

Terms & Conditions

Home Accident Cover

This document explains what is and isn't covered under the Policy, what to do if you need to make a Claim, your cancellation rights and how to make a complaint if you're not happy. This document also contains some important information you need to know about your insurance contract between you and the Underwriter.

It's important that you read all the Policy documentation carefully.

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Definitions

Some of the words and phrases used in this document have a particular meaning. The definitions below explain what these words mean. All definitions will be capitalised where used in the document.

By 'we', 'us', or 'our', we mean Arc Legal and HomeServe on behalf of the Underwriter, in the sale and arrangement of this Policy and its authorised agents, unless otherwise stated.

By 'you' or 'your', we mean the person(s) who has the benefit of this Policy.

Accident: A sudden, unexpected and unforeseen specific event which occurs within the named policyholders Property after the Policy start date and within the period of insurance, resulting in Bodily Injury to an Insured Person.

Accidental Death: The death of the Insured Person from Bodily Injury.

Arc Legal: This Policy is administered by Arc Legal Assistance Ltd on behalf of the Underwriter.

Bodily Injury: : Any identifiable physical injury which is caused by an Accident, which occurs after the Policy start date and within the period of insurance and solely and independently of any other cause, occasions the Accidental Death or Hospitalisation of the Insured Person.

Cancellation Period: The number of days (including your statutory 14 days "cooling off" period), after the Policy start date, during which you can cancel the Policy and receive a refund. This is shown on the Policy Schedule.

Claim: A request made by you or the beneficiary to receive the Accidental Death or Hospital Cash benefit. A claim will be evaluated to ensure it meets the Policy Terms and Conditions before paying any benefits to the designated recipients.

Exclusion Period: The initial period at the start of the Policy or when cover is changed, during which any Claim that occurs may not be covered. The date from which problems are covered is shown on the Policy Schedule.

HomeServe: HomeServe is a trading name of Homeserve Membership Limited, Cable Drive, Walsall WS2 7BN and is registered in England and Wales under company number 02770612. Homeserve Membership Limited is authorised and regulated by the Financial Conduct Authority for general insurance, under firm reference number 312518, VAT registration number GB 559669669. The registration details can be checked on the United Kingdom's Financial Conduct Authority's Financial Services Register. Details about the extent of the regulation by the Financial Conduct Authority are available on request.

Hospitalisation: Admission as an in-patient into a hospital as a direct result of Bodily Injury for treatment of the same Bodily Injury and on the advice of and under the regular care and attendance of a registered physician.

Hospital Cash: The amount shown in the 'Benefits Table' which is payable for each full week of Hospitalisation from the first day of admission. A Hospitalisation of less than a full week will be paid as a proportion of the per week amount shown in the 'Benefits Table' based on fully completed periods of 24 hours.

Insured Person: The named policyholder including their spouse or children (as declared to the Local Authority), any other permanent resident at the Property and any guests visiting the Property who are acting in a personal and not professional capacity.

Policy: A contract of insurance formed by these Terms and Conditions and the Policy Schedule.

Policy Schedule: The document provided to you, which summarises specific details about this Policy such as the cover and features you have purchased, the covered Property, the Policy start and end dates and from when a Claim can be made.

Pre-existing Condition: Any condition or disability that existed before you took out this insurance.

Premium: The total amount you pay, consisting of a sum for the insurance and any other amount you pay. The total includes all applicable tax and administration fees

Property: The private home, garage and domestic outbuildings (including sheds, greenhouses, non permanent structures) within your Property boundary at the address shown on your Policy Schedule

Sickness: Any illness or disease (not resulting from Bodily Injury following an Accident), any naturally occurring condition or degenerative process or any gradually operating cause.

Underwriter: The company providing the insurance cover on your Policy.

Making a Claim

If there's an Accident at your Property, and you need to make a Claim, please make contact as soon as possible.

You or a beneficiary can Claim by calling Arc Legal. The telephone number to Claim can be found on your Policy Schedule within the Policy documentation. Claims can be made by you or a person acting on your behalf or a beneficiary of the Policy.

You or a beneficiary may need to provide any evidence (certificates or information) which is relevant to your Claim at your or their own cost. The Underwriter may also request that you or a beneficiary obtain a medical report by undergoing a medical examination.

If you or a beneficiary submit a false or fraudulent Claim (in any respect), the Underwriter may not be liable to make any payment to fulfil the Claim.

You or a beneficiary cannot make a Claim under your Policy for any Accident that occurred prior to the Policy start date and during any relevant Exclusion Period as set out within your Policy Schedule.

Insurance Cover



Home Accident Cover

What is Covered?

Benefit in the event of an accident within your Property boundary which results in Accidental Death or Hospitalisation;

✓ Accidental Death benefit

- Limited to the amount specified in the 'Benefits Table', dependant on the age of the Insured Person at the time of the accident
- ✓ Hospital Cash benefit with the amount specified in the 'Benefits Table'
 - For Insured Persons under 90 years of age at the time of the Accident, the benefit is limited to a maximum of £10,000 per Insured Person, per Policy year
 - For Insured Persons aged 90 years and over at the time of the Accident, the benefit is limited to a maximum of £5,200 per Insured Person, per Policy year
- ✓ Accidents involving more than one Insured Person
 - All Claims under this Policy for all Insured Persons involved in the same Accident are limited to a maximum total benefit amount payable of £500,000. If the total Claim for all Insured Persons involved in the same Accident exceeds this amount, the benefit payable may be proportionally reduced in respect of each Insured Person until the total benefit payable does not exceed £500,000..

Benefits Table

Age at time of Accident	Accidental Death Benefit	Hospital Cash Benefit
Under 18 years	£10,000	£800 per week
18 - 69 years	£80,000	£800 per week
70 - 79 years	£40,000	£400 per week
80 - 89 years	£20,000	£200 per week
90 years and over	£5,000	£100 per week

What isn't Covered?

- ✗ Any Accidental Death or Hospitalisation that occurs more than 13 weeks after the date of an Accident which caused Bodily Injury
- ✗ Any Accident that does not cause hospitalisation for more than 24 hours
- ✗ Accidents sustained outside the Property boundary
- ✗ Hospitalisation or Accidental Death caused by anything other than an Accident in your Property boundary
- ✗ Any Bodily Injury not caused by an Accident
- ✗ Any Accidental Death or Hospitalisation that is caused by Sickness
- ✗ Any Accident that is a result of or contributed to by the use of alcohol or drugs (other than drugs taken under the direction of a qualified registered physician)
- ✗ Hospitalisation or Accidental Death as a direct or indirect result of; committing or attempting to commit suicide or committing or attempting to commit intentional self-injury, pregnancy or childbirth or participating in criminal or any unlawful activity
- ✗ Any person attending the Property in a professional capacity. For example: emergency services, members of the Armed Forces or tradespeople
- ✗ Any benefit amount payable will not carry any payment of interest

General Exclusions

The following are also excluded from cover and therefore the Underwriter will not be liable for any of the following:

- Any item not forming part of your Policy coverage as detailed in 'What is covered?'
- Any claim arising from circumstances known to you before your Policy start date or occurring in any Exclusion Period.
- Any costs or activities in excess of the Claims limit or any other limit specified in 'What is covered?'
- Any cover or benefit or Claim to the extent that the provision of such cover or benefit or payment of such

Claim would expose the Underwriter, the Underwriter's parent company or the Underwriter's ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the United Kingdom, European Union or the United States of America.

e. Any loss or damage arising as a consequence of:

- War, invasion, act of foreign enemies, terrorism, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, coup, riot or civil disturbance
- nuclear reaction, nuclear radiation, or radioactive contamination.

General Conditions

Your Responsibility

Eligibility

This Policy is only suitable for a policyholder(s) that reside in and own or rent a Property that is used as a private domestic dwelling. The benefit of the Policy extends to the policyholder(s), family and guests. It must be your private residence that you occupy. The Property must not be a mobile or park home, or a dedicated full-time business premises such as: a hotel, multiple room B&B, factory, shop, office building or pub. This contract only applies to properties located within the United Kingdom comprising England, Wales, Scotland and Northern Ireland (excluding Isle of Man and the Channel Islands). Please check that you do not have cover elsewhere before taking out this Policy to avoid overlap with another provider.

Renewal

We will contact you before your Policy ends to arrange the renewal of your Policy and tell you your renewal Premium. Your Claims history will be considered when reviewing your renewal Premium. Adjustments may also be made to reflect the cost of providing the Policy and any change in the rate of tax applicable to it. We reserve the right to refuse renewal of any individual Policy and we will inform you before your Policy expires if we choose to do so. Please check your renewal documents to ensure that all your details are correct. If your Policy is set to automatically renew; your Policy will continue under your existing payment method and new Premium amount. Your cover will continue uninterrupted and you can continue to make a Claim. If your Policy does not automatically renew; we will ask you to contact us in order to continue with your Policy and to provide your payment details. If you do not contact us your Policy will end and you will not be able to make a Claim. You can change if your Policy automatically renews or not at any time during the Policy term by calling us, writing to the Freepost address, through your online account or by visiting homeserve.co.uk/autorenewal

Changing your address

If you move home and need to update your address, call us or write to us (see 'Contact Us' section). You are responsible for informing HomeServe of a change of your address so we can assess if your Policy can be transferred to your new home.

Missing payment

If you fail to make a payment of your Premium on the due date, the Policy will be suspended and you will not be able to make a Claim. We will notify you in writing within 5 working days of the date on which a payment was due. If you do not pay the requested amount within 30 days of the due date, the Policy will be cancelled. Please see 'How can you cancel' section for your liability to pay any Premium that you owe to us. If you want to make a Claim under your Policy whilst your Policy coverage is suspended, you will be required to pay any outstanding Premiums.

Promotional Offers

If you cancel a Policy and you (or any other individual living at the Property) then purchase a Policy with the same or similar features then you will not be eligible for any new customer promotional offers.

Cancellation and Complaints

How can you cancel

If you wish to cancel the Policy; you (as the named Policy holder) or an authorised representative, must contact us (see 'Contact Us' section). You may cancel the Policy at any time and choose an appropriate cancellation date. Depending on when you cancel and whether you have made a Claim, any refund of Premium paid to you or Premium owed by you may be calculated as follows:

Insurance Premium

Within your Cancellation Period:

- If you have made a Claim, you will receive a refund less an amount for the number of days you have been on cover
- If you have not made a Claim, you will receive a full refund

Outside your Cancellation Period:

- If you have made a Claim, you will not receive a refund and must pay all future insurance Premiums due for the remainder of the Policy term
- If you have not made a Claim and pay monthly or quarterly, upon cancellation, we will ask you to choose a cancellation date that matches the end of the period that you have paid up to. Where you have paid annually, you can choose the cancellation date and will receive a refund less an amount for the number of days you have been on cover. Claims can continue to be made until the cancellation date.

How can HomeServe cancel

The Underwriter (or HomeServe acting on its behalf) may cancel the Policy in the following circumstances:

1 By giving you at least 7 days' notice in writing to the last address provided to us:

- If you are seriously in breach of the terms of the Policy. Examples of a serious breach include: failure to make a payment despite contact from us, or where we reasonably suspect you have submitted a fraudulent Claim
- If you or persons associated with your Property/Policy display unreasonable behaviour towards us, including but not limited to abusive, discriminatory, offensive and/or threatening language or action
- If you fail to provide accurate and complete information in accordance with the Consumer Insurance (Disclosure and Representations) Act 2012 - please see Your responsibility to provide correct information later in this document

2 In any circumstances stated in the 'Insurance Cover' section

You may have several policies administered through HomeServe. In the future we may wish to consolidate these separate policies into one Policy. This will not affect your cover or your Premiums. In such circumstances we reserve the right to cancel one or more of your existing policies and to transfer you to the new policy. If you do not agree to this please let HomeServe know (see the Contact Us section for how)

How do I complain about my Policy

Only the named Policy holder(s) or an authorised representative can make a formal complaint.

If you wish to register a complaint, please contact us in writing at the Freepost address, by calling us on the Customer Service number or by emailing customerrelations@homeserve.co.uk (see Contact Us section). Every effort will be made to resolve your complaint to your satisfaction as quickly as possible, but in any event within 8 weeks at the latest. If we cannot resolve your complaint within this time, we will write to you.

If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service (www.financial-ombudsman.org.uk). We will give you the information you need to refer your complaint.

For more information on our Complaints Process please visit <https://www.homeserve.co.uk/about/frequently-asked-questions>

How do I complain about a Claim

If your complaint relates to the service you experienced as a result of a Claim under the Policy, you should contact Arc Legal Assistance Ltd in writing to Arc Legal Assistance Ltd, PO Box 892, Colchester, CO4 5YD, by calling 01206 615000 or by emailing customerservice@arclegal.co.uk. If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service.

The Financial Ombudsman Service can be contacted as follows:

By phone: 0800 023 4567

By email: complaint.info@financial-ombudsman.org.uk

By website: www.financial-ombudsman.org.uk

Policy Period

The Policy will continue for a period of twelve months, unless it is cancelled by you or us before then. You have certain rights to cancel the Policy, and these are set out above under the heading 'How can you cancel'. Our cancellation rights are also set out under the headings 'How can HomeServe cancel' and 'Missing payment'.

Contract Terms

Your contract

Your insurance cover is sold and arranged by us and administered by Arc Legal. If you need to contact us regarding your contract, please call or write to us (see 'Contact Us' section). This insurance cover is provided by the Underwriter. You must co-operate with the Underwriter in obtaining reimbursement of any costs they incur under the terms of this cover, which may have been caused by the action of a third party, against whom you have legal right of action.

- 1 The Policy is sold and arranged by us and administered by Arc Legal on behalf of the Underwriter Great American International Insurance (UK) Limited.
- 2 We will agree service standards for the delivery of cover provided by the insurance.
- 3 We will collect the Premium in accordance with your instructions. Any monies relating to the insurance services that are held by us (including Premium collected by us, Premium to be refunded to you and Claims monies) shall be held by us on behalf of the Underwriter.
- 4 HomeServe may amend the Terms and Conditions for legal or regulatory reasons. Where this change benefits you, we will make the change immediately and notify you within 28 days. In all other cases we will write to advise you of the change at least 28 days prior to any change taking effect. If the changes do not benefit you and you wish to cancel the Policy, you may do so and we will follow the procedure as outlined in the section 'How you can cancel'.
- 5 We will write to you, if in the future we enter into an agreement with a new Underwriter(s) for all or part of the Policy to confirm the details of the new Underwriter and give you details of any changes to the terms and conditions of the Policy. These changes would be effective upon renewal of the Policy from your new Policy start date. You hereby authorise us to transfer any personal data to a new Underwriter, including data defined as 'special categories of personal data' under the applicable data protection laws, and consent to the new Underwriter being able to offer continuation of insurance cover to you. If at any time you wish to withdraw your agreement to this, please let us know by us (see 'Contact Us' section).
- 6 We will write to you, if in the future the Underwriter transfers in full or in part the arranging and administration of the Policy to another arranger and/or administrator, to confirm the details of the new provider and give you details of any changes to the terms and conditions of this service. These changes would be effective upon renewal of the Policy from your new Policy start date. You hereby authorise us to transfer data for the purposes set out above, including data defined as 'special categories of personal data' under the applicable data protection laws and consent to the new arranger and/or administrator being able to offer continuation of service to you. If at any time you wish to withdraw your agreement to this, please let us know by calling the customer services number shown on the Policy Schedule.

The law that applies to this Policy

This agreement is governed by and construed in accordance with the laws of England and Wales. All correspondence will be in English. The courts of England shall have exclusive jurisdiction for all matters relating to this agreement.

Compensation Scheme

Both the Underwriter of this Policy and HomeServe are covered by the Financial Services Compensation Scheme (FSCS). The FSCS is a safety net for customers if we or the Underwriter are unable to meet our liabilities. You may be entitled to compensation in these circumstances depending on the details of any Claim. If entitled to compensation you would be covered for 90% of the Claim, without any upper limit. Further information about the scheme arrangement is available from FSCS at <https://www.fscs.org.uk/>.

Your responsibility to provide correct information

You are required to take reasonable care to supply accurate and complete answers to all the questions you were asked at the time of insuring with us. It is important that you check the information you have provided and notify us immediately of any changes to these details. Failure to provide accurate and complete information to the best of your knowledge may result in increased Premiums, refusal of a Claim or the Policy being cancelled. You are required to update us with any changes to the information you provided at the time you asked us to insure you.

How we use your personal information

We will only use your personal information as set out in our Privacy Policy. You can find our Privacy Policy at: <https://www.homeserve.co.uk/about/privacy-policy>

The Underwriter and Administrator

Great American International Insurance (UK) Limited is the Underwriter of this policy who are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority. Its financial services reference number is 202874. Registered in England & Wales under company number 02714031, its registered address is at One Temple Quay, Temple Back East, Bristol, BS1 6DZ.

Arc Legal Assistance Limited is the administrator of this policy. It is authorised and regulated by the Financial Conduct Authority. Its financial services reference number is 305958. Registered in England & Wales under company number 04672894. Its registered office is at The Gatehouse, Lodge Park, Lodge Lane, Colchester, Essex, CO4 5NE.

To check these details on the Financial Services Register, visit the website www.fca.org.uk/register or call the Financial Conduct Authority on 0800 111 6768.

This information can be provided in large print, in braille or as an audio version on request.

Contact us

Customer Service number

0330 0247 999*

Need to make a claim?

Call: 0344 770 9000**

Freepost address

Freepost RLYC-LXAL-GEEH Customer Admin
Department, HomeServe, Cable Drive, Walsall, WS2 7BN.

*For enquiries, lines are open on weekdays from 8am to 8pm, Saturdays from 8am to 4pm and Sundays 10am to 4pm. **For claims, Arc Legal's lines are open weekdays 9am-5.30pm. Calls will cost you no more than the rate of a standard call and charges may vary depending on your network provider. Calls are recorded for quality control and training purposes