

Be Wiser Accidental Death Insurance Policy

Importance note:

- This is not a life, healthcare or income protection insurance policy.
- This insurance only provides cover for death as a direct result of an accident. It does not provide cover for death caused by illness or disease.
- Please keep this document and the schedule in a safe place with your other important documents, as it will be needed to make a claim.

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1. Who we are and our regulatory status

A number of organisations are involved in the provision of this insurance policy to **you**.

1) *This insurance is arranged by Be Wiser Insurance Services Limited.*

Barrett House, Savoy Close, Andover Hants SP10 2HZ. Registered in England with Company Number: 6097813. Be Wiser Insurance Services Limited is authorised and regulated by the Financial Conduct Authority Number: 465471.

2) *The policy administrator is URIS Group Limited.*

Quay Point, Lakeside Boulevard, Doncaster, South Yorkshire, DN4 5PL. Registered in England and Wales with Company Number: 2461657. URIS Group Limited is authorised and regulated by the Financial Conduct Authority Number: 307332.

3) *The insurer is AmTrust Europe Limited.*

Market Square House, St James Street, Nottingham NG1 6FG. Registered in England number 1229676. AmTrust Europe Limited is Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FCA) and the Prudential Regulation Authority with Firm Reference Number: 202189

4) *Claims are managed by Arc Legal Assistance Limited who also manage the arrangement overall.*

The Gatehouse, Lodge Park, Lodge Lane, Colchester, CO4 5NE. Registered in England and Wales with Company Number: 4672894. Arc Legal Assistance Limited is authorised and regulated by the Financial Conduct Authority Number: 307332.

You can check our FCA registration by visiting the FCA website: www.fca.org.uk/register.

2. Policy administration and making a claim

Policy administration

If **you** have any questions or want to make any changes to this insurance please contact: URIS Group Customer Services

Telephone: **0330 018 2332** (9am and 5pm Monday to Friday (excluding public and bank holidays.)

E-mail: customercontactteam@urisgroup.co.uk

Write to: PO Box 1189 Doncaster, South Yorkshire, DN1 9PR.

Please note:

- When writing or sending an email, please help **us** by quoting **your** policy number. **You** can find this on **your** policy schedule.
- For email correspondence any details **you** submit will not be secure whilst being submitted.
- For **our** joint protection telephone calls may be recorded and/or monitored.

To make a claim

Please see 'How to make a claim' section of this policy booklet.

3. Your cancellation rights

You have the right to cancel **your** insurance within 30 days from the day of purchase or the day on which **you** receive **your** policy documentation, whichever is the later.

If **you** cancel during this period, **you** are entitled to a full refund of the premium paid. If **you** have made a claim and then cancel within this period, no refund of the premium will be made.

To cancel, please contact URIS Group Customer Services:

Telephone: **0330 018 2332** (9am and 5pm Monday to Friday (excluding public and bank holidays. Telephone calls may be recorded and/or monitored)

E-mail: customercontactteam@urisgroup.co.uk

Write to: PO Box 1189 Doncaster, South Yorkshire, DN1 9PR.

If **you** do not cancel in this period, **your** insurance will continue in force and **you** must pay the monthly premium.

For **your** cancellation rights outside the statutory cooling-off period, please see the 'When this insurance will end' section.

4. Your Accidental Death Insurance policy

Thank **you** for choosing this insurance.

This policy booklet sets out the terms of this insurance cover. It tells **you** all **you** need to know about **your** Accidental Death Insurance. Details of the amount payable is shown in **your** current policy schedule.

Please read this policy booklet and **your** policy schedule and familiarise yourself with the cover provided by this insurance and all the terms, conditions and exclusions that apply.

Please keep them in a safe place and make sure a relative or close friend knows where to find them.

If any of the details on **your** current policy schedule are incorrect or **you** need to advise **us** of any of the changes listed in the 'Changes **we** need to know about' section, please contact **us** straightaway and **we** will send **you** new policy documents with the correct details.

The contract of insurance

This policy booklet and **your** policy schedule form the contract of insurance between **you** and **us**. Please read them and keep them safe.

In return for payment of **your** premium and subject to the terms, limitations and exclusions of this contract **we** will pay the benefit shown on **your** current policy schedule that apply at the time of the **your accident**.

If **you** do not comply with the terms and conditions of the contract of insurance, **you** may not be entitled to make a claim.

What this insurance does

If **you** have an **accident** in which **you** suffer **bodily injury** that directly results in **your** death this insurance will pay the benefit to **your** estate.

We explain what **we** mean by '**accident**' in the 'What we mean by certain words' section of this policy booklet. The details of the cover, terms and conditions and exclusions can be found in the 'Your cover' section.

We will pay any benefit due regardless of whether **you** are also covered by any other insurance.

What this insurance does not do

This insurance is not a life, healthcare or income protection insurance policy. It does not provide cover or pay a benefit in the event of death caused by illness or disease.

Full details of the cover, terms and conditions and exclusions can be found in the 'Your cover' section.

5. What we mean by certain words

Where **you** see the following words they have the following specific meanings and are shown on **bold type**:

'Accident'	means a sudden, single, unexpected, unforeseen, identifiable and unintentional incident that occurs at an identifiable time and place.
'Bodily injury'	means identifiable physical injury caused by the accident . It does not include any sickness, disease, bacterial or viral infection (unless this is a direct result of an accidental bodily injury), naturally occurring condition or degenerative process.
'Doctor'	means a qualified medical practitioner or specialist (other than you or a member of your family).
'Main residence'	means that you permanently resident within the UK for at least 40 weeks in any 52 week period whilst the cover is in force. Please see the 'What happens if you live outside the United Kingdom' Section for more details.
"UK"	means England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man.
'We', 'us' and 'our'	means Arc Legal Assistance Limited on behalf of AmTrust Europe Limited.
'You' and 'your'	means the person who has been accepted by us for insurance, has paid or agreed to pay the premiums and is named on the current policy schedule as policyholder.

6. What are you covered for?

If **you** have an **accident** in which **you** suffer **bodily injury** and which directly results in **your** death, **we** will pay the benefit shown in the 'Your cover' section of the policy booklet. **We** will only pay a claim for an **accident** that happens after the start of **your** cover.

Please read the following examples to help **you** understand the cover this Accidental Death insurance policy provides. **We** tell **you** whether a claim would be successful or not and explain how and why **we** reached this decision.

Example 1 - accident causing death – claim payable

Whilst driving Mr Smith skidded on ice and crashed his car. Unfortunately, Mr Smith later died due to **bodily injury** caused by the car crash.

After confirming that death was a direct result of the **accident** and none of the cover exclusions applied the benefit was paid.

Example 2 - death due to an illness – claim not payable

Whilst driving, Mrs Green suffered a stroke and crashed her car. She was not seriously injured in the **accident** but unfortunately she did not recover from the stroke and died.

The claim was not paid because Mrs Green's death was a direct result of the stroke not the **bodily injury** from the car crash.

Example 3 - illness causing an accident – claim payable

Whilst driving, Mr Patel suffered a stroke and crashed his car resulting in serious injuries. The medical team confirmed the stroke was quite mild and he could have made a full recovery, however, unfortunately, Mr Patel later died from his injuries caused by the car crash.

After confirming that death was a direct result of the **bodily injury** suffered in the **accident** and none of the cover exclusions applied the benefit was paid.

If **you** have any questions about any of the information in this section or would like to talk to **us** about a specific medical question please call URIS Group Customer Services on **0330 018 2332**.

7. Am I eligible for this insurance?

You must make sure **you** can answer 'yes' to all of the following statements at the start of and throughout the period of **your** insurance.

If **you** answer 'no' to any of the following statements **you** must contact **us** straight away as **you** are not eligible for this insurance and this may affect entitlement to claim.

- I am aged 18 years or over and under 81 years old
- My **main residence** is in the UK

8. Important Notice – Information and changes we need to know about

You must take reasonable care to provide complete and accurate answers to the questions **we** ask when **you** take out and make changes to **your** policy. Please read any assumptions carefully and confirm if they apply to **your** circumstances. Keeping **your** details up to date is really important. **We** need to be told whenever any of the following occur:

- Any information on **your** current policy schedule changes.
- **Your main residence** is no longer in the UK.
- **You** reach age 81.
- **You** die.

When **you** inform **us** of a change, **we** will tell **you** if this affects **your** policy, for example whether the change will result in revised terms and/or premium being applied to **your** policy or **we** can no longer insure **you**.

If **you** fail to provide complete and accurate information **we** may:

- cancel **your** insurance (please see the 'When this insurance will end' section for more information);
- refuse to pay any claim; or
- not pay any claim in full or the extent of the cover may be affected.

9. What happens if you live outside the United Kingdom?

The benefit will not be paid for an **accident** which happens to **you** that is covered under the terms of his policy if at the date of the **accident** **you** have been outside the **United Kingdom** for more than 12 weeks in total in the preceding 52 week period. Cover will end cease on the last day of the twelfth (12th) week. If this happens please contact Uris Group as detailed under the 'Policy administration and making a claim section' of this policy booklet.

10. What happens if the effects of the accident are made worse by sickness or disease?

If the effects of an **accident** are made worse because **you** already have a sickness, disease, naturally occurring condition or injury, then **we** will ask a **doctor** to assess the effects that the sickness, disease, naturally occurring condition or injury had on **your accidental** death. **We** will reduce the benefit by an amount decided by the **doctor** to take this into account.

11. Your cover

What is covered

We will pay the £30,000 benefit if, as a direct result of an **accident** and independently of any other cause, **you** die within 24 months of the **accident** as a direct result of the **bodily injury** sustained.

To help **you** understand what **we** mean by an '**accident**' and '**bodily injury**' please refer to the 'What we mean by certain words' section earlier in this policy booklet.

Disappearance

If **you** disappear and, after looking at all available evidence in respect of **your** disappearance, **we** are satisfied that **your** disappearance can be presumed to be due to **your** death as the direct result of **bodily** injury in an **accident**, **we** will pay the benefit of £30,000 as shown on **your** current policy schedule. If at any time **you** are subsequently found to be living the payment must be refunded to **us**.

What is not covered

1. **We** will not pay any claim caused by:
 - illness or disease unless this is a direct result of the **accident**;

- known side effects where medicines are taken correctly under medical supervision or guidance;
 - medicines taken incorrectly;
 - medicines for treating drug addiction;
 - known risks of death associated with a medical or surgical procedure.
2. **We** will not pay any claim resulting from **your**:
 - suicide or deliberate self-inflicted injury;
 - reckless and deliberate exposure to known danger(except in an attempt to save human life);
 - use of drugs;
 - consumption of alcohol to an extent that **you** suffer mental or physical impairment which causes the **accident** or results in **you** doing something **you** would not normally do without the influence of alcohol;
 - participation in or acting as an accessory to any crime or attempted crime.
 3. **We** will not pay any claim resulting from **you** being in control of a motor vehicle and:
 - acting in a dangerous or reckless manner; or
 - drink or drug driving.
 4. If **your** claim is in any way dishonest or exaggerated **we** will not pay any benefit under this insurance or return any premium to **you** and **we** may cancel the insurance immediately and backdate the cancellation to the date of the fraudulent claim. **You** will have to return any benefits already paid in relation to the claim. **We** may also take legal action against **you**.
 5. **We** will not pay for any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event:
 - (a) war, invasion, act of foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power.
 - (b) any action taken in controlling, preventing, suppressing, or in any way relating to, (a) above.
 6. **We** will not pay for any claim directly or indirectly caused by ionising radiation or radioactive contamination from nuclear waste or the radioactive, toxic, explosive or other dangerous properties of explosive nuclear equipment.

12. How to make a claim

It is important to register the claim as soon as reasonably possible. Failure to notify a claim in a reasonable time may result in the rejection of the claim if it is made so long after the event that the claim cannot be investigated fully or determined to be as a result of an **accident**

The quickest way to get a claim to us is to visit: <https://claims.arclegal.co.uk> and submit the claim online.

If the person claiming needs assistance, or are unable to complete the claim online, please telephone **0344 770 9000** between 9am and 5.30pm Monday to Friday (excluding public and bank holidays – calls may be recorded).

Please quote the policy number when calling.

Supporting Information

- **We** will require a claim form to be completed and returned to **us**.
- **We** may also ask for consent to enable **us**, where applicable, to contact **your doctor**, the hospital or other healthcare provider or professional that may have treated **you**. To do this **we** will ask for a Consent Form to be completed and returned to **us**.
- For death claims **we** will require Grant of Probate or Letters of Administration to confirm entitlement to receive the payment before releasing the funds. **We** will not pay for the cost of obtaining or providing these documents.
- Depending on the circumstances of the **accident we** may also ask for additional contact information, for example if:
 - the injury occurred at work **we** may ask for the **insured person's** employment details (name and address and payroll number), or
 - if the injury was sustained as a direct result of a crime **we** will ask for details of the investigating officer.

The type of information and evidence **we** need will depend on the circumstances of the claim. In all case **we** will only ask for information which is relevant to the claim, the treatment an **insured person** received or their previous medical history.

If the information supplied is insufficient the claims handler will identify what further information is required to assess the claim.

Who will we pay the claim to

Claim benefit payments will be made directly to the executor(s)/administrator(s) of **your** estate. There is no provision under this insurance to direct where payment is made.

Once **we** have paid the benefit it shall discharge **us** from any further obligation under this insurance.

We will ask for Grant of Probate or Letters of Administration to confirm entitlement to receive the payment before releasing the funds. Please see "Supporting information **we** may request" above.

13. Payment of premium

The policy premium is payable monthly and the amount is shown on **your** current policy schedule. It is due on the first premium due date, as advised to **you** in 'Your Direct Debit Instruction Confirmation' letter, and then on the first working day of each month thereafter unless specified otherwise. If **you** do not pay the first premium, the insurance will not be valid.

Cover begins on the effective date shown on **your** current policy schedule, and **your** monthly period will continue for each full month thereafter. For example; if **your** effective date is 10th March, each monthly period will start on the 10th of the month and run until the 9th of the following month.

Unpaid premiums

If at any time **you** do not pay **your** premium when it is due, **we** will write to **you** and allow **you** 30 days to pay the outstanding premium.

If **you** do not pay two (2) consecutive months premium **your** insurance policy will be cancelled and **you** will get no premium refund. **We** will let **you** know if **we** cancel **your** insurance due to non-payment of premiums.

If a claim is made during the period when the premium remains unpaid, **we** will deduct the unpaid premium from any claim amount. No claim will be able to be made after **your** insurance is cancelled.

14. Changes we can make to premium, cover and/or terms and conditions

1. **We** can, after taking a fair and reasonable view, make changes to **your** premium, policy cover and/or terms and conditions of insurance to reflect changes in:

- **our** expectation of the future cost of providing cover;
- **our** expectation of the future costs of administering **your** insurance.

These changes will be notified to **you** in writing at least 60 days before they become effective. Premiums and/or policy cover may go up or down but **we** will not recoup past losses. If any change is made **we** will not make another for at least 6 months.

2. Additionally, **we** can, at any time and after taking a fair and reasonable view, make changes to:

- **your** premium, cover and/or terms and conditions of insurance to reflect changes (affecting **us** or **your** insurance) in the law or regulation or the interpretation of law or regulation, or changes in taxation;
- **your** cover and/or terms and conditions of insurance to reflect decisions or recommendations of an Ombudsman, regulator or similar person, or any code of practice, with which **we** intend to comply;
- **your** cover and/or terms and conditions of insurance in order to rectify any mistakes that may be discovered or to make **your** insurance clearer and fairer to **you**.

These changes (together with the reasons for such changes) will be notified to **you** in writing at least 60 days in advance and there is no minimum period between changes.

Upon receiving notice of any changes or proposed changes, **you** may cancel cover if **you** are unhappy with the change or proposed changes.

15. When this insurance will end

The cover provided by this insurance will end immediately if any of the following happen:

- **you** reach 81 years of age; or
- **your main residence** is no longer in the **UK**; or
- **you** die.

If **your** insurance ends for any of the reasons above **you** will be entitled to a refund of any premium that has been paid after that event happens. If any premium is due up to the date the insurance ends it will be collected on the date outlined in **your** cancellation letter.

The right to cancel

Time for you to reconsider after you apply (“cooling off period”)

If **you** decide that **you** do not want this insurance after all, simply contact

URIS Group Customer Services

Telephone: **0330 018 2332** (9am and 5pm Monday to Friday (excluding public and bank holidays. Telephone calls may be recorded and/or monitored)

E-mail: customercontactteam@urisgroup.co.uk

Address: PO Box 1189 Doncaster, South Yorkshire, DN1 9PR.

within 30 days of receiving this policy booklet and all cover will be cancelled. **You** will be entitled to a full refund of the premium paid provided no successful claim has been made.

Your right to cancel after the ‘cooling off period’

You can cancel cover at any time following the “cooling off period” as detailed above, however there will be no refund of any premium paid, cover will end at the end of the monthly period for which premium has been paid. If any premium is due up to the date of cancellation it will be collected on the date outlined in **your** cancellation letter.

Our right to cancel

We may make changes to this insurance and **your** premium that are reasonable. **We** may cancel this insurance policy at any time by giving **you** 30 days’ notice if a substitute plan is available. If there is no substitute plan **we** will provide **you** with 90 days written notice. Notice of cancellation will be provided to **you** in a durable medium (either by email or in writing at **your** last known contact address).

Termination by **us** will not affect **our** liability to **you** for events occurring during the period that the insurance was in force which may give rise to a valid claim.

16. Complaints Procedure

It is the intention to give the best possible service but if there are any questions or concerns about this insurance or the handling of a claim please follow the complaints process below:

Sale of your policy

If **you** have a question or concern about, or **you** wish to make a complaint about the sale of **your** policy (including the information **you** were given before **you** bought the policy) please write to:

Customer Care Manager

Be Wiser Insurance

Barrett House

Savoy Close

Andover, Hants SP10 2HZ

Telephone **0333 999 0838**

E-mail customer.care@bewiser.co.uk.

Policy administration

If **you** have any questions or a complaint about the administration handling of **your** policy, **you** should write to

URIS Group Ltd
Customer Relations Team
PO Box 1193
Doncaster, DN1 9PW
Telephone: **0330 018 2332** (Between 9am and 5pm, Monday to Friday excluding public and bank holidays. All calls are recorded for training, compliance and claims purposes).
E-mail: customer.relations@urisgroup.co.uk.

Please ensure your policy number is quoted in all correspondence to assist a quick and efficient response.

Claims service

If **you** have any questions or complaints about the handling of **your** claim **you** should write to:

Arc Legal Assistance Ltd
PO Box 8921
Colchester CO4 5YD
Telephone: **01206 615000**
E-mail: customerservice@arclegal.co.uk.

If we have provided **you** with our final response and **you** are still unhappy, or more than eight weeks has passed from when we received **your** original complaint and **you** are not satisfied with the delay, **you** may refer **your** complaint to the Financial Ombudsman Service who can review complaints from 'eligible complainants'. The address is:

The Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London, E14 9SR.
Telephone Number: **0800 0234 567** or **0300 123 9123** from a mobile.
Further information can be found on their website: www.financial-ombudsman.org.uk/default.htm.

The above complaints procedure is in addition to **your** statutory rights as a consumer and does not affect any legal right **you** have to take action against us. For further information about **your** statutory rights, contact **your** local authority Trading Standards Service or Citizens Advice Bureau.

17. General Information

Use of language

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be in English.

Choice of law

The law of England and Wales will apply to this contract unless:

1. **you** and **we** agree otherwise; or
2. at the effective date of the contract **you** are a resident of Scotland or Northern Ireland, in which case (in the absence of agreement to the contrary) the law of that country will apply.

Customers with disabilities

This policy and other associated documentation is also available in large print, audio and Braille. If **you** require any of these formats please contact URIS Group as described in the 'Policy administration and making a claim' Section.

Fraud prevention and detection

In order to prevent and detect fraud **we** may at any time:

- share information about **you** with other organisations and public bodies including the police;
- undertake credit searches and additional fraud searches;
- check and/or file **your** details with fraud prevention agencies and databases, and if **you** give **us** false or inaccurate information and **we** suspect fraud, **we** will record this.

We can on request supply further details of the databases **we** access or contribute to.

Financial Services Compensation Scheme

AmTrust Europe Limited (the insurer) is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme, if they cannot meet their 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.

Interest value on amounts payable

We will not pay interest on any amount payable.

Surrender/Cash-in Value

This insurance has no cash-in value or surrender value.

Sanctions

We will not provide any cover or be liable to pay any claim or provide any amount under this policy to the extent that this would expose **us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

Transferring the policy

You cannot transfer the cover or benefits of this insurance policy to anyone else or sell the rights or benefits.

18. Data Protection – Privacy Notice

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.

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.

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.

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.

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.

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.