

# Wiser Choice Excess Protect Policy



## How to make a claim

The quickest way to get **your** claim to **us** is to visit <https://claims.arclegal.co.uk> and submit **your** claim online. **You** will also find helpful information and FAQs to help **you** on **your** claims journey.

If **you** need assistance, or are unable to complete **your** claim form online, please telephone 0344 770 9000.

**Please note we can only process your claim once your motor insurance claim has been settled or in the event of a non fault claim when six months has elapsed from the claim being settled.**

## Claims conditions

Please note that the following conditions apply to **your** claim and **we** may cancel the policy, refuse to deal with **your** claim, or reduce the amount of the claims payment if **you** ignore them:

- **Process**  
In the event of any incident which may give rise to a claim, **you** must follow the claims procedure detailed in this policy, and **you** must give the **administrator**, at **your** own expense, all the information **we** or they ask for about the claim.
- **We** have the right, at **our** expense and in **your** name, to:
  - Take over the defence or settlement of any claim;
  - Start legal action to get compensation from anyone else; and/or
  - Start legal action to get back from anyone else any payments that have already been made.
- At **our** cost, **you** must help **us** to take legal action against anyone or help **us** defend any legal action if **we** ask **you** to.

## Your Wiser Choice Protect policy

This policy booklet combined with **your confirmation of cover letter** confirms policy cover. In return for payment of the premium **we** agree to insure **you** in accordance with these terms and conditions contained in this booklet. Please note that once **you** have paid **your** premium to Wiser Choice **we** treat it as having been received by **us**.

Telephone **us** on 0330 102 8756 if **you** would like a copy of these terms and conditions in another format such as in large print, braille or audio file.

## Important

Please keep this policy booklet, together with **your confirmation of cover letter**, in a safe place so **you** can read it again if **you** need to. **You** can only take out this insurance if **you** have bought a **motor insurance policy** with Wiser Choice. If **your motor insurance policy** is cancelled for any reason this policy will also be cancelled.

Please check that the information contained in this policy meets **your** requirements. If it does not, please contact Wiser Choice who arranged this insurance for **you**.

## Your insurer

This policy has been arranged by URIS Group Limited and is underwritten AmTrust Europe Limited. AmTrust Europe Limited, Registered Office: 10th Floor Market Square House, St James Street, Nottingham, NG1 6FG, Registered Number: 1229676. AmTrust Europe Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority, financial services number: 202189. These details can be checked on the Financial Services Register at [www.fca.org.uk](http://www.fca.org.uk).

## What is covered

What we will cover	What we will not cover
<p><b>Events</b> During the <b>period of cover</b> and within the <b>territorial limits we</b> will pay up to the maximum limit as detailed in the Benefits section below, for the following:</p> <ol style="list-style-type: none"><li>1. A settled claim on <b>your motor insurance policy</b> where <b>you</b> are unable to recover <b>your excess</b> from a third party and are therefore at fault; or</li><li>2. If <b>your</b> motor insurer deems the claim not <b>your</b> fault and <b>you</b> are unable to recover <b>your excess</b> from the third party within 6 months of the claim being settled.</li></ol>	<p>The policy will not pay out for the following:</p> <ul style="list-style-type: none"><li>• Any amount over and above the maximum limit of £750 in the <b>period of cover</b>.</li><li>• Any <b>excess</b> in respect of glass damage or key excess.</li><li>• Any claim where the <b>excess</b> has been waived or where a third party has reimbursed <b>you</b> or made good any loss or damage in respect of which <b>you</b> have or would otherwise have claimed against <b>your motor insurance policy</b>.</li></ul>

<p><b>Benefits</b> In the event of a valid claim for the above events this policy covers and pays the <b>excess</b> payable under <b>your motor insurance policy</b> up to a maximum of <b>£750</b> in the <b>period of cover</b>.</p> <p><b>Example Benefits</b></p> <p><b>Example A</b> <b>Your motor insurance policy excess</b> is £1,000. <b>We</b> will cover and pay £750, the maximum limit during the <b>period of cover</b>, there is no further benefit due.</p> <p><b>Example B</b> <b>Your motor insurance policy excess</b> is £400. <b>We</b> will cover and pay £400, leaving £350 of the initial £750 maximum limit, allowing <b>you</b> to make further claims for the remainder of the <b>period of cover</b>.</p>	<ul style="list-style-type: none"> <li>• Any claim which occurs whilst the <b>insured vehicle</b> is being used and/or driven off road, on any race track, circuit or other prepared course.</li> <li>• Any claim which has occurred within a country which is not covered by <b>your motor insurance policy</b>.</li> </ul>
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## General Exclusions

- Any direct or indirect consequence of war, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority.
- Any direct or indirect consequence of:
  - Irradiation, or contamination by nuclear material;
  - The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
  - Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.
- Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.

## General conditions

The following conditions apply to **your** policy:

- **Consumer Insurance (Disclosure and Representations) Act 2012**  
This requires **you** to be truthful and take care to give accurate and complete answers to any questions Wisers Choice ask **you** when **you** purchase the policy, if **you** wish to make any changes to it during the **period of cover**, or if **you** make a claim. If **you** do not do so it may mean that **your** policy becomes invalid.

Note that if a claim under this policy is known by **you** to be false in any way, the claim will not be paid and **your** policy will be made void, which means it will be cancelled back to the start date, with no refund of premium. **We** may also inform other insurers and the appropriate law enforcement authorities.

- **Transferring your policy**  
**You** cannot transfer **your** policy to anyone else.
- **Privacy and Data Protection Notice**

### 1. Data Protection

Arc Legal Assistance are committed to protecting and respecting your privacy in accordance with the current data protection legislation ("Legislation"). Below is a summary of the main ways in which we process your personal data, for more information please visit [www.arclegal.co.uk](http://www.arclegal.co.uk)

### 2. How We Use Your Personal Data and Who We Share it With

We may use the personal data we hold about you for the purposes of providing insurance, handling claims and any other related purposes (this may include underwriting decisions made via automated means), research or statistical purposes. We will also use your data to safeguard against fraud and money laundering and to meet our general legal or regulatory obligations.

### 3. Sensitive Personal Data

Some of the personal information, such as information relating to health or criminal convictions, may be required by us for the specific purposes of underwriting or as part of the claims handling process. The provision of such data is conditional for us to be able to provide insurance or manage a claim. Such data will only be used for the specific purposes set out in our Privacy Statement, which is available to view on the website address detailed above.

### 4. Disclosure of Your Personal Data

We may disclose your personal data to third parties involved in providing products or services to us, or to service providers who perform services on our behalf. These may include, where necessary, affinity partners, brokers, agents, third party administrators, reinsurers, other insurance intermediaries, insurance reference bureaus, credit agencies, medical service providers, fraud detection agencies, loss adjusters, external law firms, external auditors and accountants, regulatory authorities, and as may be required by law.

### 5. Your Rights

You have the right to ask us not to process your data for marketing purposes, to see a copy of the personal information we hold about you, to have your data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to ask us to provide a copy of your data to any controller and to lodge a complaint with the local data protection authority.

### 6. Retention

Your data will not be retained for longer than is necessary, and will be managed in accordance with our data retention policy. In most cases the retention period will be for a period of seven (7) years following the expiry of the insurance contract, or our business relationship with you, unless we are required to retain the data for a longer period due to business, legal or regulatory requirements.

**If you have any questions concerning our use of your personal data, please contact The Data Protection Officer, please see website for full address details.**

- **Fraudulent claims or misleading information**

**You** must not act in a fraudulent way. If **you** or anyone acting for **you**:

- fails to reveal or hides a fact likely to influence whether **we** accept **your** proposal, **your** renewal, or any adjustment to **your** policy;
- fails to reveal or hides a fact likely to influence the cover **we** provide;
- makes a statement to **us** or anyone acting on **our** behalf, knowing the statement to be false;
- sends **us** or anyone acting on **our** behalf a document, knowing the document to be forged or false;
- makes a claim under the policy, knowing the claim to be false or fraudulent in any way; or
- makes a claim for any loss or damage that **you** caused deliberately or with **your** knowledge.

If **your** claim is in any way dishonest or exaggerated, **we** will not pay any benefit under this policy or return any premium to **you** and **we** may cancel **your** policy immediately and backdate the cancellation to the date of the fraudulent claim. **We** may also take legal action against **you** and inform the appropriate authorities.

#### **Cancelling your policy**

If **you** decide to cancel **your** Wisser Choice Excess Protect policy, **you** must contact Wisser Choice by:

- Telephone on 0344 800 4317;
- Writing to Wisser Choice at: Europa House, Midland Way, Thornbury BS35 2JX.

#### **Your right to cancel in the cooling off period**

If this is within the first 14 days from the day of purchase or the day on which **you** receive **your** policy documentation, whichever is the later ('cooling off period'), **you** will be entitled to a full refund of the premium as long as **you** have not made a claim and do not intend to make a claim on the policy.

#### **Your right to cancel after the cooling off period**

After the first 14 days no refund of premium will be payable.

#### **Insurer's right to cancel**

This policy runs alongside **your motor insurance policy**, if **your motor insurance policy** is cancelled for any reason this policy will also be cancelled by **us**.

**We** may cancel **your** policy, but only if there is a valid reason for doing so. Valid reasons include, but are not limited to:

- Fraud;
- Non-payment of premium; and/or

- Threatening and abusive behaviour against **our** or the **administrator's** staff.

Where **we** have cancelled **your** policy for the above reasons, no refund of premium will be made.

#### **Other insurance**

If at the time that any claim arises under this policy and there is any other existing insurance covering the same loss, damage or liability, **we** will only pay **our** share.

#### **Law applicable**

Unless some other law is agreed in writing, this policy is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the **United Kingdom** in which **your** main residence is situated.

## **Customer service & complaints**

This complaints procedure does not affect **your** legal rights.

#### **Questions or complaints about the sale of your policy**

If **you** have a question or concern about, or **you** wish to make a complaint about, how **your** policy was sold to **you** (including the information **you** were given before **you** bought the policy), or about the general service **you** received, please in the first instance contact Wisser Choice by:

- Email at [customer.services@europa-group.co.uk](mailto:customer.services@europa-group.co.uk);
- Telephone on 0344 800 4317;
- Writing to Wisser Choice at: Europa House, Midland Way, Thornbury BS35 2JX.

#### **Questions or complaints about your policy or the handling of your claim**

The aim is to provide **you** with a high quality service at all times. Every effort will always be made to sort out any enquiry or problem that **you** may have. If **you** have any questions or concerns about **your** policy or the handling of a claim **you** should, in the first instance, contact:

- Email at [customerservice@arclegal.co.uk](mailto:customerservice@arclegal.co.uk)
- Telephone on 01206 615000;
- Writing to the **administrator** at: Arc Legal Assistance, PO Box 8921, Colchester, CO4 5YD.

If **you** remain dissatisfied after **your** complaint has been considered, **you** may have the right to refer **your** complaint to the Financial Ombudsman Service, by:

- Email at [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk);
- Telephone on 0800 0234 567 from a landline or 0300 1239 123 from a mobile;
- Writing to: The Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London E14 9SR;
- Web: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

Further details will be provided at the appropriate stage of the complaints process. None of the above affects **your** statutory rights.

#### **Online Dispute Resolution Portal**

If You have purchased the insurance policy online, You may also raise Your complaint via the Online Dispute Resolution Portal at <http://ec.europa.eu/consumers/odr/>. This will forward Your complaint to the correct Alternative Dispute Resolution scheme. For insurance complaints in the UK this is the Financial Ombudsman Service. However, this may be a slower route for handling Your complaint than if You contact the Financial Ombudsman Service directly.

#### **Financial Services Compensation Scheme**

AmTrust Europe Limited is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme, if AmTrust Europe Limited cannot meet its obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. **You** can get more information about compensation scheme arrangements from the FSCS or visit [www.fscs.org.uk](http://www.fscs.org.uk).

## **Definitions**

Certain words throughout this booklet are defined words and are shown in **bold**. These are listed and defined below.

### **Accident**

A sudden and unexpected event involving a vehicle in a road traffic incident which happens by chance and causes loss, injury or death.

### **Administrator**

URIS Group Limited at Quay Point, Lakeside Boulevard, Doncaster, South Yorkshire, DN4 5PL. **We** have appointed URIS Group Limited to administer **your** policy and Arc Legal Assistance Limited handle claims. URIS Group Limited is authorised and regulated by the Financial Conduct Authority number 307332.

### **Confirmation of cover letter**

The document which forms part of the motor insurance contract alongside which **you** have bought this policy. It contains **your** name and address and details of the **insured vehicle**.

### **Excess**

The amount which **you** are required to pay under the terms and conditions of **your motor insurance policy** following a claim on that policy.

### **Insured vehicle**

A private car or commercial vehicle which **you** are insured to drive under the **motor insurance policy**.

### **Motor insurance policy**

The Wisser Choice motor insurance policy that has been issued to **you** for the **insured vehicle**.

### **Period of cover**

Cover under this policy will run alongside **your motor insurance policy** for a maximum of 12 months. If **you** arranged this policy after the start date of **your motor insurance policy** cover will be provided from the date **you** bought it and will end on the expiry date of **your motor insurance policy**, as detailed on **your confirmation of cover letter**.

### **Territorial limits**

This policy only provides cover within the **United Kingdom**, unless cover on the **motor insurance policy** has been agreed to extend to Europe by Wisser Choice.

### **United Kingdom**

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

### **We/us/our/insurer**

Arc Legal Assistance on behalf of AmTrust Europe Limited.

### **You/your**

The person named as the policy holder and any other named drivers in the **motor insurance policy**.