

WHAT IS INSURED

We agree to indemnify an Insured Person for:

STANDARD COVER

- (i) Approved Charges when they are required to pay them if not by then recovered from Another Party; and
- (ii) (a) **Your** Costs which after using reasonable endeavours, are not recovered from Another Party; and (b) Another Party's Costs, in each case in respect of a Claim limited to Approved Charges only; and
- (iii) all or any part of the Additional Premium not recovered from Another Party;

ADDITIONAL COVER

- (iv) **Your** Costs which, after using reasonable endeavours, are not recovered from Another Party; and
 - (v) Another Party's Costs
- subject in each case to the terms and conditions of this policy and the Limit of Indemnity appropriate to the cover applicable.

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. Any tax an Insured Person can recover in any other way.
5. 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. promptly provide **Us** (in writing if requested) with full details of both the Claim and, if **You** wish to make one, the Policy Claim;
- c. take reasonable steps to minimise the amount of a Policy Claim;
- 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 and/or the Qualifying Accident;
- 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 **Your** 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. settle a Claim on such terms as **We** consider fit even if this means that **You** are unable to pursue any other 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;
- e. irrevocably instruct the Approved Lawyer on **Your** behalf to (i) deduct the amount of any unpaid Premium or Additional Premium from any payment made to **You** in respect of any part of **Your** Claim and (ii) pay it to **Us**;
- 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 this 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. **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 2a, **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 send written notification to your original point of purchase within 14 days from the date of issue.

8. JURISDICTION

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



trust swift to deliver

PRESTIGE POST ACCIDENT COVER

Indemnity policy for the costs of the
Swift Prestige
non-fault accident service

IMPORTANT Please note that Angel's cover depends on your strict observance of the enclosed policy wording and in particular your full co-operation throughout the course of the claim. Please note in particular the section "WHAT IS NOT INSURED".



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.



DEMANDS AND NEEDS STATEMENT

This Angel policy has been provided to meet the demands and needs of a driver involved in a non-fault accident who will be using the replacement vehicle service provided by Swift Prestige Hire. This policy will cover you against hire charges that are not recovered from the person responsible for causing the accident and for the legal costs of pursuing a claim for personal injury and uninsured losses.

key facts

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 the funding of vehicle hire charges and legal costs to help you claim for personal injury or losses following a non-fault accident (see Policy Wording Sections: 'Approved Charges', 'What is insured').

SIGNIFICANT FEATURES AND BENEFITS

(see Policy Wording section 'What is insured')

The Swift Prestige service

Swift Prestige Hire can help you if you are involved in an accident that is not your fault by keeping you mobile in a prestige vehicle like your own (if needed) while yours is being repaired or, in the case of your vehicle being declared a write-off, will try to keep you mobile until you receive a cheque for the pre-accident value of your vehicle from your insurers.



Swift can also help you pursue a claim against the third party for compensation in the event of injury or other losses. You will receive 100% of any compensation awarded.

Cover, provided by this 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.

Passenger injury

Any passengers injured as a result of the accident can also be assisted to claim compensation. If we don't already have their details, please ask them to call us on 0800 0260 900.

SIGNIFICANT EXCLUSIONS AND LIMITATIONS

(see Policy Wording section 'What is not insured')

- The limit of indemnity per claim is up to £25,000 if you have standard cover, or £50,000 if you have additional cover.
- The Swift Prestige Hire service applies to accidents occurring in the UK only.
- Cost of the hire vehicle will only be funded if organised by Swift.
- You must use the solicitors appointed by us to pursue your claim.
- If the other party turns out to be uninsured, the policy is ineffective and we will refund your premium.

Duration of cover

This policy will expire at the end of your claim.

Your rights to cancel

You have the right to cancel any policy of insurance within 14 days from 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

You will not need to make a claim on this policy until 51 weeks from purchase, and only then if the party-at-fault has not paid the hire charges. Should we need you to make a claim, we will send you details nearer the time.

Making a complaint

If you wish to make a complaint, please telephone Swift on 0800 373624. If your problem isn't resolved, write to The 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. 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 your complaint cannot be settled, you may be entitled to refer it to the Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London, E14 9SR.

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, who can be visited on the internet at www.fscs.org.uk or contacted on 020 7892 7300.

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.

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 the Insured Vehicle.
Premium:	The sum inclusive of IPT at the current rate shown in the Schedule of Cover entitling You to Standard Cover.
Additional Premium:	The sum inclusive of IPT shown in the Schedule of Cover entitling You to Additional Cover.
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 Approved Charges are incurred.
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 arising out of the Claim which an Insured Person is ordered by a court to pay to Another Party or which are agreed by Us in a negotiated settlement.
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 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.
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 £25000 if You have Standard Cover increasing to £50,000 if You have Additional Cover.