



# The Military Mutual Military Kit and Personal Belongings Cover

## Cover Wording

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The Military Mutual Ltd (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 0208 142 9260

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

## **Contact numbers**

### **Customer service**

If you need to get in touch, please call The Military Mutual on **0208 1429620** or email **kit@military-mutual.co.uk** Monday to Friday 8:00am to 7:00pm, closed Weekends and Bank Holidays

### **Claims**

If you need to make a claim, please call The Military Mutual 24-hours a day claims team on **01204 860427** or **0121 4110535** (out of hours assistance) or email **tpasolutions@questgates.co.uk**

## **Your cover**

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

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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

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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 cycles
21. service firearms and their ancillaries

## Section 2 - Money and cards

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

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

## Section 2 - exclusions

We do not cover

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

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### 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 – Property Owners Liability

What is covered under Section 4: Property owners liability

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 – Property Owners Liability

- 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

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- 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**.
- v. liability arising from or caused by a deliberate or intentional act by, or omission of, any person entitled to indemnity.

#### Conditions Applying to Section 4 – 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

### Section 5 exclusions

**We** do not cover the following in Section 5

1. any **excess** shown in **Your schedule**
2. 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
3. any holiday accommodation and travel costs **you** can get back from the holiday company, travel company or anywhere else
4. anything caused by or resulting from pregnancy or childbirth

## 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 – 01204 860427 or 0121 4113535 (out of hours assistance)

Email – [tpasolutions@questgates.co.uk](mailto:tpasolutions@questgates.co.uk)

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

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## 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

2. **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** starts

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

- Telephone – 0204 5268678
- Email - [admin@military-mutual.co.uk](mailto:admin@military-mutual.co.uk)
- Write: TMM Service, 54 Fenchurch Street, London EC3M 3JY

We will try to resolve **your** complaint immediately. If this is not possible, we promise to acknowledge **your** complaint within five working days. If we cannot resolve **your** complaint in 3 weeks, we will write and let you know the reasons why and the further action we will take. In the unlikely event that **your** complaint is not resolved within eight weeks or you are not happy with the outcome you can contact the Financial Ombudsman Service (FOS)

- Telephone – 0800 0234567
- Email – [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)