

# Group Insurance for The Military Mutual – Terms and Conditions (Home Protection)



Contents	Page
Policy summary	3
How this insurance policy works	3
How to make a claim	3
Right to complain	3
Financial Services Compensation Scheme	3
Regulation	3
Definitions	4
Law applicable	6
The insurance	7
Section 1: The Member's property	9
Section 2: The Member's legal liabilities	12
Section 3: Personal Accident for HM Forces personnel	14
Section 4: Holiday Cancellation for HM Forces personnel	15
General conditions	16
General exclusions	19
Claims conditions	20
How we handle claims	21
Claims procedure	22

## Policy Summary

This Policy Summary explains the key features and benefits of the insurance provided by **Us**, together with details of **Policy Limits** and significant exclusions. Full details of the terms, conditions and exclusions begin on page 9 of this Policy booklet.

### How this Insurance Works

- This insurance is a legal contract between **Us** and **The Military Mutual Limited (Mutual)**. A claim can only be made where **The Mutual** cannot pay or does not agree to pay a claim, or it reduces the amount it decides to pay, under the **Member's Mutual Cover**. This insurance will pay if **We** accept the claim is valid under this insurance or where **We** agree that a higher amount should be paid.
- The **Period of Insurance** is as shown on the Policy schedule.
- The **Policy Limits** are the same as the cover limits shown on the **Member's Cover Schedule**.
- The **Mutual** is the policyholder and pays the premium for this insurance.
- The **Mutual** or its duly authorised service provider(s) will process claims and complaints under this insurance on **Our** behalf.

### How to Make a Claim

Claims should be advised to **Us**: [Builders@military-mutual.co.uk](mailto:Builders@military-mutual.co.uk)

Please also refer to the claims procedure information on page 22 of this Policy booklet.

### Right to Complain

Whilst every effort is made to maintain the highest service standards, should there be an occasion when the service received falls below the standard expected please refer the complaint as follows:

- a) Any complaint about this insurance or about the administration of this Policy to:  
Tel: 020 3903 5359 email: [Builders@military-mutual.co.uk](mailto:Builders@military-mutual.co.uk)
- b) Any complaint about the way a claim under this insurance has been dealt with to:  
Tel: 020 3903 5359 email: [Builders@military-mutual.co.uk](mailto:Builders@military-mutual.co.uk)

If after following the procedure detailed in a) or b) above the matter is unresolved the **Member** may have the right to refer the **Member's** complaint to: The Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London E14 9SR.

Tel: 0300 1239 123 [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

### Financial Services Compensation Scheme

**We** are covered by the Financial Service Compensation Scheme (FSCS). A **Member** will be entitled to compensation from the scheme if **We** cannot meet **Our** obligations. This depends on the type of business and the circumstances of the claim. More information about compensation scheme arrangements are available from the FSCS at [www.fscs.org.uk](http://www.fscs.org.uk)

### Regulation

**We** are authorised by the Freedom of Services Directive 2006/123/EC Articles 47(2) and 55 to conduct general insurance business in the United Kingdom. **We** are authorised and regulated by the Commissariat aux Assurances, situated at 7 Boulevard Joseph II, L-1840 Luxembourg, and subject to regulation by the Financial Conduct Authority.

## Definitions

Wherever the following words or phrases appear in this Policy booklet, they will be shown in **bold** and have the following meanings unless otherwise shown in a particular Section

<b>accidental damage, accidentally damaged buildings</b>	Sudden, unexpected, unintentional physical harm that destroys something, reduces its value, usefulness or normal function The domestic and <b>home business</b> buildings at the <b>Member's</b> home and their permanent fixtures and fittings including <ul style="list-style-type: none"> <li>• outbuildings, garages, greenhouses and sheds</li> <li>• fixed flooring and fixed carpets the <b>Member</b> owns and internal decorations</li> <li>• terraces, patios, decking, paths, yards, drives, walls, gates, fences, hedges, lamp posts and railings</li> <li>• permanent swimming pools, hot tubs and their fixed equipment</li> <li>• fixed garden toys</li> <li>• radio and television aerials, satellite dishes and their masts and fittings</li> <li>• fixed central heating fuel tanks, septic tanks and cesspits, underground drains, sewers, ducting, cables, pipes and inspection hatches and covers</li> <li>• landlord's fixtures and fittings</li> </ul>
<b>business cards</b>	Any full or part time trade, employment, profession or occupation Credit, debit, cheque guarantee and cash dispenser cards
<b>contents</b>	Household goods including <ul style="list-style-type: none"> <li>• furniture, furnishings, appliances, removable flooring and removable carpets</li> <li>• garden furniture, tools and equipment</li> <li>• personal office equipment and, if the <b>Member</b> has Home Standard Plus Mutual Cover, office equipment for the <b>Member's home business</b></li> <li>• television aerials, radio aerials and satellite dishes and their masts and fittings</li> <li>• if the <b>Member</b> rents his/her <b>home</b>, items he/she have fixed to it or installed, improvements, alterations and decorations the <b>Member</b> has carried out that he/she cannot remove at the end of his/her tenancy</li> <li>• domestic heating oil and domestic metered water</li> <li>• personal documents and title deeds</li> </ul>
<b>contribution</b>	The amount of money shown on the <b>Member's Cover Schedule</b> that the <b>Member</b> must pay to the <b>Mutual</b>
<b>Cover Schedule or schedule</b>	The document issued by the <b>Mutual</b> showing the <b>Member's</b> details, details of the <b>Mutual Cover</b> limits, <b>Mutual Cover</b> period and excesses, and the cover such <b>Member</b> chose
<b>damage, damaged</b>	Direct physical harm that destroys something or reduces its value, usefulness or normal function
<b>domestic staff</b>	People who work for the <b>Member</b> or <b>Member's family</b> to carry out domestic work in the <b>Member's home</b> or garden
<b>excess, excesses</b>	The first part of a claim the <b>Member</b> must pay shown in the <b>Member's Cover Schedule</b>
<b>flood</b>	A large amount of water from lakes, rivers or the sea temporarily overflowing or rising past its usual limits onto normally dry land, or an unusual amount of runoff surface water overflowing its normal limits
<b>heave</b>	Swelling of the ground under the <b>buildings</b> causing upwards or sideways movement
<b>HM Forces</b>	The British Armed Forces, Reservists, the Royal Fleet Auxiliary and <b>MoD</b> civil servants

<b>holiday</b>	A holiday including any members of the <b>Member's</b> family on holiday with the <b>Member</b>
<b>home</b>	The house, bungalow or flat and its <b>buildings</b> at the risk address in the <b>Member's Cover Schedule</b> where the <b>Member, Member's family</b> or <b>Member's</b> tenant lives
<b>home business</b>	Clerical and office administration work that the <b>Member</b> or <b>Member's</b> family, and up to 2 people the <b>Member</b> or <b>Member's</b> family employ, carry out in the <b>Member's</b> home for a business the <b>Member</b> owns or runs
<b>injury</b>	Bodily injury, disease or illness
<b>kit</b>	If the <b>Member</b> is a member or former member of <b>HM Forces</b> , the <b>Member's</b> service uniform and military equipment issued to the <b>Member</b> or the <b>Member</b> has bought or borrowed, the <b>Member's</b> service identity card, military medals and service decorations
<b>landslip</b>	The downward movement of sloping ground
<b>living quarters</b>	<b>Member's</b> domestic accommodation and recreation areas the <b>MoD</b> or its agents provide
<b>Member</b>	The <b>Member</b> named on the <b>Cover Schedule</b>
<b>Member's family</b>	<ul style="list-style-type: none"> <li>• <b>Member's</b> husband, wife, partner and children</li> <li>• <b>Member</b> or <b>Member's</b> husband's, wife's or partner's relatives who live permanently with <b>such Member</b> in <b>such Member's home</b></li> </ul>
<b>MoD</b>	The Ministry of Defence
<b>MoD contents</b>	Furniture, fixtures and fittings, flooring, internal decoration, domestic appliances, electrical equipment and recreational equipment in the <b>Member's living quarters</b> that belong to the <b>MoD</b> or its agents
<b>money</b>	Bank notes, coins, cheques, money orders and similar items, travellers cheques, travel cards, travel tickets, pre-booked entertainment tickets and electronic money cards
<b>Mutual</b>	The Military Mutual Limited trading as the Military Mutual
<b>Mutual Cover</b>	The discretionary cover provided by the <b>Mutual</b> as shown in the <b>Member's Cover Schedule</b>
<b>Mutual Cover period</b>	The length of time the <b>Mutual</b> provides protection shown on the <b>Member's Cover Schedule</b>
<b>not lived in</b>	When the <b>Member, Member's family</b> or someone with the <b>Member's</b> permission does not live in the <b>Member's home</b> for 30 days in a row under Home Standard Protection and 60 days in a row under Home Standard Plus Protection or when a <b>student</b> does not live in <b>student accommodation</b> for 120 days in a row
<b>personal belongings</b>	Clothes and personal items the <b>Member</b> or <b>Member's family</b> normally wear, carry or use including laptops, e-book readers, tablet computers, games consoles and similar items, Mobile phones, cameras, binoculars, portable televisions, radios and personal audio equipment, Luggage, sports equipment, camping equipment, spectacles and sunglasses
<b>Period of Insurance</b>	The period of time the <b>Mutual</b> has the benefit of this insurance
<b>Policy Limit</b>	The maximum amount payable under this insurance in the event of a claim which is the same as the cover limit shown in the <b>Member's Cover Schedule</b>
<b>storm</b>	Winds of at least 47mph (41 knots) that may be accompanied by heavy rain, hail, snow or sleet, or 1 inch (25mm) or more of rain that falls in 1 hour, or a smaller amount of rain in a shorter time that is in the same ratio as 1 inch in 1 hour, for example half an inch in half an hour
<b>student</b>	<b>Member</b> or <b>Member's family</b> living in <b>student accommodation</b> as part of full time primary, secondary or further education but whose permanent address is the <b>Member's home</b>
<b>student accommodation</b>	School boarding houses and dormitories, university and college halls of residence, privately rented or arranged accommodation where the <b>student</b>

	lives during an academic year, including shared kitchens, bathrooms and living rooms
<b>subsidence</b>	Downward movement of the ground under the <b>buildings</b>
<b>terrorism</b>	The use or threatened use of force or violence <ul style="list-style-type: none"> <li>• by a person or group of people acting alone or connected with an organisation or government carried out for</li> <li>• political, religious, ideological or similar reasons including trying to influence a government, international governmental organisation or to frighten the public</li> </ul>
<b>unfurnished</b>	When there is not enough furniture and furnishings in the <b>Member's home</b> for the <b>Member, Member's family</b> or <b>Member's</b> tenant to live in it normally
<b>UK or United Kingdom</b>	England, Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands
<b>valuables</b>	Jewellery, watches, items made of or plated with gold, silver and other precious metal articles, fine art and antiques, musical instruments, furs and collections
<b>We/Us/Our</b>	Builders Direct S.A.

## Law Applicable to this Insurance

English Law will apply between **Us** and the **Mutual** and any disputes between **Us** and the **Mutual** will be referred to the exclusive jurisdiction of the English Courts.

Unless specifically agreed by **Us** to the contrary, the laws of the part of the **United Kingdom** in which the **Member** lives will apply between **Us** and the **Member** and any dispute between **Us** and a **Member** will be referred to the Courts of the part of the **United Kingdom** in which the **Member** lives.

## The Insurance

In the event the **Mutual**

- a) is unable to pay a claim under the **Member's Mutual Cover** which is covered by this insurance, or
- b) refuses to pay a claim under the **Member's Mutual Cover** which is covered by this insurance, or
- c) pays less than the amount claimed by the **Member** under the **Member's Mutual Cover** and the claim is also covered by this insurance

and the **Member** has met all of the applicable terms and conditions of this insurance, **We** will pay the **Member's** claim in accordance with the terms, conditions and exclusions of this Policy.

If the **Mutual** agrees a claim under the **Member's Mutual Cover** but pays less than the amount claimed by the **Member**, and **We** agree the **Member** should be paid a higher amount, **We** will only pay the difference between the amount the **Mutual** paid, and the higher amount agreed by **Us**.

*The following Sections explain the insurance provided in more detail.*



## Section 1: Member's property

### Part A – Member's buildings

We will pay to repair or rebuild the **Member's damaged** or stolen **buildings** including the cost of

- architects', surveyors' and consulting engineers' fees
- clearing the site and making the **buildings** safe
- anything the government or the **Member's** local authority say the **Member** must do after the **damage** happens to meet any of their new rules and regulations since the **Member's buildings** were originally built

and

- the cost of similar alternative accommodation while the **Member's home** cannot be lived in or
- rent the **Member's** tenant does not pay because the **Member's home** cannot be lived in because of **damage** we agree to pay for

We will also pay the cost

- to find a leak in the **Member's home's** internal plumbing and heating system
- to clear a blocked or repair a **damaged** underground service pipe the **Member** is legally responsible for
- for similar alternative accommodation if the **Member** or the **Member's tenant** cannot live in the **Member's home** because a building next to the **Member's home** is **damaged**
- to get into the **Member's home** and change the locks if the **Member** or the **Member's family** lose or someone steals the keys to outside doors, windows, safes or alarms
- to replace or repair stolen or **damaged** building materials and supplies kept at the **Member's** home that the **Member** has bought to alter, improve or maintain **Member's home**
- to replace or alter undamaged items that are part of a pair, set or suite when one or more parts are lost, stolen or **damaged** and cannot be repaired or replaced

and if the **Member** has Home Standard Plus Protection

- to repair or restore the **Member's** garden if it is **damaged** by fire, lightning, theft, vandalism or hit by a vehicle, aircraft, lamppost, telegraph pole or pylon

If the **Member** sells the **Member's home** and the buyer does not have protection or insurance, **we** will give protection to the buyer from when the **Member** exchanges contracts, or accept the offer if the **Member** is in Scotland, to the time the sale is completed

### Part B – Home contents and personal property

We will pay the cost to replace or repair

- the **Member's personal belongings, valuables, money and kit** if they are lost, stolen or **damaged** while
  - in the **UK**
  - anywhere in the world outside the **UK** for 60 days in a row in a **Mutual Cover period**
- the **Member's contents** while
  - in the boundaries of the **Member's home**
  - temporarily in a nursing home, care home, bank, safe deposit, private house or flat, in a building where the **Member** or **Member's family** work or while they are with a professional business to alter, renovate, repair, clean or value in the **UK**
  - packed and moved by professional removers in the **UK** to a new permanent address in the **UK** including overnight stops and while in a locked and secure storage unit for up to 7 days
  - in **student accommodation** in the **UK**
  - anywhere in the world outside the **UK** for 60 days in a row in a **Mutual Cover period**

If the **Member** are a member of **HM Forces**

- **we** will pay to replace or repair the **Member's kit** if it is lost, stolen or **damaged** anywhere in the world the **Member** is deployed

- the cost to repair or replace **damaged MoD contents** and **living quarters** the **Member** is legally responsible for

We will also pay for

- dependant relative's **contents** and **money damaged** or stolen while they are living or staying in a nursing home or care home in the **UK**
- the cost to replace the **Member's** food **damaged** if the **Member's** fridge or freezer is **damaged** or breaks down, the electricity supply to the **Member's** home accidentally stops, the fuse blows or the **Member's** food is contaminated by refrigerant fumes
- the cost to replace lost, stolen or damaged downloaded information stored on a home computer, mobile phone or similar device
- food and domestic items the **Member** or the **Member's family** buy that are stolen or **damaged** while the **Member** or the **Member's family** takes them from the shops to the **Member's home**
- the money the **Member** legally has to pay if the **Member** or the **Member's family's** cards are lost or stolen and then used without the **Member's** or the **Member's family's** permission
- the rent the **Member** has to pay as a tenant or the rent the **Member's** tenant does not pay the **Member** while the **Member's home** cannot be lived in because of **damage to contents** we agree to pay for
- the cost of similar alternative accommodation, moving the **Member's contents** to alternative accommodation or storing them for up to 12 months while the **Member** cannot live in the **Member's home** because of **damage to contents** we agree to pay for
- the cost to get into the **Member's home** and change the locks if the **Member** or the **Member's family** lose or someone steals the keys to outside doors, windows, safes or alarms
- the cost to replace or alter undamaged items that are part of a pair, set, suite, group or collection when one or more parts are lost, stolen or **damaged** and cannot be repaired or replaced

and

- the **Policy Limit** for theft or **damage** to gifts, food and drink in the **Member's home** for 30 days before and 30 days after a religious festival, wedding, christening, anniversary, birthday, bar mitzvah or birth is increased by the amount shown on the **Member's Cover Schedule**

and if the **Member** has Home Standard Plus Protection

- the cost to replace trees, shrubs and plants in the **Member's** garden if they are **damaged** by fire, lightning, theft or vandalism, or hit by a vehicle, aircraft, lamppost, telegraph pole or pylon
- money owed to the **Member's home business** that the **Member** cannot recover because the **Member's home business** records are lost, stolen or **damaged**
- the extra cost to continue the **Member's home business** if the **Member's buildings** or **contents** are stolen or **damaged** or the gas, water, electricity or telephone service to the **Member's home** accidentally stops for more than 24 hours and this stops the **Member** working at the **Member's home** for up to 12 months
- the cost to reinstate the **Member's home business records** or data if they are lost, stolen or **damaged**
- the amount of money shown in the **Member's Cover Schedule** for Fatal injury if the **Member** dies within a year resulting from a fire or burglary at the **Member's home**
- the cost to repair **damaged** permanent improvements a tenant makes to the **Member's home**

## Section 1 exclusions

We do not give protection for the following in Section 1

1. anything that is **accidentally damaged** if **accidental damage** is not shown as included in the **Member's Cover Schedule**
2. **damage** caused by **subsidence, heave** or **landslip** to fuel tanks, swimming pools, hot tubs, terraces, patios, hard courts, driveways, footpaths, walls, gates, hedges and fences unless a building is **damaged** at the same time and **damage** to solid floors unless the load-bearing walls are **damaged** at the same time
3. **damage** caused by underground streams, rivers, water in the spaces in underground soil and rock or a rise in the water table
4. **damage** caused by falling trees or branches during tree felling, lopping or topping
5. **storm** or **flood damage** to hard-standing areas, solar panels, swimming pools, marquees, tents, gazebos, pergolas, gates, hedges or fences and any **damage** by rain that is not part of a **storm**

6. **damage** caused by wear, tear or gradual deterioration, dryness or humidity, freezing, being exposed to light or extreme temperatures unless caused by a fire or **storm**, unsuitable or defective materials, rust, the weight of the **buildings** compressing the ground under them, warping or shrinkage, rot, fungus, mould, infestation, pollution, contamination or anything that happens gradually including smoke and rising damp
7. **damage** resulting from cleaning, repair, renovation, restoration, rebuilding, demolition or any similar processes
8. **damage** by moths, insects, rats, mice, squirrels, rodents, other vermin or birds and **damage** by chewing, scratching, tearing, denting, vomiting or fouling by animals
9. misuse, faulty workmanship, design or materials, mechanical or electrical faults or breakdown
10. **damage** caused by water from pipes, water tanks and swimming pools while the **Member's home** is empty from 1<sup>st</sup> October to 30<sup>th</sup> April for more than 5 days in a row. Unless the heating in the **Member's home** is kept at 10 degrees centigrade or the **Member** shuts off and drain fixed water tanks, apparatus and pipes
11. **damage** caused by a police raid
12. any amount the value of the **Member's home** reduces by
13. lost, stolen or **damaged buildings, contents, personal belongings** or **valuables** while the **Member's home** is **unfurnished** or **not lived in** except **damage** by fire, lightning, earthquake, explosion and aircraft
14. sports equipment and clothing while it is being used
15. lost or stolen lottery tickets or raffle tickets
16. scratches to spectacles, contact lenses and sunglasses or if they are lost or **damaged** while swimming or bathing
17. mobile phone and smartphone airtime
18. unattended **personal belongings, valuables, money** and **cards** unless they are inside a building, the **Member's living quarters** or a vehicle
19. theft or **damage** by theft or attempted theft from
  - a **building**, nursing home, care home, hotel room or **student accommodation** unless the property or hotel room is locked and there is evidence of a break in
  - a vehicle except **MoD** vehicles, caravan, or boat unless the vehicle, caravan or boat is locked, the items are out of sight and there is evidence of a break in
  - baggage and theft of the baggage itself when it is not carried by hand or not under the **Member's** or the **Member's family's** personal supervision
20. theft from **student accommodation** if the student is not there for more than 36 hours in a row
21. china, glass, porcelain and earthenware or similar fragile items when the **Member** is moving unless packed by professional removers
22. the cost of maintenance or routine decoration
23. **personal belongings, valuables** and pedal cycles with a replacement value of more than the limit shown on the **Member's Cover Schedule**
24. theft or **damage** from attempted theft of an unattended pedal cycle and any of its parts unless it is
  - in a locked building and there is evidence of a break in
  - locked to something that cannot move and any removable parts are locked to the pedal cycle or something that cannot move
25. **damage** to tyres and accessories unless the pedal cycle is **damaged** at the same time and **we** agree to pay for the **damage** to the pedal cycle and **damage** that happens when the pedal cycle is used for racing, pace making, competition, exhibition or trials or for or connected in any way to a **business**
26. motorised pedal cycles except electric bicycles that have a motor that does not propel the bike when it is travelling at more than 15.5 mph
27. any extra cost to continue the **Member's** or the **Member's family's home business** caused by or resulting from **terrorism**
28. the cost of fixing any defect or alleged defect in the **Member's home** or its land or a property the **Member** used to own
29. property belonging to **domestic employees** and tenants
30. goods the **Member** or the **Member's family** paid for but have not received
31. service firearms and their ancillaries
32. **money** owned by or connected to any **business** including the **Member's home business** if the **Member**

does not have Home Standard Plus protection

33. any **money** lost because the **Member** does not keep to a **card** supplier's rules or the **Member** can get back under the terms of any **card** agreement
34. unauthorised use of a **card** by anyone who is related to the **Member** and any **money** lost after the **Member** has notified the **card** supplier that the **card** is lost or stolen
35. any **money** lost as a result of accounting errors or omissions

## Section 2: Member's legal liabilities

We will pay the compensation and costs the **Member** or the **Member's family** are legally liable to pay and the costs and expenses to defend the **Member** or the **Member's family** in court if during the **Mutual Cover period** someone is accidentally injured, accidentally killed or someone's property is **accidentally damaged** if the **Member's Mutual Cover** includes Section 1 Part A Buildings, the **Member's** legal liability resulting from

- the **Member** or the **Member's family** owning the **home**
- a property the **Member** or the **Member's family** used to own under section 3 of the Defective Premises Act 1972 or article 5 of the Defective Premises (Northern Ireland) Order 1975
- if the **Member's Mutual Cover** includes Section 1 Part B Home contents and personal property the **Member's** legal liability resulting from
  - the **Member** living in the **Member's home**
  - the **Member** being a tenant of the **Member's home**
- something done by the **Member's domestic staff** while working for the **Member**
- the **Member's** and the **Member's family's** normal day-to-day activities, sports, hobbies or pastimes not connected to the **Member's** or the **Member's family's** occupation apart from a **home business** while the **Member** or the **Member's family** is
  - in the United States or Canada for up to 30 days in a row
  - or anywhere else in the world
- something happening in the **Member's living quarters** that the **Member** is legally responsible for anywhere the world

and if the **Member** has Home Standard Plus Protection

- something done by the **Member's** or the **Member's family's home business** and **home business** employees while working for the **Member** or the **Member's family**

We will also pay if the **Member** has Home Standard Plus Protection

- compensation and legal costs unpaid 3 months after a Court in the **UK** awarded them to the **Member** or the **Member's family** because of death, **injury** or **damage** to **Member's** or the **Member's family's** property
- compensation and legal costs if a **domestic employee** dies or is injured

## Section 2 exclusions

We do not give protection for anything in Section 2 resulting from or connected to the following

1. a Court outside the **UK**
2. death of or **injury** to the **Member** or the **Member's family**
3. **injury** to or death of employees of the **Member's home business** or any other **business**
4. property the **Member**, the **Member's family** or employees own, use or are responsible for except **buildings** when the **Member** is the tenant
5. any land or building the **Member** or **Member's family** own, live in or use that is not at the risk address shown in the **Member's Cover Schedule**
6. a **business** except the **Member's home business**
7. any fines, penalties, compensation and costs a criminal Court orders the **Member** to pay
8. aircraft, and watercraft except sailboards, paddleboards, surfboards and similar craft
9. an animal of a dangerous species or a specifically controlled dog under the Animals Act 1971, the Dangerous Dogs Act 1991 or similar legislation or any animal that is not normally a domestic animal in the United Kingdom the **Member** owns, uses or is responsible for
10. pollution or contamination of air, water or soil unless caused by a sudden, unexpected, accidental and identifiable event
11. any infectious disease, virus, syndrome or illness
12. legal liability under any agreement if the legal liability would not exist if the agreement was not in place
13. fines or penalties and compensation awarded to punish or make an example of the **Member** or the **Member's family**
14. compensation and costs awarded to the **Member** or the **Member's family** for something that happened resulting from or connected to the **Member's home business** or any other **business**

15. compensation and costs awarded to the **Member** or the **Member's family** that **we** do not give protection for in this Section if the **Member** or the **Member's family** had caused the **injury** or **damage**
16. compensation and costs awarded to the **Member** or the **Member's family** that the **Member** or the **Member's family** are appealing
17. compensation and costs from proceedings that started before the first the **Mutual Cover period** where the **Member**, the **Member's family** or the **Member's** or his/her family's legal representative knew or should have known that the compensation and costs would not be paid
18. any award of compensation or costs resulting from a property the **Member** or the **Member's family** used to own that is made more than 7 years after the **Mutual Cover period** ends
19. a property the **Member** or the **Member's family** used to own that is outside the **UK**
20. the Party Wall etc Act 1996
21. hunting or racing of any kind unless on foot

## Section 3: Personal Accident for HM Forces personnel

The **Member** only has protection under this Section if the **Member** is a serving member of The British Armed Forces, The British Armed Forces Reservists or the Royal Fleet Auxiliary

**We** will pay if the **Member** is injured by a violent or accidental, external and visible cause unconnected to any other cause and

- the **Member** has burns to more than 25% of his/her body
- the **Member** breaks an arm or leg

or within 12 months the accident results in

- the **Member's** death
- the **Member** losing one or both hands, feet, arms or legs
- a short term disability when the **Member** cannot carry out most or any of the **Member's MoD** duties up to 104 weeks

or the **Member** is permanently

- blind in one or both eyes
- deaf in both ears
- unable to speak

or after 12 months the **Member** is

- permanently unable use one or both hands, feet, arms or legs
- permanently and totally disabled and cannot carry out or attend any type of work

If **we** agree to pay a claim under this Section **we** will also pay

- an amount for each day the **Member** is in hospital up to 365 days

### Section 3 exclusions

**We** do not give protection for the following in Section 3

1. anything resulting from or connected to the **Member's** employment with the **MoD**
2. short term disability until the **Member** is disabled for 4 weeks
3. short term disability for more than 104 weeks
4. more than one of the amounts shown in the **Member's Cover Schedule** for the same accident except where one amount is for short term disability or short term total disability
5. any claim not supported by medical evidence
6. any emotional or psychiatric disorder or condition

**We** do not give protection for anything caused by, resulting from or connected to

7. taking or using drugs or controlled substances except drugs prescribed by the **Member's** doctor and used properly
8. suicide, a deliberate attempt to injure himself / herself or if the **Member** puts himself / herself in danger unless the **Member** is trying to save someone's life
9. the **Member's** criminal act
10. HIV (Human Immunodeficiency Virus), AIDS (Acquired Immune Deficiency Syndrome), ARC (AIDS Related Complex), any related virus or illness, or any sexually transmitted disease
11. pregnancy or childbirth
12. flying as a pilot, hand-gliding, parachuting, parascending, paragliding, bungee jumping and white-water rafting unless the **Mutual** agrees in writing to give **Mutual Cover**
13. any winter snow sport unless the **Member** is qualified, or with a guide or instructor qualified, in Europe to Level 4 British Association of Snowsport Instructors or a similar international qualification
14. scuba diving, unaccompanied dives or any dive below 40 metres unless the **Member** holds the British Sub Aqua Club 'Sports Diver' certificate, the Professional Association of Diving Instructors 'Open Water' certificate or the **MoD** has given the **Member** the same level of training
15. potholing, caving, mountaineering or rock climbing unless a guide approved by the British Caving Association or the Association of Mountaineering Instructors or someone with similar qualifications or approval supervises the **Member**

## Section 4: Holiday Cancellation for HM Forces personnel

The **Member** only has protection under this Section if the **Member** is a serving member of The British Armed Forces, The British Armed Forces Reservists or the Royal Fleet Auxiliary

**We** will pay **Member's holiday** accommodation and travel costs the **Member** cannot get back if the **Member** cancels or cuts short the **Member's holiday** because

- of an order the **Member** receives in connection with the **Member's MoD** duties
- the **Member** is seriously ill or injured
- any of **Member's** children, parents, step parents, brothers, sisters, grandparents or grandchildren die or are seriously ill or injured
- the **Member** has to return **home** after a fire, **storm, flood** or burglary that **we** agree to pay for under Section 1
- the **Member** and the **Member's** husband, wife, partner or children cannot travel as a result of **UK** government restrictions or advice issued by the Foreign and Commonwealth Office
- the **Member** has to go to Court, including a military Court, to be a witness or be on a jury

### Section 4 exclusions

**We** do not give protection for the following in Section 4

1. anyone going on the **holiday** not wanting to travel
2. any illness, injury, medical condition or symptoms anyone going on the **holiday** knew about when the **holiday** was booked unless the **Member** tells the **Mutual** and the **Mutual** agrees in writing to give **Mutual Cover**
3. any costs that result from the **Member** not telling the holiday company or travel agent as soon as the **Member** knows the **Member** has to cancel the **Member's holiday**
4. any accommodation and travel costs the **Member** can get back from the holiday company, travel company or anywhere else
5. anything caused by or resulting from pregnancy or childbirth
6. failure to get a passport or visa
7. civil unrest, strikes, blockades, or action by any country's government or the threat of a similar event
8. failure of **Member's** airline, hotel, ferry company or travel agent to provide the booked services, transport or accommodation



## General conditions

These conditions apply to all Sections of this Policy

If the **Member** and the **Member's family** do not keep to these conditions or anything else in this Policy that the **Member** must do or must not do, or the **Member** does not tell the **Mutual** about a change in such **Member's** circumstances or a change to the information the **Member** gave the **Mutual**, such **Member's** protection under this Policy may not be valid. Or **we** may not pay all or part of such **Member's** claim, change the terms of such **Member's** protection, cancel such **Member's** protection under this Policy and/or change or add an **excess**

### Cancellation by the Mutual

The **Mutual** may cancel this Policy by giving **Us** at least three months' notice in writing

### Cancellation by Us

**We** reserve the right to cancel this Policy at any time by giving the **Mutual** 12 months' notice in writing where there is a valid reason for doing so with the notice period starting at the end of the current Period of Insurance. **We** will send **Our** cancellation letter to the registered office of the **Mutual** and will set out the reason for cancellation in **Our** letter

### Cancellation of Member's Mutual Cover

If the **Member's Mutual Cover** is cancelled or not renewed, all benefits for that **Member** under this insurance will end on the date their **Mutual Cover** ends

### Looking after Member's property

1. The **Member** and the **Member's family** must try to prevent accident, death or **injury**, protect such **Member's** and **Member's family's** property against loss, theft or **damage** and keep it in good condition

### Information

2. **We** rely on the information the **Member** gives the **Mutual** to arrange **Mutual Cover** and accept a **Member**. If there are any changes to the information the **Member** gave the **Mutual** the **Member** must tell the **Mutual** as soon as possible. When the **Member** tells the **Mutual**, the **Mutual** will tell the **Member** if this affects such **Member's Mutual Cover**. If the **Member** does not tell the **Mutual** about a change it may affect any claim the **Member** makes under the **Mutual Cover** or this Policy or could result in such **Member's** protection under the **Mutual Cover** and/or this Policy not being valid
3. When the **Member** arranges, changes or renews the **Mutual Cover** if the **Member**
  - deliberately gives the **Mutual** false information or
  - gives the **Mutual** information the **Member** knows will not be accurate or complete**we can**
  - treat the **Member's** protection under this Policy as if it never existed or that it does not exist from the date of the change
  - refuse to consider claims
  - recover claims already paid
4. If the **Member** is careless when the **Member** gives the **Mutual** information when the **Member** arranges, changes or renews the **Mutual Cover** and had the **Mutual** known the **Mutual** would not have given the **Member** protection or given the **Member Mutual Cover** on different terms, **we can**
  - change the terms of such **Member's** protection under this Policy or any **excess**
  - if the **Mutual** would have charged the **Member** a higher contribution reduce the amount **we** pay for a claim
  - cancel the **Member's** protection under this Policy
5. The **Member** must tell the **Mutual** if his/her **home** is **not lived in**, **unfurnished** or let, and if it is **we** may change the terms of such **Member's** protection under this Policy
6. The **Member** must tell the **Mutual** at any time if he/she
  - a. changes email address
  - b. moves to a new permanent address
  - c. or the **Member's family** buys something expensive like new **kit**, cameras or jewellery

- that means the protection limit under the **Mutual Cover** needs to be increased
- d. is declared bankrupt or is subject to insolvency action, including an Individual Voluntary Arrangement
  - e. is convicted of any criminal offence apart from a driving offence

### Claims

7. If the **Member**, or someone for the **Member**, knowingly makes a false or exaggerated claim **we** can refuse the claim, recover any money paid for that claim, end such **Member's** protection under this Policy from the date the false or exaggerated claim was made and the **Mutual** may not refund any **contribution**
8. If the **Member's** claim falls under more than one Section or more than one part of a Section **we** may only pay a claim under one Section or part of a Section

### Automatic renewal

9. **We** will automatically renew this Policy at the end of the **Period of Insurance** unless the **Mutual** decides to cancel or tells **us** it does not want **us** to automatically renew. Before the end of the **Period of Insurance** the **Mutual** will receive details of the premium for the next **Period of Insurance** and any changes to the terms and conditions of this Policy

### Valuables and jewellery

10. If the **Member** or the **Member's family** has any items of **personal belongings** or **valuables** worth more than £3,000 under Home Standard Protection and £5,000 under Home Standard Plus Protection the **Member** must tell the **Mutual** about them if the **Member** wants them included in this Policy
11. If the **Member's Mutual Cover** includes **valuables** every 5 years
  - any **valuable** worth more than £5000 must be professionally valued
  - a jeweller must check and maintain the stone settings and clasps of jewellery and watches valued at more than £5,000

### Building work

12. If the **Member** is going to extend, renovate, rebuild or demolish any part of the **Member's home** and the estimated cost is more than £30,000 the **Member** must tell the **Mutual** about it before work starts. The **Mutual** may then change the terms of the **Mutual Cover**. If the **Member** does not tell the **Mutual**, **we** may not help the **Member** with claims under any Sections of this Policy for anything caused by or resulting from the work

### Only one payment

13. If more than one person is named in the **Member's Cover Schedule** **we** will not pay more than **we** would pay to one person

### Roofs

14. A qualified thatcher must inspect and certify thatched roofs in the first 60 days of the **Mutual Cover period** and then every 5 years. The **Member** must follow any recommendations made by the thatcher and carry out any work needed following the inspection. The **Member** must keep the inspection report and certificate and give the **Mutual** copies if **they** ask
15. A competent roofing contractor must inspect any flat part of the roof of the **Member's property** at least once every 5 years. The **Member** must follow any recommendations made by the contractor and carry out any work needed following the inspection. The **Member** must keep the inspection report and give the **Mutual** a copy if **they** ask

### Third parties

16. Except as regards a **Member**, this Policy is not intended to nor does it create any rights, entitlements, claims or benefits enforceable by any person that is not a party to it and the provisions of the Contracts (Rights of Third Parties) Act 1999 are excluded hereunder. Accordingly, no other person shall derive any benefit or have any right, entitlement or claim in relation to this Policy except as provided for in the Third Parties (Rights Against Insurers) Act 2010. The rights of the parties to rescind or vary this Agreement are not subject to the consent of any other person.

### Trading sanctions restrictions

17. **We** will not give protection or pay claims under this Policy that break any
- sanctions, prohibitions or restrictions under United Nations resolutions
  - trade or economic sanctions, laws or regulations of the European Union, England, Wales and the United States of America

## General exclusions

These exclusions apply to all Sections of this Policy

We do not give protection for the following

1. anything the **Member** or the **Member's family** does not own or is not legally responsible for
2. anything that happened, existed or showed any signs before the first **Mutual Cover period** started
3. anything that results from or is connected to something that happened, existed or showed any signs before the first **Mutual Cover period** started
  4. anything the **Member** or the **Member's family** knew about or should reasonably have known could result in a claim before the first **Mutual Cover period** started
5. theft or **damage** for anything except fire, lightning, earthquake, explosion and aircraft if the **Member's home** is **unfurnished** or **not lived in** unless the **Mutual** agrees in writing to continue **Mutual Cover**
6. anything resulting from something the **Member** or the **Member's family** or anyone else living or working in the **Member's home** do deliberately or illegally or someone does deliberately or illegally for the **Member** or the **Member's family**
7. all manual work or the use of any business machinery except office equipment
8. anything caused by or resulting from biological or chemical contamination
9. anything caused by or resulting from
  - ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel
  - the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it
10. anything caused by or resulting from an act of **terrorism** or alleged act of **terrorism** including failure of gas, water, electricity or telephone supply to the **Member's home** caused by or resulting from **terrorism**
11. pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds
12. **damage** to any property including computers and lost or corrupted data caused by or resulting from computer hacking, any form of virus or an electronic attack or the **Member** or the **Member's family's** legal liability from passing on a computer virus
13. **damage** to any computer related equipment resulting from its failure to recognise, interpret or process correctly any date as its true calendar date or to continue to work correctly after that date
14. anything caused by or resulting from nuclear reaction, nuclear radiation or radioactive contamination
15. anything caused by or resulting from war, invasion, act of foreign enemies, hostilities whether war is declared or not, civil war, rebellion, revolution, insurrection, military or usurped power
16. riot, civil commotion, workers on strike, workers locked out and employees of a **business** stopping work to protest in Northern Ireland
17. anything caused by or resulting from the **Member's** or the **Member's family's** property being confiscated, taken, **damaged** or destroyed by or under the order of any government or public or local authority
18. anything caused by or resulting from a motor vehicle used on a public roads or where any Road Traffic Act or similar law applies and any mechanically-propelled vehicle except domestic garden equipment and wheelchairs
19. the cost of preparing a claim
20. anything the **Member** or the **Member's family** can claim for elsewhere

## Claims conditions

If the **Member** does not keep to these conditions **we** may not be able to help the **Member** with all or part of such **Member's** claim

### 1. Reporting

The **Member must** tell the **Mutual** about the theft, loss, **damage**, **injury** or death as soon as the **Member** can. For any theft, loss or **damage** as a result of riot or civil commotion the **Member** must tell the **Mutual** about it within 7 days of it happening

### 2. Theft

The **Member** must report all thefts or break-ins to the Police and obtain a crime report reference. For theft or break-in on **MoD** premises the **Member** must report the incident to the Military Police and obtain a crime report number

### 3. Claims made against the Member or the Member's family

- If someone is holding the **Member** or the **Member's family** responsible for any death, **injury** or **damage**, the **Member** must tell the **Mutual** immediately
- The **Member** or the **Member's family** must send all legal documents and letters about the claim to the **Mutual** as soon as possible after the **Member** receives them and before any specified deadlines
- The **Member** or the **Member's family** must not admit liability or pay or agree to pay anything or take any action on legal documents or letters unless **we** agree in writing that the **Member** can

### 4. Emergency repairs and preventing more damage

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

## How we handle claims

### Lost stolen and damaged items

After speaking to the **Member** or receiving the **Member's** claim by email **we** may decide to

- appoint contractors to repair the **damage** and manage the process for the **Member**
- find a supplier to replace lost, stolen or **damaged** items that cannot be repaired
- make a cash settlement directly into the **Member's** bank account less any excess shown in the **Member's Cover Schedule**. Any cash settlement will not be more than what it would cost **us** to repair or replace

### If the Member is injured

When **we** speak to the **Member** or receive the **Member's** claim by email **we** will ask for full details and circumstances of the **injury**. This includes what happened and any specialist or expert medical report or opinion the **Member** has to support the claim. When **we** have all this information **we** may need to investigate the **Member's** claim in more detail which could involve appointing a medical expert to examine the **Member** and produce a medical report on the **Member's** injuries, the **Member's** ability to work and if the **Member** has a permanent disability

### If someone is holding the Member or the Member's family responsible for damage, injury or death

When **we** speak to the **Member** **we** will ask the **Member** to explain what happened and who is claiming against the **Member**. It is important that the **Member** gives **us** and the Mutual all letters and documents the **Member** receives about the incident immediately. This is because there are time limits to reply to the claim made against the **Member** that must be met. Claims against the **Member** need detailed investigation. If **we** accept the claim **we** will deal with all the investigations or appoint experts to do this. **We** will investigate if the **Member** or the **Member's family** are legally responsible and the amount of any compensation to an injured person for example. **We** will handle all correspondence with solicitors and the court for the **Member** and pay them when necessary

## Claims procedure

*If the Member becomes aware of any event, which may be covered by this Policy the Member must first make a claim under their Mutual Cover.*

*We will not consider any claims under this Policy until The Mutual has given its final decision on the claim made under the Mutual Cover in writing.*

The **Member** must notify **Us** by telephone or email that they wish to make a claim under this insurance. The notification must give the claims reference number of the claim made under the **Mutual Cover** and must be sent to:

- report by telephone      020 3903 5359
- report by e-mail      [Builders@military-mutual.co.uk](mailto:Builders@military-mutual.co.uk)