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Misunderstanding and Misapplication of Motor Insurance Law. Will the Supreme Court come to the Rescue?

James Marson and Katy Ferris

BACKGROUND

For many years a tension has existed between the law of the European Union governing motor vehicle insurance and the UK's transposition, interpretation and application of its national law. Cases including *Delaney v Pickett & Tradewise* [2011] EWCA Civ 1532 and *EUI v Bristol Alliance Partnership* [2012] EWCA Civ 1267 have demonstrated the UK's misunderstanding of its legal obligations in this area and has led to the award of damages to affected individuals against the UK. On 5 December 2016 the Court of Appeal issued its judgment in the case *Sahin v Havard and Riverstone Insurance (UK) Ltd* [2016] EWCA Civ 1202. The Court was tasked to apply provisions of the Road Traffic Act 1988 to a victim of an unauthorised driver in a claim against the policyholder and the insurer. It is argued here that the Court has misunderstood and misapplied the EU parent law in its application of national law. The case may ultimately be determined by the Supreme Court but it is a ruling of sufficient significance in its lack of adherence to EU law and, given the notoriety of cases demonstrating the inconsistencies of the Court of Appeal's decisions in motor vehicle insurance law, it is worrying that these judgments seemingly have been ignored. The ruling also has important implications for the consequences that Brexit will have on motor vehicle insurance. This is particularly if, as is expected, the UK pursues a 'hard Brexit' without access to the single market and the need to comply with the free movement principles through which the motor vehicle insurance directives are based. The UK would therefore be freed of the compatibility issues demonstrated in *Sahin*, but this will likely leave third party victims in a weaker position.

THE FACTS

At 9:30 PM on 24 January 2008 Sahin was travelling along a road when a Vauxhall Vectra vehicle collided with his vehicle. Sahin purported that the cause of the accident was the driver of the Vauxhall and caused him to suffer loss in respect of the damage to his vehicle and the requirement to hire a substitute. The cost of the substitute vehicle exceeded £100,000. The driver of the Vauxhall was never identified (and was referred to in the proceedings as X) and Havard refused to disclose his details.

Local Contract Hire Leasing Ltd owned the Vauxhall vehicle and had hired it to Havard. The policy of insurance covered the hire company as owner and Havard as the person driving the car with the permission of the company. Significantly, the policy of motor insurance did not cover anyone whom Havard permitted to drive. Indeed, an exclusion clause was included to prevent the insurer being responsible for any liability for loss or damage incurred while the motor vehicle was being driven by any person not permitted to drive.

It was accepted at appeal that Havard had allowed X to drive the vehicle and he did so without insurance cover. Sahin obtained a default judgment against the hire company on 23 July 2009 but proceedings were discontinued as the company had gone into liquidation. On 31 August 2011 he began proceedings against Havard on the basis that she had permitted X to drive the vehicle without insurance. This action was a breach of the statutory duty imposed by s. 143(1)(b) of the Road Traffic Act 1988 (RTA88), where, following established authority in *Monk v Warbey*,¹ Havard had permitted the use of a vehicle on a road without insurance.

Sahin obtained a default judgment against Havard on 28 November 2011. Here the insurer of the car hire company applied to be joined as second defendant to the proceedings. It argued for the default judgment to be set aside. In a hearing of 17 April 2013, DJ Sterlini granted the insurer permission to be joined in the proceedings but declined to set aside the default judgment. Further, on 20 February 2014, Sahin was granted permission to amend his particulars of claim and seek a judgment against the insurer.

At trial, HHJ Baucher identified two questions to be determined as to the imposition of liability of the insurer to Sahin. These were:

- 1) whether Ms Havard's liability to Mr Sahin was a liability which was statutorily required to be covered pursuant to s. 145 RTA88 which sets out the statutory requirements for motor insurance policies; and
- 2) whether Ms Havard's liability was in fact covered by the terms of the insurance policy.²

In dismissing the claim, HHJ Baucher answered both questions in the negative. 1) Section 145 RTA88 did not require 'unauthorised use' to be covered by the insurer; and 2) the terms of the insurance policy did not cover the liability. This led to the appeal. It may also be worthy of note that this court did not consider the EU dimension to the application of the law. This is not atypical and has led the authors to consider potential deficiencies in the legal education and training available to students (as future lawyers) and to judges in relation to the interaction between national and EU law.³

THE DECISION

The Court had two issues to determine – the first was the application of the statute including ss. 143, 145, 148, and 151 of the RTA88⁴ and whether they impose a liability on Havard; and secondly, whether the liability on Havard was established through the contract of insurance.

On 30 November 2016 the Court of Appeal upheld the decision of HHJ Baucher. Providing the unanimous judgment of the court, Longmore LJ considered the obligation imposed in s. 145 RTA88 which, in defining the scope of cover to third parties, provides that the motor vehicle insurance policy must insure Havard in respect of any 'liability which may be incurred by [her]... in respect of... damage to property caused by, or arising out of, the use of the vehicle on a road.' Here the Court interpreted the word 'use' of the vehicle restrictively and this was not what had occurred in the circumstances. Havard had given her 'permission' to X to drive the Vauxhall and that was sufficiently distinct from its 'use' to escape the liability imposed in s. 145 RTA88. The rationale for this view was in s. 143(1)(b) which did constitute Havard's breach of the RTA88. The statutory liability established in s. 143 RTA88 is widely referred to as a *Monk v Warbey*⁵ liability because in that case it was first decided that a claimant, injured by a vehicle driven by a person permitted to do so by the owner (or insured) and without insurance, could recover damages for the loss from that owner (or insured person).

Section 143 RTA88 establishes insurance requirements against third-party risks and that such insurance must adhere to minimum standards. Per s.143(1)(a)

‘a person must not use a motor vehicle on a road [or other public place] unless there is in force... such a policy of insurance... as complies with the requirements of this part of the Act.’⁶

Further, s. 143(1)(b) continues

‘a person must not cause or permit any other person to use a motor vehicle on a road [or other public place] unless there is in force in relation to the use of the vehicle by that other person such a policy of insurance or such a security in respect of third party risks as complies with the requirements of this Part of this Act.’

The argument presented was that s. 143(1)(b) would be redundant had ‘cause or permit’ be the same as ‘use’. This difference led to the consideration of whether a *Monk v Warbey*⁷ liability should be imposed and required that section to be construed broadly or narrowly. The determination would lead to either the application or non-application of s. 151 RTA88 (hence was it a liability which an insurer was obliged to satisfy?).

Returning to s. 145 RTA88, there was, argued the Court, no construction required to enable ‘use’ to include ‘permission to use.’ The applicable EU law, the Second Motor Vehicle Insurance Directive,⁸ required insurance to be in place for all persons driving vehicles, whether with or without permission. When the national law was viewed holistically, the aims and spirit of the directive was achieved. The RTA88 and the Motor Insurance Bureau (MIB) agreements⁹ enabled third party victims to be compensated for accidents leading to personal and property damage.¹⁰ Consequently, national law was in compliance with its EU obligations. The existence of s. 143 RTA88, and the exclusions permitted in s. 148(2) RTA88, would make any attempted interpretation and construction of the word ‘use’ in s. 145 RTA88 to include ‘permitted use’ *contra legem* to the RTA88 and would lead to consequences beyond the role and power of the Court.¹¹

The Court also returned to the exclusions included in s. 148(2) RTA88. Evidently the most common source of action between persons involved in a road traffic accident would be for the third party victim to seek compensation through the contractual insurer. On the basis of a problem within the contract or contractual relationship, s. 148 RTA88 provides the power to modify the contract of insurance. Section 151 RTA88 further statutorily binds the contractual insurer to continue with its insurance obligations where it may otherwise seek to avoid liability.¹² If the previous systems failed to protect the third party victim, s/he may seek to recover damages against the MIB which acts as the ‘insurer of last resort’ in instances where insurance claims would otherwise not be satisfied (e.g. the driver has no valid/effective insurance or an insurer has avoided the contract of insurance). Section 148(2) RTA88 contained exclusions (referred to in the statute as ‘matters’) which, if used by an insurer would be held as void. The Court, having previously dealt with this same matter in *EUI v Bristol Alliance Partnership*¹³ (albeit here the Court did not refer to the case) considers the use of the eight matters as exhaustive.¹⁴ As the contractual insurance policy identified that only Havard was covered to drive the vehicle, Havard, in allowing X to drive the car, meant she was not driving or using the vehicle ‘with permission’ under the policy. This exclusion clause was not on the list of ‘matters’ excluded in s. 148(2) RTA88 and thus Havard’s liability was not covered by the policy.¹⁵

Ultimately, a *Monk v Warbey*¹⁶ liability did not arise out of ‘use’ of the vehicle by Havard and as such this was not required to be covered by s. 145 RTA88. An s. 151 RTA88 liability was not imposed on the insurers of the vehicle from any liability / judgment against Havard.

HOPE, BUT DASHED BY THE DISREGARD OF THE COURT OF APPEAL?

It should be noted that following the first instance decision of HHJ Baucher and before the Court of Appeal’s ruling on the case, *Allen v Mohammed and Allianz Insurance*¹⁷ was heard at Birmingham CC. Here the claimant had been knocked from his bike by a car belonging to the first defendant, although the defendant was not driving the vehicle at the time of the accident. Similarly to the facts in *Sahin*,¹⁸ the driver, whilst unidentified and uninsured, was driving with the defendant’s permission. The claimant was successful in the action against the defendant on the basis that *Monk v Warbey*¹⁹ applied and therefore the defendant was in breach of his statutory duty and liable for the injuries sustained by the claimant. The claimant then sought to join the second defendant insurer in a direct action under reg. 3 of the European Communities (Rights against Insurers) Regulations 2002 or alternatively under s. 151 RTA88. Again, the policy of insurance only covered the first defendant and not someone driving the vehicle with her permission, and as a consequence this resulted in a lack of cover by the policy. The claimant continued that if the court did not hold the second defendant liable, the MIB should be joined as a third defendant. This led to an argument being presented on the basis of the application of ss. 151(2)(a) and s. 151(2)(b) RTA88. The provisions of these sections read as follows:

151 Duty of insurers or persons giving security to satisfy judgment against persons insured or secured against third-party risks.

(2) [This section applies] to judgments relating to a liability with respect to any matter where liability with respect to that matter is required to be covered by a policy of insurance under section 145 of this Act and either—

(a) it is a liability covered by the terms of the policy or security to which the certificate relates, and the judgment is obtained against any person who is insured by the policy or whose liability is covered by the security, as the case may be, or

(b) it is a liability, other than an excluded liability, which would be so covered if the policy insured all persons or, as the case may be, the security covered the liability of all persons, and the judgment is obtained against any person other than one who is insured by the policy or, as the case may be, whose liability is covered by the security.

The claimant argued that if the court held under s. 151(1)(a) RTA88 that the insurer was not liable to him under the existing policy, the result would be the claimant was an individual not insured for that liability (albeit the first defendant was a policyholder) and liability would fall under s. 151(1)(b) RTA88. The insurer argued against this interpretation of s. 151(1)(b) RTA88 claiming it was not the plain and ordinary meaning of that section of the Act (using the definition of insured persons provided in the European Communities (Rights against Insurers) Regulations 2002). The court held the 2002 Regulations were not applicable as they required proof that the tortfeasor was insured by the defendant. Under the contract of insurance, the first defendant was not insured for the liability in question.²⁰

The court then turned its attention to the distinction between ss. 151(1)(a) and 151(1)(b) RTA88. It considered that whilst the arguments presented to the effect that s. 151(1)(a) RTA88

was for policyholders and named drivers, whilst s. 151(1)(b) was for uninsured but identified drivers was attractive, this was inconsistent with existing case law. The court was persuaded by the reasoning in *Bristol Alliance Ltd Partnership v Williams*²¹ which focused on the issue of liability rather than the driver's identity. Section 151(2) RTA88 did not use language similar to the 2002 Regulations with regards to 'a person insured under a policy of insurance.' Such a focus on liability was to apply to s. 151(2)(b) RTA88. Ultimately the court held that s. 151 RTA88 specifically envisaged the insurer becoming accountable under a *Monk v Warbey*²² liability as the second defendant would be responsible, yet have an indemnity from the driver or the first defendant. Such an interpretation would make the insurer responsible for its policyholder rather than just a named uninsured driver they had never heard of. This would ensure coherence between s. 151(2) RTA and the MIB agreements, would follow the interpretation provided by the CJEU²³ and would leave the MIB as the 'insurer of last resort.' Thus the insurer was held liable for the judgment already provided in favour of the claimant²⁴ and the findings were in direct contraction to that provided in the first instance *Sahin*²⁵ judgment.

The case was brought to the attention of the Court of Appeal in its proceedings, yet it did not warrant even passing comment by Longmore LJ when providing the unanimous judgment.

MISUNDERSTANDING AND MISSAPPLICATION

The arguments presented by the Court continue a series of fundamental misunderstandings of the national law, its relationship with the EU parent directives, and the range of obligations imposed on the construction and interpretation of national law by cases including *Marleasing*²⁶ and *Pfeiffer*.²⁷

Beginning with the application of the RTA88. The protection of third party victims runs throughout the Act and seeks to ensure that either by application of the contract or its enforcement through statutory provisions, innocent third party victims have a source of redress. Section 148 RTA88 identifies eight areas where attempted exclusions of liability by the insurer will be held void and s. 151 RTA88 statutorily binds the contractual insurer to continue with its insurance obligations where it may otherwise seek to avoid liability. However, s. 151(2)(a) exists to impose a requirement, for protection for the third party, that a contractual liability exists and this is applied to a person covered by the policy of insurance. In *Sahin*,²⁸ the contract covered Havard, but did not extend to liabilities caused by 'unauthorised use.' Section 151(2)(b) *does* prevent the application of exclusions of liability for unauthorized use, but this applies where the judgment is made against a person *other* than the person covered by the insurance. Sahin's first claim and judgment was against Havard who is the policyholder and therefore neither s. 151(2)(a) nor s. 151(2)(b) was of any help. As we have seen above, the Court of Appeal refused to go beyond the strict literal interpretation of the statute.

Of greater concern is the lack of a willingness on the part of the Court to correctly apply EU law and principles. The Second Motor Vehicle Insurance Directive was the applicable law at the time and established for member states a requirement that is very clear (the provisions are now subsumed into the Sixth Motor Vehicle Insurance Directive). It is included here in its entirety:

Article 2

1. Each Member State shall take the necessary measures to ensure that *any statutory provision or any contractual clause* contained in an insurance policy issued in

accordance with Article 3 (1) of Directive 72/166/EEC, *which excludes* from insurance the use or driving of vehicles by:

- *persons who do not have express or implied authorization thereto, or*
- *persons who do not hold a licence permitting them to drive the vehicle concerned, or*
- *persons who are in breach of the statutory technical requirements concerning the condition and safety of the vehicle concerned,*

shall, for the purposes of Article 3 (1) of Directive 72/166/EEC, *be deemed to be void in respect of claims by third parties* who have been victims of an accident.

However the provision or clause referred to in the first indent may be invoked against persons who voluntarily entered the vehicle which caused the damage or injury, when the insurer can prove that they knew the vehicle was stolen.

There are two elements worth considering here. The first is the instruction to member states that statutory provisions or contractual clauses which seek to exclude insurance cover to persons lacking authorization to use or drive the vehicle are void in respect of third party victims.

Secondly, the only permissible exclusion of cover by an insurer is where the insurer can prove (note the responsibility is placed on the insurer)²⁹ the person voluntarily entered the vehicle which caused the damage or injury knowing it was stolen. The eight ‘matters’ (exclusion clauses) contained in s. 148(2) RTA88 refer to: The age or physical/mental condition of persons driving the vehicle; the condition of the vehicle (for example, a car’s illegally worn (bald) tyres); the number of persons that the vehicle carries; the weight/physical characteristics of the goods which the vehicle carries; the time at which/areas within which a vehicle is used; the horsepower/cylinder capacity or value of the vehicle; the carrying on the vehicle of particular apparatus; or the carrying on the vehicle of any particular means of identification other than that required by law. This list was held as being exhaustive in *EUI v Bristol Alliance Partnership*³⁰ and therefore any exclusion clause outside of the reach of this list was by its nature permissible. Of course, had the Court read the judgment in *Bernaldez*³¹ rather than simply to rely on the interpretation as provided in *EUI*,³² along with the consequent series of consistent case authority³³ following this clarification, it would have recognised the wording of the contract providing cover for Havard only would have been void under EU law. Of course, member states are required to follow superior EU law and provide a consistent interpretation (insofar as this does not extend to *contra legem*), as articulated in *Marleasing*.³⁴ This requirement developed and subsequently has imposed this binding duty on all the authorities of member states (including their courts).³⁵ Further, the CJEU in *Pfeiffer*³⁶ considered that national courts must operate under the presumption that the ‘member state... intended entirely to fulfil the obligations arising from the directive concerned.’³⁷

Further, when the Court of Appeal refers to the RTA88 and the MIB working together to fulfil the spirit of the EU law and that Sahin could seek a remedy under its Uninsured Drivers Agreement,³⁸ this misunderstands the role of the MIB and how it operates with motor vehicle insurance. The MIB is the guarantee body established in the UK (among other member states) to satisfy insurance claims for the third party of uninsured drivers. The MIB should only ever be a source of compensation in that event – where no insurance exists. In *Sahin*³⁹ the vehicle was subject to valid insurance, it is simply that the national law allowed (wrongly) for the

insurer to escape responsibility. The MIB has no place in these proceedings and for the Court to consider otherwise is a profound misunderstanding.

IMPLICATIONS – BREXIT AND BEYOND

The case continues in a series of judgments provided by domestic courts (and in particular the Court of Appeal) which appear to not only misunderstand the relationship between national and EU law, but steadfastly refuse to engage with the judgments and rationale provided by the CJEU. Exclusion clauses provided in contractual insurance policies are restricted to one event only ‘persons who voluntarily entered the vehicle which caused the damage or injury, when the insurer can prove that they knew the vehicle was stolen.’ Beyond this, it breaches the (superior) motor vehicle insurance directives and the line of case authority beginning with *Bernaldez*.⁴⁰

Turning to the Court of Appeal’s view that the RTA88 and MIB agreements work together to ‘satisfy both the aim and spirit of the [Motor Vehicle Insurance] directive’ they clearly do not. We have, along with other commentators,⁴¹ called for a review of the system of motor insurance law to provide the certainty needed in the law. RoadPeace has initiated a judicial review⁴² against the government for (alleged) breaches of EU law in its transposition of motor vehicle insurance law, and this is expected to be heard in January 2017. This may, of itself, lead to a review of the national provisions. How this review will progress given the Brexit decision and the statement provided by the Prime Minister on 17 January 2017 that the UK intends to leave the Single Market (and thereby the fundamental freedoms through which the motor insurance directives are a necessary component) will remain to be seen. However, as the intention is for a British exit, and the national courts, at least in relation to the law on motor vehicle insurance, have often appeared aloof to EU parent laws and to follow a consistent interpretation, it does not bode well for progressive and protective rights, especially for the third party victims of uninsured drivers and untraced vehicles.

¹ *Monk v Warbey* [1935] 1 KB 75, [1934] All ER Rep 373.

² at para [7].

³ See Marson, J. and Ferris, K. (2017). Delaney and the Motor Vehicle Insurance Directives: lessons for the teaching of EU law. *Law Teacher*, 50, 1-17.

⁴ Marson, J., Ferris, K., and Nicholson, A. (2017). Irreconcilable differences? The Road Traffic Act and the European Motor Vehicle Insurance Directives. *The Journal of Business Law* 1, p. 51.

⁵ *Monk v Warbey* [1935] 1 KB 75, [1934] All ER Rep 373.

⁶ Similar requirements are placed on authorised insurers at s. 145 RTA88.

⁷ *Monk v Warbey* [1935] 1 KB 75, [1934] All ER Rep 373.

⁸ Second Council Directive 84/5/EEC of 30 December 1983 on the approximation of the laws of the Member States relating to insurance against civil liability in respect of the use of motor vehicles. The provisions of which are now consolidated in the Sixth Directive ((The Sixth Directive) Directive 2009/103/EC relating to insurance against civil liability in respect of the use of motor vehicles, and the enforcement of the obligation to insure against such liability [2009] OJ L263/11).

⁹ The Uninsured Drivers Agreement (UDA) 2015 and the Untraced Drivers Agreement (UtDA) 2003 (as amended).

¹⁰ See our paper on the distinction and disparities between the compensation available between the RTA88 and the MIB agreements. Ferris, K., Marson, J., and Nicholson, A. (2017) ‘Brexit means Brexit: What does it mean for the Protection of Third Party Victims and the Road Traffic Act 1988?’ *Statute Law Review* (Forthcoming).

¹¹ at paras [8], [13], [16–28], [32], [33], and [34].

¹² Under what is commonly referred to as an ‘Article 75 insurer’ principle.

¹³ *EUI v Bristol Alliance Partnership* [2012] EWCA Civ 1267.

¹⁴ In Marson, J., Ferris, K., and Nicholson, A. (2017). Irreconcilable differences? The Road Traffic Act and the European Motor Vehicle Insurance Directives. *The Journal of Business Law* 1, p. 51 we argue that as a matter of EU law, the exclusions should be considered as illustrative and this is the considered opinion of the Court of Justice of the European Union.

¹⁵ at paras [29–32], [33], and [34].

¹⁶ *Monk v Warbey* [1935] 1 KB 75, [1934] All ER Rep 373.

¹⁷ (2016), Lawtel, LTL 25/10/2016.

¹⁸ *Sahin v Havard and Riverstone Insurance (UK) Ltd* [2016] EWCA Civ 1202.

¹⁹ *Monk v Warbey* [1935] 1 KB 75, [1934] All ER Rep 373.

²⁰ at paras [14–15].

²¹ [2012] EWCA Civ 1267.

²² *Monk v Warbey* [1935] 1 KB 75, [1934] All ER Rep 373.

²³ Case C-409/11 *Csonka v Magyar Allam* [2013] EUECJ (11 July 2013).

²⁴ at paras [32–39].

²⁵ *Sahin v Havard and Riverstone Insurance (UK) Ltd* [2016] EWCA Civ 1202.

²⁶ Case C-106/89 *Marleasing SA v La Comercial Internacional de Alimentación SA* [1990] ECR I-4135.

²⁷ Case C-397/01 to C-403/01 *Bernhard Pfeiffer et al v Deutsches Rotes Kreuz, Kreisverband Waldshut eV* [2004] ECR I-8835.

²⁸ *Sahin v Havard and Riverstone Insurance (UK) Ltd* [2016] EWCA Civ 1202.

²⁹ See Marson, J., Ferris, K., and Nicholson, A. (2017). Irreconcilable differences? The Road Traffic Act and the European Motor Vehicle Insurance Directives. *The Journal of Business Law* 1, p. 51.

³⁰ *EUI v Bristol Alliance Partnership* [2012] EWCA Civ 1267.

³¹ Case C-129/94 *Rafael Ruiz Bernáldez* [1996] ECR I-1829.

³² *EUI v Bristol Alliance Partnership* [2012] EWCA Civ 1267.

³³ Case C-348/98 *Vitor Manuel Mendes Ferreira and Maria Clara Delgado Correia Ferreira v Companhia de Seguros Mundial Confiança SA* [2000] ECR I-6711; Case C-537/03 *Katja Candolin, Jari-Antero Viljaniemi and Veli-Matti Paananen v Vahinkovakuutusosakeyhtiö Pohjola and Jarno Ruokoranta* [2005] ECR I-5745; Case C-356/05 *Elaine Farrell v Alan Whitty* [2007] ECR I-3067; and Case C-442/10 *Churchill Insurance Company Limited v Benjamin Wilkinson and Tracy Evans v Equity Claims Limited* [2011] ECR I-00000.

³⁴ Case C-106/89 *Marleasing SA v La Comercial Internacional de Alimentación SA* [1990] ECR I-4135.

³⁵ Case C-397/01 to C-403/01 *Bernhard Pfeiffer et al v Deutsches Rotes Kreuz, Kreisverband Waldshut eV* [2004] ECR I-8835.

³⁶ Case C-397/01 to C-403/01 *Bernhard Pfeiffer et al v Deutsches Rotes Kreuz, Kreisverband Waldshut eV* [2004] ECR I-8835.

³⁷ at [119].

³⁸ Although in Marson, J. and Ferris, K. (2017) ‘The Uninsured Drivers’ Agreement 2015 as a Legitimate Source of Authority’ *Statute Law Review*, DOI: <https://doi.org/10.1093/slr/hmw043> we outline the deficiencies in the Agreement with regards its compatibility with EU law.

³⁹ *Sahin v Havard and Riverstone Insurance (UK) Ltd* [2016] EWCA Civ 1202

⁴⁰ Case C-129/94 *Rafael Ruiz Bernáldez* [1996] ECR I-1829.

⁴¹ See in particular the work of Nick Bevan including his articles in the *New Law Journal* which include: ‘Motor Insurance Law Change’ (2016) 166 NLJ 7703, 5; ‘Putting Wrongs to Rights (Pt 2)’ (2016) 166 NLJ 7701, 13; ‘Putting Wrongs to Rights (Pt 1)’ (2016) 166 NLJ 7700, 17; ‘Redress Road’ (2016) 166 NLJ 7700, 5; ‘Still Driving Dangerously’ (2016) 166 NLJ 7693, 18; ‘A Call for (More) Reform’ (2015) 165 NLJ 7661, 9; ‘No Through Road’ (2015) 165 NLJ 7648, 7; ‘Delaney Sets a New Insurance Route’ (2015) 165 NLJ 7644, 4; ‘High Impact’ (2014) 164 NLJ 7628, 5; ‘Ignore at Your Peril’ (2014) 164 NLJ 7628, 7; ‘Bad Law’ (2014) 164 NLJ 7624, 7; ‘UK in Breach Over Uninsured Drivers’ (2014) 164 NLJ 7610, 4; ‘Untraced Drivers’ Scheme is Car Crash’ (2014) 164 NLJ 7598, 4; ‘On the Right Road (Pt IV)’ (2013) 163 NLJ 193; ‘On the Right Road? (Pt III)’ (2013) 163 NLJ 160; ‘On the Right Road? (Pt II)’ (2013) 163 NLJ 130; ‘On the Right Road?’ (2013) 163 NLJ 94; ‘Asleep at the Wheel?’ (2013) 163 NLJ 7556, 10.

⁴² *R (on the application of RoadPeace) v Secretary of State for Transport and the MIB*, Claim no. CO/4681/2015.