

The Military Mutual Limited Military Kit and Personal Belongings Cover Wording

The Military Mutual Limited (no. 07147130) is a company registered in England and Wales at 54 Fenchurch Street, London, EC3M 3JY

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Introduction

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

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

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

Contact numbers

Customer service - 0345 305 2654

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

Claims - 0800 0882 285

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

Your cover

We give ${\bf cover}$ up to the cover limits shown in Your ${\bf schedule}$ for something that happens in the ${\bf cover}$ ${\bf period}$

Definitions

business

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

credit, debit, cheque guarantee and cash dispenser cards

Certificate of Membership

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

The amount shown in Your schedule that you must

pay to us cover

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

Wording cover period

The time we give cover shown in Your schedule

damage, damaged

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

excess, excesses

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

HM Forces

The British Armed Forces, Reservists and the Royal Fleet

Auxiliary household contents

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

including

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

injury

Bodily injury, disease or illness

kit

Service uniform, military equipment and service

identity card living quarters

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

MoD contents

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

money

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

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

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

room contents

Household items you own in your living quarters including

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

terrorism

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

UK

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

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

we, us, our, the Mutual

The Military Mutual Limited

you, your, yourself

The Member named on Your schedule

Your schedule

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

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

We may pay the cost to replace or repair

- 1. kit you own or borrow
- 2. kit issued to you
- 3. your personal belongings and valuables
- 4. room contents
- 5. medals and decorations
- 6. pedal cycles and pedal cycle accessories
- 7. mobile phones
- if they are lost, stolen or damaged anywhere in the world including while in transit
 - 8. household contents damaged for the time you are deployed outside the UK We may also pay the cost
 - 9. to replace lost, stolen or damaged downloaded information stored on a computer, mobile phone or similar device
 - 10. from the unauthorised use of your mobile phone
 - 11.to replace or alter any undamaged items that are part of a pair, set, suite, group or collection when one or more parts are **damaged**, lost or stolen and cannot be repaired or replaced

Section 1 - exclusions

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

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

We do not cover

- 2. any excess shown in Your schedule
- 3. sports equipment and clothing while it is being used
- 4. damage resulting from cleaning, repair, renovation or restoration
- 5. anything used for or connected in any way to a **business** apart from **your** employment by the

MoD

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

- 17. scratches to spectacles, contact lenses and sunglasses or if they are lost or damaged while swimming or bathing
- 18. unauthorised use of a mobile phone by anyone who is related to you
- 19. damage that happens when the pedal cycle is used for racing, pace making, competition, exhibition or trials and damage to tyres and accessories if the pedal cycle is not damaged at the same time
- 20. motorised pedal cycles21. service firearms and their ancillaries

Section 2 - Money and cards

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

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

Section 2 - exclusions

We do not cover

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

Section 3 - Damage to living quarters

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

Section 3 - exclusions

We do not cover

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

Section 4 - Your legal liabilities

What is covered under Section 4: Legal liabilities

In the event of

- i. accidental Injury to any person.
- ii. accidental loss of or accidental Damage to material property.
- iii. **accidental loss of amenities**, nuisance, trespass or interference with any right of way light air or water occurring during the Period of Cover and arising in connection with:
 - a. **your** normal day-to-day activities, sports, hobbies and pastimes not connected to **your** occupation
 - b. something happening in your living quarters that you are legally responsible for
 - c. something happening that **you** are legally responsible for because **you** live in or rent a property

Within:-

- a. the United States or Canada for up to 30 days in a row in a Period of Cover or
- b. anywhere else in the world the Cover holder will indemnify You in respect of Your liability at law for compensation together with Costs and Expenses.

Within costs and expenses, we will also pay the cost of legal representation at any Coroner's Inquest, Fatal Accident Inquiry or Court of Summary Jurisdiction incurred with Our written consent.

What is not covered under Section 4 - Legal Liabilities

- i. any excess for property damage shown in Your Kit and Personal Belongings schedule
- ii. liability arising directly indirectly from any:
 - a. Bodily Injury to any Employee
 - b. Offshore activities
 - c. Products
 - d. a court located outside of the UK
 - e. death of or injury to you
 - f. a business except **your** employment with the Ministry of Defence e.g. hunting or racing of any kind unless on foot
- iii. liability arising directly or indirectly from:
 - a. any land or buildings you own or use except your living quarter
 - b. an animal of a dangerous species or a specifically controlled dog under the Animals Act 1971 or the Dangerous Dogs Act 1991 or similar legislation or any animal that is not normally a domestic animal in the UK you own, or is responsible for
 - c. the spread of any infectious disease, virus, syndrome or illness
 - d. 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
 - e. aircraft, and watercraft except sailboards, paddleboards, surfboards and similar craft
 - f. an Agreement unless liability would have existed without the Agreement
 - g. any fines, penalties, compensation and costs a criminal court orders you to pay
 - h. or penalties and compensation awarded to punish **you** or make an example of **you**
 - i. damage to property you own or are responsible for
 - j. any compensation awarded by a court of criminal jurisdiction.
- iv. cyber liability, liability arising directly or indirectly out of
 - a. loss of alteration of or damage to; or
 - b. reduction in the functionality availability or operation of any computer system or programme hardware data information repository microchip integrated circuit or similar device in computer equipment or non-computer equipment as a result of your E-activities for the purpose of this exclusion E-activities means any use of electronic networks including the internet and private networks,

intranets, extranets, electronic mail, worldwide web and similar medium carried out **by you** or by any person persons partnership firm or company acting **for you** or on **your behalf**.

vi. liability a rising from or caused by a deliberate or intentional act by, or omission of, any person entitled to indemnity.

Conditions Applying to Section 1 - Property Owners Liability

Limits of indemnity the most we will pay for any claim, including Costs and Expenses, unless otherwise stated is the indemnity limit shown in the schedule £1,000,000.

Section 5- Holiday Cancellation

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

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

Section 5 exclusions

We do not cover the following in Section 5

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

How to claim

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

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

Email - newclaims.tmm@davies-group.com

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

Example

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

Temporary repairs

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

Document the damage

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

Call first

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

Claims conditions

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

Reporting

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

Theft

- 2. You must report all incidents of theft or break in to the Police and obtain a crime report number. For theft or break in on MoD premises you must report the incident to the Military Police and obtain a crime report number
- 3. You must report the unauthorised use of your mobile phone to your network supplier as soon as you can
- 4. If someone is holding **you** responsible for any death, **injury** or **damage**, you must call the **us** department immediately
- 5. You must send all legal documents and letters about the claim as soon as possible after you receive them and before any specified deadlines
- 6. You must not admit liability or pay or agree to pay anything or take any action on legal documents or letters

Emergency repairs and preventing more damage

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

General conditions

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

Cover

- 1. We will only give you this cover if you are a member of HM Forces and the Mutual Looking after your property
 - You must try to prevent accident, death or injury, protect your property against loss, theft or damage and keep it in good condition. As soon as you find any danger or damage in your living quarters you must report it and do what you safely can to remove or reduce the danger or damage
 - 3. You can cancel your cover in the first 14 days from
 - when a cover period first starts or
 - when you first receive or can access full details of your cover if this is after the cover period

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

- 4. You can cancel at any other time and if you have not claimed and nothing has happened that could result in a claim and unless you have taken up a Starter cover offer, we will refund any contribution paid for the cover period after the cancellation date. A Starter cover offer does not include any refund in the first year
- 5. We can cancel your cover by sending you 14 days' notice to your address in Your schedule and you will receive a refund of any contribution paid for the cover period after the cancellation date
- 6. We will only cancel your cover if there is a good reason, for example
 - if you do not pay your contribution
 - if you or the Mutual cancel your Mutual membership
 - a change to **your** circumstances or property that means **we** cannot continue to give **you cover**
 - if you do not cooperate with us or do not give us information connected to your cover, we reasonably ask for
- 7. You agree to pay your contribution for the full cover period. If you make a claim and then cancel your cover, or if there is a claim after the cancellation date you will still owe the full contribution. Your claim payment will be reduced by the amount of any unpaid contribution or you must pay the unpaid amount in one single payment
- 8. After 7 days if your contribution is not paid your cover stops. You will be notified of the missed payment by letter, if you then pay the contribution within 14 days of the date of the letter your cover will start again
- 9. We rely on the information you give when you arrange your cover and when we accept you as a Member. You must take reasonable care to give full and accurate answers to any questions asked you when you apply for this cover, make changes to it or renew it. It is important you explain if there are any changes to the information you gave, someone gave for you or the information shown in Your schedule. You will be notified if any changes affect your cover. If you do not notify any changes it may affect any claim you make or could result in your cover not being valid

- 10. You must explain if you
 - stop being a member of **HM Forces**
 - change your email address
 - move to a new permanent address
 - buy something expensive like new **kit**, cameras or jewellery that means the cover limit needs to be increased
 - are declared bankrupt or are subject to insolvency action, including an Individual Voluntary Arrangement
 - are charged with or convicted of any criminal offence apart from a driving offence
- 11. When you arrange, change or renew your cover if you
 - · deliberately give false information or
 - give information you know may not be accurate or complete

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

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

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

Claims

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

Renewal

- 15.Before the end of the **cover period** and **you** will receive an offer to renew **your cover** for another
 - 12 months or tell you that renewal will not be offered
- 16.If you receive an offer to renew **your cover it** will tell **you** the **contribution** and any changes for

the new **cover period**. If **you** pay by direct debit **your cover** will then continue automatically unless say that **you** do not want to renew or pay this way

Third parties

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

Laws

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

General exclusions

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

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

Complaints

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

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

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

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