



Home Accident Cover

Terms and Conditions

 This policy provides insurance cover in relation to accidents resulting in hospitalisation or death - please see the 'What is Covered?' section(s) of these terms and conditions. These terms and conditions form a contract of insurance with the Underwriter and a separate contract with HomeServe Membership Limited to arrange and administer this policy. Please read this document carefully along with any enclosed documents so you can make sure you know what you are covered for under your policy. If you have any queries, please call HomeServe on the customer services number, as shown on your policy schedule. Certain words within this policy have a particular meaning. Each time we use these words they will have the same meaning wherever they are used in your policy. Please see the General Definitions for further details.

Important information concerning your policy has been highlighted using warning triangles. 

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
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A. KEY QUESTIONS

How do I make a claim?

1. If you want to make a claim on this policy please call the claims number shown on your policy schedule. This together with the address of the property covered will be on your policy schedule. You, or someone you instruct, must call, submit a claim online or write to Arc Legal as soon as possible after accidents within your property boundary leading to hospitalisation/death.
2. Please have your policy number ready when you call or detail it in your letter.
3.  You may be asked to provide (at your expense) any certificates, information or evidence which is relevant to the claim and is required by the Underwriter in connection with your claim.
4. The Underwriter (at their expense) shall be allowed to require the insured person(s), to which the claim relates to undergo a medical examination and to receive a medical report relating thereto.
5. If any claim submitted under this policy shall be in any respect false or fraudulent, the insurer shall be under no liability to make any payment in respect of the claim.

How long is my policy for?

Your policy will continue for the period of twelve months, unless it is cancelled by you or us before then. You have certain rights to cancel your policy, and these are set out below under the heading 'How can I cancel my policy'. Our cancellation rights are also set out below under the headings 'How can HomeServe cancel my policy' and 'What if I miss a payment'.

How can I cancel my Policy?

If you wish to cancel your policy; you (as the named policy holder) or an authorised representative, must contact us by calling the customer service number or writing to us at our freepost address.

You may cancel your policy at anytime and choose an appropriate cancellation date. Depending on when you cancel and whether you have made an insurance 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 not made a claim, you will receive a full refund,
- If you have made a claim, you will receive a refund less an amount for the number of days you have been on cover

Outside your cancellation period:

- If you have not made a claim, you will receive a refund less an amount for the number of days you have been on cover
- If you have made a claim, you will not receive a refund and must pay any remaining insurance premium due for the term of the policy.

If you are a monthly payer, upon cancellation, we will ask you to choose an appropriate cancellation date to ensure any owed premium payment can be collected. Claims can continue to be made until the cancellation date chosen.

How can HomeServe cancel my policy?

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

1. by giving you at least 7 days' notice in writing to the last address provided to us:
 - a) If you are seriously in breach of the terms of your 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
 - b) 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
 - c) If you fail to provide accurate and complete information in accordance with the Consumer Insurance (Disclosure and Representations) Act 2012 - please see Consumer Insurance Act later in this document
2. in any circumstances stated in the Policy Coverage section

You may have several policies administered through HomeServe. In the future we may wish to consolidate these separate policies into one agreement. 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 agreement. If you do not agree to this please let HomeServe know by calling the Customer Services number shown on your policy schedule.

What if I miss a payment?

If you fail to make a payment of premium on the due date, your policy will be suspended and you will not be able to make a claim. HomeServe 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, your policy will cancel. Please see 'How can I cancel my policy' section for your liability to pay any premium to us under the policy. 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.

What if I change address?

You are responsible for informing HomeServe of a change of your address. Please telephone us using the number provided with your policy and renewal documents or write to HomeServe at the Freepost address, to advise us of your new address.

What happens at the end of my policy?

HomeServe will contact you in writing before your policy expires to arrange the renewal of your policy and tell you the renewal premium. Your claims history will be considered when reviewing your renewal premium offer. 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 notice 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 claims. 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 the Customer Services number, writing to the Freepost address, through your online account or by visiting <http://www.homeserve.co.uk/autorenewal>

How can I complain?

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 Freepost, RLYC-LXAL-GEEH, Customer Relations Department, HomeServe, Cable Drive, Walsall WS2 7BN or by calling us on the number provided with your policy and renewal documents. 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. 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 8921, Colchester, CO4 5YD, by calling 01206 615000 or by emailing customerservice@arclegal.co.uk. The claims administrator will give you information about referring your complaint to the Financial Ombudsman Service if you remain dissatisfied.

B. POLICY COVERAGE

HOME ACCIDENT COVER

Cover Definitions

Accident: A sudden and unforeseen event which occurs within your property boundary after the policy has commenced, resulting in injury or death to policyholder(s), family and guests.

Benefit: The amount shown in the Table of Benefits.

Children: The policyholders' sons and daughters (including their spouses if applicable) who are under the age of 18 years old or 23 years old if in full time education at the date of the injury.

Guests: All visitors to the property who are acting in a personal capacity and have been invited on to the insured property.

Hospital cash: The amount shown in the Table of Benefits. This is payable for each full week of hospitalisation up to a maximum of £10,000 in total from the first day of admission. Stays of less than a full week will be paid as a proportion of the weekly amount based on full periods of 24 hours.

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

Hospital: Any establishment meeting all of the following conditions: a) operates primarily for the reception, care and treatment of injured or ill people as inpatients; b) provides nursing services by registered or graduate nurses 24 hours a day; c) has at least one registered physician in attendance 24 hours a day; d) has permanent facilities for medical diagnosis, treatment and major surgery; e) holds a license to operate as a Hospital where licensing is required.

Injury: Any injury or death to policyholder(s), family and guests occurring within the property boundary which is caused by an accident and which within 13 weeks of the accident shall solely, directly and independently of any other cause, result in death or hospitalisation.

In-Patient: Any insured person(s) who has been admitted to a hospital for a minimum of 24 hours and for whom a case record has been opened.

Insured person(s): The named policyholder, the named policyholder's spouse, children and any other permanent residents at the property as declared to the Local Authority, and guests.

Property Boundary: The legally recognised boundary of your property including any communal areas.

Registered physician: A medical practitioner with medical qualifications accepted by and registered by the General Medical Council.

What is Covered?

In the event of an accident within the property boundary of the insured property, occurring during the effective time, within the period of insurance and resulting in injury and hospitalisation or death, the insured person(s) will be entitled to the benefits detailed below:

Table of Benefits:

Age at time of accident	Benefit 1: Accidental Death Benefit	Benefit 2: Hospital Cash
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

Claims Limit

- Benefit 1 shall be limited to the amount specified in the Table of Benefits which is relevant to the age of the insured person at the time of the accident.

- Benefit 2 shall be limited to £10,000 per insured person per policy year, unless aged 90 years and over when the benefit is limited to £5,200.

The benefit payable will be reduced to take into account any disability or pre-existing condition which existed prior to an insured person's death or hospitalisation. In such cases, medical reports will be obtained and expert medical advice used to ensure that the reduction in payment is proportionate to the contribution of the disability or pre-existing condition to the loss up to a maximum of 50%.

No benefit payable shall carry interest.

The maximum benefit payable per accident involving more than one insured person shall be limited to £500,000. In the event of an accident involving more than one insured person where the total amount payable exceeds £500,000 the benefit payable in respect of each insured person shall be proportionately reduced until the total benefit payable does not exceed £500,000.

What isn't Covered? (see also the General Exclusions)

- a) any accident which does not result in hospitalisation for over 24 hours, or death
- b) hospitalisation or death as a result of anything other than an accident in your property boundary
- c) any injury not caused by an accident;
- d) any claim resulting from an accident that occurred before the policy commenced;
- e) any claim which is the result of or is contributed to by:
 - i. the insured person being under the influence of, or being affected by alcohol or drugs, other than drugs taken under the direction of a qualified registered physician;
 - ii. the insured person committing or attempting to commit suicide or intentional self-injury;
 - iii. childbirth or pregnancy;
 - iv. claims resulting from criminal or unlawful acts;
- f) accidents sustained outside of your property boundary
- g) any claim resulting from a member of the Armed Forces, emergency services or tradesmen attending the property and acting in a professional capacity

C. IMPORTANT INFORMATION

General Definitions

Certain words within these terms and conditions have a particular meaning, as shown below. Each time we use these words they will have the same meaning wherever they are used in your policy:

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

Claims limit: The maximum amount that the Underwriter will pay for each claim as set out in the relevant policy coverage section of this policy.

Claims number: The telephone number to call when you wish to make a claim. The number is shown on your policy schedule.

Customer Services number: the telephone number to call when you have any questions about your policy. The number is shown on your policy schedule.

Exclusion period: Your policy may have an initial period when you are not able to make a claim. The date from which you are able to make a claim is shown on your policy schedule under 'period of insurance'. Providing you renew your policy before the expiry of your policy, there will be no exclusion period at renewal.

FCA: Financial Conduct Authority.

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

HomeServe: HomeServe Membership Limited, Cable Drive, Walsall WS2 7BN. Registered in England No. 2770612. HomeServe is a trading name of HomeServe Membership Limited which is authorised and regulated by the Financial Conduct Authority for its activities relating to insurance under this policy. 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.

Policy: These terms and conditions and the most recent policy schedule.

Policy schedule: The document containing important details about your policy, which should be read in conjunction with these terms and conditions.

Policy start date: The date this policy starts on, as set out in your policy schedule

Premium: The total amount you pay, consisting of a sum for the insurance, including 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.

Underwriter: The company we have chosen to provide the insurance cover for your policy. This policy is administered by Arc Legal Assistance Ltd and underwritten by Great American International Insurance (UK) Limited, Registered Office: 32 Queen Square, Bristol, BS1 4ND. Arc Legal is regulated by the Financial Conduct Authority under firm reference number 305958. Great American International Insurance (UK) Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority, financial services number: 202874. Details about the extent of their regulation by the Financial Conduct Authority and Prudential Regulation Authority are available from us on request.

We/us/our: HomeServe, its authorised agents and staff, unless otherwise stated.

You/your: The person(s) who has the benefit of this policy.

General Exclusions

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

- a) any item not forming part of your policy coverage as detailed in 'What is Covered?'
- b) any claim arising from circumstances known to you before your policy start date or date from which you are able to make a claim if an exclusion period is in place;
- c) any costs/activities in excess of the claims limit or any other limit specified in 'What is Covered?'
- d) any claim arising directly or indirectly as a consequence of:
 - i. war, invasion, act of foreign enemies, terrorism, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, coup, riot or civil disturbance.
 - ii. nuclear reaction, nuclear radiation, or radioactive contamination.

General Conditions

Eligibility

This policy is for householders. The benefit of the policy extends to the policyholder(s), family and guests.

Cost of Cover

1. The cost of cover is the total amount you pay as detailed in your policy documentation, this will consist of the premium which includes Insurance Premium Tax. The premium is the amount you pay for your insurance contract with the Underwriter.
2. We will review your premium upon renewal. Your claims history will be considered as part of the review. We will confirm any amendments to the premium on your policy schedule at renewal. We reserve the right to adjust your premium to reflect any changes in the rate of tax applicable to it.

The law that applies to this policy

1. This agreement is governed by the laws of England and Wales, except where the property is located in Scotland, in which case the laws of Scotland will apply. All correspondence will be in English.
2. This policy represents the entire agreement of the parties in relation to this policy.
3. No cover or benefit shall be provided, and no sum shall be payable under this policy to the extent that paying it would directly or indirectly breach any applicable economic or trade sanction laws or regulations.

Your contract

HomeServe arranges and administers your insurance cover. If you need to contact HomeServe regarding your contract, please phone the customer services number or write to the Freepost address.

1. HomeServe arranges and administers your insurance cover as agent for the Underwriter.
2. HomeServe will agree service standards for the delivery of cover provided by the insurance.
3. HomeServe 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 will only amend these 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 your policy, you may do so and we will follow the procedure as outlined in section A, under the heading 'How can I cancel my policy?'
5. HomeServe will contact you in writing before your policy expires to arrange renewal of your policy. HomeServe reserves the right to refuse renewal of any individual policy.
6. You are responsible for informing HomeServe of a change of your address so that cover can be transferred to your new property. Please phone or write to HomeServe to advise us of your new address.
7. Despite the provisions of 1 above, HomeServe will write to you, if in the future it enters into an agreement with a new Underwriter(s) for all or part of your policy, to confirm the details of the new Underwriter and give you details of any changes to the terms and conditions of your policy. You hereby authorise HomeServe to transfer any personal data to a new Underwriter, including data defined as 'sensitive personal data' under the Data Protection Act 1998, 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 HomeServe know by calling the customer services number.
8. Despite the provisions of 1 above, HomeServe will write to you, if in the future it transfers in full or in part the arranging and administration of your 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. You hereby authorise HomeServe to transfer data for the purposes set out above, including data defined as 'sensitive personal data' under the Data Protection Act 1998 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 HomeServe know by calling the customer services number.

Compensation Scheme

Both the Underwriter of this policy and HomeServe are covered by the FSCS. You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim. Insurance advising and arranging is covered for 100% where claims arise from the death or incapacity of the policyholder due to injury, sickness, or infirmity. For all other claims you are protected to 90%. Further information about compensation scheme arrangements is available from the FSCS.

How we use your data

Any information that you provide under this policy will be held and used to administer your policy by HomeServe (the 'data controller' for the purposes of the Data Protection Act 1998). HomeServe is a member of the HomeServe Plc group of companies. The HomeServe group of companies and its selected partners may use your data for the purposes of training, testing, quality control, research and statistical analysis. The HomeServe group of companies may also use your data to keep you informed by post or telephone of any products or services which they consider may be of interest to you. If you do not want to receive such information please write to HomeServe at Freepost address making the communication 'For the attention of the Data Protection Officer, Customer Relations Department.' To help keep your information accurate and up to date we may use information from selected third parties. Upon payment of a small administration fee you have the right (subject to certain limited exceptions) to access and, if necessary, rectify information held about you. If you do wish to make such an inspection please write to HomeServe at the Freepost address marking any correspondence 'For the attention of the Data Protection Officer, Customer Relations Department'. For further information on how we use your information, please see our Privacy policy at www.homeserve.com.

Consumer Insurance Act

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act 2012 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 your 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.

This information can be supplied in large print, braille or audio on request.