

Van Insurance



Legal Expenses Insurance

Policy Wording



Van Insurance

Customer Services Department:	0845 683 0741
Renewals Department:	0845 683 0741
To report an incident or theft:	0845 683 0695
To repair or replace your windscreen:	0800 316 8316

IMPORTANT ADVICE

If you are involved in an accident, remember to write down as many details as possible, including the names and addresses of anyone who may have seen the accident.

www.youchooseinsurance.co.uk

YouChoose Van

PO Box 451, Bristol BS35 4ZQ



Bike
Insurance



Car
Insurance



Home
Insurance

YouChoose Van Insurance Policy

INTRODUCTION TO YOUCHOOSE VAN

YouChoose Van has been created to offer flexible insurance solutions to customers who want the freedom to choose the cover that is right for them. You choose the optional extras you need and YouChoose Van will provide you with the insurance you want.

YouChoose Van is part of the YouChoose insurance family.

Visit www.youchooseinsurance.co.uk and simply click and buy online. Should you need to talk to YouChoose Van, our UK based call centre is on hand to assist with any enquiries.

YouChoose Van is a trading style of Commercial Vehicle Direct Insurance Services Limited. Authorised and regulated by the Financial Services Authority No. 302216. Registered in England and Wales. No. 04137311. Registered Office: MMT Centre, Severn Bridge, Aust, Bristol BS35 4BL. VAT No. 851 1469 32

PLEASE KEEP THIS POLICY IN A SAFE PLACE.

You may need to refer to it if you make a claim. You must tell YouChoose Van about changes which affect your policy and which have occurred either since the policy started or since the last renewal date. If you are not sure whether certain facts are relevant please contact YouChoose Van immediately. If you do not tell YouChoose Van about relevant changes, your policy may not be valid or the policy may not fully cover you.

THE FINANCIAL SERVICES COMPENSATION SCHEME

You may be entitled to compensation from the scheme if either YouChoose Van or your insurance company cannot meet their obligations. This depends on the type of business and circumstances of the claim.

Insurance advising and arranging is covered for 100% of the claim without any upper limit. Other classes of insurance are covered for 90% of the claim with no upper limit.



**Van
Insurance**

Legal Expenses Insurance

Arranged by Angel Assistance Ltd

DEFINITIONS:

Each of the words or phrases listed below will have the same meaning wherever they appear in bold in this insurance:-

Another Party: The person **You** allege to be responsible for the **Qualifying Accident** or a person or organisation which is responsible in law for such a person.

Another Party's Costs: Legal Costs which an **Insured Person** is ordered by a Court to pay to **Another Party** or which are agreed by **Us** in a negotiated settlement.

Approved Charges: Liabilities, including interest, incurred by an **Insured Person** under schemes **We** have approved for the provision of services reasonably required as a consequence of a **Qualifying Accident** and where **We** have consented in advance to such services being provided.

Approved Lawyer: A Solicitor, Counsel, or **Claims Handler** whom **We** approve, appointed under the terms and conditions of this **Policy** to pursue the **Claim**.

Approved Service Provider: HAS Accident Management Solutions Ltd trading as Hephire.

Claim: An **Insured Person's** claim for compensation resulting from a **Qualifying Accident**.

Insured Person: **You** and any other person authorised by **You** to drive or to be a passenger in or on the **Insured Vehicle**.

Insured Vehicle: Any motor vehicle **You** own or for which **You** are legally responsible including any caravan or trailer properly constructed to be towed by such vehicle and attached to it by normal means.

Legal Costs: Legal Costs and disbursements of civil proceedings limited to amounts which are or would be allowed on a detailed assessment where costs are payable by one party to another under the Civil Procedure Rules or any other rules which replace them from time to time.

Limit of Indemnity: In respect of each **Qualifying Accident** up to the sum of £100,000.

Participating Agent: The insurance intermediary, firm or company who are authorised to sell this **Policy** to **You** on behalf of **Us** and the **Underwriters**.

Period of Insurance: The period of cover not exceeding 12 months shown in the Schedule of cover.

Policy: This **policy** of insurance.

Premium: The payment which is required to be paid to the **Participating Agent** or **Us**, by **You** for the **Insured Person** to obtain benefit of this **Policy**. Such amount is to be made by **You** in a single payment and is to be received by the **Participating Agent** or **Us** within 14 days of the date of issue of the **Policy**, save that the **Participating Agent** or **We** may, at their absolute discretion, waive **Your** obligation to pay.

Prospects of Success: The likelihood that a **Claim** will result (whether by court order or negotiation) in an **Insured Person** receiving an award of compensation which (after taking into account the likely contributions to be made to **Your Costs** by **Another Party**) is more than the cost of pursuing it. Reasonable prospects considered as a 51% or better chance of success.

Relevant Occurrence: A potential **Qualifying Accident**.

Qualifying Accident: An accident occurring within the **Territorial Limit** during the **Period of Insurance** which causes loss or damage to an **Insured Vehicle** or its contents or death or injury to an **Insured Person**, which **We** reasonably believe could be shown to have been caused to a greater extent by the fault of **Another Party** than by the fault of the **Insured Person** except for a **Policy Claim** for **Approved Charges** in which case **We** must reasonably believe it could be shown to have been caused solely by **Another Party**.

Territorial Limit: Any member state of the European Union (excluding Bulgaria, Lichtenstein, Lithuania, Poland and Romania), Switzerland or Norway except where the **claim** is for **Approved Charges**, in which case it is the United Kingdom of Great Britain and Northern Ireland (excluding the Channel Islands or the Isle of Man).

Underwriters: IGI Insurance Company Limited.

We, Us, Our: Angel Assistance Limited of Redmond House, Fern Court, Bracken Hill Business Park Peterlee, Co Durham, SR8 2RR acting on behalf of the **Underwriters**.

You, Your: The person named as the Policyholder in the Schedule of cover.

Your Costs: **Legal Costs** of pursuing the **Claim** (before or after the issue of proceedings), reasonably incurred with the **Approved Lawyer** and with **Our** prior written consent.

WHAT IS INSURED

(subject to the terms and exclusions of this **Policy**) **We** agree to indemnify an **Insured Person** for

(i) **Approved Charges** when they are required to pay them if not by then recovered from **Another Party**;

(ii) **Your Costs** which, after using reasonable endeavours, are not recovered from **Another Party**;

and

(iii) **Another Party's Costs**.

All subject to the terms and conditions of this **Policy** and the **Limit of Indemnity**.

WHAT IS NOT INSURED

1. A **Policy Claim** where any of the following apply:

a) at the time of the **Qualifying Accident** the **Insured Vehicle** was being driven in circumstances constituting a criminal offence (whether or not prosecution ensued) and **We** consider that the **Claim** has been prejudiced as a result;

or

b) one **Insured Person** wishes to **claim** against another;

or

c) the **Insured Person's** motor insurer repudiates the motor **policy** covering the **Insured Vehicle** or refuses indemnity;

or

d) the **Insured Person** in **Our** reasonable opinion prejudices any **Claim**;

or

e) the **Insured Person** unreasonably fails to accept the advice of the **Approved Lawyer**.

2. Any liabilities incurred by an **Insured Person** arising from a **Claim** or counterclaim against them whether or not resulting from a **Qualifying Accident** (this is either the responsibility of the **Insured Person** or their motor insurer).

3. Any liabilities that can be recovered under any other insurance.

4. Fixed penalties, fines and punitive damages awarded against an **Insured Person**.

5. **Approved Charges** where **Another Party** is not insured against **Your Claim**, or where, although **Another Party** has insurance, his insurer is not contractually or otherwise obliged to indemnify him in respect of **Your Claim**.

6. The cost of any repairs to, cleaning of or replacement tyres for, any replacement vehicle hired from the **Approved Service Provider**.

GENERAL CONDITIONS

For the purpose of these conditions any reference to **You** or **Your** shall be deemed to include any **Insured Person**.

1. YOU MUST

a) observe all the terms and conditions of this **Policy** as a condition precedent to **You** being entitled to any indemnity;

b) notify **Us** within 90 days of the **Relevant Occurrence** and promptly provide **Us** (in writing if requested) with full details of both it and, if **You** wish to make one, the **Policy Claim**;

c) take reasonable steps to minimise the amount claimed under this **Policy**;

d) notify **Us** immediately in writing if;

(i) **Your** address changes

or

(ii) **You** become aware that as a result of the

Qualifying Accident, civil or criminal legal proceedings may be issued against **You**;

- e) send **Us** or the **Approved Lawyer** all letters, notices and communications **You** receive regarding the **Claim**;
- f) comply fully with the terms and conditions of the agreement with the **Approved Service Provider** and co-operate with them, **Us** and the **Approved Lawyer**;
- g) disclose to **Us** promptly all information **We** request concerning the **Claim** and instruct the **Approved Lawyer** to do the same;
- h) have **Your Costs** or **Another Party's Costs** taxed, assessed or audited, if requested to do so;
- i) tell **Us** or the **Approved Lawyer** at once of all offers **You** receive to settle all or part of the **Claim** and not accept any offer without **Our** written consent;
- j) attend Court if requested to do so;
- k) always act in good faith with **Us**, any **Approved Lawyer** and the **Approved Service Provider**;
- l) pursue diligently both the **Claim** and a **claim** for **Your Costs**;
- m) do and instruct the **Approved Lawyer** to do anything else **We** may reasonably require;
- n) pay **Us** any monies **You** receive in respect of sums which **We** have paid under the terms of this **Policy** and, but only in the event that the Approved Lawyers do not refund it to **Us**, any monies paid on account of **Your Costs** in excess of **Your Costs** paid by **Another Party**, from any other sums **You** receive.

2. WE MAY

- a) even before;
- (i) full and final settlement of a **Claim**
- or
- (ii) any payment is made hereunder,
- or
- (iii) after payment of a sum pursuant to clause 2

- c) exercise all rights and causes of action accruing to **You** and take over and conduct in **Your** name the prosecution, pursuit or settlement of any **Claim** and/or the defence of any **claim** made against **You** arising out of a **Qualifying Accident**;
- b) refuse any further indemnity if **You** do not accept what is a reasonable offer to settle a **Claim**;
- c) pay **You** all or part of the amount of a **Claim** and if so, **We** may choose whether or not to pursue recovery of that sum;
- d) cancel this insurance by giving **You** 14 days written notice and refund an appropriate proportion of the **Premium**; this will not affect any Claims being handled by the **Approved Lawyer** before cancellation;
- e) settle a **Claim** on such terms as **We** consider fit even if this means that **You** are unable to pursue losses arising from the **Qualifying Accident** if:
 - (i) **You** fail to give instructions to **Us** or the **Approved Lawyer** despite three written requests;
- or
- (ii) **You** default in one of the situations set out in Condition 3. below;
- f) at **Our** discretion enter into arrangements with an **Approved Lawyer** under which they may render and **We** will pay interim bills in respect of **Your Costs**.

3. REFUSING INDEMNITY

If:

- a) **You** do not comply with the conditions of the **Policy**; or
- b) **We** consider that **You** have misled **Us**, the **Approved Lawyer** or the **Approved Service Provider**; or
- c) **We** reasonably consider that **You** have failed to disclose any material facts; or
- d) **You** become bankrupt or are unable to give instructions for any other reason; **We** shall be entitled to refuse indemnity under this **Policy** or, in the case where a default

under a), b) or c) above relates only to a single **Qualifying Accident**, to refuse indemnity for that **Qualifying Accident**. **We** shall write to **You**, giving **You** reasons. **You** shall immediately pay **Us** for any liabilities **We** have incurred or which **We** consider **We** will incur; **We** shall be released, as between **You** and **Us**, from any obligation to make any, or any further, payment on **Your** behalf.

4. INSUFFICIENT PROSPECTS OF SUCCESS

If at any time **We** consider a **Claim** has insufficient **Prospects of Success** or **Your** interests can be better served by other means **We** shall write to **You** explaining **Our** decision and **We** will not be required to make any further payment in respect of **Legal Costs**. If there is no barrister's opinion which supports **Our** view then within seven days of receiving **Our** letter **You** may write asking **Us** to obtain one at **Your** expense. If that opinion does not support **Our** view **We** will continue the indemnity for **Legal Costs** and pay the cost of the opinion.

5. ADDITIONAL CONDITIONS APPLICABLE TO CLAIMS FOR LEGAL COSTS

Representation

- (a) **We** have the right to make investigations into the case.
- (b) **We** also have the right to negotiate and settle the **Claim**, in the **Insured Person's** name, before an **Approved Lawyer** is instructed.
- (c) Where appropriate **We** will pass the **Claim** to an **Approved Lawyer** to be dealt with.

They will be instructed in the name of the **Insured Person** and may negotiate and settle the **Claim** on their behalf.

- (d) Where Legal Proceedings are necessary or where it is otherwise required, the **Approved Lawyer** will be a solicitor chosen by **Us**. If **You** wish to appoint **Your** own solicitor, **We** will only accept that appointment if the request is made in writing to **Us** and **We** are satisfied that the solicitor is able to deal with the case. They must sign **Our** Non-panel Solicitor Terms and Conditions and have a duty to minimise the costs of any **Claim** and/or Legal Proceedings. Once **Your** chosen

solicitor has been approved by **Us**, they will become the **Approved Lawyer** subject to the terms and conditions of this **Policy**. Indemnity under this **Policy** to **Your Approved Lawyer** will only commence when the need arises for proceedings to be issued and then only with **Our** acceptance. **You** must not change the **Approved Lawyer** without **Our** prior written consent. This condition is subject to any rights of the Insured under regulation 6 of the Insurance Companies (Legal Expenses Insurance) Regulations 1990, where applicable.

Any dispute arising from the **Insured Person's** choice may be referred to arbitration as set out in Clause 6.

- (e) There will only be a transfer of representation to another **Approved Lawyer** if there is a good reason to do so.

6. ARBITRATION

If there is a dispute between **You** and **Us**, relating to this **Policy**, either side may refer it to the arbitration of a single arbitrator who will be either a solicitor or a barrister, to be agreed between **Us**; failing agreement, the Law Society shall name an arbitrator whose decision shall be final and binding on both sides. The arbitration will be governed by the rules set out in the Arbitration Acts then in force.

7. CANCELLATION

Written confirmation of the cancellation of the **Policy** may be given at any time by **You** or by **Us** and/or the **Underwriters**. **We** and/or the **Underwriters** will give **You** a minimum of 14 days notice of cancellation to enable **You** to find alternative cover. If **You** do not exercise **Your** right to cancel within the cooling off period the **Policy Premium** becomes due, **You** may not be entitled to a refund of **Premium** and the **Policy** may run for its full term. **You** may cancel the **Policy** by contacting Angel Assistance Ltd, Redmond House, Fern Court Bracken Hill Business Park, Peterlee, Co Durham, SR8 2RR or telephone 0800 232 1359.

8. COOLING OFF PERIOD

Before **You** accept this **Policy** **You** have 14 days to review **Your Policy** wording.

If **You** are not totally happy with this **Policy** and **You** have not made a **Claim** **You** can write to **Us** requesting that **Your** insurance is cancelled and that any monies paid be returned. **We** will then cancel **Your** insurance.

9. MAKING A COMPLAINT

If **You** wish to make a complaint, please contact **Us** on 0800 232 1359 or write to The Quality Compliance Executive, Angel Assistance Limited, Redmond House, Fern Court, Bracken Hill Business Park, Peterlee, Co Durham, SR8 2RR. If the matter is not resolved to **Your** satisfaction, please write to the Managing Director, IGI Insurance Company Limited, Market Square House, St James's Street, Nottingham, NG1 6FG.

The **Underwriters** will contact **You** within five days of receiving **Your** complaint to inform **You** of what action they are taking. The **Underwriters** will try to resolve the problem and give **You** an answer within four weeks. If it will take the **Underwriters** longer than four weeks the **Underwriters** will tell **You** when **You** can expect an answer.

If the **Underwriters** have not given **You** an answer in eight weeks they will tell **You** how **You** can take **Your** complaint to the Financial Ombudsman Service for review. This complaints procedure does not affect any legal right **You** have to take action against **Us**.

If **You** are still not satisfied **You** can contact the Financial Ombudsman Service at: Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London, E14 9SR.

Telephone 0845 080 1800 or 0300 123 9 123.

Or email
complaint.info@financial-ombudsman.org.uk

10. WHOLE AGREEMENT

Angel Assistance Limited and IGI Insurance Company Limited, who underwrite this insurance are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme if they cannot meet their obligations. This depends upon the type of insurance and the circumstances of the **Claim**. Most insurance contracts are covered for 90% of the **Claim**.

Further information is available from the

Financial Services Authority or the FSCS.

The FSCS can be visited on the web at www.fscs.org.uk or by contacting the FSCS on 020 7892 7300.

This **Policy** is provided by: IGI Insurance Company Limited, Market Square House, St James's Street, Nottingham, NG1 6FG. Registered No. 1229676. FSA Registered No. 202189. Tel 0115 941 1022.

Authorised and regulated by the Financial Services Authority.

You can check the above details on the Financial Services Authority Register by visiting the FSA website: www.fsa.gov.uk or by contacting the FSA on 0845 606 1234.

Signed for and on behalf of IGI Insurance Company Limited



K W WARDELL

Managing Director

DEMANDS AND NEEDS STATEMENT

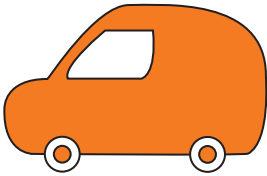
Subject to its terms and exclusions, this **Policy** meets the demands and needs of a person who wishes to use Helphire's credit hire and credit repair services and to be indemnified against the liability to pay costs incurred when using such services or requires legal expenses cover to **claim** compensation for uninsured losses or death or personal injury.

You will not receive advice or a recommendation from **Us**, so **You** will need to make **Your** own choice about the suitability of the **Policy** to **You**.

The YouChoose insurance family also offer



Bike Insurance



Car Insurance



Home Insurance

Visit **YouChoose**
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and click to save more money on
your insurance with the YouChoose
insurance family.

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