



# Car Insurance

*Angel Assistance Legal Expenses  
Policy Wording*



# Car Insurance

## INTRODUCTION TO YOUCHOOSE CAR

YouChoose Car 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 Car will provide you with the insurance you want.

YouChoose Car is part of the YouChoose insurance family.

Visit [www.youchooseinsurance.co.uk](http://www.youchooseinsurance.co.uk) and simply click and buy online. Should you need to talk to YouChoose Car, our UK based call centre is on hand to assist with any enquiries.

YouChoose Car 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

## PROVIDED BY ANGEL ASSISTANCE

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Insurance



**Van**  
Insurance



**Home**  
Insurance



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# Your Policy Wording

## 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 Helphire.

**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 occurring 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](http://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](http://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.

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