it thinks fit. Such General Reserve may be used by the Mutual at any time so as to provide in whole or in part for any claims, expenses,

losses or other outgoings of the Mutual (whether incurred, accrued or anticipated) and including, but not limited to, any deficiency which has occurred or may occur in respect of any Closed Financial Year, or so as to eliminate or reduce any Contribution in respect of any Financial Year past, present or future.

INVESTMENT

51. The funds of the Mutual may be invested by the Board or the Managers or by an investment manager appointed by the Board. The Board may from time to time and at any time lay down such policy guidelines for the investment of the funds of the Mutual as it shall think fit.

TYPES OF INVESTMENT

52. Such investments may be made by means of the purchase of such stocks, shares, bonds, debentures, derivatives, futures, options, swaps or other securities, or the purchase of such currencies, commodities or other real or personal property, or by means of being deposited in such accounts as the Board thinks fit, or by such other method whether producing income or not as the Board thinks fit.

POOLING OF INVESTMENT FUNDS

53. Unless the Board otherwise decides, the funds standing to the credit of all Financial Years and of any reserve or account, shall be pooled and invested as one fund.

ALLOCATION OF INVESTMENT GAINS AND LOSSES

54. When funds are so pooled any dividends, interest or accruals of interest and any realised investment gains (including dividends or accruals of interest) or losses, arising on the pooled funds shall be credited or debited, as the case may be, to the Financial Year in which such gains or losses arise.

APPLICATION OF INVESTMENT GAINS

55. Any investment gains may be used to meet:
 - 55.1. the claims, expenses, losses and other outgoings (whether incurred, accrued or anticipated) which in the opinion of the Board necessarily and properly fall on the Mutual in respect of such Financial Year; and/or

- 55.2. such transfers to reserves or provisions as the Board may deem it expedient to make, including transfers to reserves and provisions in respect of any deficiency which has occurred or which may be likely to occur in respect of any Closed Financial Year, as the Board thinks fit.

INVESTMENT LOSSES

56. Any investment losses shall be treated as an expense of the Mutual and may be made up by a transfer from the reserves of the Mutual.

PART 8 COMMUNICATIONS AND NOTICES

WRITTEN COMMUNICATIONS

57. Unless the Member and the Mutual have otherwise agreed in writing, all communications from or on behalf of the Mutual regarding Cover and/or Services and Membership, including all communications in electronic form, shall be sent to the Member or the Member's Representative or Approved Contact using the contact details appearing in the Member's Member Documents, or the Member's or Member's Representative's or Approved Contact's last known contact details.

NOTICES TO BE SERVED ON THE MUTUAL

58. A notice required under these Rules to be served on the Mutual may be served by sending it:
- 58.1. by post in a pre-paid envelope addressed to the Mutual at the Mutual's current registered office; or
 - 58.2. by email to the Mutual at the email address notified by the Mutual from time to time; or
 - 58.3. by text message to the Mutual on the number notified by the Mutual from time to time; or
 - 58.4. by such other means as may be prescribed by the Mutual.

NOTICES TO BE SERVED ON MEMBERS

59. A notice regarding Cover, a Service or Membership which is required or permitted under these Rules to be served on a Member may be served by sending it:
- 59.1. by hand; or
 - 59.2. by post in a pre-paid envelope to the Member or the Member's Representative at the address appearing in the Member's Member Documents, or the last known address of the Member or Member's Representative or Approved Contact; or
 - 59.3. if agreed by the Member, by email to the email address appearing in the Member's Member Documents, or to the last known email address of the Member or the Member's Representative or Approved Contact; or
 - 59.4. if agreed by the Member, by text message to the telephone number appearing in the Member's Member Documents, or the last known telephone number of the Member or the Member's Representative or Approved Contact; or
 - 59.5. in the case of a general notice to Members, and if agreed or deemed to be agreed by the Member, by posting a notice on the Mutual's website and notifying the Member that such notice has been posted.

DEEMED DATE OF SERVICE AND PROOF OF SERVICE

60. Any notice or other document:
- 60.1. if served by post shall be deemed to have been served on the second working day following the day on which the letter containing it was posted, and in proving such service it shall be sufficient to prove that the letter was properly addressed and put into the post in a pre-paid envelope; or
 - 60.2. if served in electronic form shall be deemed to have been served on the day it was sent if such day is a working day, and otherwise at 9.00am on the next working day, and in proving such service it shall be sufficient to prove that such notice or document was duly dispatched to the telephone number or email address of the Member or the Member's Representative or Approved Contact appearing in the Member's Member Documents or the last known telephone number or email address.

PART 9 DISPUTES, GOVERNING LAW AND JURISDICTION

ADJUDICATION

61. If any difference or dispute arises between any Member and the Mutual about any loss, claim or demand made by that Member or in connection with these Rules or the Cover or a Service provided by the Mutual, it shall first be referred to and adjudicated upon by the Board, even if the Board has already considered the matter before any such difference or dispute arose. The reference and adjudication shall be on written submissions only, unless otherwise agreed by the Board

DISPUTE RESOLUTION

62. Subject to Rule 61 [Adjudication], any such dispute or difference may be referred to Court, arbitration in accordance with the Arbitration Act 1996, conciliation or mediation.

ARBITRATION

63. If the Mutual and the Member agree to refer a dispute or difference to arbitration, they will appoint a sole arbitrator. If the Mutual and the Member cannot agree on the identity of a sole arbitrator within thirty (30) days of the agreement to arbitrate, the reference shall be to an arbitrator appointed by the current President of the London Chamber of Commerce.

GOVERNING LAW

64. Unless the Mutual and a Member agree otherwise in writing, these Rules and any other relationship between the Mutual and a Member shall be governed by and construed in accordance with:
 - 64.1. for a Member who lives in or whose business is based in the United Kingdom, the laws of the part of the United Kingdom in which the Member lives;
 - 64.2. for a Member who lives in or whose business is based in the Channel Islands or the Isle of Man, the laws of that place.

JURISDICTION

65. Unless the Mutual and a Member agree otherwise in writing, any legal proceedings between the Mutual and the Member will take place in the Courts of:
- 65.1. for a Member who lives in or has its business is based in the United Kingdom, the part of the United Kingdom in which the Member lives or in which its business is based; or
 - 65.2. for a Member who lives in or has its business based in the Channel Islands or the Isle of Man, the Courts of that place.

PART 10 GENERAL TERMS AND CONDITIONS

INSURANCE - MEMBER'S RISKS

66. The Mutual may arrange insurance for the whole or any part of the risks arising in respect of individual Members upon such terms and with such insurers as the Board thinks fit, and the basis on which any such insurance is arranged shall be stated in the Member Documents.

INSURANCE – THE MUTUAL'S RISKS

67. The Mutual may cede or insure the whole or any part of any risk of the Mutual with such insured and on such terms as the Board thinks fit.

INSURANCE SUBJECT TO THE RULES

68. Subject to the provisions of the Financial Conduct Authority Handbook, any contract of insurance in respect of Mutualised Risks arranged by the Mutual for the benefit of Members will also be subject to these Rules (as applicable). To the extent that anything in the terms of such contract of insurance contradicts any provision of the Rules, then the former shall prevail.

NO ADMISSIONS

69. No act, omission, forbearance or conduct of the Mutual whatsoever and whenever occurring, whether by or through its officers, employees, Managers, agents or otherwise, shall constitute any admission or promise that the Mutual will forgo any of its rights under these Rules.

ASSIGNMENT ONLY WITH CONSENT

70. No obligation of the Mutual and no interest under these Rules or under any contract between the Mutual and any Member may be assigned without the written consent of the Board. The Board has the right, in its discretion, to give or refuse such consent, without stating any reason, or to give consent upon any such terms or conditions as it may think fit.

SET-OFF ON ASSIGNMENT

71. Before making any payment to a Member's assignee, the Mutual shall be entitled to deduct or retain such amount as the Mutual may then estimate to be sufficient to discharge any liabilities or potential liabilities of the Member to the Mutual.

SUBROGATION

72. Subject to Rule 73 [Subrogation – Employees], whenever a claim is made under these Rules or a Member's Cover, and before or after any payment is agreed or made by the Mutual, the Member shall, at the Mutual's request and expense, take or allow to be taken in the name of the Member any steps necessarily or reasonably required by the Mutual to enforce any rights or remedies against or obtain relief or indemnity from any third parties.

SUBROGATION – EMPLOYEES

73. The Mutual shall not exercise any rights of subrogation against any employees of a Member, or require the assignment or transfer of any rights which that Member may have against any employee of the Member unless there is an allegation of a dishonest, fraudulent, criminal or malicious act or omission by the employee. The term employee includes ex-employees and any person acting or who has acted as an employee of or consultant to the Member without a contract of employment or contract of services.

PART 11 INTERPRETATION

INTERPRETATION

74. In these Rules:
- 74.1. any reference to a person includes individuals, partnerships, corporations, associations and mutual;
 - 74.2. any reference to the singular includes the plural and vice versa;
 - 74.3. any reference to legislation includes and amending or replacement legislation.

PART 13 DEFINITIONS

DEFINITIONS

75. In these Rules the following words and expressions shall have the following meanings.

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| Affiliated Body | Any company, association, trust or similar entity <ul style="list-style-type: none">(i) wholly owned or controlled by a Member, or(ii) which, in the Board's opinion, is closely connected to a Member. |
| Approved Contact | The person notified to the Mutual by a Member as the Member's approved contact, including but not limited to a parent, spouse or civil partner. |
| Armed Forces | The Armed Forces of the United Kingdom, being the Royal Navy, the Royal Marines, the British Army and the Royal Air Force. |
| Articles | The Articles of Association of the Mutual. |
| Board | The Board of Directors for the time being of the Mutual. |
| bankrupt | Includes individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy. |
| Certificate of Membership | The document issued by the Mutual under these Rules which evidences Membership of the Mutual. |

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| Closed Financial Year | A Financial Year of the Mutual which the Board has declared to be closed in accordance with Rule 46 [Closing a Financial Year]. |
| Contributions | Money paid or payable to the Mutual by or on behalf of a Member in respect of the Member's Cover or a Service. |
| Cover | The matters which are the subject of the discretionary cover provided by the Mutual and, where the context requires, a contract of insurance arranged by the Mutual on behalf of the Member. |
| Cover Period | The period defined in Rule 26 [Cover Period] and as stated in the Member Documents issued to a Member. |
| Cover Wording | The document which contains the details of the Cover and forms part of the terms of Member's Cover and Membership of the Mutual. |
| documents | Includes, unless otherwise specified, any document sent or supplied in electronic form. |
| electronic form | Electronic communication as defined by the Companies Act 2006, or any amendment to that Act. |
| Financial Year | A year commencing at 00:01 hours on 1st June in any year up to and including 24.00 hours on the next following 31st May, or any other period so designated by the Board or the Mutual. |
| immediate family | (i) The spouse, civil partner, parent, step-parent, grandparent, natural child, adopted child, step-child, grandchild, sibling, half-sibling, step sibling, or the spouse or civil partner of a such a child or sibling; and (ii) any other person who, in the opinion of the Board, has a sufficiently close relationship to a member of the Military Family to be eligible for Membership of the Mutual. |
| Managers | The managers appointed by the Mutual to carry on the Mutual's day-to-day activities. |

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| Member | A member of the Military Family entered in the Mutual's Register of Members who is receiving Cover or a Service and, where the context requires, a former Member. |
| Member Documents | The document(s), by whatever name called, issued by the Mutual under Rule 18 and any endorsement to such document(s). |
| Member's Representative | In the case of a Member which is not a natural person, the officer or representative of such Member who is named in the Member's Member Documents and is duly authorised by the Member to receive statutory and other notices and documents from the Mutual, to vote at any General Meeting on behalf of the Member, to communicate with and give instructions to the Mutual, and to provide a valid receipt for any payments which may be made by the Mutual to the Member. |
| Membership | The admission of a Member the Mutual. |
| Military Family | <p>(i) All individuals who are serving or have served for a minimum of one day in the Armed Forces of the United Kingdom (Royal Navy, Royal Marines, British Army, Royal Air Force), regular or reserve, and their immediate families.</p> <p>(ii) Serving and retired members of the Royal Fleet Auxiliary and their immediate families.</p> <p>(iii) Any Military Institutions such as Corps, Regiments, Stations, Schools, Bands, Museums, Charities and Associations of the Armed Forces.</p> <p>(iv) Subject to criteria laid down by the Board, individuals who have or have had a contract of service or contract for services with the Ministry of Defence.</p> <p>(v) Any other person who or entity which, in the opinion of the Board, is eligible for Membership.</p> |
| Mutual | The Military Mutual Limited. |
| Mutualised Risks | Risks where the Mutual has agreed to bear a proportion of the risk as set out in the Member Documents and Cover Wording. |

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| Rules | The rules of the Mutual for the time being in force. |
| Services | (i) Services provided by the Mutual which are not Cover; and (ii) services or products provided or arranged by third parties introduced to the Member by the Mutual for which a Contribution is paid by or on behalf of a Member. |
| working day | 9.00am to 5.00pm on any day which is not a Saturday, Sunday or public holiday in the United Kingdom. |
| writing | The representation or reproduction of words, symbols or other information in a visible, legible and non-transitory form by any method or combination of methods, whether sent or supplied in electronic form or otherwise. |
