

 **motoring**
FIRST



LICENCE
SHIELD

Congratulations...

...and thank you for buying a Motoring First policy.

This document explains exactly what is covered by Licence Shield, how to make a claim, important contact details and much more.

If you require any help or have a question, please don't hesitate to contact us.

Welcome to our growing family!



Tom Santillo
Managing Director

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Key Facts about your policy

Motor Offence Insurance

This summary is not the full terms and conditions of the policy. The full terms and conditions are in the policy wording, which is attached to this summary.

What is Licence Shield?

Licence shield, is a legal protection 'Motor Offence Insurance' policy, which will **cover the reasonable legal costs incurred if you are accused of a motoring offence**. These costs are insured by Inter Partner Assist through ARC legal and Motoring First.

How much will I be covered for?

The limit of indemnity is **£25,000 per claim**.

How long will I be covered for?

Your policy will cover you for **12 months** and is completely separate from your normal car insurance.

What offences will I be covered for?

Motoring offences that are punishable by penalty endorsement, arising from your use of a vehicle. Pleas in mitigation are also covered. The exclusions table to the right outlines offences and conditions not covered by this policy.

What happens if I take the cover out and then change my mind?

When you take this policy out, you will have 14 days to decide if you want to continue with it for the full year. You may cancel within 14 days and you will not be subject to any financial penalty with respect to the premium you paid. No refund will be given for cancellations outside of 14 days. Please see the cancellation section in the policy wording for more details.

How do I make a claim?

Go to www.motoringfirst.co.uk and make a claim (for free) within the members' area. Alternatively, call us on 01212 883 621 (a charge may apply), email us at enquiries@motoringfirst.co.uk or write to us requesting a claim form.

You must submit a completed claim form as soon as reasonably possible and within 180 days of the alleged offence. Failure to notify us quickly may risk missing legal deadlines and we may be too late to help you.

Do not instruct a solicitor to act for you; all legal costs need to be approved and agreed in writing in advance by Motoring First. By default, we use solicitors on our approved panel, chosen because of their extremely high success rates.

What if I have a complaint?

Motoring First aim to get it right, first time, every time. If **Motoring First** make a mistake, we will try to put it right promptly. If you are unhappy with the service that has been provided, contact **Motoring First** at the address below. **Motoring First** will confirm receipt within 5 working days.

If we are unable to resolve the problem we will provide you with information about the Financial Ombudsman Service. Full details of our complaints procedure are in the policy wording. Using our complaints procedure or referral to the Financial Ombudsman Service does not affect your legal rights.

Motoring First's contact details:

25 West Street
Packers House
Hereford
HR4 0BX

Email: enquiries@motoringfirst.co.uk
Tel: 01212 88 36 21

Will I be entitled to compensation if Motoring First cannot meet its liabilities?

You might be entitled to compensation from the Financial Services Compensation Scheme (FSCS) if we cannot pay a claim. You might be entitled to compensation of up to £2,000 for the first part of the claim and 90% of the remainder of the claim. Further information about compensation scheme arrangements is available from FSCS

Significant features and benefits	Significant exclusions or limitations
We will cover your reasonable legal costs incurred in defending yourself against an alleged motoring offence.	Non-endorsable offences (such as parking) are excluded from cover.
We will cover your reasonable legal costs incurred in mitigating a ban/revocation of driving licence or similar.	We will not cover driving under the influence of drugs (including alcohol), dangerous driving, and causing death by driving or any form of claim related to a deliberate criminal act such as theft.
We will pay up to £25,000 per claim.	Motoring First's panel of lawyers must believe the defence/mitigation will positively affect the outcome (e.g. in certain instances defending or mitigating can cause more harm than good)
We will provide free, no-obligation legal advice on any insured endorsable motoring offence (via email or up to a 30 minute telephone call).	Cover applies to the whole of Great Britain.

Definitions

Insured / You / Your

The person(s) named in the Schedule to which this policy attaches

Insured Period

The validity *period* of the *insurance* contract; this is stated on your Certificate of Insurance and is one year from the date your **Premium** is received, after which you give Motoring First permission to automatically renew your policy and process the relevant payment using the same method you originally used in purchasing this policy, unless you instruct Motoring First to do otherwise.

Premium

The **Premium** paid by the **Insured** for this policy

Territorial Limits

England, Wales and Scotland

Adviser's Costs

Reasonable legal fees and disbursements incurred by the **Adviser** with Motoring First's prior written authority.

Standard Advisers' Costs

The level of **Advisers' Costs** that would normally be incurred by Underwriters in using a nominated **Adviser** of Motoring First's choice

Action

The defence of criminal motoring prosecutions in relation to the **Vehicle**

Court Proceedings

The Service of Court Proceedings

Indemnity Limit

The maximum amount payable in respect of an **Insured Incident** which is £25,000

Insured Incident

An incident or the first of a series of incidents, which may lead to a claim under this insurance, only one **Insured Incident** shall be deemed to have arisen from all causes of action, incidents or events that are related by cause or by time.

Vehicle

The vehicle being driven by the insured at the time of committing the alleged offence with the permission of the owner

Adviser

The Panel Solicitor or their agents appointed by Motoring First to act for the **Insured**, or, and subject to Motoring First's agreement, where a conflict of interest arises, another legal adviser nominated by the **Insured**.

Excess

The amount the **Insured** has to pay or contribute to the cost of a claim which is the first £500 of any claim where a solicitor or legal representative who is not a Motoring First **Adviser** is appointed to handle the **Insured's** claim

What is Covered?

The Insured is covered for **Adviser's Costs** to defend motoring prosecutions in respect of an offence, punishable by penalty endorsement only, arising from the **Insured's** use of the **Vehicle**.

Pleas in mitigation are covered where there is a reasonable prospect of such a plea materially affecting the likely outcome and when it is in the public interest to do so. Support for such pleas is solely at the discretion of Motoring First.

This insurance is underwritten by Inter Partner Assistance SA (IPA), administered by Arc Legal Assistance ("Arc") and managed on their behalf by Motoring First, which is a trading name for Keep An Eye On Limited ("KAIO").

What is Excluded?

Only **Adviser's Costs** incurred on the **Insured's** behalf by one of Motoring First's Panel of Solicitors or their agents are covered under this insurance until **Court Proceedings** are issued or a conflict of interest arises. Where **Court Proceedings** are issued or a conflict of interest arises and the **Insured** has elected to use an adviser of their own choosing the **Insured** will be responsible for any **Adviser's Costs** in excess of Motoring First's **Standard Adviser's Costs**

The Underwriter agrees to indemnify the **Insured** in consideration of the **Premium** paid or to be paid subject to the following terms, conditions and exclusions of this policy.

This insurance covers **Adviser's Costs** incurred in an Action up to the **Indemnity Limit** where:-

The Insured Incident takes place in the **Insured Period** within the **Territorial Limits**; and
The **Action** takes place in the **Territorial Limits**.

There is no cover where: -

- a. The **Insured** fails to give proper instructions to Motoring First or the **Adviser** or respond to a request for information or attendance by the **Adviser** within a reasonable period of time.
- b. The **Insured's** act or omission prejudices their own or the Underwriter's position in connection with the **Action**.
- c. **Adviser's Costs** have not been agreed in advance or exceed those for which Motoring First has given its prior written approval.

There is no cover: -

- a. For **Adviser's Costs** incurred in avoidable correspondence or which are recoverable from a court, tribunal or other party.
- b. For the amount of **Adviser's Costs** in excess of Motoring First's **Standard Adviser's Costs** where **You** have elected to use an **Adviser** of **Your** own choice.
- c. For damages, interest fines or costs awarded in criminal courts.
- d. For prosecutions that are non-endorsable offences
- e. Where the **Insured** has alternative Motor prosecution defence cover
- f. For any claim where at the time of the **Insured Incident** the **Insured** was disqualified from driving, did not hold a licence to drive or the **Vehicle** did not have a valid MOT certificate or Road Fund Licence or comply with any laws relating to its ownership or use.
- g. For any claim where at the time of the **Insured Incident** the **Insured's** driving licence was endorsed with 9 or more penalty points
- h. For a claim arising from an allegation of a deliberate criminal act or omission of the **Insured**.
- i. For a claim arising from an allegation that the **Insured** was in control of the **Vehicle** whilst under the influence of alcohol or drugs
- j. For a claim arising from an allegation of dishonesty, dangerous driving or any allegation involving the death of another party
- k. For any claim arising from racing, rallies, competitions or trials.
- l. For **Adviser's Costs** beyond those for which Motoring First has given its prior written approval.
- m. For an application for Judicial Review.
- n. For appeals without the prior written consent of Motoring First.
- o. For any **Action** that Motoring First reasonably believes to be false, fraudulent, exaggerated or where the **Insured** has made miss-representations to the **Adviser**.

Contracts (Rights of Third Parties) Act 1999

A person who is not a party to this contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract but this does not affect any Right or remedy of a Third Party which exists or is available other than by virtue of this Act.

Conditions

Claims

- a. The **Insured** must notify claims as soon as reasonably possible and within 180 days of the **Insured Incident**. However, if **You** delay in notifying and as a result prejudice Motoring First's ability to successfully represent you we will not be able to accept your claim.
- b. The **Insured** must attempt to recover all costs and pay them to the **Adviser** on behalf of the underwriter
- c. Motoring First shall appoint the **Adviser** to act on the **Insured's** behalf.
- d. The **Insured** must supply at his own expense all of the information which Motoring First and its **Adviser** reasonably require in deciding whether a claim may be accepted. If **Court Proceedings** are required or a conflict of interest arises, and the **Insured** wishes to nominate an **Adviser** to act for him he may do so. Where **You** have elected to use an adviser of **Your** own choice **You** will be responsible for any **Adviser's Costs** in excess of Motoring First's **Standard Adviser's Costs**.
- e. The **Adviser** must:-
 - i. Confirm in writing that he will enable the **Insured** to comply with his obligations under this insurance.
 - ii. Agree with Motoring First the rate at which his costs will be calculated. If no agreement is reached the Law Society will be asked to nominate an alternative adviser and this nomination shall be binding.
- f. The **Adviser** will: -
 - i. Provide a detailed assessment of the **Insured's** prospects of success including the prospects of enforcing any judgement obtained without charge.
 - ii. Keep Motoring First fully advised of all developments and provide such information as Motoring First may require.
 - iii. Keep Motoring First regularly advised of **Adviser's Costs** incurred.
 - iv. Submit bills for assessment or certification by the appropriate body if requested by Motoring First.
 - v. Attempt recovery of costs from the Third Parties including defendant cost orders from the courts.
 - vi. Agree with Motoring First not to submit a bill for **Adviser's Costs** to Underwriters until conclusion of the **Action**.
- g. In the event of a dispute arising as to costs Motoring First may require the **Insured** to change **Adviser**.
- h. Underwriters shall only be liable for costs for work expressly authorised by Motoring First in writing and undertaken while there are reasonable prospects of success.
 - i. The **Insured** shall supply all information requested by the **Adviser** and Motoring First.
 - j. The **Insured** is liable for any **Adviser's Costs** if he withdraws from the **Action** without Motoring First's prior consent. Any costs already paid by Motoring First will be reimbursed by the **Insured**.

Disputes

Any disputes between the **Insured** and Motoring First in relation to Motoring First's assessment of the **Insured's** prospects of success in the case or nomination of solicitor shall 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.

Making a complaint or entering a dispute does not affect your right to take or defend legal proceedings.

Reasonable Prospects

At any time Motoring First on behalf of Arc and the Underwriters may form the view that the **Insured** does not have a reasonable prospect of success in the action he is proposing to take or is taking. If so, Motoring First may decline support or any further support. In forming this view Motoring First may take into account: -

- a. Whether **Adviser's Costs** are disproportionate in relation to the effect of representation on the severity of the potential penalty .
- b. The fact that a reasonable person without legal expenses insurance would not wish to defend the prosecution or appoint a legal representative to enter a plea in mitigation
- c. Whether the **Insured** has a reasonable prospect of being able to successfully defend the prosecution, or enter a successful plea in mitigation
- d. The fact that the **Insured's** interests could be better achieved in another way.

English Law

This contract is governed by English Law unless otherwise agreed.

Language

The language for contractual terms and communication will be English.

Cancellation

The **Insured** may cancel this insurance at any time by writing to and providing fourteen days written notice to Motoring First.

Motoring First may cancel the insurance by giving fourteen days notice in writing to the **Insured** at the address shown on the schedule, unless otherwise a change of address has been notified to us.

No refund of **premium** shall be made in either instance if outside the 14 day cooling off period.

How to claim

The **Insured** should go online at www.motoringfirst.co.uk and log in (free of charge) or telephone the claim helpline number below to obtain advice (a small administration fee may apply). Motoring First will send details of the claim to the **Adviser** who will then contact the **Insured** directly.

Unless a conflict of interest arises the **Insured** is not covered for legal fees incurred before **Court Proceedings** are issued unless he uses the Motoring First Panel Solicitors or their agents which Motoring First will appoint to act for him.

Claim Helpline

The **Insured** may contact the claim helpline for legal advice on any motoring matter of concern.

Telephone **01212 88 36 21** and quote “Motor Offence Insurance” to enable the helpline to deal with your query claim. Please have your Insurance Certificate and details of your offence to hand. Calls may be recorded for training and verification purposes.

Data Protection Act

The details of the **Insured**, the **Insured**'s insurance cover and claims will be held by Motoring First and or the Underwriters for underwriting, processing, claims handling and fraud prevention subject to the provisions of the Data Protection Act 1998.

Complaints Procedure

Motoring First's aim is to get it right, first time, every time. If Motoring First make a mistake, we will try to put it right promptly.

If the **Insured** is unhappy with the service that has been provided, he should contact Motoring First at the address below. Motoring First will always confirm to the **Insured**, within five working days, that they have received the **Insured**'s complaint. Within four weeks the **Insured** 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 the **Insured** 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. After eight weeks, if the **Insured** is not satisfied with the delay, he may refer the matter to the Financial Ombudsman Service. The **Insured** can also refer to the Financial Ombudsman Service if he cannot settle his complaint with Motoring First.

Motoring First's contact details are:

Motoring First
Packers House
25 West Street
Hereford Tel 01212 88 36 21
HR4 0BX Email: complaints@motoringfirst.co.uk

The Financial Ombudsman Service contact details are:

Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR Tel 0845 080 1800
Email complaint.info@financial-ombudsman.org.uk

Compensation

Motoring First and IPA are covered by the Financial Services Compensation Scheme. The **Insured** may be entitled to compensation from the scheme if Motoring First, or IPA are unable to meet their obligations. The **Insured**'s 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 020 7892 7300

Authorisation

Motoring First is a trading name for Keep An Eye On Limited is authorised and regulated by the Financial Services Authority. Their FSA Register number is 512549. Their permitted business is

arranging with a view to transactions in non-investment insurance contracts, arranging (bringing about) non-investment insurance contracts, advising on non-investment insurance contracts, dealing as an agent in non-investment insurance contracts and assisting in the administration and performance of non-investment insurance contracts. The **Insured** can check this on the FSA's register by visiting the website www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234

Inter Partner Assistance (IPA) is a branch of Inter Partner Assistance SA (IPA SA) based in Belgium. IPA SA is authorised by the Commission Bancaire, Financiere et des Assurance (CBFA) in Belgium (their regulatory arm) and regulated by the Financial Services Authority here in the UK. Their FSA Register number is 202664. Their regulative activities are Miscellaneous Financial Loss, Legal Expenses and Assistance. IPA is a member of the Association of British Insurers.

IPA address details are:

Inter Partner Assistance
The Quadrangle
106-118 Station Road
Redhill
Surrey RH1 1PR
Registered No: FC008998

Contact Information

If you have any question about your policy either before or after sale, please don't hesitate to contact us:

Motoring First's contact details are:

Motoring First
Packers House
25 West Street
Hereford
HR4 0BX

Tel: **01212 88 36 21**

Email: enquiries@motoringfirst.co.uk

About our insurance services

Motoring First
(Trading name for "Keep an Eye On Ltd")

Head Office: Old Church School, Upper Hill, Leominster, HR6 0JZ
Operations Centre: 25 West Street, Hereford, HR4 0BX

1. The Financial Services Authority (FSA)

The FSA is the independent watchdog that regulates financial services. Use this information to decide if our services are right for you.

2. Whose products do we offer?

Insurance

- We offer products from a range of insurers
- We only offer products from a limited number of insurers
- We only offer products from a single insurer.

3. Which service will we provide you with?

Insurance

- We will advise and make a recommendation for you after we have assessed your needs.
- You will not receive advice or a recommendation from us. We may ask some questions. You will then need to make your own choice about how to proceed.

4. What will you have to pay us for our services?

Insurance

- A fee
- No fee for

You will receive a quotation which will tell you about any other fees relating to any particular insurance policy.

5. Who regulates us?

Keep an Eye On Ltd. Old Church School, Upper Hill, Leominster, HR6 0JZ is authorised and regulated by the Financial Services Authority. Our FSA Register number is 512549

Our permitted business is arranging specific Non Investment Insurance

You can check this on the FSA's Register by visiting the FSA's Website www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234.

6. What to do if you have a complaint

If you wish to register a complaint, please contact us:

....in writing Keep an Eye On Ltd. Old Church School, Upper Hill, Leominster, HR6 0JZ

....by phone 08444 142588

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

7. Are we covered by the Financial Services Compensation Scheme (FSCS)?

We are covered by the FSCS. You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim.

Insurance

Insurance advising and arranging is covered for 90% of the claim, without any upper limit.

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