

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

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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 8 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 20 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


accidental damage, accidentally damaged	Sudden, unexpected, unintentional physical harm that destroys something, reduces its value, usefulness or normal function
asbestos	Asbestos, asbestos fibres or any derivative of asbestos including any product that contains asbestos, asbestos fibres or any derivative of asbestos
building, buildings	The domestic buildings at the Member's property and the fixtures and fittings the Member owns including <ul style="list-style-type: none"> • outbuildings, garages, greenhouses and sheds • fixed flooring the Member owns and internal decorations • terraces, patios, decking, paths, yards, drives, walls, gates, fences, hedges, lamp posts and railings • permanent swimming pools, hot tubs and their fixed equipment • fixed central heating fuel tanks, septic tanks and cesspits, underground drains, sewers, ducting, cables, pipes and inspection hatches and covers
business contents	The Member's business as a landlord renting out residential properties Items the Member owns at the property not permanently fixed to the buildings including <ul style="list-style-type: none"> • furniture, furnishings, removable flooring and appliances • garden furniture, tools and equipment • television aerials, radio aerials and satellite dishes and their masts and fittings • metered water or domestic oil in a fixed oil tank that the Member has paid for
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	Direct physical harm that destroys something or reduces its value, usefulness or normal function
Data Protection Legislation	All applicable privacy and data protection laws, including the GDPR and any applicable national implementing laws, regulations and secondary legislation in the UK relating to the processing of personal data and the privacy of electronic communications, including the Data Protection Act 2018, the Privacy and Electronic Communications Directive (2002/58/EC) and the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2003/2426)
employee	An employee is a <ul style="list-style-type: none"> • person under a contract of service or contract of apprenticeship with the Member • person the Member is assessing as being suitable to employ • person in a work experience, training, study or similar scheme with the Member • labour master and any person he supplies • labour-only sub-contractor carrying out work for the Member's business and any person they employ to carry out work for the Member's business • person the Member hires, borrows or is supplied to the Member by another business to carry out work for the Member's business • self-employed person carrying out any kind of work normally carried out under a contract of service or contract of apprenticeship with the Member • person supplied to the Member under the terms of a contract or

	<p>agreement that states the person is the Member's employee for the time the contract or agreement lasts</p> <ul style="list-style-type: none"> • person a Court in the UK decides is the Member's employee
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
GDPR	General Data Protection Regulation ((EU) 2016/679)
heave	Swelling of the ground under the buildings causing upwards or sideways movement
injury	Bodily injury, disease or illness
landslip	The downward movement of sloping ground
Member	The Member named on the Cover Schedule
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
property	The house, bungalow or flat and its buildings at the address on the Member's Cover Schedule let to a tenant classed as a private home used for domestic purposes and having no more than 15 rooms
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
rent	The amount of rent the Member's tenant pays the Member each month shown on the Member's Cover Schedule
storm	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
subsidence	Downward movement of the ground under the buildings
tenant, tenants	The person or people the Member lets the Member's property to under an Assured Shorthold Tenancy, Short Assured Tenancy, or Assured Tenancy under the Housing Act 1988, Housing (Scotland) Act 1988 or The Private Tenancies (Northern Ireland) Order 2006
tenant's fixtures and fittings	Items the tenant has fixed to or installed in the Member's property and improvements, alterations and decorations carried out by the tenant that the tenant cannot remove at the end of the tenancy
terrorism	The use or threatened use of force or violence <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 to frighten the public
unfurnished	When there is not enough furniture and furnishings in the Member's property for the Member's tenant to live in it normally
UK or United Kingdom	England, Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands
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.

Part A - Buildings

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

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

We will also pay the cost

- to find a leak in the **Member's property's** internal plumbing and heating system
- to clear a blocked or repair a **damaged** underground service pipe the **Member** is legally responsible for
- for other similar accommodation or the rent the **Member's tenant** does not pay if the **Member's tenant** cannot live in the **Member's property** because a building next to the **Member's property** is **damaged**
- to repair or restore the garden if it is **damaged** by fire, lightning, theft, vandalism or hit by a vehicle, aircraft, lamppost, telegraph pole or a pylon
- to get into the **Member's property** and change the locks if the **Member** loses or someone who is not the **Member's tenant** steals the keys to outside doors, windows, safes or alarms
- to replace or repair stolen or **damaged** building materials and supplies at the **Member's property** that the **Member** has bought to alter, improve or maintain the **Member's property**
- of unauthorised use of water, gas and electricity the **Member** is legally liable to pay for by someone living in the **Member's property** without the **Member's** permission
- if the **Member** sells the **Member's property** and the buyer does not have insurance we will give protection to the **buyer** from when the **Member** exchanges contracts or accepts the offer in Scotland to the time the sale is completed

Part B – Landlords' contents

We will pay the cost to replace or repair the **Member's** lost, stolen or **damaged contents**

- at the **Member's property**
- while packed and moved by professional removers 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
- while temporarily in or being moved to or from
 - an occupied private house or flat, caravan or mobile home
 - a building where the **Member** or the **Member's family** are working or temporarily living
 - any business premises for making up, alteration, renovation, repair, dyeing, cleaning or valuation

We will also pay the cost to

- give the **Member's tenant** other accommodation or
- pay the **rent** the **Member's tenant** does not pay while the **Member's tenant** cannot live in the **Member's property** because of **damage** to **contents** we agree to pay for
- clear away **damaged tenant's** property
- to get into the **Member's property** and change the locks if the **Member** loses or someone who is not the **Member's tenant** steals the keys to outside doors, internal doors connecting the **Member's property** to any other premises, windows, safes or alarms
- repair **damaged** permanent improvements the **Member's tenant** makes to the **Member's property**

Section 1 exclusions

We do not give protection in Section 1 for

1. anything that is **accidentally damaged** if **accidental damage** is not shown as included in the **Member's Cover Schedule**
2. the **excess** shown in the **Member's Cover Schedule**
3. **damage** by **subsidence, heave** or **landslip** to domestic fuel tanks, swimming pools, 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
4. **damage** caused by underground streams, rivers, water in the spaces in underground soil or rock or rising ground water levels
5. **damage** caused by falling trees or branches during tree felling, lopping or topping
6. **storm** or flood **damage** to hard standing areas, solar panels, swimming pools, hot tubs, gazebos, pergolas, gates, hedges, fences and **damage** by rain that is not part of a **storm**
7. **damage** caused by a police raid
8. **damage** caused by sonic booms or anything travelling at sonic or supersonic speed
9. any amount the value of the **Member's property** reduces by
10. theft or **damage** except **damage** by fire, lightning and explosion when no one lives in the **Member's property** or it is **unfurnished** unless the **Mutual** agrees in writing to continue **Mutual Cover**
11. **damage** caused by water from pipes, water tanks and swimming pools when no one lives in the **Member's property** for more than 5 days in a row from 1st October to 30th April. Unless the heating is kept at 10 degrees centigrade or the **Member** shuts off and drains fixed water tanks, apparatus and pipes
12. **damage** to **tenant's fixtures and fittings**
13. the **Member's tenant's rent** or other accommodation after the tenancy agreement runs out if this is before the **Member's property** can be lived in again
14. unauthorised use of water, gas and electricity unless the **Member** takes steps to stop the unauthorised use as soon as the **Member** knows about it
15. **damage** to property the **Member's tenant** owns
16. **damage** by wear and tear or gradual deterioration, 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
17. **damage** by dryness or humidity, frost, being exposed to light or extreme temperatures, unless the **damage** is caused by fire or **storm**
18. **damage** resulting from cleaning, repair, renovation, restoration or any similar process
19. **damage** by moths, insects, rats, mice, squirrels, rodents, other vermin or birds and **damage** by chewing, scratching, tearing, denting, vomiting or fouling by animals
20. china, glass, porcelain and earthenware or similar fragile items when the **Member** is moving **contents** unless packed by professional removers
21. misuse, faulty workmanship, design or materials
22. the cost of maintenance or routine decoration
23. lost, stolen or **damaged buildings** or **contents** while the **Member's property** is **unfurnished** or not lived in except **damage** by fire, lightning, explosion and aircraft
24. mechanical or electrical faults or breakdown
25. the cost to replace or alter any undamaged items that are part of a pair, set, suite, group, collection or any matching carpets and flooring in a different area or room
26. theft or **damage** caused deliberately by the **Member's** tenant and anyone living with or visiting the **Member's** tenant
27. theft or attempted theft unless there is evidence of a break in to a **building**
28. **damage** caused by coast or river erosion

In this Section “the **Member**” and “the **Member’s**” can include a person, local authority, public authority, company or firm the **Member** has a contract with to carry out work connected to the **Member’s business** if the **Member** asks the **Mutual**

We will pay

- the compensation and costs the **Member** is legally liable to pay
- the legal costs and expenses to defend the **Member** in Court
- the legal costs for someone to represent the **Member** at a Coroner’s Inquest or Fatal Accident Inquiry

if as a result of the **Member’s business**

- someone is accidentally injured, accidentally killed or someone’s property is **damaged** including in a property the **Member** used to own and let under section 3 of the Defective Premises Act 1972 or article 5 of the Defective Premises (Northern Ireland) Order 1975
- the **Member** causes an accidental obstruction, trespass, nuisance or interference with pedestrian, road, rail, airborne or waterborne traffic
- the **Member** causes an accidental invasion of a right of privacy, or an accidental interference with any right of way, light or water
- the **Member** is involved in a wrongful arrest or detention, false imprisonment or malicious prosecution
- the **Member** is involved in a wrongful entry or eviction that interferes with a right of private occupancy
- the **Member** is involved in an oral or written publication of material that violates a person’s right of privacy

We will also pay

- the **Member’s** legal liability under Data Protection Legislation as a result of personal data the **Member** or the **Member’s** managing agents use or used to use
- the **Member’s** legal liability resulting from or connected to a vehicle the **Member** or the **Member’s business** do not own
- the **Member’s** legal liability resulting from pollution and the costs to reverse, stop or minimise it under the Environmental Damage (Prevention and Remediation) Regulations 2009 or any legislation or regulation that follows or replaces them
- the amount of income the **Member** loses if the **Member** has to go to Court as a witness connected to anything in this Section
- compensation and legal costs unpaid 3 months after a Court in the **UK** awarded them to the **Member** because of death, **injury** or **damage** to the **Member’s property** connected with the **Member’s business**


Section 2 exclusions

We do not give protection in Section 2 for

1. the **excess** shown in the **Member’s Cover Schedule**
2. a decision of a Court outside the **UK**
3. a property the **Member** used to own that is outside the **UK**
4. the **Member’s** death or **injury**
5. **injury** or death of **employees** or employees of any other business while working on anything connected to the **Member’s business**
6. property the **Member** or **employees** own or are responsible for
7. any land or building the **Member** owns, lives in, uses, repairs, renovates or maintains that is not at the **Member’s property**
8. anything caused by resulting from or connected to something that is not a landlord’s normal business of owning and renting a property
9. motor vehicles used on public roads or where any Road Traffic Act or similar law applies and any mechanically-propelled vehicles except loading or unloading a vehicle or mobile plant
10. 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
11. professional negligence or advice by the **Member** or anyone acting for the **Member**

12. any deliberate act or something the **Member** or anyone acting for the **Member** has deliberately not done, left out or neglected
13. anything resulting from something the **Member** or anyone acting for the **Member** supplies, installs, erects, repairs or alters
14. anything resulting from a fault, alleged fault, defect or alleged defect
15. pollution or contamination of air, water or soil unless caused by a sudden, unexpected, accidental and identifiable event
16. any infectious disease, virus, syndrome, illness or anything caused by, resulting from or related to **asbestos**
17. legal liability under any agreement if the legal liability would not exist if the agreement was not in place
18. fines or penalties and compensation awarded to punish the **Member** or make an example of the **Member**
19. liability resulting from an effect on someone's reputation, deliberate misrepresentation, malicious falsehood, discrimination, harassment or advertising injury
20. the cost to fix any defect or alleged defect in the **Member's property** or a property the **Member** used to own
21. anything that happens when the **Member** is driving a vehicle
22. anything that happens if the **Member** or the **Member's** representative know a person driving has never had a licence to drive the vehicle or is disqualified from holding or obtaining one
23. the cost to reinstate pollution damage to the **Member's property** or any site, watercourse or body of water the **Member** owns, leases or rents
24. pollution that happens gradually over time
25. the cost to reinstate or reintroduce any form of animal life
26. the cost of replacing, reinstating, rectifying or erasing any personal data
27. compensation and costs awarded to the **Member** that **we** would not give protection for in this Section if the **Member** caused the **injury** or **damage**
28. compensation and costs awarded to the **Member** that the **Member** is appealing
29. compensation and costs from proceedings that started before the first protection period where the **Member** or the **Member's** legal representative knew or should have known that the compensation and costs will not be paid
30. anything resulting from the Party Wall etc Act 1996





We will pay if the Member is charged or prosecuted under any legislation that relates to the Member's business

- the **Member's** legal costs and expenses
- the costs and expenses awarded against the **Member**
- the costs of an appeal against a conviction

Section 4 exclusions

We do not give protection in Section 4 for

1. the **excess** shown in the **Member's Cover Schedule**
2. costs and expenses **we** have not agreed in writing
3. costs of an appeal if Counsel advises that there is not a strong chance of success
4. any prosecution where notice is received before or after the **Mutual Cover period**
5. anything that results from a deliberate decision, something deliberately not done, left out or neglected
6. any fine, penalty or compensation award imposed by a Criminal Court
7. costs and expenses to meet any remedial order or publicity order
8. costs and expenses to appeal against any fine, penalty, compensation, remedial order or publicity order
9. costs and expenses of any investigation or prosecution outside the **UK**

This Section is only included if the **Member** chose it as part of the **Mutual Cover** and it is shown on the **Member's Cover Schedule**

If the **Member's tenant** does not pay the **rent**

We will pay

- the **rent** the **Member's tenant** does not pay
 - for up to 12 monthsor
 - until the **Member** gets vacant possession if this is before the 12 months finishes
- 50% of the **rent** from the time the **Member's property** is in a condition to let
 - for up to 3 monthsor
 - until the **Member** lets it again if this is before the 3 months finishes

Section 5 exclusions

We do not give protection in Section 4

1. for the first month the **rent** is not paid
2. for the **excess** shown in the **Member's Cover Schedule**
3. if the **Member** does not take action to get vacant possession in the first month the **rent** is not paid unless **we** agree in writing that the cost of taking the action is more than the amount of unpaid **rent**
4. if any of the **tenants** are students or receiving Housing or other Department for Work and Pensions benefit unless a guarantor with a satisfactory credit reference is legally assigned to the tenancy agreement
5. if any **tenant** is less than 18 years old
6. if the **rent** is more than £2,500 a month
7. if there is not a signed, written tenancy agreement in place
8. if all **tenants** have not personally received from the **Member** or the **Member's** managing agent all relevant legal notices before the tenancy starts, given a satisfactory credit reference, an employer's reference and a reference from a previous landlord
9. if **tenants** are in the **Member's property** before they pay the deposit and the first month's **rent** in cash or before their payment appears in the **Member's** or the **Member's** managing agent's bank account
10. for unpaid **rent** in the first 90 days of protection for a tenancy that existed before
 - the first **Mutual Cover period**
 - an equivalent section to this Section was added to the **Member's Mutual Cover**
11. when the **Member's property** is re-let
12. for any time when the **Member's property** is not available to let after the **Member** gets vacant possession
13. if the **Member** refuses a reasonable offer of a tenancy
14. if the **rent** is not in line with the current market rental value for the **Member's property**

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

Looking after the Member's property

1. The **Member** must
 - keep the **property** in good condition
 - carry out any inspections on service fittings following the manufacturer's instructions
 - carry out any necessary maintenance to the **property**
 - try to prevent anything happening that may cause a claim
 - take reasonable steps to keep any amount **we** may agree to pay as low as possible
2. The **Member** must maintain and make sure that all the security equipment, including all intruder alarms, fire alarms and locks work correctly. All security equipment must work correctly and be used when the **Member's property** is not lived in
3. If there is a legal requirement to protect the **Member's property** with a fire alarm system or any other fire protection, the **Member** must make sure that these are maintained in line with the manufacturer's specifications and working correctly and used at all times
4. A qualified thatcher must inspect and certify any thatched roof in the first 60 days of the **Member's Mutual Cover** and then every five years. the **Member** must keep the inspection report and certificate
5. A competent roofing contractor must inspect any flat part of the roof of the **Member's property** at least once every 2 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
6. The **Member** must have all gas appliances inspected annually by an engineer registered on the Gas Safety Register
7. The **Member** must have a current Landlords' Gas Safety Record (CP12 certificate) in place while the **Member** lets the **Member's property** and keep all records of inspections and all CP12 certificates for 2 years. The **Member** must give the **Mutual** a copy of the certificates if they ask for them

Building work

8. If the **Member** is going to extend, renovate, build, alter or demolish any part of the **buildings** 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
9. The **Member** must make sure any contractor working on the **Member's property** has valid public liability insurance with a limit of liability of at least £1,000,000 and a hot work permit for work involving flame, welding or hot cutting

Survey

10. **We** or **our** representatives can, with reasonable notice carry out a survey of the **Member's property** and produce a survey report. If the survey report is unsatisfactory the **Member** may be prevented from claiming under this Policy or **we** can ask the **Member** to carry out risk improvements by a certain time

Claims

11. 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
12. 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

Information

13. **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 prevent the **Member** from claiming under this Policy
14. 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** may
 - refuse to consider claims
 - recover claims already paidand
the **Member** may be prevented from claiming under this Policy
15. If the **Member** is careless when the **Member** gives the **Mutual** information when the **Member** arranges, changes or renews the **Member's Mutual Cover** and had the **Mutual** known the **Mutual** would not have given the **Member** protection or given the **Member** protection on different terms, **we** may
 - change the terms of this Policy or any **excess**
 - reduce the amount **we** may payand
the **Member** may be prevented from claiming under this Policy

Automatic renewal

16. **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

17. 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

18. 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

19. 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.


Not lived in

20. The **Member** must tell the **Mutual** when no one lives in the **Member's property**, someone lives in the **Member's property** without the **Member's** permission or when it is **unfurnished**
21. If the **Mutual** agrees to continue the **Member's Mutual Cover** when the **Member's property** is not lived in or it is **unfurnished** the **Member** must
 - inspect the **Member's property** inside and outside at least once every 14 days and keep a written record of the inspections
 - repair or put right any faults the **Member** finds
 - turn off all gas and oil services at the mains or supply tank
 - turn off the domestic water supply at the stopcock
 - close and lock all windows, external doors, and internal doors that connect to another property or another part of the **Member's property**
 - remove all keys and take them away from the **Member's property**
 - make sure all security systems, fire alarms and sprinkler systems are working and turned on
 - remove all rubbish and waste materials from the **Member's property** and any adjoining yards or spaces the **Member** owns
 - between 1st October and 30th April drain down all equipment, pipes and tanks containing water
 - follow any other security or fire prevention requirements shown on the **Member's schedule**
 - keep the **Member's property** at a minimum temperature of 10 degrees centigrade when the **tenant** is away

These exclusions apply to all Sections of this Policy

We do not give protection for the following

1. anything that happened, existed or showed any signs before the first **Mutual Cover period** started
2. anything that results from or is connected to something that happened, existed or showed any signs before the first **Mutual Cover period** started
3. anything the **Member** knew about or should reasonably have known could result in a claim before the first **Mutual Cover period** started
4. anything resulting from something the **Member** does deliberately or someone does deliberately for the **Member**
5. all manual work or the use of any business machinery except office equipment
6. anything caused by or resulting from biological or chemical contamination
7. failure of gas, water, electricity or telephone supply to the **Member's property** caused by or resulting from **terrorism**
8. information lost or corrupted resulting from a computer not working properly, hacking and any type of virus or electronic attack and the **Member's** legal liability from passing on a computer virus
9. **damage** to any computer 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
10. 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
11. anything caused by or resulting from an act of **terrorism** or alleged act of **terrorism**
12. pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds
13. riot, civil commotion, workers on strike, workers locked out and employees of a **business** stopping work to protest in Northern Ireland
14. 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
15. anything caused by or resulting from the **Member's property** being confiscated, taken, damaged or destroyed by or under the order of any government or public or local authority
16. anything that breaks 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
17. anything the **Member** can claim for somewhere else



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 tell the **Mutual** about the theft, loss, **damage** or **injury** or death as soon as the **Member** can
2. 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

Theft


3. The **Member** must report all incidents of theft or break in to the Police and get a crime report reference

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 set deadlines
6. The **Member** 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

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).



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