



## **The Military Mutual Limited**

### **Landlords' Residential Properties**

### **Protection Wording**

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

The Military Mutual Limited (FRN: 623886) is an appointed representative of Hood Group Ltd which is authorised and regulated by the Financial Conduct Authority (FCA), FRN: 614602, and MGA Managers Limited which is authorised and regulated by the FCA under FCA Ref: 771791. Hood Group Ltd is a company registered in England and Wales No.3139744. Registered office 1<sup>st</sup> Floor, Maitland House, Warrior Square, Southend-on-Sea, Essex, SS1 2JY. MGA Managers Limited is a company registered in England and Wales No. 10361505. Registered office Craven House, 16 Northumberland Avenue, London, United Kingdom, WC2N 5AP.

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## Introduction

This document sets out the details of **our** Landlords’ Residential Properties Protection including conditions, exclusions and contact numbers where **you** can go for help and information. The meaning of words and phrases in bold used in this Protection Wording are explained in the Definitions section. If **you** have taken out Landlords’ Residential Properties Protection with **us**, please read this Protection Wording and **Your schedule** as together they explain exactly the **protection you** have bought. If **you** have any questions please call **us** on 0800 0882 284

## Contact numbers

### **Customer service – [0345 305 2654](tel:03453052654)**

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

Email – [tmmSERVICE@hoodgroup.co.uk](mailto:tmmSERVICE@hoodgroup.co.uk)

### **Claims – [0800 0882 285](tel:08000882285)**

To report a claim by telephone

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

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

## Your protection

We give **protection** up to the **protection limits** shown on **Your schedule** for something that happens in the **protection period** explained in any of the Sections 1 to 4 that are 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](http://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

### asbestos

Asbestos, asbestos fibres or any derivative of asbestos including any product that contains asbestos, asbestos fibres or any derivative of asbestos

### building, buildings

The domestic buildings at **your property** and the fixtures and fittings **you** own including

- outbuildings, garages, greenhouses and sheds
- fixed flooring **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 central heating fuel tanks, septic tanks and cesspits, underground drains, sewers, ducting, cables, pipes and inspection hatches and covers

### business

**Your** business as a landlord renting out residential properties

### Certificate of Membership

The document that confirms **your** membership of The Military Mutual

### contents

Items **you** own at the **property** not permanently fixed to the **buildings** including

- furniture, furnishings, removable flooring and appliances
- garden furniture, tools and equipment
- television aerials, radio aerials and satellite dishes and their masts and fittings
- metered water or domestic oil in a fixed oil tank that **you** have paid for

### contribution

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

### damage, damaged

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

### Data Protection Legislation

All applicable privacy and data protection laws, including the **GDPR** and any applicable national implementing laws, regulations and secondary legislation in the UK relating to the processing of personal data and the privacy of electronic communications, including the Data Protection Act 2018, the Privacy and Electronic Communications Directive (2002/58/EC) and the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2003/2426)

### employee

An employee is a

- person under a contract of service or contract of apprenticeship with **you**
- person **you** are assessing as being suitable to employ
- person in a work experience, training, study or similar scheme with **you**
- labour master and any person he supplies
- labour-only sub-contractor carrying out work for **your business** and any person they employ to carry out work for **your business**
- person **you** hire, borrow or is supplied to **you** by another business to carry out work for **your business**
- self-employed person carrying out any kind of work normally carried out under a contract of service or contract of apprenticeship with **you**

- person supplied to **you** under the terms of a contract or agreement that states the person is **your** employee for the time the contract or agreement lasts
- person a Court in the **UK** decides is **your** employee

#### excess, excesses

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

#### GDPR

General Data Protection Regulation ((EU) 2016/679)

#### heave

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

#### injury

Bodily injury, disease or illness

#### landslip

The downward movement of sloping ground

#### property

The house, bungalow or flat and its **buildings** at the address on **Your schedule** let to a **tenant** classed as a private home used for domestic purposes and having no more than 15 rooms

#### protection

The discretionary protection **you** pay **your contribution** for that **we** give under the terms of **our** Rules. Full details of this are explained in **Your schedule** and in this Protection Wording

#### protection limit

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

#### protection period

The time **we** give **protection** shown on **Your schedule**

#### rent

The amount of rent **your tenant** pays **you** each month 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

#### subsidence

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

#### tenant, tenants

The person or people **you** let **your property** to under an Assured Shorthold Tenancy, Short Assured Tenancy, or Assured Tenancy under the Housing Act 1988, Housing (Scotland) Act 1988 or The Private Tenancies (Northern Ireland) Order 2006

#### tenant's fixtures and fittings

Items the **tenant** has fixed to or installed in **your property** and improvements, alterations and decorations carried out by the **tenant** that the **tenant** cannot remove at the end of the tenancy

#### terrorism

The use or threatened use of force or violence

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

#### unfurnished

When there is not enough furniture and furnishings in **your property** for **your tenant** to live in it normally

#### UK

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

**we, us, our**

The Military Mutual Limited

**you, your, yourself**

The Member named on **Your schedule**

**Your schedule**

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

## Section 1 – Your property

### Part A - Buildings

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

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

We may also pay the cost

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

### Part B – Landlords' contents

We may pay the cost to replace or repair **your** lost, stolen or **damaged contents**

- at **your property**
- while packed and moved by professional removers to a new permanent address in the **UK** including overnight stops and while in a locked and secure storage unit for up to 7 days
- while temporarily in or being moved to or from
  - an occupied private house or flat, caravan or mobile home
  - a building where **you** or **your family** are working or temporarily living
  - any business premises for making up, alteration, renovation, repair, dyeing, cleaning or valuation

We may also pay the cost to

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

- repair **damaged** permanent improvements **your tenant** makes to **your property**

## Section 1 exclusions

We do not give **protection** in Section 1 for

1. anything that is **accidentally damaged** if **accidental damage** is not shown as included in **Your schedule**
2. the **excess** shown in **Your schedule**
3. **damage** by **subsidence, heave** or **landslip** to domestic fuel tanks, swimming pools, terraces, patios, hard courts, driveways, footpaths, walls, gates, hedges and fences unless a building is **damaged** at the same time and **damage** to solid floors unless the load-bearing walls are **damaged** at the same time
4. **damage** caused by underground streams, rivers, water in the spaces in underground soil or rock or rising ground water levels
5. **damage** caused by falling trees or branches during tree felling, lopping or topping
6. **storm** or flood **damage** to hard standing areas, solar panels, swimming pools, hot tubs, gazebos, pergolas, gates, hedges, fences and **damage** by rain that is not part of a **storm**
7. **damage** caused by a police raid
8. **damage** caused by sonic booms or anything travelling at sonic or supersonic speed
9. any amount the value of **your property** reduces by
10. theft or **damage** except **damage** by fire, lightning and explosion when no one lives in **your property** or it is **unfurnished** unless **we** agree in writing to continue **your protection**
11. **damage** caused by water from pipes, water tanks and swimming pools when no one lives in **your property** for more than 5 days in a row from 1<sup>st</sup> October to 30<sup>th</sup> April. Unless the heating is kept at 10 degrees centigrade or **you** shut off and drain fixed water tanks, apparatus and pipes
12. **damage** to **tenant's fixtures and fittings**
13. **your tenant's rent** or other accommodation after the tenancy agreement runs out if this is before **your property** can be lived in again
14. unauthorised use of water, gas and electricity unless **you** take steps to stop the unauthorised use as soon as **you** know about it
15. **damage** to property **your tenant** owns
16. **damage** by wear and tear or gradual deterioration, unsuitable or defective materials, rust, the weight of the **buildings** compressing the ground under them, warping or shrinkage, rot, fungus, mould, infestation, pollution, contamination or anything that happens gradually including smoke and rising damp
17. **damage** by dryness or humidity, frost, being exposed to light or extreme temperatures, unless the **damage** is caused by fire or **storm**
18. **damage** resulting from cleaning, repair, renovation, restoration or any similar process
19. **damage** by moths, insects, rats, mice, squirrels, rodents, other vermin or birds and **damage** by chewing, scratching, tearing, denting, vomiting or fouling by animals
20. china, glass, porcelain and earthenware or similar fragile items when **you** are moving **contents** unless packed by professional removers
21. misuse, faulty workmanship, design or materials
22. the cost of maintenance or routine decoration
23. lost, stolen or **damaged buildings** or **contents** while **your property** is **unfurnished** or not lived in except **damage** by fire, lightning, explosion and aircraft
24. mechanical or electrical faults or breakdown
25. the cost to replace or alter any undamaged items that are part of a pair, set, suite, group, collection or any matching carpets and flooring in a different area or room



26. theft or **damage** caused deliberately by **your** tenant and anyone living with or visiting **your** tenant
27. theft or attempted theft unless there is evidence of a break in to a **building**
28. **damage** caused by coast or river erosion

## Section 2 – Public liability

In this Section “**you**” and “**your**” can include a person, local authority, public authority, company or firm **you** have a contract with to carry out work connected to **your business** if **you** ask **us**

**We** may pay

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

if as a result of **your business**

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

**We** may also pay

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

## Section 2 exclusions

**We** do not give **protection** in Section 2 for

1. the **excess** shown in **Your schedule**
2. a decision of a Court outside the **UK**
3. a property **you** used to own that is outside the **UK**
4. your death or **injury**
5. **injury** or death of **employees** or employees of any other business while working on anything connected to **your business**
6. property **you** or **employees** own or are responsible for
7. any land or building **you** own, live in, use, repair, renovate or maintain that is not at **your property**
8. anything caused by resulting from or connected to something that is not a landlord’s normal business of owning and renting a property
9. motor vehicles used on public roads or where any Road Traffic Act or similar law applies and any mechanically-propelled vehicles except loading or unloading a vehicle or mobile plant

10. an animal of a dangerous species or a specifically controlled dog under the Animals Act 1971, the Dangerous Dogs Act 1991 or similar legislation or any animal that is not normally a domestic animal in the United Kingdom **you** own, use or are responsible for
11. professional negligence or advice by **you** or anyone acting for **you**
12. any deliberate act or something **you** or anyone acting for **you** have deliberately not done, left out or neglected
13. anything resulting from something **you** or anyone acting for **you** supply, install, erect, repair or alter
14. anything resulting from a fault, alleged fault, defect or alleged defect
15. pollution or contamination of air, water or soil unless caused by a sudden, unexpected, accidental and identifiable event
16. any infectious disease, virus, syndrome, illness or anything caused by, resulting from or related to **asbestos**
17. legal liability under any agreement if the legal liability would not exist if the agreement was not in place
18. fines or penalties and compensation awarded to punish **you** or make an example of **you**
19. liability resulting from an effect on someone's reputation, deliberate misrepresentation, malicious falsehood, discrimination, harassment or advertising injury
20. the cost to fix any defect or alleged defect in **your property** or a property **you** used to own
21. anything that happens when **you** are driving a vehicle
22. anything that happens if **you** or **your** representative know a person driving has never had a licence to drive the vehicle or is disqualified from holding or obtaining one
23. the cost to reinstate pollution damage to **your property** or any site, watercourse or body of water **you** own, lease or rent
24. pollution that happens gradually over time
25. the cost to reinstate or reintroduce any form of animal life
26. the cost of replacing, reinstating, rectifying or erasing any personal data
27. compensation and costs awarded to **you** that **we** would not give **protection** for in this Section if **you** caused the **injury** or **damage**
28. compensation and costs awarded to **you** that **you** are appealing
29. compensation and costs from proceedings that started before the first **protection period** where **you** or **your** legal representative knew or should have known that the compensation and costs will not be paid
30. anything resulting from the Party Wall etc Act 1996

## Section 3 Employers' liability

We give **protection** up to the **protection limit** for one incident or a series of incidents from one cause for each part of this Section. The **Protection limit** is shown on **Your Protection summary**

If an **employee** is killed or injured

- in the **protection period**
- in the **UK** or while temporarily outside the **UK** and
  - while carrying out their normal duties for **your business**

We may pay

- the amount **you** are legally liable to pay the **employee** for damages and their assessed legal **costs and expenses**

We may also pay the

- **costs and expenses** to defend **you**
- costs of an appeal
- **costs and expenses** to represent **you** at a Coroner's Inquest or Fatal Accident Inquiry
- **costs and expenses** to defend proceedings against **you** in a Court of Summary Jurisdiction for any act or omission
- the amount of income **you lose** if **you** have to go to Court as a witness connected to anything in this Section

We have arranged for the same insurance cover to be provided to **You** by **Builders Direct S.A.**, an authorised insurer, separately to the discretionary cover provided by **Us** under this Section 3.

**You** can find the policy wording of this additional cover at: [themilitarymutual.com](http://themilitarymutual.com)

## Section 3 Exclusions

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

1. the costs to defend or the costs to represent **you** at a Coroner's Inquest or Fatal Accident Inquiry that **we** have not agreed to pay in writing
2. the costs of an appeal if Counsel advises that there is not a strong prospect of success
3. any liability that compulsory motor insurance is required for under road traffic legislation
4. any legal liability resulting from any action for damages brought against **you** in a country outside the **UK** or the European Union

## Section 4 Prosecutions

We may pay if **you** are charged or prosecuted under any legislation that relates to **your business**

- **your** legal costs and expenses
- the costs and expenses awarded against **you**
- the costs of an appeal against a conviction

## Section 4 exclusions

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

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

## Section 5 Unpaid rent

This section is only included if **you** chose it and it is shown on **Your schedule**

If **your tenant** does not pay the **rent**

**We** may pay

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

## Section 5 exclusions

**We** do not give **protection** in Section 4

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

## 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

### Contacting 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** by email it is helpful if **you** give **us 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 April 2016
- Cause and description - *Break in, electrical equipment 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 **we** may need to 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

### Reporting

1. Please make sure that that **you** tell **us** about the theft, loss, **damage** or **injury** or death as soon as **you** can
2. 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

### Theft

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

### Claims made against you

4. If someone is holding **you** responsible for any death, **injury** or **damage**, **you** must tell **us** immediately
5. **You** must send all legal documents and letters about the claim to **us** as soon as possible after **you** receive them and before any set deadlines
6. **You** 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

### 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).

## General conditions

These conditions apply to all Sections

If **you** do not keep to these conditions or anything else in this Protection Wording that **you** must do or must not do or if **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** or **your contribution** or change or add an **excess**

### Looking after your property

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

### Building work

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

### Survey

**We** or **our** representatives can, with reasonable notice carry out a survey of **your property** and produce a survey report. If the survey report is unsatisfactory **we** can cancel or change **your protection** or ask **you** to carry out risk improvements by a certain time

### Cancellation

10. **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 the money **you** paid for that **protection period**
11. **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



12. **We** can cancel **your protection** by sending **you** 14 days' notice to **your** address in **Your schedule**. **We** will only do this if **we** have a good reason, for example
  - if **you** do not pay **your contribution**
  - a change to **your** circumstances or **property** that means **we** cannot continue to give **you protection**
  - if **you** do not cooperate with **us** or do not give **us** information **we** reasonably ask for

#### Contribution

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

#### Claims

15. If **you**, or someone for **you**, knowingly make a false or exaggerated claim **we** will refuse to consider the claim, recover any money paid to **you** for the claim, cancel **your protection** from the date of the false or exaggerated claim and not refund **your contribution**  
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

#### Laws

16. **You** and **we** will 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 to this **protection**
17. **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

#### Membership

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

#### Information

19. **We** rely on the information **you** give **us** to arrange **protection** and accept **you** as a Member. If there are any changes to the information **you** gave **us** **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 may affect any claim **you** make or could result in **your protection** not being valid
20. When **you** arrange, change or renew **your protection** if **you**
  - deliberately give **us** false information or
  - give **us** information **you** know will not be accurate or complete**we** may
  - treat **your protection** as if it never existed or that it does not exist from the date of the change
  - refuse to consider claims
  - recover claims already paid
  - not refund any **contribution**
21. If **you** are careless when **you** give **us** information when **you** 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** may
  - change the terms of **your protection** or any **excess**
  - treat **your protection** as if it never existed and return **your contribution**
  - treat **your protection** as though the change had not been made and return any extra **contribution**
  - reduce the amount **we** may pay

- cancel **your protection**

#### Renewal

22. **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
23. If **we** offer to renew **your protection** **we** will tell **you** the **contribution** and any changes for the new **protection period**. 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

#### Third parties

24. No person or legal 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 legal entity has separately from that Act

#### Not lived in

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

## General exclusions

These exclusions apply to all Sections of this **protection**

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

1. anything that happened, existed or showed any signs before the first **protection period** started
2. anything that results from or is connected to something that happened, existed or showed any signs before the first **protection period** started
3. anything **you** knew about or should reasonably have known could result in a claim before the first **protection period** started
4. anything resulting from something **you** do deliberately or someone does deliberately for **you**
5. all manual work or the use of any business machinery except office equipment
6. anything caused by or resulting from biological or chemical contamination
7. failure of gas, water, electricity or telephone supply to **your property** caused by or resulting from **terrorism**
8. information lost or corrupted resulting from a computer not working properly, hacking and any type of virus or electronic attack and **your** legal liability from passing on a computer virus
9. **damage** to any computer equipment resulting from its failure to recognise, interpret or process correctly any date as its true calendar date or to continue to work correctly after that date
10. anything caused by or resulting from
  - ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel
  - the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it
11. anything caused by or resulting from an act of **terrorism** or alleged act of **terrorism**
12. pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds
13. riot, civil commotion, workers on strike, workers locked out and employees of a **business** stopping work to protest in Northern Ireland
14. anything caused by or resulting from war, invasion, act of foreign enemies, hostilities whether war is declared or not, civil war, rebellion, revolution, insurrection, military or usurped power
15. anything caused by or resulting from **your property** being confiscated, taken, damaged or destroyed by or under the order of any government or public or local authority
16. anything that breaks any sanctions, prohibitions or restrictions under United Nations resolutions, trade or economic sanctions, laws or regulations of the European Union, England, Wales and the United States of America
17. anything **you** can claim for somewhere else

## 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: 0345 305 2654 or
- emailing [tmm-service@hoodgroup.co.uk](mailto:tmm-service@hoodgroup.co.uk) or
- 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**