

CompuAssist

POLICY WORDING

THE MEANING OF THE WORDS IN THIS POLICY

We, Us, Our:	Angel Assistance Limited of Pinesgate, Lower Bristol Road, Bath BA2 3DP acting on behalf of IGI Insurance Company Limited, Market Square House, St James's Street, Nottingham NG1 6FG the underwriters of this policy.
You, Your:	The person named as the Policyholder in the schedule of cover.
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.
Insured Person:	You and any other person authorised by You to drive or to be a passenger in or on the Insured Vehicle.
Approved Charges:	Any liabilities 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 Service Provider:	Any party with whom You incur Approved Charges.
Policy Claim:	An Insured Person's request for indemnity under this policy.
Claim:	An Insured Person's claim for compensation resulting from a Qualifying Accident.
Approved Lawyer:	A Solicitor, Counsel, or Claims Handler whom We approve, appointed under the terms and conditions of this policy to pursue the Claim.
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.
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.
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.
Period of Insurance:	The period of cover not exceeding 12 months shown in the schedule of cover.
Territorial Limit:	Any member state of the European Union, Switzerland or Norway except where the Policy 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).
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 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.
Another Party:	The driver(s), owner(s) or any other person(s) responsible for a vehicle insured against third party risks (other than the driver of the Insured Vehicle), or any other party(ies) so insured.
Relevant Occurrence:	A potential Qualifying Accident.
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.
Limit of Indemnity:	In respect of each Qualifying Accident the sum of £100,000.

WHAT IS INSURED

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 subject in each case 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.

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 any 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 any 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 2cexercise 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 21 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 Insured Incident 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) It becomes apparent that any of this policy's exclusions apply; or
- b) You do not comply with the conditions of the policy; or
- c) We consider that You have misled Us, the Approved Lawyer or any Approved Service Provider; or
- d) We reasonably consider that You have failed to disclose any material facts; or
- e) 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 or b 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

Without restricting Our rights in General Condition 2 a, You must instruct Our choice of Approved Lawyer up to the time when legal proceedings are in prospect, but if We agree to these taking place You may at any time prior to the issue of proceedings nominate a solicitor who will agree to comply with Our standard terms of instruction to be the Approved Lawyer. In making Your nomination You must have regard to the duty to keep the costs of Your Policy Claim to a minimum. We may then either ask You to nominate an alternative or offer You a choice of at least three other solicitors.

We will notify You promptly if at any time We consider Our interests conflict with Yours and You will then be able to nominate a solicitor in accordance with this paragraph.

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. STATUTORY RIGHTS OF CANCELLATION

Statutory rights of cancellation apply: to exercise these rights contact your original point of purchase.

8. JURISDICTION

This policy will be governed by English Law and You and We submit to the exclusive jurisdiction of the English Courts.



You'll thank heavens for it!

Angel Assistance Limited is an agent of IGI Insurance Company Limited, the underwriters of this policy. Angel Assistance Ltd is authorised and regulated by the Financial Services Authority, registration number 311857. Angel and IGI's registration numbers can be checked on the FSA's register by visiting www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234.

key facts

DEMANDS AND NEEDS STATEMENT

This product meets the demands and needs of a driver involved in an accident (as long as it was mainly the other person's fault) requiring legal expenses cover to claim compensation for uninsured losses or personal injury. If the accident was entirely the other person's fault it will also cover the costs of a replacement hire vehicle and any repairs, if provided by Helphire (UK) Ltd, if they are not recovered from the person responsible for the accident.

POLICY SUMMARY

Introduction

This is a summary of the policy terms and conditions. The full terms can be found in the Policy Wording section of this document.

Name of the insurance undertaking

IGI Insurance Company Limited, Market Square House, St James's Street, Nottingham NG1 6FG, company registration number 1229676, who underwrites this policy, is authorised and regulated by the Financial Services Authority, registration number 202189.

Type of insurance and cover provided

Insurance to cover your legal costs and help to claim for losses following an accident that was either not your fault or partially your fault, and (if applicable) the funding of vehicle hire charges and repairs to your vehicle if the accident was not your fault.

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 (see policy wording sections – 'Limit of Indemnity' & 'Territorial Limit').
- Legal advice and assistance to help you pursue a claim for losses not already covered by existing insurance (see policy wording section – 'What is Insured').
- Help to claim compensation for injury or losses for you and any passengers.
- A like for like replacement vehicle to help you stay mobile (and the option of having your repairs organised and funded) if the accident occurred in the UK and wasn't your fault (see policy wording section – 'Territorial Limit').
- A range of useful helplines

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.

Significant exclusions or limitations

- Limit of indemnity - £100,000 per claim (see policy wording section – 'Limit of Indemnity').

- A claim will only be pursued where there are reasonable prospects of success (see policy wording section – 'Prospects of Success' and 'Insufficient Prospects of Success').
- Cost of hire vehicle and repairs will only be funded if organised by Helphire, the service providers selected by Angel.
- You must use the solicitors appointed by Angel to pursue your claim.

Duration of cover

This policy of insurance will expire in twelve months from the date of issue.

Your rights to cancel

You have the right to cancel any policy of insurance within 14 days of the date of issue. We will refund to you any premium you have paid and will recover from you any payments we have made (see policy wording section - Statutory Rights of 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 Angel Assistance on 0800 854263, or write to the address below.

Making a complaint

If you wish to make a complaint, please telephone us on 0800 0264 357 or write to Angel Managing Director, Angel Assistance Ltd, Pinesgate, Lower Bristol Road, Bath BA2 3DP. If you remain unsatisfied, you can contact the Underwriters: Managing Director, IGI Insurance Company Ltd, Market Square House, St James's Street, Nottingham NG1 6FG. Telephone number 0115 941 1022.

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

Compensation

You may be entitled to compensation from the Financial Services Compensation Scheme (FSCS) in the event that the insurer is unable to meet its liabilities. IGI Insurance Company Limited and Angel Assistance Limited are covered by the FSCS.

Insurance advising and arranging is covered for 100% of the first £2,000 and 90% of the remainder of the claim without any upper limit.

For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim without any upper limit.

Further information about compensation scheme arrangements is available from the FSCS.

Minicom/large print

Large print: should you require documentation in a large print format, please contact us on: 01225 321000

Minicom: should you wish to speak to us on our Minicom line, please call on 0845 078 4904



You'll thank heavens for it!

Angel Assistance Limited is an agent of IGI Insurance Company Limited, the underwriters of this policy. Angel Assistance Ltd is authorised and regulated by the Financial Services Authority, registration number 311857. Angel and IGI's registration numbers can be checked on the FSA's register by visiting www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234.