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".

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 Your 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.

<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adviser</td>
<td>Our specialist panel solicitors or their agents appointed by Us to act for You, or, where agreed by Us, another legal representative nominated by You.</td>
</tr>
<tr>
<td>Advisers’ Costs</td>
<td>Reasonable legal costs incurred by the Adviser. Third party’s costs shall be covered if awarded against You.</td>
</tr>
<tr>
<td>Conflict of Interest</td>
<td>Situations where We 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.</td>
</tr>
<tr>
<td>Data Protection Legislation</td>
<td>The relevant Data Protection Legislation in force within the Territorial Limits where this cover applies at the time of the Insured Event.</td>
</tr>
<tr>
<td>Disclosure Breach</td>
<td>Disclosing false or incorrect information or failing to disclose relevant information in the process of entering into this insurance contract.</td>
</tr>
<tr>
<td>Insured Event</td>
<td>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 Maximum Amount Payable, only one Insured Event shall be deemed to have arisen from all causes of action, incidents or events that are related by cause or by time.</td>
</tr>
<tr>
<td>Insurer</td>
<td>AmTrust Europe Limited</td>
</tr>
<tr>
<td>Legal Action</td>
<td>The defence of criminal motoring prosecutions in relation to the Vehicle.</td>
</tr>
<tr>
<td>Legal Helpline</td>
<td>The service provided by Our panel solicitors on Our behalf which enables You to obtain advice on any matter which may give rise to a claim under this insurance.</td>
</tr>
<tr>
<td>Maximum Amount Payable</td>
<td>The maximum payable in respect of an Insured Event is: £25,000</td>
</tr>
<tr>
<td>Period of Insurance</td>
<td>The Period of Insurance declared to and accepted by Us, 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.</td>
</tr>
<tr>
<td>Standard Advisers’ Costs</td>
<td>The level of Advisers’ Costs that would normally be incurred in using a nominated Adviser of Our choice.</td>
</tr>
<tr>
<td>Territorial Limits</td>
<td>The United Kingdom, Channel Islands and the Isle of Man.</td>
</tr>
<tr>
<td>Vehicle</td>
<td>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 Vehicle.</td>
</tr>
<tr>
<td>We/Us/Our</td>
<td>Arc Legal Assistance Ltd.</td>
</tr>
<tr>
<td>You/Your/Yourself</td>
<td>The person(s) named in the insurance schedule to which this cover attaches.</td>
</tr>
</tbody>
</table>
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.

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

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.
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 proportionally 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 recovered 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.

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

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

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 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.

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