

## The Military Mutual Limited Military Kit and Personal Belongings Cover Wording

The Military Mutual Limited is a company registered in England and Wales with registered number 7147130 and its registered office at 54 Fenchurch Street, London EC3M 3JY

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## Introduction

This document sets out the details of The Military Mutual's Military Kit and Personal Belongings Cover including conditions, exclusions and contact details where **you** can go for help and information.

If **you** have taken out The Military Mutual's Military Kit and Personal Belongings Cover, please read this Cover Wording and **Your schedule** as together they explain exactly the **cover you** have bought. If **you** have any questions please call 0800 0882 284.

The meaning of words and phrases in **bold** used in this Cover Wording are explained in the Definitions section.

## **Contact numbers**

#### Customer service - 0345 305 2654

Monday to Friday 8:00am to 7:00pm, Saturday 9:00 am to 5:00pm closed Sundays and Bank Holidays Email – tmmservice@hoodgroup.co.uk

#### Claims - 0800 0882 285

Monday to Friday 9:00am to 5:00pm, closed weekends and Bank Holidays To report a claim or send a claim form by email – newclaims.tmm@davies-group.com

## **Your cover**

We give cover up to the cover limits shown in Your schedule for something that happens in the cover period

## **Group Insurance Policy**

As an added benefit of membership, members of the **Mutual** who have bought the **Mutual's** discretionary cover can have protection under a group insurance policy which the **Mutual** has taken out with Builders Direct S.A., a European insurance company (the **Group Insurance Policy**). The Group

Insurance Policy also gives **You** access to the Financial Ombudsman Service (FOS) and the Financial Services Compensation Scheme.

The protection **You** can receive under the Group Insurance Policy guarantees that **You** will be paid for a covered loss in the event that **We** do not pay **You** in full under the discretionary cover. This Group Insurance Policy is quite separate from **Your** discretionary cover under the Cover with the **Mutual**. Builders Direct S.A. do not make any charge to **You** for the Group Insurance Policy.

**You** can choose to have the benefit of the Group Insurance Policy for as long as you have cover with the **Mutual** under the Cover, but **You** can tell **Us** to remove you from the Group Insurance Policy at any time. Please refer to the "Opting Out" section below.

**You** can find out more information about the Group Insurance Policy in the Group Insurance Product Policy Document.

This is available at: themilitarymutual.com

## **Opting out of the Group Insurance Policy**

If **You** are insured by Builders Direct S.A. under the Group Insurance Policy **We** have arranged for **Our** members, **You** can ask to be removed from the policy at any time. However, as this important additional protection is provided to the members free of charge, **We** strongly encourage **You** to retain this important benefit of membership of the **Mutual**.

## Definitions

## business

Any full or part time trade, employment, profession or occupation

#### cards

credit, debit, cheque guarantee and cash dispenser cards

## **Certificate of Membership**

The document that contains your details and confirms your membership of the Mutual

## contribution

The amount shown in Your schedule that you must pay to us

#### cover

The cover we give you subject to Your schedule and this Cover Wording

## cover period

## The time we give cover shown in Your schedule

## damage, damaged

Sudden, unexpected, unintentional physical harm that destroys something, reduces its value, usefulness or normal function

## excess, excesses

The first part of a claim you must pay as shown in Your schedule

## **HM Forces**

The British Armed Forces, Reservists and the Royal Fleet Auxiliary

## household contents

Household items **you** own in a property **you** live in outside the **UK** provided by the **MoD** or its agent that is not Single living accommodation. Or in a property **you** rent outside the **UK** as **your** accommodation when on **MoD** duties

including

- furniture, furnishings, appliances, removable flooring and removable carpets
- televisions, audio and gaming equipment
- garden furniture, tools and equipment
- personal office equipment
- domestic heating oil and domestic metered water
- personal documents

## injury

Bodily injury, disease or illness

## kit

Service uniform, military equipment and service identity card

## living quarters

Accommodation and communal domestic and recreation areas the **MoD** or its agents provide anywhere in the world or property **you** rent outside the **UK** as **your** accommodation when on **MoD** duties **MoD** 

The Ministry of Defence

## **MoD contents**

Furniture, fixtures and fittings, flooring, internal decoration, domestic appliances, electrical equipment and recreational equipment in **your living quarters** that belong to the **MoD** or its agents **money** 

Bank notes, coins, cheques, money orders and similar items, traveller's cheques, travel cards, travel tickets, pre-booked entertainment tickets and electronic money cards

## personal belongings

Clothes and personal items **you** normally wear, carry or use including

- laptops, e-book readers, tablet computers, games consoles and similar items
- cameras, binoculars, portable televisions, radios and personal audio equipment luggage, sports equipment, camping equipment, spectacles and sunglasses

#### room contents

Household items you own in your living quarters including

- furniture, furnishings, appliances, removable flooring and removable carpets
- televisions, audio and gaming equipment
- personal office equipment
- personal documents

#### terrorism

The use or threatened use of force or violence

- by a person or group of people acting alone or connected with an organisation or government carried out for
- political, religious, ideological or similar reasons including trying to influence a government or international governmental organisation or frighten the public

#### UK

England, Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands valuables

Jewellery, watches, items made of or plated with gold, silver and other precious metal articles, musical instruments, furs and collections

#### we, us, our, the Mutual

The Military Mutual Limited

#### you, your, yourself

## The Member named on Your schedule

Your schedule

The document that show your details, the dates of cover, cover limits, excesses and your contribution

# Section 1 - Kit, personal belongings, valuables, contents and pedal cycles

We may pay the cost to replace or repair

- 1. kit you own or borrow
- 2. kit issued to you
- 3. your personal belongings and valuables
- 4. room contents
- 5. medals and decorations
- 6. pedal cycles and pedal cycle accessories
- 7. mobile phones
- if they are lost, stolen or **damaged** anywhere in the world including while in transit
- 8. household contents damaged for the time you are deployed outside the UK

We may also pay the cost

- 9. to replace lost, stolen or damaged downloaded information stored on a computer, mobile phone or similar device
- 10.from the unauthorised use of your mobile phone
- 11.to replace or alter any undamaged items that are part of a pair, set, suite, group or collection when one or more parts are **damaged**, lost or stolen and cannot be repaired or replaced

## Section 1 - exclusions

We do not cover the following unless you have asked for them to be included in your insurance and they are shown in Your schedule

1. individual **personal belongings** and **valuables** with a replacement value of more than the individual limit shown on **Your schedule** 

We do not cover

- 2. any excess shown in Your schedule
- 3. sports equipment and clothing while it is being used
- 4. damage resulting from cleaning, repair, renovation or restoration
- anything used for or connected in any way to a **business** apart from **your** employment by the MoD
- 6. items loaned to or being used by someone else
- 7. unattended personal belongings and valuables not inside a building or your living quarters
- 8. the theft of unattended pedal cycles unless the pedal cycle is in a locked building or locked to something that cannot be moved
- 9. anything stolen if you agree to part with it
- 10. theft from a building or **your living quarters** unless there is evidence of a break in
- 11. theft from an unattended vehicle except **MoD** vehicles unless the property is out of sight and someone breaks into the vehicle when it is locked
- 12. theft or **damage** to **kit**, **personal belongings** and **valuables** in a hotel room unless the items are out of sight and someone breaks into the hotel room when it is locked
- 13. theft from an unattended caravan, static holiday home or boat if it is not at your home, living quarters, at a secure storage site or at a recognised caravan site or marina. And all personal belongings, valuables, money and cards are hidden from view in a closed storage compartment and the caravan, static holiday home or boat is securely locked
- 14. theft from baggage and theft of the baggage itself when it is not carried by hand or not under **your** personal supervision
- 15. **kit**, **personal belongings** and **valuables** with a replacement value of more than the individual limit shown in **Your schedule**
- 16. lost or stolen lottery tickets or raffle tickets

- 17. scratches to spectacles, contact lenses and sunglasses or if they are lost or **damaged** while swimming or bathing
- 18. unauthorised use of a mobile phone by anyone who is related to you
- 19. **damage** that happens when the pedal cycle is used for racing, pace making, competition, exhibition or trials and **damage** to tyres and accessories if the pedal cycle is not **damaged** at the same time
- 20. motorised pedal cycles
- 21. service firearms and their ancillaries

## Section 2 - Money and cards

We may pay for the following that happen anywhere in the world

- money lost, stolen or damaged
- money **you** legally have to pay **your card** supplier if **your card** is lost or stolen and used by an unauthorised person

## Section 2 - exclusions

We do not cover

- 1. any excess shown in Your schedule
- 2. any money you can get back under the terms of any card agreement
- 3. any money lost because you do not keep to the card supplier's rules
- 4. unauthorised use of the card by anyone who is related to you
- 5. any money lost after you have notified the card supplier that the card is lost or stolen
- 6. any money lost as a result of accounting errors or omissions
- 7. unattended money and cards not inside a building or your living quarters
- 8. theft or **damage** to **money** and **cards** in a hotel room, vehicle, caravan or boat unless the items are out of sight and someone breaks into the hotel room, caravan or boat when it is locked

## Section 3 - Damage to living quarters

We may pay the cost to replace or repair **damaged MoD contents** and **MoD living quarters you** are legally responsible for

## Section 3 - exclusions

We do not cover

- 1. any excess shown in Your schedule
- 2. the cost to clean **your living quarters** unless the cleaning is needed as a result of **damage** which **we** agree to pay for
- 3. damage to interior decorations caused by fire
- 4. **damage you** or any visitor deliberately cause
- 5. damage caused by any animal

## Section 4 - Your legal liabilities

We may pay the compensation and costs that **you** are legally liable to pay and the costs and expenses to defend **you** in Court if someone is accidentally injured, accidentally killed or someone's property is **damaged** 

- while you are in the United States or Canada for up to 30 days in a row in a cover period or
- anywhere else in the world
- as a result of
- **your** normal day-to-day activities, sports, hobbies and pastimes not connected to **your** occupation
- something happening in **your living quarters** that **you** are legally responsible for
- something happening that you are legally responsible for because you live in or rent a property

## **Section 4 - exclusions**

We do not cover compensation and costs resulting from

- 1. any excess for property damage shown in Your schedule
- 2. a Court outside the **UK**
- 3. death of or **injury** to **you**
- 4. damage to property you own or are responsible for

We do not cover

- 5. any fines, penalties, compensation and costs a criminal Court orders you to pay
- 6. fines or penalties and compensation awarded to punish **you** or make an example of **you We** do not cover anything connect to or resulting from
  - 7. any land or buildings you own or use except your living quarters
  - 8. a business except your employment with the MoD
  - 9. an animal of a dangerous species or a specifically controlled dog under the Animals Act 1971 or the Dangerous Dogs Act 1991 or similar legislation or any animal that is not normally a domestic animal in the **UK you** own, use or are responsible for
  - 10.the spread of any infectious disease, virus, syndrome or illness
  - 11.motor vehicles used on public roads or where any Road Traffic Act or similar law applies and any mechanically-propelled vehicles except domestic garden equipment and wheelchairs
  - 12.aircraft, and watercraft except sailboards, paddleboards, surfboards and similar craft
  - 13.legal liability under any agreement if the liability would not exist if the agreement did not exist

14. hunting or racing of any kind unless on foot

## Section 5- Holiday Cancellation

We may pay your holiday accommodation and travel costs you cannot recover if you cancel or cut short your holiday because

- of an order **you** receive in connection with **your MoD** duties
- you are seriously ill or injured
- any of **your** children, parents, foster children, step children, brothers, sisters, grandparents or grandchildren die or are seriously ill or injured
- you have to return home after a serious fire, storm, flood or burglary at your home
- you cannot travel as a result of UK government restrictions or advice issued by the Foreign and Commonwealth Office
- you have to go to Court, including a military Court, to be a witness or be on a jury

## **Section 5 exclusions**

We do not cover the following in Section 5

- 1. any excess shown in Your schedule
- 2. anyone on the holiday not wanting to travel
- 3. any illness, **injury**, medical condition or symptoms anyone going on the holiday knew about when the holiday was booked except when this is shown as covered on **Your schedule**
- 4. any costs that result from **you** not telling the holiday company or travel agent as soon as **you** know **you** have to cancel **your** holiday
- 5. any holiday accommodation and travel costs you can get back from the holiday company, travel company or anywhere else
- 6. anything caused by or resulting from pregnancy or childbirth
- 7. failure to get a passport or visa
- 8. a holiday cancelled or cut short because of civil unrest, strikes, blockades, or action by any country's government or the threat of a similar event
- 9. failure of **your** airline, hotel, ferry company or travel agent to provide the booked services, transport or accommodation

## How to claim

If you need to make a claim, please check Your schedule and this Cover Wording first to see if the damage, theft, loss, injury or death is included and if any excess applies

Telephone - 0800 0882 285 9.00am to 5.00pm Monday to Friday, closed weekends and Bank Holidays Claims handlers are available to talk **you** through the claim process

Email – <u>newclaims.tmm@davies-group.com</u>

When **you** call or email it is helpful if **you** give **your** Membership number shown on **your Certificate of Membership**, a contact telephone number and a short description of the theft, loss, **damage**, **injury** or death

Example

- Membership number *123456789*
- Contact telephone number 01876 326547
- Date of incident 1 August 2016
- Cause and description *Break in, electrical entertainment equipment and jewellery stolen. The police have been informed*
- Claim estimate £1000

## **Temporary repairs**

If **you** need to take immediate action to reduce or prevent more loss, **damage**, death or **injury** please make sure **you** keep any bills because they may form part of **your** claim

#### **Document the damage**

If possible take photographs. Keep any **damaged** property as a Loss Adjuster may need to inspect the **damage** 

## Call first

Do not replace or permanently repair any lost or **damaged** property before calling to report **your** claim

## **Claims conditions**

If you do not keep to these conditions we may not be able to help you with all or part of your claim

## Reporting

1. Please make sure that **you** call to report a theft, loss, **damage**, **injury** or death as soon as **you** can **Theft** 

- 2. You must report all incidents of theft or break in to the Police and obtain a crime report number. For theft or break in on **MoD** premises **you** must report the incident to the Military Police and obtain a crime report number
- 3. You must report the unauthorised use of your mobile phone to your network supplier as soon as you can

## Claims made against you

- 4. If someone is holding **you** responsible for any death, **injury** or **damage**, you must call the **us** department immediately
- 5. You must send all legal documents and letters about the claim as soon as possible after you receive them and before any specified deadlines
- 6. **You** must not admit liability or pay or agree to pay anything or take any action on legal documents or letters

#### Emergency repairs and preventing more damage

7. When any **damage**, theft, loss, **injury** or death happens, **you** must take all reasonable steps to prevent more **damage**, theft, loss, **injury** or death. **You** must arrange for any emergency repairs and keep the invoice(s). Before emergency repairs start it is helpful if **you** take photographs of any **damage** 

## **General conditions**

If **you** do not keep to these conditions or anything else in this Cover Wording that **you** must do or must not do, or if **you** do not call, email or write and explain about a change in **your** circumstances or a change to the information **you** gave, **your cover** may not be valid. Or **we** may not agree to pay all or part of **your** claim, cancel **your cover**, change the terms of **your cover**, change or add an **excess** or **we** may change **your contribution** 

## Cover

1. We will only give you this **cover** if **you** are a member of **HM Forces** and the **Mutual Looking after your property** 

 You must try to prevent accident, death or injury, protect your property against loss, theft or damage and keep it in good condition. As soon as you find any danger or damage in your living quarters you must report it and do what you safely can to remove or reduce the danger or damage

## Cancellation

- 3. You can cancel your cover in the first 14 days from
  - when a **cover period** first starts or
  - when **you** first receive or can access full details of **your cover** if this is after the **cover period** starts

If **you** have not claimed and nothing has happened that could result in a claim, you will receive a refund of **your contribution** paid for that **cover period** 

- 4. You can cancel at any other time and if you have not claimed and nothing has happened that could result in a claim and unless you have taken up a Starter cover offer, we will refund any contribution paid for the cover period after the cancellation date. A Starter cover offer does not include any refund in the first year
- 5. We can cancel **your cover** by sending **you** 14 days' notice to **your** address in **Your schedule** and **you** will receive a refund of any **contribution** paid for the **cover period** after the cancellation date
- 6. We will only cancel your cover if there is a good reason, for example
  - if you do not pay your contribution
  - if you or the Mutual cancel your Mutual membership
  - a change to your circumstances or property that means we cannot continue to give you cover
  - if **you** do not cooperate with **us** or do not give **us** information connected to **your cover**, **we** reasonably ask for

#### Contribution

- You agree to pay your contribution for the full cover period. If you make a claim and then cancel your cover, or if there is a claim after the cancellation date you will still owe the full contribution.
  Your claim payment will be reduced by the amount of any unpaid contribution or you must pay the unpaid amount in one single payment
- 8. After 7 days if **your contribution** is not paid **your cover** stops. **You** will be notified of the missed payment by letter, if **you** then pay the **contribution** within 14 days of the date of the letter **your cover** will start again

#### Information

9. We rely on the information you give when you arrange your cover and when we accept you as a Member. You must take reasonable care to give full and accurate answers to any questions asked you when you apply for this cover, make changes to it or renew it. It is important you explain if there are any changes to the information you gave, someone gave for you or the information shown in Your schedule. You will be notified if any changes affect your cover. If you do not notify any changes it may affect any claim you make or could result in your cover not being valid

10.You must explain if you

- stop being a member of HM Forces
- change **your** email address
- move to a new permanent address
- buy something expensive like new **kit**, cameras or jewellery that means the cover limit needs to be increased
- are declared bankrupt or are subject to insolvency action, including an Individual Voluntary Arrangement
- are charged with or convicted of any criminal offence apart from a driving offence

11. When **you** arrange, change or renew **your cover** if **you** 

- deliberately give false information or
- give information **you** know may not be accurate or complete

we can treat this cover as if it never existed, refuse to consider all claims, recover claims already paid and we may not refund any contribution

12.If **you** are careless when **you** give information to arrange, change or renew **your cover** and had **we** known, **we** would not have given **you cover** or given **you cover** on different terms, **we** may

- treat your cover as if it had never existed and you will receive a refund of your contribution unless you have claimed
- change the terms of **your cover** or any **excess**
- reduce the amount **we** pay
- cancel your cover

#### Claims

13. If **you**, or someone for **you**, knowingly make a false or exaggerated claim **we** may refuse to consider the claim, recover money already paid for that claim, treat this **cover** as though it had never existed and you will not receive a refund of any of your **contribution** 

14.If **your** claim falls under more than one Section or more than one part of a Section **we** will only consider **your** claim under one Section or part of a Section

#### Renewal

- 15.Before the end of the **cover period** and **you** will receive an offer to renew **your cover** for another 12 months or tell **you** that renewal will not be offered
- 16. If you receive an offer to renew **your cover it** will tell **you** the **contribution** and any changes for the new **cover period**. If **you** pay by direct debit **your cover** will then continue automatically unless say that **you** do not want to renew or pay this way

#### **Third parties**

- 17.No person or entity has any rights under or connected with this **cover** under the Contracts (Rights of Third Parties) Act 1999 but this does not affect the rights a person or entity has separately from that Act
- 18.You cannot transfer this cover to any other person or legal entity unless. You will not give any other person or legal entity any right or right to sue under or connected with this cover. If we agree to make a payment under this cover after transferring it we will deduct from the payment any money you owe or may owe us

#### Laws

- 19.Under **UK** law, **you** and **we** may choose the law to apply to this **cover**. Unless **you** and **we** agree to use a different law, the law of the part of the **UK you** normally live in will apply to this **cover**
- 20.You and we agree that any legal proceedings between you and us about this cover will take place in the Courts of the part of the UK you normally live in

## **General exclusions**

We do not cover anything caused by, resulting from or connected to

- 1. anything **you** do not own or are not legally responsible for
- 2. anything that happened, existed or showed any signs before the first cover period started
- 3. anything that results from or is connected to something that happened, existed or showed any signs before the first **cover period** began
- 4. anything **you** knew about or should reasonably have known about before the first **cover period** started that could result in a claim
- 5. a **business**
- 6. damage by animals, birds or insects except from a collision
- 7. mechanical or electrical breakdown or failure
- 8. customs officials, other officials or authorities confiscating, delaying, withholding, damaging or destroying any of **your** property
- 9. any deliberate, malicious or unlawful act by you or anyone acting for you
- 10. anything that happens gradually, the effect of light or the atmosphere, corrosion, mould, dry or wet rot, fungus or shrinkage, scratching or denting, normal use, cleaning, maintenance, repair, dismantling, restoring, altering, dyeing or washing
- 11. anything that happens which is not a direct result of the incident that caused **you** to claim unless specifically included in this **cover**
- 12. pollution, smoke, vapour, soot, fumes, acids, alkalis, chemicals and waste
- 13. nuclear reaction, nuclear radiation or radioactive contamination
- 14. the market value of something reducing because it is repaired or restored
- 15. pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds
- 16. terrorism and any action taken to control, prevent or suppress terrorism
- 17. someone using a counterfeit, forged, false, fraudulent or invalid way to pay **you** and **you** cannot collect the payment
- 18. war, invasion, acts of foreign enemies, hostilities if war is declared or not, civil war, rebellion, revolution, military force or from any action taken to control, suppress or prevent it
- 19. the cost of preparing a claim
- 20. anything **you** can claim elsewhere

## Complaints

We hope that you will be pleased with the cover and service provided but if you are not completely happy with any part of the cover or service you can explain by

- calling: 0345 305 2654
- emailing: tmmservice@hoodgroup.co.uk
- writing to: TMM Service, 1<sup>st</sup> Floor, Maitland House, Warrior Square, Southend on Sea Essex SS1 2JY

Attempts will be made to try to resolve **your** complaint immediately. If this is not possible your complaint will be acknowledged within five working days. If **your** complaint cannot be resolved in 3 weeks **you** will receive a letter explaining the reasons why and the further action that will be taken

In the unlikely event that **your** complaint is not resolved within eight weeks or **you** are not happy with the outcome **you** can contact the Financial Ombudsman Service (FOS)

#### You can

- write to The Financial Ombudsman Service, Exchange Tower, London E14 9SR
- call 0800 023 4 567 or 0300 123 9 123
- email complaint.info@financial-ombudsman.org.uk

Please note that if the FOS can deal with **your** complaint **you** will need to refer **your** complaint to them within six months of receiving the final response

This Complaints process does not affect your right of legal action against us  ${\rm TMMNK}\ {\rm V7}\ 4/6/2018$