

Group Insurance for The Military Mutual – Terms and Conditions (Kit Cover)



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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

Please also refer to the claims procedure information on page 18 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
- 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

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.

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

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.

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


business	Any full or part time trade, employment, profession or occupation
cards	Credit, debit, cheque guarantee and cash dispenser cards
Cover Schedule	The document issued by the Mutual showing the Member's details, details of the protection limits, protection period and excesses, and the cover the Member chose
damage, damaged	Sudden, unexpected, unintentional physical harm that destroys something, reduces its value, usefulness or normal function
excess	The first part of a claim the Member must pay under this insurance which is the same as the excess shown in the Member's Cover Schedule
HM Forces	The British Armed Forces, Reservists and the Royal Fleet Auxiliary
household contents	Household items the Member owns in a property the Member lives in outside the UK provided by the MoD or its agent that is not Single living accommodation. Or in a property the Member rents outside the UK as the Member's accommodation when on MoD duties including <ul style="list-style-type: none"> • 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 the Member rents outside the UK as the Member's accommodation when on MoD duties
Member	The Member named on the Cover Schedule
MoD	The Ministry of Defence
MoD contents	Furniture, fixtures and fittings, flooring, internal decoration, domestic appliances, electrical equipment and recreational equipment in the Member's 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
Mutual	The Military Mutual Limited trading as the Military Mutual
Mutual Cover	The discretionary cover provided by the Mutual as shown in the Member's Cover Schedule
Mutual Cover period	The length of time the Mutual provides protection shown on the Member's Cover Schedule
personal belongings	Clothes and personal items the Member normally wears, carries or uses including <ul style="list-style-type: none"> • 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
Period of Insurance	The period of time the Mutual has the benefit of this insurance
Policy Limit	The maximum amount payable under this insurance in the event of a claim which is the same as the cover limit shown in the Member's Cover Schedule
room contents	Household items the Member owns in the Member's living quarters

	<p>including</p> <ul style="list-style-type: none"> • furniture, furnishings, appliances, removable flooring and removable carpets • televisions, audio and gaming equipment • personal office equipment • personal documents
terrorism	<p>The use or threatened use of force or violence</p> <ul style="list-style-type: none"> • 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 or United Kingdom	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	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.



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.

We will pay the cost to replace or repair

1. **kit** the **Member** owns or borrows
2. **kit** issued to the **Member**
3. the **Member's 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 the **Member** is deployed outside the **UK**

We will 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 the **Member's** 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 the **Member** has asked for them to be included in the **Member's Mutual Cover** and they are shown in the **Member's Cover Schedule**

1. individual **personal belongings** and **valuables** with a replacement value of more than the individual limit shown on the **Member's Cover Schedule**

We do not cover

2. any **excess** shown in **Cover Schedule**
3. sports equipment and clothing while it is being used
4. **damage** resulting from cleaning, repair, renovation or restoration
5. anything used for or connected in any way to a **business** apart from the **Member's** 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 the **Member's 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 the **Member** agrees to part with it
10. theft from a building or the **Member's 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 the **Member's** 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 the **Member's** personal supervision
15. **kit**, **personal belongings** and **valuables** with a replacement value of more than the individual limit shown in the **Member's Cover 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 the **Member**
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



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

- **money** lost, stolen or **damaged**
- money the **Member** legally has to pay the **Member's card** supplier if the **Member's card** is lost or stolen and used by an unauthorised person

Section 2 - exclusions

We do not cover

1. any **excess** shown in the **Member's Cover Schedule**
2. any money the **Member** can get back under the terms of any **card** agreement
3. any money lost because the **Member** does not keep to the **card** supplier's rules
4. unauthorised use of the **card** by anyone who is related to the **Member**
5. any money lost after the **Member** has 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 the **Member's 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



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

Section 3 - exclusions

We do not cover

1. any **excess** shown in the **Member's Cover Schedule**
2. the cost to clean the **Member's 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** the **Member** or any visitor deliberately causes
5. **damage** caused by any animal

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

- while the **Member** is in the United States or Canada for up to 30 days in a row in a **Mutual Cover period** or
 - anywhere else in the world
- as a result of
- the **Member's** normal day-to-day activities, sports, hobbies and pastimes not connected to the **Member's** occupation
 - something happening in the **Member's living quarters** that the **Member** is legally responsible for
 - something happening that the **Member** is legally responsible for because the **Member** lives in or rents a property

Section 4 - exclusions

We do not cover compensation and costs resulting from

1. any **excess** for property **damage** shown in the **Member's Cover Schedule**
2. a Court outside the **UK**
3. death of or **injury** to the **Member**
4. **damage** to property the **Member** owns or is responsible for

We do not cover

5. any fines, penalties, compensation and costs a criminal Court orders the **Member** to pay
6. fines or penalties and compensation awarded to punish the **Member** or make an example of the **Member**

We do not cover anything connect to or resulting from

7. any land or buildings the **Member** owns or uses except the **Member's living quarters**
8. a **business** except the **Member's** 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** the **Member** owns, uses or is 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

We will pay the Member's holiday accommodation and travel costs the Member cannot recover 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 the **Member's** children, parents, foster children, step children, brothers, sisters, grandparents or grandchildren die or are seriously ill or injured
- the **Member** has to return home after a serious fire, storm, flood or burglary at the **Member's** home
- the **Member** 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 5 exclusions

We do not cover the following in Section 5

1. any **excess** shown in the **Member's Cover 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 the **Member's Cover Schedule**
4. 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
5. any holiday accommodation and travel costs the **Member** 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 the **Member's** airline, hotel, ferry company or travel agent to provide the booked services, transport or accommodation

These conditions apply to all Sections of this Policy

If the **Member** does not keep to these conditions or anything else in this Policy that the **Member** must do or must not do, or if the **Member** does not call, email or write and explain about a change in the **Member's** circumstances or a change to the information the **Member** gave, such **Member** may be prevented from claiming under this Policy. Or **we** may not pay all or part of such **Member's** claim, change the terms of 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

Cover

1. This Policy only if the **Member** is a member of **HM Forces** and the **Mutual**

Information

2. **We** rely on the information the **Member** gives the **Mutual** to arrange protection and accept a **Member**. The **Member** must take reasonable care to give full and accurate answers to any questions the **Mutual** asks the **Member** when the **Member** applies for the **Mutual Cover**, makes changes to it or renews it. It is important the **Member** explains if there are any changes to the information the **Member** gave, someone gave for the **Member** or the information shown in the **Member's Cover Schedule**. The **Member** will be notified if any changes affect the **Member's Mutual Cover**. If the **Member** does not notify any changes it may affect any claim the **Member** makes under the **Mutual Cover** or this Policy or prevent the **Member** from claiming under this Policy
3. The **Member** must explain if the **Member**
 - stops being a member of **HM Forces**
 - changes email address
 - moves to a new permanent address
 - buys something expensive like new **kit**, cameras or jewellery that means the cover limit under the **Mutual Cover** needs to be increased
 - is declared bankrupt or are subject to insolvency action, including an Individual Voluntary Arrangement
 - is charged with or convicted of any criminal offence apart from a driving offence
4. 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
 - refuse to consider claims
 - recover claims already paidand the **Member** may be prevented from claiming under this Policy from the date of the change
5. 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 this Policy or any **excess**

- reduce the amount **we** pay for a claim and
- the **Member** may be prevented from claiming under this Policy

Claims

6. If the **Member**, or someone for the **Member**, knowingly makes a false or exaggerated claim **we** can refuse to consider the claim, recover any money paid for that claim, and the **Member** may otherwise be prevented from claiming under this Policy from the date the false or exaggerated claim was made
7. 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

8. **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

Third parties

9. 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.

No transfer

10. Unless **we** agree in writing the **Member** cannot give any other person or legal entity
 - this Policy or
 - any right under this Policy or
 - any right to sue **us** under this Policy or
 - any right to sue **us** for anything connected with this Policy


Assignment

11. The **Mutual** may not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this Policy save with **our** prior written consent. **We** may, without the prior consent of the **Mutual**, assign or sub-contract **our** duties and obligations to any of **our** group undertakings and may sub-contract its duties and obligations to any agents, consultants and outsourced service providers provided that, in the case of any sub-contract, **we** remain liable for any default in the performance of any such duties or obligations.

These exclusions apply to all Sections of this Policy

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

1. anything the **Member** 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** began
4. anything the **Member** knew about or should reasonably have known about before the first **Mutual 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 the **Member's** property
9. any deliberate, malicious or unlawful act by the **Member** or anyone acting for the **Member**
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 the **Member** 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 the **Member** and the **Member** 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 the **Member** can claim elsewhere



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

Reporting

1. The **Member** must call to report a theft, loss, **damage**, **injury** or death as soon as the **Member** can

Theft


2. The **Member** 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 the **Member** must report the incident to the Military Police and obtain a crime report number
3. The **Member** must report the unauthorised use of the **Member's** mobile phone to the **Member's** network supplier as soon as the **Member** can

Claims made against the Member

4. If someone is holding the **Member** responsible for any death, **injury** or **damage**, the **Member** must tell the **Mutual** immediately
5. The **Member** 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
6. The **Member** 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, 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** takes photographs of any **damage**



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 Policy. 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