



# Private Car Legal Expenses Insurance Policy Summary & Full Wording



# Legal Expenses Insurance Policy Summary

This is a summary of the Policy terms and conditions. The full terms and conditions can be found in the Policy Wording section of this document and You should read them carefully. This Policy is underwritten by IGI Insurance Company Limited.

## SIGNIFICANT FEATURES AND BENEFITS

- Up to £100,000 of cover to include hire/repair and legal expenses following accidents occurring in the UK or Europe (ref: Policy wording – ‘Limit of Indemnity’ & ‘Territorial Limit’).
- The charges for a like for like replacement vehicle and repairs (if applicable) if the accident occurred in the UK and wasn’t Your fault (ref: Policy wording – ‘Approved Charges’ and ‘Territorial Limit’).

This Angel Policy will pay legal fees and expenses that have been incurred on Your behalf if proceedings or negotiations are unsuccessful and no damages are awarded to You or obtained by negotiation. It also covers bringing a Claim against the Motor Insurers’ Bureau which compensates victims of uninsured drivers. It will also cover another party’s costs awarded against You. (ref: Policy wording – ‘Your Costs’ and ‘Another Party’s Costs’).

## SIGNIFICANT EXCLUSIONS OR LIMITATIONS

- Limit of indemnity - up to £100,000 per Claim (ref: Definition – ‘Limit of Indemnity’).
- A Claim will only be pursued where there are reasonable prospects of success (ref: Definition and Policy wording – ‘Prospects of Success’ and ‘Insufficient Prospects of Success’).
- Cost of hire vehicle and repairs will only be funded if organised by Helphire the Approved Service Provider selected by Angel (ref: Definition – ‘Approved Charges’).
- You must use the solicitors appointed by Angel to pursue Your claim (ref: Definition – ‘Approved Lawyer’).
- This Policy does not cover Helphire hire or repair charges if the other driver is uninsured (ref: Definition – ‘What is Not Insured.’)

## DURATION OF COVER

This Policy of insurance will expire in twelve months from the date of issue (ref: Definition – ‘Period of Insurance’).

## YOUR RIGHTS TO CANCEL

You may cancel this Policy and receive a full refund up to fourteen days after buying the Policy or receiving Your Policy documents (whichever is the later), as long as no Claims have been made on the Policy. If You do

not exercise this right to cancel the Policy, it will remain in force for the term of the Policy and You will be required to pay the Premium. Please contact Angel Assistance Limited, Redmond House, Fern Court, Bracken Hill Business Park, Peterlee, Co Durham SR8 2RR or telephone 0800 232 1359 (ref: Policy wording section - ‘Cancellation’).

## HOW TO MAKE A CLAIM

If You take out a Policy and then have a Claim pursuant to the terms and conditions of the Policy You should telephone Motor and Home Direct Insurance Services on 0845 241 6039 or write to Angel Assistance Ltd, Redmond House, Fern Court, Bracken Hill Business Park, Peterlee, Co Durham SR8 2RR.

## MAKING A COMPLAINT

If You wish to make a complaint, please telephone Us on 0800 232 1359 or write to Quality Compliance Executive, Angel Assistance Ltd, Redmond House, Fern Court, Bracken Hill Business Park, Peterlee, Co Durham SR8 2RR. If You are still not satisfied, You can contact the Underwriters: Managing Director, IGI Insurance Company Limited, Market Square House, St James’s Street, Nottingham, NG16FG. Tel: 0115 941 1022.

If Your complaint cannot be settled, You may be entitled to refer it to the Financial Ombudsman Service.

## FINANCIAL SERVICES COMPENSATION SCHEME

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.

## MINICOM/LARGE PRINT

Large print: should You require documentation in a large print format, please contact Us on: 0800 232 1359. Minicom: should You wish to speak to Us on our Minicom line, please call on 0800 111 4071. You’ll thank heavens for it! Angel Assistance Limited is an agent of IGI Insurance Company Limited (FSA Registration 202189), the underwriters of this policy. Angel Assistance Ltd (FSA Registration 311857) is authorised and regulated by the Financial Services Authority. Angel and IGI’s registration numbers can be checked on the FSA’s register by visiting [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting the FSA on 0845 606 1234.

# Legal Expenses Insurance Full 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**.
- (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.

## 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

### 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 2c); 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](mailto: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 Hephire'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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