

# LICENCEDEFENCE

Motor Prosecution Insurance

## STANDARD MOTOR PROSECUTION DEFENCE LEGAL EXPENSES INSURANCE

### HELPLINE SERVICE

#### Legal Helpline

**You** can use the helpline service to discuss any problem occurring under this policy within the United Kingdom, the Channel Islands and the Isle of Man.

Simply telephone **0330 024 1727** and quote “**Road Halo**”.

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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, **You** will be responsible for any **Advisers' Costs** in excess of **Our Standard Advisers' Costs**.

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

- a) The **Insured Incident** takes place in the **Insured Period** 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 **Underwriters** in connection with the **Legal Action**.

### 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>	There is a conflict of interest if <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>Insured Incident</b>	The incident or the first of a series of incidents which may lead to a claim under this insurance. Only one <b>Insured Incident</b> shall be deemed to have arisen from all causes of action, incidents or events that are related by cause or by time.
<b>Insured Period</b>	The period of insurance shown in the insurance schedule to which this cover attaches.
<b>Legal Action</b>	The defence of criminal motoring prosecutions in relation to the <b>Vehicle</b> .

<b>Maximum Amount Payable</b>	The maximum amount payable in respect of an <b>Insured Incident</b> is: £25,000
<b>Standard Advisers' Costs</b>	The level of <b>Advisers' Costs</b> that would normally be incurred by <b>Underwriters</b> in using a nominated <b>Adviser</b> of <b>Our</b> choice.
<b>Territorial Limits</b>	
Uninsured Loss Recovery & Personal Injury:	The European Union
All other sections of cover:	Great Britain, Northern Ireland, Channel Islands and the Isle of Man.
<b>Underwriters</b>	AmTrust Europe Limited
<b>Vehicle</b>	The motor vehicle owned and 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 represent **You** in a **Legal Action** in respect of a motoring offence, arising from **Your** use of the **Vehicle**.

## GENERAL EXCLUSIONS

### 1 There is no cover: -

- a) Where the **Insured Incident** 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 **Underwriters**, **Us** or the **Adviser**
- f) Where **Your** motor insurers repudiate the motor insurance policy or refuse indemnity
- g) To defend **Legal Actions** arising from anything **You** have done deliberately or recklessly
- h) For any claim arising from racing, rallies, competitions or trials
- i) For an application for Judicial Review
- j) For appeals without **Our** prior written consent
- k) For any **Legal Action** that **We** reasonably believe to be false, fraudulent, exaggerated or where **You** have made misrepresentations to the **Adviser**
- l) Where at the time of the **Insured Incident** **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
- m) For disputes between the **Adviser** and any other party which is only over the level of **Advisers' Costs**.
- n) Where a reasonable estimate of **Your Advisers' Costs** is greater than the amount in dispute
- o) 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
- p) For parking offences for which **You** do not get penalty points on **Your** licence
- q) For motoring prosecutions where **Your** motor insurers have agreed to provide **Your** legal defence

## 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 Incident**. 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) **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
  - 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.
  - v. Submit bills for assessment or certification by the appropriate body if requested by **Us**.
  - vi. Attempt recovery of costs by way of a Defendant Costs Order
  - vii. Agree with **Us** not to submit a bill for **Advisers' Costs** to **Underwriters** until conclusion of the **Legal Action**.
- f) In the event of a dispute arising as to costs **We** may require **You** to change **Adviser**.
- g) **Underwriters** shall only be liable for costs for work expressly authorised by **Us** in writing and undertaken while there are reasonable prospects of success.
- h) **You** shall supply all information requested by the **Adviser** and **Us**.
- i) **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**.
- j) **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 more than 50% 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) Successfully defending a charge brought against **You**
- b) Mitigating any sentence imposed

## 3 Disputes

Any disputes between **You** and **Us** in relation to **Our** assessment of **Your** prospects of success in the case or nomination of solicitor may, where we both agree, be referred to an arbitrator who shall 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 shall be binding and carried out in accordance with the Arbitration Act. The costs of the arbitration shall be at the discretion of the arbitrator.

## 4 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.

## 5 Cancellation

**You** may cancel this insurance at any time by writing to **Your** insurance advisor 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

## 6 English Law

This contract is governed by English Law unless otherwise agreed.

## 7 Language

The language for contractual terms and communication will be English.

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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 "**Road Halo**".

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.

### Data Protection Act

**Your** details and details of **Your** insurance cover and claims will be held by **Us** and/or the **Underwriters** for underwriting, processing, claims handling and fraud prevention, subject to the provisions of the Data Protection Act 1998.

**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 with the 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).