

# LICENCEDEFENCE

Motor Prosecution Insurance

## MOTOR PROSECUTION DEFENCE LEGAL EXPENSES INSURANCE

### HELPLINE SERVICE

#### Legal Helpline

**You** can use the helpline service to discuss any motoring legal problem falling under this policy within the United Kingdom, the Channel Islands and the Isle of Man and arising during the period of this policy.

Simply telephone **0330 024 1727** and quote "Licence Defence".

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## POLICY WORDING

### TERMS OF COVER

This insurance is managed and provided by Arc Legal Assistance Limited. It is underwritten by AmTrust Europe Limited, on whose behalf **We** act.

If a claim is accepted under this insurance, **We** will appoint **Our** panel solicitors, or their agents, to handle **Your** case. **You** are not covered for any other legal representatives' fees unless it is necessary to start court proceedings or a **Conflict of Interest** arises. Where it is necessary to start court proceedings or a **Conflict of Interest** arises and **You** want to use a legal representative of **Your** own choice, **Advisers' Costs** payable by **Us** are limited to no more than (a) **Our Standard Advisers' Costs**; or (b) the amount recoverable under the Civil Procedure Fixed Recoverable Costs regime, whichever is the lower amount.

The insurance covers **Advisers' Costs** as detailed under the separate sections of cover, up to the **Maximum Amount Payable** where:-

- a) The **Insured Event** takes place in the **Period of Insurance** and within the **Territorial Limits**  
and
- b) The **Legal Action** takes place within the **Territorial Limits**.

This insurance does not provide cover where something **You** do or fail to do prejudices **Your** position or the position of the **Insurer** in connection with the **Legal Action**.

## IMPORTANT CONDITIONS

If **Your** claim is covered under a section of this policy and no exclusions apply then it is vital that **You** comply with the conditions of this policy in order for **Your** claim to proceed. The conditions applicable to this section are contained under the 'Conditions' section below and should be read carefully. Some of the main conditions to this insurance are that:

#### Prospects of Success

There must be a 51% or greater chance of winning the case and achieving a positive outcome. A positive outcome includes, but is not limited to, recovering the amount of money at stake, enforcing a judgment or achieving an outcome which best serves **Your** interests. The assessment of **Your** claim and the prospects of its success will be carried out by an independent **Adviser**. If the **Adviser** determines that there is not a 51% or greater chance of success, then **We** may decline or discontinue support for **Your** case.

#### Proportional Costs

An estimate of the **Advisers' Costs** to deal with **Your** claim must not be more than the amount of money in dispute. The estimate of the **Advisers' Costs** will be provided with the assessment of **Your** case and will be carried out by the independent **Adviser**. If the estimate exceeds the amount in dispute then **We** may decline or discontinue support for **Your** case.

#### Duty of Disclosure

##### Consumer

If this policy covers **You** as a private individual, unrelated to any trade, business or profession, **You** must take reasonable care to disclose correct information. The extent of the information **You** are required to disclose will be based on, among other things, the type of insurance, explanatory material and the clarity and specificity of the questions **You** are asked when **You** took out this insurance.

### Non-Consumer

If this policy covers **You** business, trade or professional interests, **You** are responsible for disclosing, in a clear, accessible and comprehensive way, all information which **You** should be aware would influence the **Insurer's** decision to provide insurance to **You** on the terms agreed.

### **Suspension of Cover**

If **You** breach a condition of this insurance contract which is essential to its performance, this insurance contract will be suspended from the time of the breach until the time the breach can be remedied. The **Insurer** will have no liability to **You** for any loss which occurs, or which is attributable to something happening, during the period when this insurance contract is suspended.

## DEFINITIONS

Where the following words appear in bold they have these special meanings.

<b>Adviser</b>	<b>Our</b> specialist panel solicitors or their agents appointed by <b>Us</b> to act for <b>You</b> , or, where agreed by <b>Us</b> , another legal representative nominated by <b>You</b> .
<b>Advisers' Costs</b>	Reasonable legal costs incurred by the <b>Adviser</b> . Third party's costs shall be covered if awarded against <b>You</b> .
<b>Conflict of Interest</b>	Situations where <b>We</b> administer and / or arrange legal expenses insurance on behalf of any other party in the dispute which is the subject of a claim under this insurance.
<b>Data Protection Legislation</b>	The relevant <b>Data Protection Legislation</b> in force within the <b>Territorial Limits</b> where this cover applies at the time of the <b>Insured Event</b> .
<b>Disclosure Breach</b>	Disclosing false or incorrect information or failing to disclose relevant information in the process of entering into this insurance contract.
<b>Insured Event</b>	The incident or the start of a transaction or series of incidents which may lead to a claim or claims being made under the terms of this insurance.  For the purposes of the <b>Maximum Amount Payable</b> , only one <b>Insured Event</b> shall be deemed to have arisen from all causes of action, incidents or events that are related by cause or by time.
<b>Insurer</b>	AmTrust Europe Limited
<b>Legal Action</b>	The defence of criminal motoring prosecutions in relation to the <b>Vehicle</b> .
<b>Legal Helpline</b>	The service provided by <b>Our</b> panel solicitors on <b>Our</b> behalf which enables <b>You</b> to obtain advice on any matter which may give rise to a claim under this insurance.
<b>Maximum Amount Payable</b>	The maximum payable in respect of an <b>Insured Event</b> is: £25,000
<b>Period of Insurance</b>	The <b>Period of Insurance</b> declared to and accepted by <b>Us</b> , which runs concurrently with the underlying insurance policy to which this legal expenses insurance attaches. For the avoidance of doubt, if the underlying insurance policy is cancelled, suspended or withdrawn, this legal expenses insurance will also be cancelled, suspended or withdrawn.
<b>Standard Advisers' Costs</b>	The level of <b>Advisers' Costs</b> that would normally be incurred in using a nominated <b>Adviser</b> of <b>Our</b> choice.
<b>Territorial Limits</b>	The United Kingdom, Channel Islands and the Isle of Man.
<b>Vehicle</b>	The motor vehicle driven by the person declared in the insurance schedule to which this cover attaches. This is extended to include a caravan or trailer whilst attached to the <b>Vehicle</b> .
<b>We/Us/Our</b>	Arc Legal Assistance Ltd.
<b>You/Your/Yourself</b>	The person(s) named in the insurance schedule to which this cover attaches.

# COVER

## Motor Prosecution Defence

### What is insured

**Advisers' Costs** to defend a **Legal Action** in respect of a motoring offence, arising from **Your** use of the **Vehicle**.

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## GENERAL EXCLUSIONS

### 1 There is no cover: -

- a) Where the **Insured Event** occurred before **You** purchased this insurance
  - b) Where **You** fail to give proper instructions to **Us** or the **Adviser** or fail to respond to a request for information or attendance by the **Adviser**
  - c) Where **Advisers' Costs** have not been agreed in advance or exceed those for which **We** have given **Our** prior written approval
  - d) For **Advisers' Costs** incurred in avoidable correspondence or which are recoverable from a court, tribunal or other party
  - e) For claims made by or against the **Insurer, Us** or the **Adviser**
  - f) Where **Your** motor insurers repudiate the motor insurance policy or refuse indemnity
  - g) To defend **Legal Action** arising from anything **You** have done deliberately or recklessly
  - h) For alleged road traffic offences where **You** are being prosecuted for driving or being in control of the **Vehicle** whilst under the influence of alcohol or non-prescribed drugs, or prescription medication where **You** have been advised by a medical professional not to drive.
  - i) For any claim arising from racing, rallies, competitions or trials
  - j) For an application for Judicial Review
  - k) For appeals without **Our** prior written consent
  - l) For any **Legal Action** that **We** reasonably believe to be false, fraudulent, exaggerated or where **You** have made misrepresentations to the **Adviser**
  - m) Where at the time of the **Insured Event You:**
    - (i) were disqualified from driving
    - (ii) did not hold a licence to drive
    - (iii) did not have a valid MOT certificate for the **Vehicle**
    - (iv) did not procure valid vehicle tax
    - (v) failed to comply with any laws relating to the **Vehicle's** ownership or use
  - n) For disputes between the **Adviser** and any other party which is only over the level of **Advisers' Costs**.
  - o) Where an estimate of **Your Advisers' Costs** is greater than the amount in dispute
  - p) For **Advisers' Costs** where **You** are entitled to a grant of legal aid from the body responsible for its administration, or where funding is available from another public body, a trade union, employer or any other insurance policy
  - q) For parking offences for which **You** do not get penalty points on **Your** licence
  - r) For motoring prosecutions where **Your** motor insurers have agreed to provide **Your** legal defence
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## CONDITIONS

### 1 Claims

- a) **You** must notify **Us** as soon as possible and within a maximum of 180 days once **You** become aware of the **Insured Event**. There will be no cover under this policy if, as a result of a delay in reporting the claim **Our** position has been prejudiced. To report a claim **You** must follow the instructions under "How to make a claim" below.
- b) **We** shall appoint the **Adviser** to act on **Your** behalf.
- c) **We** may investigate the claim and take over and conduct the **Legal Action** in **Your** name. Subject to **Your** consent, which must not be unreasonably withheld, **We** may reach a settlement of the **Legal Action**.
- d) **You** must supply at **Your** own expense all of the information which **We** reasonably require to decide whether a claim may be accepted. If court proceedings are issued or a **Conflict of Interest** arises, and **You** wish to nominate a legal representative to act for **You**, **You** may do so. Where **You** have elected to use a legal representative of **Your** own choice **You** will be responsible for any **Advisers' Costs** in excess of **Our Standard Advisers' Costs**. The **Adviser** must represent **You** in accordance with **Our** standard conditions of appointment which are available on request.
- e) The **Adviser** must:-
  - i) Provide a detailed view of **Your** prospects of success including the prospects of enforcing any judgement obtained without charge.
  - ii) Keep **Us** fully advised of all developments and provide such information as **We** may require.
  - iii) Keep **Us** regularly advised of **Advisers' Costs** incurred.
  - iv) Advise **Us** of any offers to settle and payments in to court. If against **Our** advice such offers or payments are not accepted there shall be no further cover for **Advisers' Costs** unless **We** agree in **Our** absolute discretion to allow the case to proceed.
  - v) Submit bills for assessment or certification by the appropriate body if requested by **Us**.
  - vi) Attempt recovery of costs from third parties.
  - vii) Agree with **Us** not to submit a bill for **Advisers' Costs** to the **Insurer** until conclusion of the **Legal Action**.
- e) In the event of a dispute arising as to costs **We** may require **You** to change **Adviser**.
- f) The **Insurer** shall only be liable for costs for work expressly authorised by **Us** in writing and undertaken while there are prospects of success.
- g) **You** shall supply all information requested by the **Adviser** and **Us**.
- h) **You** are responsible for any **Advisers' Costs** if **You** withdraw from the **Legal Action** without **Our** prior consent. Any costs already paid by **Us** must be reimbursed by **You**.
- i) **You** must instruct the **Adviser** to provide **Us** with all information that **We** ask for and report to **Us** as **We** direct at their own cost.

## 2 Prospects of Success

At any time **We** may, but only when supported by independent legal advice, form the view that **You** do not have a 51% or greater chance of winning the case or achieving a positive outcome. If so, **We** may decline support or any further support. Examples of a positive outcome are:

- a) Being able to recover the amount of money at stake
- b) Being able to enforce a judgement
- c) Being able to achieve an outcome which best serves **Your** interests

## 3 Proportionality

**We** will only pay **Advisers' Costs** that are proportionate to the amount of damages that **You** are claiming in the **Legal Action**. **Advisers' Costs** in excess of the amount of damages that **You** are able to claim from **Your** opponent will not be covered.

## 4 Disputes

If a complaint cannot be dealt with by the Financial Ombudsman Service (see 'Customer Services'), any dispute between **You** and **Us** may, where we both agree, be referred to an arbitrator who will be either a solicitor or a barrister. If the parties cannot agree on their choice of arbitrator the Law Society may be asked to make a nomination. The arbitration will be binding and carried out under the Arbitration Act. The costs of the arbitration will be at the discretion of the arbitrator.

## 5 Disclosure

If **You** fail to disclose relevant information or **You** disclose false information in relation to this policy, **We**, or the broker, may:

- a) Cancel the contract but keep the premiums if the **Disclosure Breach** is deliberate or reckless
- b) Cancel the contract but return the premiums proportionality if this contract would not have been entered into had the **Disclosure Breach** been known
- c) Amend the terms of the contract accordingly if the contract accordingly if the contract would have been entered into on different terms had the **Disclosure Breach** been known
- d) Proportionality reduce the amount **You** are entitled to in the event of a successful claim if a higher premium would have been charged had the **Disclosure Breach** been known

## 6 Fraud

In the event of fraud, **We**:

- a) Will not be liable to pay the fraudulent claim
- b) May recover any sums paid to **You** in respect of a fraudulent claim
- c) May cancel this policy with effect from the fraudulent act and keep all premiums paid to **Us**
- d) Will no longer be liable to **You** in any regard after the fraudulent act

## 7 Other Insurances

If any claim covered under this policy is also covered by another legal expenses policy, or would have been covered if this policy did not exist, **We** will only pay **Our** share of the claim even if the other insurer refuses the claim.

## 8 Cancellation

**You** may cancel this insurance at any time by writing to **Your** insurance broker providing 14 days written notice. If **You** exercise this right within 14 days of taking out this insurance, **You** will receive a refund of premium provided **You** have not already made a claim against the insurance.

**We** may cancel the insurance by giving fourteen days' notice in writing to **You** at the address shown on the schedule, or alternative address provided by **You**. No refund of premium shall be made.

**We** will only invoke this right in exceptional circumstances as a result of **You** behaving inappropriately, for example:

- a) Where **We** have a reasonable suspicion of fraud
- b) **You** use threatening or abusive behaviour or language or intimidation or bullying of **Our** staff or suppliers
- c) Where it is found that **You**, deliberately or recklessly, disclosed false information or failed to disclose relevant information

## 9 English Law and Language

This contract is governed by English Law and the language for contractual terms and communication will be English

## 10 Change in Law

Cover under this policy is based on laws and regulations in force at the time that it was written. If **We** believe that any subsequent change in law or regulations results in the scope of cover being either restricted or broadened, **We** reserve the right to accept claims where the change restricts the cover under this policy and reject claims where the change provides a benefit which did not previously exist.

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## CUSTOMER SERVICES INFORMATION

### HOW TO MAKE A CLAIM

As soon as **You** have a legal problem that **You** may require assistance with under this insurance **You** should telephone the Legal Helpline on **0330 024 1727** and quote "**Licence Defence**".

Specialist lawyers are at hand to help **You**. If **Your** problem is not covered under this insurance, the helpline may be able to offer **You** assistance under a private funding arrangement.

In general terms, **You** are required to immediately notify **Us** of any potential claim or circumstances which may give rise to a claim. If **You** are in doubt whether a matter constitutes a notifiable claim or circumstance, contact the Legal Helpline.

## Privacy and Data Protection Notice

### 1. Data Protection

Arc Legal Assistance are committed to protecting and respecting **Your** privacy in accordance with the current **Data Protection Legislation** ("Legislation"). Below is a summary of the main ways in which **We** process **Your** personal data, for more information please visit [www.arclegalassistance.co.uk](http://www.arclegalassistance.co.uk)

### 2. How We Use Your Personal Data and Who We Share it With

**We** may use the personal data **We** hold about **You** for the purposes of providing insurance, handling claims and any other related purposes (this may include underwriting decisions made via automated means), research or statistical purposes. **We** will also use **Your** data to safeguard against fraud and money laundering and to meet **Our** general legal or regulatory obligations.

### 3. Sensitive Personal Data

Some of the personal information, such as information relating to health or criminal convictions, may be required by **Us** for the specific purposes of underwriting or as part of the claims handling process. The provision of such data is conditional for **Us** to be able to provide insurance or manage a claim. Such data will only be used for the specific purposes set out in **Our** notice.

### 4. Disclosure of Your Personal Data

**We** may disclose **Your** personal data to third parties involved in providing products or services to **Us**, or to service providers who perform services on **Our** behalf. These may include, where necessary, affinity partners, brokers, agents, third party administrators, reinsurers, other insurance intermediaries, insurance reference bureaus, credit agencies, medical service providers, fraud detection agencies, loss adjusters, external law firms, external auditors and accountants, regulatory authorities, and as may be required by law.

### 5. Your Rights

**You** have the right to ask **Us** not to process **Your** data for marketing purposes, to see a copy of the personal information **We** hold about **You**, to have **Your** data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to ask **Us** to provide a copy of **Your** data to any controller and to lodge a complaint with the local data protection authority.

### 6. Retention

**Your** data will not be retained for longer than is necessary, and will be managed in accordance with **Our** data retention policy. In most cases the retention period will be for a period of seven (7) years following the expiry of the insurance contract, or our business relationship with **You**, unless **We** are required to retain the data for a longer period due to business, legal or regulatory requirements.

If **You** have any questions concerning **Our** use of **Your** personal data, please contact **The Data Protection Officer, please see website for full address details.**

### Customer Service

**We** aim to get it right, first time, every time. If **We** make a mistake, **We** will try to put it right promptly.

If you are unhappy about any aspects about the sale of your policy, please refer your complaint to your insurance broker.

If **You** are unhappy with the policy or the claims service that has been provided, **You** should contact **Us** at the address below. **We** will always confirm to **You**, within five working days, that **We** have received **Your** complaint. Within four weeks **You** will receive either a final response or an explanation of why the complaint is not yet resolved plus an indication of when a final response will be provided. Within eight weeks of **Us** receiving **Your** complaint, **You** will receive a final response or, if this is not possible, a reason for the delay plus an indication of when a final response will be provided. At this point, if **You** are not satisfied with the delay, **You** may refer the matter to the Financial Ombudsman Service. **You** can also refer to the Financial Ombudsman Service if **You** are not happy with **Our** final response or before **We** have investigated the complaint if both parties agree.

### Our contact details are:

Arc Legal Assistance Ltd  
P O Box 8921  
Colchester  
CO4 5YD  
Tel 01206 615000  
Email: [customerservice@arclegal.co.uk](mailto:customerservice@arclegal.co.uk)

### The Financial Ombudsman Service contact details are:

Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR  
Tel 08000 234 567  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

### Compensation

**We** are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme if **We** or the **Insurance Providers** cannot meet our obligations. **Your** entitlement to compensation will depend on the circumstances of the claim. Further information about compensation scheme arrangements is available at <http://www.fscs.org.uk/> or by telephoning 0800 678 1100.

### Authorisation

Arc Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority. Arc Legal's Firm Reference Number is 305958. This can be checked on the Financial Services Register by visiting the website [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the Financial Conduct Authority on 0800 111 6768.

This policy is underwritten by AmTrust Europe Limited, Registered Office: 10th Floor Market Square House, St James's Street, Nottingham, NG1 6FG, Registered Number: 1229676. AmTrust Europe Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority, financial services number: 202189. These details can be checked on the Financial Services Register at [www.fca.org.uk](http://www.fca.org.uk).