



## **The Military Mutual Limited**

### **Home Protection Wording**

#### **Contact numbers**

##### **Customer service – 0345 305 2654**

Monday to Friday 8:00am to 7:00pm, Saturday 9:00am to 5:00 pm closed Sundays and Bank holidays

Email – [tmm-service@hoodgroup.co.uk](mailto:tmm-service@hoodgroup.co.uk)

##### **Claims – 0800 0882 285**

Monday to Friday 9:00am to 5:30pm, closed weekends and Bank holidays

To report a claim or send a claim form by email – [newclaims.tmm@davies-group.com](mailto:newclaims.tmm@davies-group.com)

The Military Mutual Limited is a company registered in England and Wales with registered number 7147130 and its registered office at 54 Fenchurch Street, London EC3M 3JY

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## Introduction

This document sets out the details of The Military Mutual Home Protection, including conditions, exclusions and contact numbers where **you** can go for help and information. The meaning of words and phrases in bold in this Protection Wording are explained in the Definitions section. If **you** have taken out **our** Home Protection, please read this Home Protection Wording and **Your schedule** as together they explain **your protection** with **us**. If **you** have any questions please call **us** on 0345 305 2654

## Your protection

**Our** Home Protection gives **protection** up to the **protection limits** on **Your schedule** for something that happens in the **protection period** that is included on **Your schedule**. **You** will have to pay the **excess** that applies shown on **Your schedule**

## Group Insurance Policy

As an added benefit of membership, members of the **Mutual** who have bought the **Mutual's** discretionary cover can have protection under a group insurance policy which the **Mutual** has taken out with Builders Direct S.A., a European insurance company (the **Group Insurance Policy**). The Group Insurance Policy also gives **You** access to the Financial Ombudsman Service (FOS) and the Financial Services Compensation Scheme.

The protection **You** can receive under the Group Insurance Policy guarantees that **You** will be paid for a covered loss in the event that **We** do not pay **You** in full under the discretionary cover. This Group Insurance Policy is quite separate from **Your** discretionary cover under the Cover with the **Mutual**. Builders Direct S.A. do not make any charge to **You** for the Group Insurance Policy.

**You** can choose to have the benefit of the Group Insurance Policy for as long as you have cover with the **Mutual** under the Cover, but **You** can tell **Us** to remove you from the Group Insurance Policy at any time. Please refer to the “Opting Out” section below.

**You** can find out more information about the Group Insurance Policy in the Group Insurance Product Policy Document. This is available at: themilitarymutual.com

## Opting out of the Group Insurance Policy

If **You** are insured by Builders Direct S.A. under the Group Insurance Policy **We** have arranged for **Our** members, **You** can ask to be removed from the policy at any time. However, as this important additional protection is provided to the members free of charge, **We** strongly encourage **You** to retain this important benefit of membership of the **Mutual**.

## Definitions

Words shown in bold have the same meaning in this Protection Wording and **Your schedule**  
**accidental damage, accidentally damaged**

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

### buildings

The domestic and **home business** buildings at **your home** and their permanent fixtures and fittings including

- outbuildings, garages, greenhouses and sheds
- fixed flooring and fixed carpets **you** own 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 garden toys
- radio and television aerials, satellite dishes and their masts and fittings
- fixed central heating fuel tanks, septic tanks and cesspits, underground drains, sewers, ducting, cables, pipes and inspection hatches and covers
- landlord’s fixtures and fittings

### 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 confirms **your** membership of The Military Mutual

### contents

Household goods including

- furniture, furnishings, appliances, removable flooring and removable carpets
- garden furniture, tools and equipment
- personal office equipment and, if **you** have Home Standard Plus Protection, office equipment for **your home business**
- television aerials, radio aerials and satellite dishes and their masts and fittings
- if **you** rent **your home**, items **you** have fixed to it or installed, improvements, alterations and decorations **you** have carried out that **you** cannot remove at the end of **your** tenancy
- domestic heating oil and domestic metered water
- personal documents and title deeds

### contribution

The amount that **you** must pay to **us** for this **protection**

### damage, damaged

Direct physical harm that destroys something or reduces its value, usefulness or normal function

### domestic staff

People who work for **you** or **your family** to carry out domestic work in **your home** or garden

### excess, excesses

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

### flood

A large amount of water from lakes, rivers or the sea temporarily overflowing or rising past its usual limits onto normally dry land, or an unusual amount of runoff surface water overflowing its normal limits

#### heave

Swelling of the ground under the **buildings** causing upwards or sideways movement

#### HM Forces

The British Armed Forces, Reservists, the Royal Fleet Auxiliary and **MoD** civil servants

#### holiday

A holiday including any members of **your family** on holiday with you

#### home

The house, bungalow or flat and its **buildings** at the risk address in **Your schedule** where **you, your family** or **your** tenant lives

#### home business

Clerical and office administration work that **you** or **your family** and up to 2 people **you** or **your family** employ carry out in **your home** for a business **you** own or run

#### injury

Bodily injury, disease or illness

#### kit

If **you** are a member or former member of **HM Forces**, **your** service uniform and military equipment issued to **you** or **you** have bought or borrowed, **your** service identity card, military medals and service decorations

#### landslip

The downward movement of sloping ground

#### living quarters

**Your** domestic accommodation and recreation areas the **MoD** or its agents provide

#### MoD

The Ministry of Defence

#### 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, travellers cheques, travel cards, travel tickets, pre-booked entertainment tickets and electronic money cards

#### not lived in

When **you, your family** or someone with **your** permission does not live in **your home** for 30 days in a row under Home Standard Protection and 60 days in a row under Home Standard Plus Protection or when a **student** does not live in **student accommodation** for 120 days in a row

#### personal belongings

Clothes and personal items **you** or **your family** normally wear, carry or use including laptops, e-book readers, tablet computers, games consoles and similar items, Mobile phones, cameras, binoculars, portable televisions, radios and personal audio equipment, Luggage, sports equipment, camping equipment, spectacles and sunglasses

#### protection

The protection **we** provide on a discretionary basis, under the terms of **our** Rules, shown on **Your schedule** and in this Protection Wording, for which **you** pay **your contribution**

#### protection limit, protection limits

The most **we** may pay for a claim shown on **Your schedule**

#### protection period

The length of time **we** provide **protection** shown on **Your 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

#### student

**You** or **your family** living in **student accommodation** as part of full time primary, secondary or further education but whose permanent address is **your home**

#### student accommodation

School boarding houses and dormitories, university and college halls of residence, privately rented or arranged accommodation where the **student** lives during an academic year, including shared kitchens,

bathrooms and living rooms

#### **subsidence**

Downward movement of the ground under the **buildings**

#### **terrorism**

The use or threatened use of force or violence

- 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, international governmental organisation or to frighten the public

#### **unfurnished**

When there is not enough furniture and furnishings in **your home** for **you, your family** or **your** tenant to live in it normally

#### **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, fine art and antiques, musical instruments, furs and collections

#### **we, us, our**

The Military Mutual Limited

#### **you, your, yourself**

The Member(s) named on **Your schedule**

#### **your family**

- **Your** husband, wife, partner and children
- **Your** or **your** husband's, wife's or partner's relatives who live permanently with **you** in **your home**

#### **Your schedule**

The document **you** receive when **you** first arrange **protection**, change it or renew it that shows the **protection limits, protection period** and **excesses**

## **Section 1 – Your property**

### **Part A - Your buildings**

**We** may pay to repair or rebuild **your damaged** or stolen **buildings** including the cost of

- architects', surveyors' and consulting engineers' fees
- clearing the site and making the **buildings** safe
- anything the government or **your** local authority say **you** must do after the **damage** happens to meet any of their new rules and regulations since **your buildings** were originally built and
- the cost of similar alternative accommodation while **your home** cannot be lived in or
- rent **your** tenant does not pay because **your home** cannot be lived in because of **damage** **we** agree to pay for

**We** may also pay the cost

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

and if **you** have Home Standard Plus Protection

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

If **you** sell **your home** and the buyer does not have protection or insurance, **we** will give **protection** to the buyer from when **you** exchange contracts, or accept the offer if **you** are in Scotland, to the time the sale is completed

## Part B – Home contents and personal property

**We** may pay the cost to replace or repair

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

If **you** are a member of **HM Forces**

- **we** may pay to replace or repair **your kit** if it is lost, stolen or **damaged** anywhere in the world you are deployed
- the cost to repair or replace **damaged MoD contents** and **living quarters** **you** are legally responsible for

**We** may also pay for

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

and

- the **protection limit** for theft or **damage** to gifts, food and drink in **your home** for 30 days before and 30 days after a religious festival, wedding, christening, anniversary, birthday, bar mitzvah or birth is increased by the amount shown on **Your schedule**

and if **you** have Home Standard Plus Protection

- the cost to replace trees, shrubs and plants in **your** garden if they are **damaged** by fire, lightning, theft or vandalism, or hit by a vehicle, aircraft, lamppost, telegraph pole or pylon
- money owed to **your home business** that **you** cannot recover because **your home business** records are lost, stolen or **damaged**
- the extra cost to continue **your home business** if **your buildings** or **contents** are stolen or

- **damaged** or the gas, water, electricity or telephone service to **your home** accidentally stops for more than 24 hours and this stops **you** working at **your home** for up to 12 months
- the cost to reinstate **your home business records** or data if they are lost, stolen or **damaged**
- the amount of money shown in **Your schedule** for Fatal injury if **you** die within a year resulting from a fire or burglary at **your home**
- the cost to repair **damaged** permanent improvements a tenant makes to **your home**

## Section 1 exclusions

We do not give protection for the following in Section 1

1. anything that is **accidentally damaged** if **accidental damage** is not shown as included in **Your schedule**
2. **damage** caused by **subsidence, heave or landslip** to fuel tanks, swimming pools, hot tubs, terraces, patios, hard courts, driveways, footpaths, walls, gates, hedges and fences unless a building is **damaged** at the same time and **damage** to solid floors unless the load-bearing walls are **damaged** at the same time
3. **damage** caused by underground streams, rivers, water in the spaces in underground soil and rock or a rise in the water table
4. **damage** caused by falling trees or branches during tree felling, lopping or topping
5. **storm or flood damage** to hard-standing areas, solar panels, swimming pools, marquees, tents, gazebos, pergolas, gates, hedges or fences and any **damage** by rain that is not part of a **storm**
6. **damage** caused by wear, tear or gradual deterioration, dryness or humidity, freezing, being exposed to light or extreme temperatures unless caused by a fire or **storm**, unsuitable or defective materials, rust, the weight of the **buildings** compressing the ground under them, warping or shrinkage, rot, fungus, mould, infestation, pollution, contamination or anything that happens gradually including smoke and rising damp
7. **damage** resulting from cleaning, repair, renovation, restoration, rebuilding, demolition or any similar processes
8. **damage** by moths, insects, rats, mice, squirrels, rodents, other vermin or birds and **damage** by chewing, scratching, tearing, denting, vomiting or fouling by animals
9. misuse, faulty workmanship, design or materials, mechanical or electrical faults or breakdown
10. **damage** caused by water from pipes, water tanks and swimming pools while **your home** is empty from 1<sup>st</sup> October to 30<sup>th</sup> April for more than 5 days in a row. Unless the heating in **your home** is kept at 10 degrees centigrade or **you** shut off and drain fixed water tanks, apparatus and pipes
11. **damage** caused by a police raid
12. any amount the value of **your home** reduces by
13. lost, stolen or **damaged buildings, contents, personal belongings or valuables** while **your home** is **unfurnished or not lived in** except **damage** by fire, lightning, earthquake, explosion and aircraft
14. sports equipment and clothing while it is being used
15. lost or stolen lottery tickets or raffle tickets
16. scratches to spectacles, contact lenses and sunglasses or if they are lost or **damaged** while swimming or bathing
17. mobile phone and smartphone airtime
18. unattended **personal belongings, valuables, money and cards** unless they are inside a building, **your living quarters** or a vehicle
19. theft or **damage** by theft or attempted theft from
  - a **building**, nursing home, care home, hotel room or **student accommodation** unless the property or hotel room is locked and there is evidence of a break in
  - a vehicle except **MoD** vehicles, caravan, or boat unless the vehicle, caravan or boat is locked, the items are out of sight and there is evidence of a break in
  - baggage and theft of the baggage itself when it is not carried by hand or not under **your or your family's** personal supervision
20. theft from **student accommodation** if the student is not there for more than 36 hours in a row
21. china, glass, porcelain and earthenware or similar fragile items when **you** are moving unless packed by professional removers
22. the cost of maintenance or routine decoration
23. **personal belongings, valuables** and pedal cycles with a replacement value of more than the limit shown on **Your schedule**

24. theft or **damage** from attempted theft of an unattended pedal cycle and any of its parts unless it is
  - in a locked building and there is evidence of a break in
  - locked to something that cannot move and any removable parts are locked to the pedal cycle or something that cannot move
25. **damage** to tyres and accessories unless the pedal cycle is **damaged** at the same time and **we** agree to pay for the **damage** to the pedal cycle and **damage** that happens when the pedal cycle is used for racing, pace making, competition, exhibition or trials or for or connected in any way to a **business**
26. motorised pedal cycles except electric bicycles that have a motor that does not propel the bike when it is travelling at more than 15.5 mph
27. any extra cost to continue **your** or **your family's home business** caused by or resulting from **terrorism**
28. the cost of fixing any defect or alleged defect in **your home** or its land or a property **you** used to own
29. property belonging to **domestic employees** and tenants
30. goods **you** or **your family** paid for but have not received
31. service firearms and their ancillaries
32. **money** owned by or connected to any **business** including **your home business** if **you** do not have Home Standard Plus protection
33. any **money** lost because **you** do not keep to a **card** supplier's rules or **you** can get back under the terms of any **card** agreement
34. unauthorised use of a **card** by anyone who is related to **you** and any **money** lost after **you** have notified the **card** supplier that the **card** is lost or stolen
35. any **money** lost as a result of accounting errors or omissions

## Section 2 – Your legal liabilities

**We** may pay the compensation and costs **you** or **your family** are legally liable to pay and the costs and expenses to defend **you** or **your family** in Court if during the **protection period** someone is accidentally injured, accidentally killed or someone's property is **accidentally damaged**

if **your protection** includes Section 1 Part A Buildings, **your** legal liability resulting from

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

**We** may also pay if **you** have Home Standard Plus Protection

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

## Section 2 exclusions

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

1. a Court outside the **UK**
2. death of or **injury** to **you** or **your family**
3. **injury** to or death of employees of **your home business** or any other **business**
4. property **you**, **your family** or employees own, use or are responsible for except **buildings** when



- you** are the tenant
5. any land or building **you** or **your family** own, live in or use that is not at the risk address shown in **Your schedule**
  6. a **business** except **your home business**
  7. any fines, penalties, compensation and costs a criminal Court orders **you** to pay
  8. aircraft, and watercraft except sailboards, paddleboards, surfboards and similar craft
  9. an animal of a dangerous species or a specifically controlled dog under the Animals Act 1971, the Dangerous Dogs Act 1991 or similar legislation or any animal that is not normally a domestic animal in the United Kingdom **you** own, use or are responsible for
  10. pollution or contamination of air, water or soil unless caused by a sudden, unexpected, accidental and identifiable event
  11. any infectious disease, virus, syndrome or illness
  12. legal liability under any agreement if the legal liability would not exist if the agreement was not in place
  13. fines or penalties and compensation awarded to punish or make an example of **you** or **your family**
  14. compensation and costs awarded to **you** or **your family** for something that happened resulting from or connected to **your home business** or any other **business**
  15. compensation and costs awarded to **you** or **your family** that **we** do not give **protection** for in this Section if **you** or they had caused the **injury** or **damage**
  16. compensation and costs awarded to **you** or **your family** that **you** or they are appealing
  17. compensation and costs from proceedings that started before the first **protection period** where **you**, **your family** or **your** or their legal representative knew or should have known that the compensation and costs would not be paid
  18. any award of compensation or costs resulting from a property **you** or **your family** used to own that is made more than 7 years after the **protection period** ends
  19. a property **you** or **your family** used to own that is outside the **UK**
  20. the Party Wall etc Act 1996
  21. hunting or racing of any kind unless on foot

## Section 3 – Personal Accident for HM Forces personnel

**You** only have **protection** under this Section if **you** are a serving member of The British Armed Forces, The British Armed Forces Reservists or the Royal Fleet Auxiliary

**We** may pay if **you** are injured by a violent or accidental, external and visible cause unconnected to any other cause and

- **you** have burns to more than 25% of **your** body
- **you** break an arm or leg

or within 12 months the accident results in

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

or **you** are permanently

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

or after 12 months **you** are

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

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

- an amount for each day **you** are in hospital up to 365 days

## Section 3 exclusions

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

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

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

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

## Section 4 – Holiday Cancellation for HM Forces personnel

**You** only have **protection** under this Section if **you** are a serving member of The British Armed Forces, The British Armed Forces Reservists or the Royal Fleet Auxiliary

**We** may pay **your holiday** accommodation and travel costs **you** cannot get back 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, step parents, brothers, sisters, grandparents or grandchildren die or are seriously ill or injured
- **you** have to return **home** after a fire, **storm**, **flood** or burglary that **we** agree to pay for under Section 1
- **you** and **your** husband, wife, partner or children 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 4 exclusions

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

1. anyone going on the **holiday** not wanting to travel
2. any illness, injury, medical condition or symptoms anyone going on the **holiday** knew about when the **holiday** was booked unless **you** tell **us** and **we** agree in writing to give **protection**
3. 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**
4. any accommodation and travel costs **you** can get back from the holiday company, travel company or anywhere else
5. anything caused by or resulting from pregnancy or childbirth
6. failure to get a passport or visa

7. civil unrest, strikes, blockades, or action by any country's government or the threat of a similar event
8. failure of **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 Protection Wording first to see if the **damage**, theft, loss, **injury** or death is included and if any **excess** applies

### Contact us

Telephone – 0800 0882 285 9.00 am to 5.00 pm Monday to Friday closed weekends and Bank Holidays.

**Our** claims handlers are available to talk **you** through the claim process

Email to – [newclaims.tmm@davies-group.com](mailto:newclaims.tmm@davies-group.com)

When **you** contact **us** it is helpful if **you** give **us your** Membership number shown on **Your schedule** and **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 - 2 April 2018
- 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 could be needed for **your** claim

### Document the damage

If possible take photographs. Keep any **damaged** property as **we** may send a loss adjuster to inspect the **damage**

### Speak to us first

Do not replace or permanently repair any lost or **damaged** property before speaking to **us**

## 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

### 1. Reporting

Please make sure that that **you** tell **us** about the theft, loss, **damage**, **injury** or death as soon as **you** can. For any theft, loss or **damage** as a result of riot or civil commotion **you** must tell **us** about it within 7 days of it happening

### 2. Theft

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

### 3. Claims made against you or your family

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

### 4. Emergency repairs and preventing more damage

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**

## How we handle your claim

### Lost stolen and damaged items

After speaking to **you** or receiving **your** claim by email **we** may decide to

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

### If you are injured

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

### If someone is holding you or your family responsible for damage, injury or death

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

## General conditions

If **you** and **your family** do not keep to these conditions or anything else in this Protection Wording that **you** must do or must not do, or **you** do not tell **us** about a change in **your** circumstances or a change to the information **you** gave **us**, **your protection** may not be valid. Or **we** may not pay all or part of **your** claim, cancel **your protection**, change the terms of **your protection**, change or add an **excess** or change **your contribution**

### Looking after your and your family property

1. **You** and **your family** must try to prevent accident, death or **injury**, protect **your** and their property against loss, theft or **damage** and keep it in good condition

### Cancellation

2. **You** can cancel **your protection** within 14 days from the date **you** receive **your** first **Your schedule** or within 14 days of the start of any **protection period**. If **you** have not claimed **we** will give **you** a refund of **your contribution** paid for that **protection period**
3. **You** can cancel at any other time and if **you** have not claimed **we** will refund any **contribution** paid for the **protection period** after the cancellation date
4. **We** can cancel **your protection** by sending **you** 14 days' notice to **your** address in **Your schedule** and **we** will refund any **contribution** paid for the **protection period** after the cancellation date  
**We** will only do this if **we** have a good reason, for example
  - if **you** do not pay **your contribution**
  - a change to **your** or **your family's** circumstances or property that means **we** cannot continue to give **you protection**
  - if **you** or **your family** do not cooperate with **us** or do not give **us** information **we** reasonably

ask for

### Contribution

5. **You** agree to pay **your contribution** to **us** for the full **protection period**. If **you** make a claim and then cancel **your protection**, or if there is claim after **you** cancel, **you** will still owe the full **contribution**. **We** will take any unpaid **contribution** from **your** claim payment or **you** must pay the unpaid amount in one single payment
6. After 7 days from when **you** should pay **your contribution** it is not paid **your protection** stops. **We** will write and ask **you** to pay and if **you** then pay the **contribution** within 14 days of the date of the letter **we** will start **your protection** again

### Information

7. **We** rely on the information **you** give **us** to give **you protection** and accept **you** as a Member. **You** must take reasonable care to give full and accurate answers to questions **we** ask **you** when **you** apply for this **protection**, make changes to it or renew it. If there are any changes to the information **you** gave **us** or the information in **Your schedule** **you** must tell **us** as soon as possible. When **you** tell **us** **we** will tell **you** if this affects **your protection**. If **you** do not tell **us** about a change it can affect any claim **you** make or can result in **your protection** not being valid
8. When **you** arrange, change or renew **your protection** if **you**
  - deliberately give **us** false information or
  - give **us** information **you** know may not be accurate or complete**we** can treat this **protection** as if it never existed, refuse to consider all claims, recover claims already paid and **we** will not refund any **contribution**
9. If **you** are careless when **you** give **us** information to arrange, change or renew **your** protection and had **we** known **we** would not have given **you protection** or given **you** **protection** on different terms, **we** can
  - change the terms of **your protection** or any **excess**
  - if **we** would have charged **you** a higher **contribution** reduce the amount **we** pay for a claim
  - cancel **your protection** and refund all or part of **your contribution**
10. **You** must tell **us** if **your home** is **not lived in, unfurnished** or let, and if it is **we** may change the terms of **your protection**
11. **You** must tell **us** at any time if **you**
  - change **your** email address
  - move to a new permanent address
  - or **your family** buy something expensive like new **kit**, cameras or jewellery that means the **protection limit** needs to be increased
  - are declared bankrupt or are subject to insolvency action, including an Individual Voluntary Arrangement
  - are convicted of any criminal offence apart from a driving offence

### Claims

12. If **you**, or someone for **you**, knowingly make a false or exaggerated claim **we** can refuse the claim, recover any money paid for that claim, end this **protection** from the date the false or exaggerated claim was made and not refund any **contribution**
13. If **your** 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

### Membership

14. If this is the only protection, product or service **you** have with **us** and **you** or **we** cancel it or **you** do not renew it **your** membership of The Military Mutual will end

### Renewal

15. **We** will contact **you** before the end of the **protection period** and offer to renew **your protection** for another 12 months or tell **you** that **we** cannot offer renewal  
**We** may increase **your contribution**, change an **excess** or add exclusions or conditions. If **we** offer to renew **your protection** **we** will tell **you** the **contribution** and any changes for the new **protection period**
16. If **you** pay by direct debit **your protection** will then continue automatically unless **you** tell **us** that **you** do not want to renew or pay this way

### Valuables and jewellery

17. If **you** or **your family** have any items of **personal belongings** or **valuables** worth more than £3,000 under Home Standard Protection and £5,000 under Home Standard Plus Protection **you** must tell **us** about them if **you** want them included in this **protection**
18. If **your protection** includes **valuables** every 5 years
  - any **valuable** worth more than £5000 must be professionally valued
  - a jeweller must check and maintain the stone settings and clasps of jewellery and watches valued at more than £5,000

### Building work

19. If **you** are going to extend, renovate, rebuild or demolish any part of **your home** and the estimated cost is more than £30,000 **you** must tell **us** about it before work starts. **We** may then change the terms of **your protection**. If **you** do not tell **us**, **we** may not help **you** with claims under any Sections of **your protection** for anything caused by or resulting from the work

### Only one payment

20. If more than one person is named in **Your schedule of protection** **we** will not pay more than **we** would pay to one person

### Roofs

21. A qualified thatcher must inspect and certify thatched roofs in the first 60 days of **protection** and then every 5 years. **You** must follow any recommendations made by the thatcher and carry out any work needed following the inspection. **You** must keep the inspection report and certificate and give **us** copies if **we** ask
22. A competent roofing contractor must inspect any flat part of the roof of **your property** at least once every 5 years. **You** must follow any recommendations made by the contractor and carry out any work needed following the inspection. **You** must keep the inspection report and give **us** a copy if **we** ask

### Third parties

23. No person or entity has any rights under or connected with this **protection** 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
24. **You** cannot transfer this **protection** to any other person or entity unless **we** agree in writing. **You** will not give any other person or entity any right or right to sue **us** under or connected with this **protection** unless **we** agree. If **we** agree to make a payment under this **protection** after transferring it **we** will deduct from the payment any money **you** owe or may owe **us**

### Trading sanctions restrictions

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

### Laws

28. **You** and **we** can choose the law that applies to this **protection**. Unless **you** and **we** agree to use a different law, the law of the part of the **UK** **you** live in will apply
29. **You** and **we** agree that any legal proceedings between **you** and **us** about this **protection** will take place in the Courts of the part of the **UK** **you** live in

## General exclusions

**We** do not give protection for the following

1. anything **you** or **your family** do not own or are not legally responsible for
2. anything that happened, existed or showed any signs before the first **protection period** started
3. anything that results from or is connected to something that happened, existed or showed any signs before the first **protection period** started
4. anything **you** or **your family** knew about or should reasonably have known could result in a claim before the first **protection period** started
5. theft or **damage** for anything except fire, lightning, earthquake, explosion and aircraft if **your home** is **unfurnished** or **not lived in** unless **we** agree in writing to continue **protection**
6. anything resulting from something **you** or **your family** or anyone else living or working in **your home** do

- deliberately or illegally or someone does deliberately or illegally for **you** or them
7. all manual work or the use of any business machinery except office equipment
  8. anything caused by or resulting from biological or chemical contamination
  9. anything caused by or resulting from
    - ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel
    - the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it
  10. anything caused by or resulting from an act of **terrorism** or alleged act of **terrorism** including failure of gas, water, electricity or telephone supply to **your home** caused by or resulting from **terrorism**
  11. pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds
  12. **damage** to any property including computers and lost or corrupted data caused by or resulting from computer hacking, any form of virus or an electronic attack or **you** or **your family's** legal liability from passing on a computer virus
  13. **damage** to any computer related equipment resulting from its failure to recognise, interpret or process correctly any date as its true calendar date or to continue to work correctly after that date
  14. anything caused by or resulting from nuclear reaction, nuclear radiation or radioactive contamination
  15. anything caused by or resulting from war, invasion, act of foreign enemies, hostilities whether war is declared or not, civil war, rebellion, revolution, insurrection, military or usurped power
  16. riot, civil commotion, workers on strike, workers locked out and employees of a **business** stopping work to protest in Northern Ireland
  17. anything caused by or resulting from **your** or **your family's** property being confiscated, taken, **damaged** or destroyed by or under the order of any government or public or local authority
  18. anything caused by or resulting from a motor vehicle used on a public roads or where any Road Traffic Act or similar law applies and any mechanically-propelled vehicle except domestic garden equipment and wheelchairs
  19. the cost of preparing a claim
  20. anything **you** or **your family** can claim for elsewhere

## Complaints

**We** hope that **you** will be pleased with the **protection** and service **we** provide but if **you** are not completely happy with any part of the **protection** or service **you** can choose to tell **us** by

- calling: 0800 0882 284
- emailing: [tmmservice@hoodgroup.co.uk](mailto:tmmservice@hoodgroup.co.uk)
- writing to: TMM Service, 1<sup>st</sup> Floor, Maitland House, Warrior Square, Southend on Sea Essex SS1 2JY

**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)

**You** can

- write to The Financial Ombudsman Service, Exchange Tower, London E14 9SR
- call 0800 023 4 567 or 0300 123 9 123
- email [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Please note that if the FOS can deal with **your** complaint **you** will need to refer **your** complaint to them within six months of receiving the final response

This Complaints process does not affect **your** right of legal action against **us**

## Contact numbers and Helplines for Sections 5 and 6

### Family legal protection – Section 5 – [0117 934 0104](tel:01179340104)

DAS Legal Expenses Insurance Company Limited provides your Family legal protection. DAS Law Limited or a law firm appointed by DAS provide the legal service. If you want to contact the DAS legal team please phone them. They will ask you about your legal issue and if necessary, call you back to give you legal advice. If DAS cannot deal with your issue with legal advice, they will give you a claim reference number. At this point DAS will not be able to tell you if you are covered but they will pass your information to their claims-handling team who will explain what to do next.

### Important

Please do not ask for help from a lawyer or anyone else before DAS agree that you should do so. If you do, DAS will not pay the costs involved, even if they accept the claim.

### Home emergency – Section 6 – [0800 032 9740](tel:08000329740)

DAS Legal Expenses Insurance Company Limited provides **your** Home emergency cover. The DAS phone lines are open 24 hours a day, 365 days a year.

When **you** call to claim **you** will need to give DAS **your** Military Mutual Membership number and the details of the problem.

If DAS accept **your** claim they will arrange for one of their approved contractors to help you as quickly as possible. They will tell **you** what to do next.

It is important that **you** contact DAS as soon as possible after **your** home emergency and within 48 hours of when **you** noticed the problem. Do not arrange for a contractor **yourself** as DAS will not pay for this

### When DAS cannot help

In a situation that could result in serious risk to **you** or substantial damage to **your home**, **you** should immediately contact the emergency services (fire, police or ambulance). If **you** think there is a gas leak, **you** should contact the National Gas Emergency Service on 0800 111 999. If there is an emergency relating to a service such as water or electricity, **you** should also contact any company responsible for supplying the service.

Please note circumstances beyond their reasonable control such as remote locations, bad weather or availability of parts may affect DAS' usual service standards.

DAS will not be able to help if conditions make repairs dangerous, for example they cannot carry out roof repairs in high winds or repair damp electrics.

## DAS Helplines

**You** can contact the DAS UK-based call centre 24 hours a day, seven days a week. Depending on **your** questions DAS may arrange to call you back. When phoning please tell DAS **your** Military Mutual Membership number. To help check and improve their service standards DAS record all calls.

### Legal advice service [0330 100 7902](tel:03301007902)

Confidential advice over the telephone on any personal legal issue under the laws of any European Union country, the Isle of Man, Channel Islands, Switzerland and Norway.

### Tax advice service [0344 893 9011](tel:03448939011)

Confidential advice over the phone on personal tax matters in the UK.

### Health and Medical Information Service [0344 893 9011](tel:03448939011)

For information over the phone on general health issues, advice on a wide variety of medical conditions and the health services available in your area including local NHS dentists.



### **Identity Theft Service 0344 848 7071**

Help and advice over the phone about being or becoming a victim of identity theft if you live in the UK or Channel Islands.

### **Counselling Service 0344 893 9012**

Confidential counselling service over the phone. This can include referral to voluntary or professional services. You will have to pay any costs for using the services DAS refer you to.

### **Online law guide [www.dashouseholdlaw.co.uk](http://www.dashouseholdlaw.co.uk)**

Legal advice, document writing and help with legal issues. You can buy legal documents from the site including consumer complaint letters and wills.

## **Section 5 – Family legal protection**

This section is only included if **you** ask for it and it is shown on **your schedule**.

The Military Mutual has arranged with DAS Legal Expenses Insurance Company Limited to provide the insurance under this Section for its Members. DAS will always try to give **you** a quality service, but if **you** think they have let **you** down, DAS have a customer Complaint Handling procedure.

The following words have these meanings wherever they appear in this Section in bold

### **appointed representative**

The **preferred law firm**, law firm, accountant or other suitably qualified person **we** will appoint to act on your behalf

### **costs and expenses**

- All costs chargeable by the **appointed representative** and agreed by us in accordance with the **DAS standard terms of appointment**
- The costs incurred by opponents in civil cases if **you** have been ordered to pay them, or **you** pay them with **our** agreement

### **countries covered**

- For insured incidents Contract disputes: The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey. For Insured incident Personal Injury: Worldwide.
- For all other insured incidents: The United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.

### **DAS standard terms of appointment**

The terms and conditions (including the amount **we** will pay to an **appointed representative**) that apply to the relevant type of claim, which could include a conditional fee agreement (no win no fee)

### **date of occurrence**

- For civil cases, the date of the event that leads to a claim if there is more than one event arising at different times from the same originating cause, the **date of occurrence** is the date of the first of these events. (This is the date the event happened which may be before the date **you** first became aware of it)
- For criminal cases, the date **you** began, or are alleged to have begun to break the law
- For insured incident Tax cover, the date when HM Revenue & Customs first notifies **you** in writing of its intention to make an enquiry

### **identity theft**

The theft or unauthorised use of **your** personal identification that results in the unlawful use of your identity.

### period of cover

The period we give cover shown in **Your schedule**

### preferred law firm

A law firm or barristers' chambers **we** choose to provide legal services. These legal specialists are chosen as they have the proven expertise to deal with **your** claim and must comply with **our** agreed service standard levels, which **we** audit regularly. They are appointed according to the **DAS standard terms of appointment**

### reasonable prospects

For civil cases, the prospects that you will recover losses or damages (or obtain any other legal remedy that **we** have agreed to including an enforcement of judgment), make a successful defence or make a successful appeal or defence of an appeal, must be at least 51%. **We** or a **preferred law firm** on **our** behalf will assess whether there are reasonable prospects

### we, us, our, DAS

DAS Legal Expenses Insurance Company Limited

### you, your

The person who has taken out the cover under this Section (the insured) and any member of their family who always lives with them. This includes students temporarily living away from home and unmarried partners. Anyone claiming under this Section must have the insured's agreement to claim

### Your schedule

The document The Military Mutual sends **you** when **you** first arrange this cover or renew it that shows the cover limits and excesses under this Section

## Our agreement

**We** agree to provide the cover described in this Section, in return for payment of the premium and subject to the terms, conditions, exclusions and limitations set out in this Section, provided that:

1. **reasonable prospects** exist for the duration of the claim
2. the **date of occurrence** of the insured incident is during the **period of cover**
3. any legal proceedings will be dealt with by a Court, or other body which **we** agree to, within the **countries covered**, and
4. the insured incident happens within the **countries covered**

### What we will pay

We will pay an **appointed representative**, on **your** behalf, **costs and expenses** incurred following an insured incident, provided that

- a) the most **we** will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is **£50,000**
- b) the most **we** will pay an **appointed representative** is the amount **we** would pay a **preferred law firm**. The amount **we** will pay an **appointed representative**, which may vary from time to time, is currently £100 per hour
- c) in respect of an appeal or the defence of an appeal, **you** must tell **us** within the time limits allowed that **you** want to appeal. Before **we** pay the **costs and expenses** for appeals, **we** must agree that **reasonable prospects** exist
- d) for an enforcement of judgment to recover money and interest due to **you** after a successful claim under this Section, **we** must agree that **reasonable prospects** exist, and
- e) where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages, the most **we** will pay in **costs and expenses** is the value of the likely award

### What we will not pay

- a) in the event of a claim, if **you** decide not to use the services of a **preferred law firm**, **you** will be responsible for any costs that fall outside the **DAS standard terms of appointment** and these will not be paid by **us**
- b) The first **£250** of any claim for legal nuisance or trespass which **you** must pay as soon as **we** accept the claim

## Insured incidents

### Employment disputes

#### What is covered

A dispute relating to **your** contract of employment

#### What is not covered

- Employer's disciplinary hearings or internal grievance procedures
- Any claim relating solely to personal injury
- A settlement agreement while **you** are still employed

### Contract disputes

#### What is covered

A dispute arising from an agreement or an alleged agreement which **you** have entered into in a personal capacity for

- buying or hiring in goods or services
- selling goods

#### Please note that

You must have entered into the agreement or alleged agreement during the cover period and the amount in dispute must be more than £100 (including VAT)

#### What is not covered

Construction work on any land, or designing, converting or extending any building where the contract value exceeds £5,000 (including VAT)

- The settlement payable under any cover (**we** will cover a dispute if **your** insurer refuses **your** claim but not for a dispute over the amount of the claim)
- A settlement which **you** may be entitled to receive under a cover with The Military Mutual Limited
- A dispute arising from any loan, mortgage, pension, investment or borrowing
- A dispute over the sale, purchase, terms of a lease, licence, or tenancy of land or buildings. However, **we** will cover a dispute with a professional advisor in connection with these matters
- A motor vehicle owned by or hired or leased by **you**

### Personal injury

#### What is covered

A specific or sudden accident that causes your death or bodily injury to you

#### What is not covered

- Illness or bodily injury that happens gradually
- Psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused physical bodily injury to **you**
- Defending **your** legal rights, but **we** will cover defending a counter claim
- Clinical negligence

### Clinical negligence

### What is covered

An identified negligent act of surgery or identified negligent clinical or medical procedure, which causes death or bodily injury to **you**

### What is not covered

- The failure or alleged failure to correctly diagnose **your** condition
- Psychological injury or mental illness that is not associated with **you** having suffered physical bodily injury

### Property cover

#### What is covered

A civil dispute relating to **your** principal home or personal possessions that **you** own or are responsible for following

- An event which causes physical damage to such property but the amount in dispute must be more than £100
- A legal nuisance (meaning any unlawful interference with **your** use or enjoyment of **your** land, or some right over, or in connection with it) but the amount in dispute must be more than £250
- A trespass, but the amount in dispute must be for more than £250

Please note that **you** must have established the legal ownership or right to the land that is the subject of the dispute

#### What is not covered

- A contract **you** have entered into
- Any building or land except **your** main home
- Someone legally taking **your** property from **you**, whether **you** are offered money or not, or restrictions or controls placed on **your** property by any government or public or local authority
- Work done by, or on behalf of any government or public or local authority unless the claim is for accidental physical damage
- Mining subsidence
- Adverse possession (meaning the occupation of any building or land either by someone trying to take possession from **you** or of which **you** are trying to take possession)
- The enforcement of a covenant by or against **you**
- Defending a claim relating to an event that causes physical damage to property, but **we** will cover defending a counter claim
- The first **£250** of any claim for legal nuisance or trespass. This is payable by **you** as soon as **we** accept the claim

### Tax protection

#### What is covered

A comprehensive examination by HM Revenue & Customs that considers all areas of **your** self-assessment tax return, but not enquiries limited to one or more specific areas

#### What is not covered

- any claim if **you** are self-employed, or a sole trader, or in a business partnership
- an investigation or enquiries by HM Revenue & Customs Specialist Investigations or the HM Revenue & Customs Protection Office

### Jury service & court attendance

#### What is covered

**Your** absence from work:

- to attend any court or tribunal at the request of the **appointed representative**
- to perform jury service
- to carry out activities specified in **your identity theft** action plan under insured incident Identity theft cover

The maximum **we** will pay is **your** net salary or wages for the time **you** are absent from work less any amount the court gives **you**

#### What is not covered

- Any claim if **you** are unable to prove **your** loss

#### Legal defence

##### What is covered

**Costs and expenses** to defend **your** legal rights if an event arising from **your** work as an employee leads to:

- **you** being prosecuted in a Court of criminal jurisdiction
- civil action being taken against **you** under
- discrimination legislation or
- section 13 of the Data Protection Act 1998

##### What is not covered

- Any claim relating to **you** driving a motor vehicle

#### Identity theft protection

##### What is covered

- Following a call to the Identity Theft helpline service **we** will assign a personal caseworker who will provide phone advice and a personal action plan to help regain **your** identity
- If **you** become a victim of **identity theft** **we** will pay the costs **you** incur for phone calls, faxes or 20 postage to communicate with the police, credit agencies, financial service providers, other creditors or debt collection agencies. **We** will also pay the cost of replacement documents to help restore **your** identity and credit status
- Following **your identity theft** **we** will pay
- legal costs to reinstate **your** identity including costs for the signing of statutory declarations or similar documents
- legal costs to defend **your** legal rights in a dispute with debt collectors or any party taking legal action against **you** arising from or relating to **identity theft**
- loan rejection fees and any re-application administration fee for a loan when **your** original application has been rejected

Please note that

- a) **you** must notify **your** bank or building society as soon as possible
- b) **you** must tell us if **you** have previously suffered **identity theft**, and
- c) **you** must take all reasonable action to prevent continued unauthorised use of **your** identity

##### What is not covered

- Fraud committed by anyone entitled to make a claim under **your** cover with The Military Mutual Limited
- Losses arising from **your** business activities

## Exclusions applicable to Section 5

We will not pay for the following

### 1. Late reported claims

A claim where **you** have failed to notify **us** of the insured incident within a reasonable time of it happening and where this failure adversely affects the **reasonable prospects** of a claim or **we** consider **our** position has been prejudiced

### 2. Costs we have not agreed

**Costs and expenses** incurred before our written acceptance of a claim

### 3. Court awards and fines

Fines, penalties, compensation or damages that a Court or other authority orders **you** to pay

### 4. Legal action we have not agreed

Any legal action **you** take that **we** or the **appointed representative** have not agreed to, or where **you** do anything that hinders **us** or the **appointed representative**

### 5. Defamation

Any claim relating to written or verbal remarks that damage **your** reputation

### 6. A dispute with DAS

A dispute with **us** not otherwise dealt with under Condition 8 of Section 5

### 7. Judicial review

**Costs and expenses** arising from or relating to judicial review, coroner's inquest or fatal accident inquiry

### 8. Nuclear, war, terrorism risks and pressure waves

A claim caused by, contributed to, 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
- war, invasion, foreign enemy hostilities, if war is declared or not, civil war, rebellion, revolution, military force or coup, or any other act of **terrorism** or alleged act of **terrorism** as defined in the Terrorism Act 2000
- pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds

### 9. Litigant in person

Any claim where a law firm, barrister or tax expert does not represent **you**

## Conditions applicable to Section 5

### 1. Your legal representation

- a) On receiving a claim, if legal representation is necessary, **we** will appoint a **preferred law firm** or in-house lawyer as **your appointed representative** to deal with **your** claim. They will try to settle **your** claim by negotiation without having to go to Court
- b) If the appointed **preferred law firm** or **our** in-house lawyer cannot negotiate settlement of **your** claim and it is necessary to go to Court and legal proceedings are issued or there is a conflict of interest, then you may choose a law firm to act as the **appointed representative**
- c) If **you** choose a law firm as **your appointed representative** who is not a **preferred law firm**, we will give **your** choice of law firm the opportunity to act on the same terms as a **preferred law firm**. However if they refuse to act on this basis, the most **we** will pay is the amount **we** would have paid if they had agreed to the **DAS standard terms of appointment**. The amount **we** will pay an **appointed representative**, which may vary from time to time, is currently £100 per hour
- d) The **appointed representative** must co-operate with **us** at all times and must keep **us** up to date with the progress of the claim

### 2. Your responsibilities

- a) **You** must co-operate fully with **us** and the **appointed representative**
- b) **You** must give the **appointed representative** any instructions that **we** ask **you** to

### 3. Offers to settle a claim

- a) **You** must tell **us** if anyone offers to settle a claim. **You** must not negotiate or agree to a settlement without **our** written consent

- b) If **you** do not accept a reasonable offer to settle a claim, **we** may refuse to pay further **costs and expenses**
- c) **We** may decide to pay **you** the reasonable value of **your** claim, instead of starting or continuing legal action. In these circumstances **you** must allow **us** to take over and pursue or settle any claim in **your** name. **You** must also allow **us** to pursue at **our** own expense and for **our** own benefit, any claim for compensation against any other person and **you** must give **us** all the information and help **we** need to do so
- d) Where a settlement is made on a without-costs basis **we** will decide what proportion of that settlement will be regarded as **costs and expenses** and payable to **us**

#### 4. Assessing and recovering costs

- a) **You** must instruct the **appointed representative** to have costs and expenses taxed, assessed or audited if **we** ask for this
- b) **You** must take every step to recover **costs and expenses** and Court attendance and jury service expenses that **we** have to pay and must pay **us** any amounts that are recovered

#### 5. Cancelling an appointed representative's appointment

If the **appointed representative** refuses to continue acting for **you** with good reason, or if **you** dismiss the **appointed representative** without good reason, the cover **we** provide will end immediately, unless **we** agree to appoint another **appointed representative**

#### 6. Withdrawing cover

If **you** settle or withdraw a claim without **our** agreement, or do not give suitable instructions to the **appointed representative**, **we** can withdraw cover and will be entitled to reclaim from **you** any **costs and expenses we** have paid

#### 7. Expert opinion

**We** may require **you** to get, at **your** own expense, an opinion from an expert that **we** consider appropriate, on the merits of the claim or proceedings, or on a legal principle. The expert must be approved in advance by **us** and the cost agreed in writing between **you** and **us**. Subject to this, **we** will pay the cost of getting the opinion if the expert's opinion indicates that it is more likely than not that **you** will recover damages (or obtain any other legal remedy that we have agreed to) or make a successful defence

#### 8. Arbitration

If there is a disagreement between **you** and **us** about the handling of a claim and it is not resolved through **our** internal complaints procedure, **you** can contact the Financial Ombudsman Service for help. Alternatively, there is a separate arbitration process. The arbitrator will be a barrister chosen jointly by **you** and **us**. If there is a disagreement over the choice of arbitrator, **we** will ask the Chartered Institute of Arbitrators to decide

#### 9. Keeping to the cover terms

**You** must

- keep to the terms and conditions of this Section
- take reasonable steps to avoid and prevent claims
- take reasonable steps to avoid incurring unnecessary costs
- send everything **we** ask for, in writing, and
- report to **us** full and factual details of any claim as soon as possible and give **us** any information **we** need

#### 10. Fraudulent claims

**We** will, at **our** discretion, cancel this Section from the date of the fraud or from the date of claim, or alleged claim, or **we** will not pay the claim if

- a claim **you** have made to obtain benefit under this Section is fraudulent or intentionally exaggerated, or
- a false declaration or statement is made in support of a claim.

### 11. Claims under this Section by a third party

Apart from **us**, **you** are the only person who may enforce all or any part of the cover under this Section and the rights and interests arising from or connected with it. This means that the Contracts (Rights of Third Parties) Act 1999 does not apply to this Section in relation to any third-party rights or interest

### 12. Other covers

If any claim covered under this Section is also covered by another cover, or would have been covered if this Section of cover did not exist, **we** will only pay **our** share of the claim even if the claim is refused under the other cover

### 13. Law that applies

This Section is governed by the law that applies in the part of the United Kingdom, Channel Islands or Isle of Man where **you** normally live. Otherwise, the law of England and Wales applies. All Acts of Parliament mentioned in this Section include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as appropriate.

## Section 6 – Home emergency

This Section is only included if you have Section 1 Part A Buildings and it is shown as included on **Your schedule**. The Military Mutual has arranged with DAS Legal Expenses Insurance Company Limited to provide the cover under this Section for its Members. DAS will always try to give **you** a quality service, but if **you** think they have let **you** down, DAS have a customer Complaint Handling procedure.

**We** agree to provide the cover in this Section, subject to its terms, conditions and exclusions, as long as the Insured incident happens during the **cover period**.

**We** will pay up to £1,000 (including VAT) for the call-out charge, labour costs, parts and materials to provide help with an Insured incident

## The meaning of words that apply to Section 6

The following words have these meanings wherever they appear in this Section in bold

### emergency

The sudden or unexpected occurrence of an insured incident during the **cover period**, which necessitates immediate corrective action to prevent damage or further damage to **your home** or make **your home** secure or relieve unreasonable discomfort, risk or difficulty to an **insured person**

### emergency assistance limit

£1,000 (including VAT) for the call-out charge, labour costs, parts and materials. This does not include any amount for hotel accommodation

### your home

**Your** principal private residence. This includes attached or integral garages but does not include walls, gates, hedges, fences, outbuildings, sheds, detached garages or anything outside the legal boundary of the property. **Your home** must not have more than 15 rooms and must be situated in the United Kingdom of Great Britain and Northern Ireland, the Isle of Man or the Channel Islands

### hotel accommodation

The room only cost of one night's accommodation for **insured people** if **your home** remains uninhabitable following an **emergency**. The most **we** will pay for hotel accommodation is £100 (including VAT) per person subject to a maximum total of £250 (including VAT)

### insured person/people

**You** and any person who lives in or is staying at **your home**



### main heating system

The main hot-water or central-heating system in **your home**. This includes pipes that connect components of the system but not cold-water supply or drainage pipes. It does not include any non-domestic heating or nondomestic hot-water systems or any form of solar heating

### cover period

The time **we** have agreed to cover **you**

### plumbing and drainage

The cold-water supply and drainage system within the boundary of **your home** and for which **you** are legally responsible. This does not include rainwater drains, soakaways and pipes **your** water supply or sewerage company are responsible for

### we, us, our

DAS Legal Expenses Insurance Company Limited

### you, your

The Member shown on **your** schedule

### Your schedule

The document The Military Mutual sends **you** when **you** first arrange this cover or renew it that shows the cover limits and excesses under this Section

## Our agreement

**We** agree to provide the assistance described in this cover, in return for payment of the premium and subject to the terms, conditions, exclusions and limitations, provided that the insured incident happens during the **cover period** and within the United Kingdom of Great Britain and Northern Ireland, the Isle of Man or the Channel Islands

If this cover does not include the service **you** need, **we** will try (if you wish) to arrange it at **your** expense. The terms of such a service are a matter for **you** and the supplier.

## What we will pay

**We** will arrange and pay for a contractor to take action to resolve the **emergency**. The action taken will depend on what would be fair and reasonable in the circumstances and will be either to:

- carry out a temporary repair (or a permanent repair if this is no more expensive); or
- take other action, such as isolating a leaking component or gaining access to **your home** if the only available set of keys have been lost, stolen or damaged and unusable

**We** will pay up to the **emergency assistance** limit for each insured incident following an **emergency**. If **your home** remains uninhabitable overnight following an insured incident, **we** will pay for **hotel accommodation**.

The decision on whether **your home** is uninhabitable will take into account whether it would be fair and reasonable to remain in **your home**

## What we will not pay

- Any costs per **emergency** which exceed the **emergency assistance** limit and/or
- Any costs of overnight accommodation which exceed the amounts specified under **hotel accommodation**

## Insured incidents we will cover

### 1. Roof damage

any damage to the roof of **your home** where internal damage has been caused or is likely

## 2. Plumbing and drainage damage

to, or blockage, breakage or leaking of, the drains or plumbing system that **you** are responsible for in **your home**

## 3. Main heating system

failure to function of the main heating system in **your home**

## 4. Domestic power supply

failure of **your home's** domestic electricity, or domestic gas supply, but not the failure of the mains supply

## 5. Toilet unit

impact damage to, or mechanical failure of, a toilet bowl or cistern that results in complete loss of function of the only toilet, or of all toilets in **your home**. If there is at least one functioning toilet in **your home**, there is no cover

## 6. Home security

damage to, or the failure of, external doors, windows or locks which leaves **your home** insecure

## 7. Lost keys

the only available set of keys to **your home** are lost, stolen or damaged and unusable and you cannot replace them, or cannot gain normal access

# Exclusions applicable to Section 6

## 1. Waiting period

A claim following an insured incident which happens during the first 48 hours from the start of the cover for this Section if it is added during a **cover period**

## 2. Unoccupied homes

A claim where **your home** has been left unoccupied for 30 days in a row

## 3. Nobody at home

Costs incurred where **our** approved contractor has attended at an agreed time but nobody aged 18 or over was at **your home**

## 4. Costs we have not agreed

Costs incurred by an **insured person** before **we** have accepted a claim

## 5. Risk to health and safety

A claim where the insured incident cannot be resolved safely by **our** approved contractor (or which requires specialist assistance) because of the presence of dangerous substances or materials (such as asbestos), or where conditions make attempting a repair dangerous

## 6. Home maintenance

Normal day-to-day **home** maintenance that an **insured person** should carry out or pay for (such as servicing of heating and hot-water systems)

## 7. Deliberate acts

A claim arising from a deliberate act or omission by an **insured person**

## 8. Rented properties and second homes

A property that **you** rent or let or that **you** own that is not **your** main residence

## 9. Replacement boilers or appliances

The costs (or any contribution towards the costs) of replacing a boiler or storage heater or any other heating or domestic appliance if

- it cannot be repaired or

- the appliance is beyond economic repair (the cost of repairing the appliance is more than the cost of replacing it) or
- repairs will cost more than the emergency assistance limit (we will pay up to the emergency assistance limit for any repairs that are carried out)

#### 10. Failure to carry out previously recommended repairs

Any insured incident which arises from an **insured person's** failure to carry out work or repairs that an **insured person** has previously been advised to undertake to avoid the insured incident occurring or recurring

#### 11. Guarantee and warranty

A claim for parts or labour if the equipment or facility is still under guarantee or warranty from the maker, supplier or installer

#### 12. Incorrect installations or repairs

A claim relating to the failure of equipment or facilities that results from them being incorrectly installed, repaired, modified or maintained, or that is caused by a design fault that makes them inadequate or unfit for use

#### 13. Damage caused during repairs

Damage caused where it is necessary to gain access to carry out repairs

#### 14. Mains supplies

A claim relating to the interruption, failure or disconnection of the mains electricity, mains gas or mains water supply, or an **insured person's** failure to buy or provide enough gas, electricity or other fuel source

#### 15. Septic tanks, cess pits and fuel tanks

The malfunction or blockage of septic tanks, cess pits or fuel tanks.

#### 16. Subsidence, landslip and heave

A claim arising from subsidence, landslip or heave

#### 17. Nuclear, war, terrorism risks and pressure waves

A claim caused by, contributed to by or arising from

- ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel or
- the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it or
- war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup, or any other act of terrorism or alleged act of terrorism as defined in the Terrorism Act 2000 or
- pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds

#### 18. Communal areas

Any claim which would require us to undertake repairs or any other remedial or corrective action to

- any shared areas or communal parts of a property (or for which you do not have sole responsibility) or
- any shared fixtures and fittings, facilities or services outside the legal boundary of **your home**

## Conditions applicable to Section 6

### 1. Keeping to this Section's terms

An **insured person** must

- keep to the terms and conditions of this Section

- maintain **your home** in a reasonable condition, carry out any inspections or services of fittings in accordance with the manufacturer's instructions and complete any necessary maintenance to the structure of **your home**
- try to prevent anything happening that may cause a claim
- take reasonable steps to keep any amount **we** have to pay as low as possible

## 2. Replacement parts

**We** will attempt to provide replacement parts where necessary but cannot be held responsible if these are delayed or unavailable

## 3. Circumstances beyond our control

**We** will make every effort to provide the service at all times, but **we** will not be responsible for any liability arising from **our** inability to provide assistance as a result of circumstances beyond **our** reasonable control

## 4. Fraudulent claims

**We** will, at **our** discretion, cancel this Section from the date of the fraud or from the date of claim, or alleged claim, or **we** will not pay the claim if

- a claim **you** have made to obtain benefit under this Section is fraudulent or intentionally exaggerated, or
- a false declaration or statement is made in support of a claim

Where the above circumstances apply, as part of **our** fraud prevention measures, **we** will, at **our** discretion, also share information with other parties such as the police, government bodies and anti- fraud organisations

## 5. Losses not directly covered by this Section

**We** will not pay for losses that are not directly covered by this Section. For example, **we** will not pay to replace a carpet damaged by a leak or for time taken off work because of an insured incident

## 6. Other covers

If any claim covered under this Section is also covered by another cover, or would have been covered if this Section did not exist, **we** will only pay **our** share of the claim even if the other insurer refuses the claim

## 7. Law that applies

This Section is governed by the law that applies in the part of the United Kingdom of Great Britain and Northern Ireland, Channel Islands or Isle of Man where **you** normally live

## Data protection

To provide and administer the cover under Sections 5 and 6 **we** must process **your** personal data (including sensitive personal data) that **we** collect from **you** in accordance with our Privacy Policy

To do so, **we** may need to send **your** information to other parties, such as service providers, engineers, cover 26 intermediaries, cover companies or members of the DAS UK Group

In doing this, **we** will comply with the Data Protection Act 1998. Unless required by law or by a professional body, **we** will not disclose your personal data to any other person or organisation without **your** written consent

For any questions or comments, or requests to see a copy of the information **we** hold about **you**, please write to the Group Data Cover Controller at DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol, BS1 6NH

## Complaints Sections 5 and 6

**We** always aim to give you a high quality service. If **you** think **we** have let **you** down, please write to **our** Customer Relations Department DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol, BS1 6NH

Or **you** can phone **us** on 0344 893 9013 or email **us** at [customerrelations@das.co.uk](mailto:customerrelations@das.co.uk)  
Details of **our** internal complaint-handling procedures are available on request

If **you** are still not satisfied, **you** can contact the Insurance Division of the Financial Ombudsman Service at Exchange Tower, London, E14 9SR

**You** can also contact them on: 0800 023 4567 (free from a landline), 0300 123 9123 (free from some mobile phones) or email them at [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Using this service does not affect your right to take legal action