
Flux Rescue
Personal Cover
Policy Booklet



In the event of a breakdown please call:

0330 123 0758

Flux Rescue

Demands and needs statement

This policy is suitable if you are looking for breakdown cover for your vehicle in the event of a car accident or breakdown. It offers:

- roadside assistance and recovery;
- message service;
- home service;
- caravan and trailer service;
- alternative transport or accommodation; and
- cover for the insured whilst driving other vehicles

Definitions

The administrators

Adrian Flux Insurance, East Winch Hall, East Winch, Kings Lynn, Norfolk, PE32 1HN.

Breakdown

mechanical or electrical breakdown (failures or breakages), flat battery, puncture, running out of fuel, using the wrong fuel or contaminated fuel, ignition keys lost, stolen or locked in the vehicle, or damage that is caused by an accident, vandalism, fire or theft, which results in you not being able to drive your vehicle.

Document of insurance

your Flux Rescue membership document, which is made up of this leaflet and the schedule.

Home

the place where your vehicle is normally kept.

Period of insurance

the period covered by this insurance (as shown in the schedule).

Premium

the amount that you have paid for this policy.

Territorial limits

the mainland of England, Scotland, Wales, the Isle of Man, the Channel Islands and Northern Ireland.

Your vehicle

any vehicle specified in the schedule or any vehicle we are told about and which we accept.

We, us, our

Trinity Lane Insurance Company Limited, authorised and regulated by the Gibraltar Financial Services Commission under the Financial Services (Insurance Companies) Regulations 2020 to carry on the business of general insurance.

You, your

the person named as 'the insured' in the schedule.

What to do if you have an accident

If you have an accident, please take the following steps.

- You must report the claim to us by calling the appropriate claims line:

0344 381 4410 for motorcycle policies administered by Bikesure Insurance Services

0344 381 4420 for all other policies administered by Adrian Flux Insurance Services

The lines are open 24 hours a day, all year round.

- Call the emergency services if anyone is injured or the vehicles are obstructing the road.
- Do not admit blame at the scene. If anyone else admits blame, please note this.
- Take photographs of the scene if possible. If you don't have a camera, make a sketch of the scene.
- Note the names, registration numbers, insurance details and contact details of anyone else involved in the accident. Also note how many people were in each vehicle.
- Note the names and contact details of any witnesses to the accident.
- Note the time, weather conditions and anything unusual about the road, lighting, other vehicles or anything else that is relevant.
- Report the accident to the police if you did not exchange details at the scene with the other people involved in the accident.

What to do if you break down in the UK

Flux Rescue operates 24 hours a day, 365 days a year.

**If your vehicle breaks down you must call our 24-hour
Breakdown Control Centre on:**

0330 123 0758

or

0800 032 5515.

Our trained staff will deal with your request quickly.

If you have hearing or speech difficulties, you can use our text-messaging service on **07860 057 893**.

Please have the following information available when you phone.

- Your name, postcode and document number
- The phone number you are calling from
- The location of the broken-down vehicle, including road numbers or names and landmarks
- The registration number, make, model and colour of the vehicle
- Any modifications the vehicle has (for example, body kit such as spoilers) which we may need to know about before recovering the vehicle

Please stay with your vehicle until a rescue vehicle arrives.

Flux Rescue services in the UK

We will provide this cover for any breakdown that happens during the period of insurance and within the mainland of England, Scotland, Wales, the Isle of Man, the Channel Islands and Northern Ireland (the 'territorial limits'). If you cannot drive your vehicle as a result of a breakdown which happens during your journey, we will arrange and pay for the services shown below. Cover will apply to any person driving the insured vehicle.

The benefits and services of this policy apply to any breakdown which happens during the period of insurance and within the territorial limits.

Roadside assistance

We will arrange help at the scene of the breakdown and pay call-out fees and labour charges needed to start the vehicle. If your vehicle cannot be repaired at the scene of the breakdown within one hour, we will arrange and pay the cost of taking the vehicle, you and up to six passengers from the place where the vehicle has broken down to the nearest available garage, up to a maximum of 20 miles away.

Vehicle recovery

If your vehicle cannot be repaired at the scene of the breakdown and cannot be repaired the same day at a suitable garage, we will arrange and pay the cost of taking the vehicle, you and up to six passengers from the place where the vehicle has broken down to any one place you choose.

This service is not covered during the first 24 hours of cover. (This does not apply when you are renewing your policy.)

Message service

If your vehicle breaks down and help is arranged by our Breakdown Control Centre, we can contact your family or colleagues to let them know about the situation.

Home service

If your vehicle breaks down at your home or within a quarter of a mile of your home, we will arrange help and pay call-out fees and labour charges needed to start the vehicle. If your vehicle cannot be repaired at the scene of the breakdown within one hour, we will pay the cost of taking it to the nearest available garage, up to a maximum of 20 miles away.

Car hire or accommodation

If your vehicle breaks down while it is more than 25 miles from your home, and it cannot be repaired at the roadside or at a garage during the same day or recovered to any one place you choose, we will refund the cost of car hire or necessary emergency overnight accommodation.

The most we will pay will be:

- up to £100 for one day's car hire (the engine must not be bigger than 1600cc and you are responsible for returning the hire car and collecting your vehicle); or
- up to £200 for one night's bed and breakfast in a hotel for you and up to six passengers. (We will only refund the cost of the rooms. We will not pay any amount for other meals, drinks, newspapers or phone calls.)

Before you arrange car hire or accommodation, you must call our Breakdown Control Centre to get their agreement. We will only refund amounts covered by this insurance if we receive valid invoices and receipts.

Caravan and trailer service

If your vehicle breaks down, any attached caravan or small trailer used for private purposes will be entitled to the same service as the vehicle, as long as it is attached to the vehicle by a standard 50 millimetre (2 inch) towing coupling. (The trailer must be no more than 3 metres (10 feet) long, unless we have previously agreed a different size with you.)

Personal Cover

Cover applies whilst you are driving other vehicles which must be a private car, van up to 2.5 tons or motorcycle, trike or quad bike.

General exclusions

This insurance does not cover the following.

1. Vehicle recovery during the first 24 hours of cover. (This does not apply when you are renewing your policy.)
2. Any more than six call-outs in any single period of insurance. You will have to pay for further call-outs.
3. Claims of more than £3,500 (in total) in any year.
4. The cost of recovering the vehicle and its passengers if the vehicle can be repaired within a reasonable time at or near the place where it has broken down.
5. If the vehicle is recovered by sea or air, any amount which is more than the cost of taking the vehicle to the nearest port or airport.
6. Any ferry fares or toll fees.
7. Compensation due to delays to transport services.
8. Loss or damage to the vehicle or its contents, or any valuables in the vehicle.
9. Damage or costs as a direct result of gaining access to the vehicle following your request for help.
10. The cost of taking the vehicle and its passengers to more than one address after any one breakdown.
11. The cost of any parts, emergency windscreens or materials used to repair the vehicle.
12. Any costs or expenses for any service which is not arranged by our Breakdown Control Centre.
13. Any costs associated with carrying livestock or vehicles or trailers associated with carrying livestock.
14. Any costs or expenses if the breakdown is covered by any other insurance or recovery service.
15. Any request for a service if the vehicle has been used (from the time you bought it) for private hire, public hire, hire and reward, racing, rallying, pacemaking or in any contest or speed trial or any rigorous reliability testing.
16. **Any costs other than to recover the vehicle to a place of safety, up to a maximum of 20 miles, as a result of the wrong fuel being used. You will have to pay for any further assistance, such as a fuel-draining service.**

17. Any request for a service if the vehicle is off-road or cannot be reached due to snow, mud, sand or flood.
18. Any request for a service if the vehicle is considered to be dangerous or illegal to repair or transport.
19. Repairing or recovering your vehicle if it breaks down at the premises of a motor trader or repairer.
20. Any results of war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, or military or usurped power.
21. Direct or indirect loss, damage or liability caused by, contributed to or arising from:
 - ionising radiation or contamination from any radioactive nuclear fuel, or from any nuclear waste from burning nuclear fuel;
 - the radioactive, toxic, explosive or other dangerous property of any explosive nuclear assembly or nuclear part of that assembly; or
 - pressure waves caused by aircraft and other flying objects.

General conditions

1. We will only provide the cover described in this insurance if the following apply.

- You have met all the terms and conditions in this document of insurance.
- The information you have given us is, as far as you know, correct and complete. (Any payment we make under this insurance will be based on the original information given to us.)
- The vehicle is in good working order and in normal use.

If you have failed to give us complete and accurate information or have not met the terms and conditions, your insurance may not be valid and we may not pay your claim.

2. **This insurance only applies to you and cannot be transferred to anyone else.**

3. **You must make sure that the vehicle is in an efficient and roadworthy condition at the start of the journey or holiday and that it has been regularly serviced by a garage or yourself in line with the manufacturer's recommendations.**

4. If your vehicle breaks down, you must tell our Breakdown Control Centre straightaway (whether or not you need our services immediately).

5. We will only provide roadside help or recovery if you or the driver stays with the vehicle until a rescue vehicle arrives.

6. If a claim is made which you or anyone acting on your behalf knows is false, fraudulent or exaggerated, we will not pay the claim and cover under this insurance will end.

7. You must take all reasonable steps to prevent a breakdown, and your vehicle must not be driven in an unsafe or unroadworthy condition or until recommended repairs have been carried out.

8. You must carry a roadworthy spare tyre with your vehicle (except where one is not fitted as standard manufacturer's equipment) at all times.

9. The vehicle must have an MOT (unless exempt – you can find information about which vehicles are exempt at www.gov.uk), and be taxed, insured and registered in the UK.
10. You must keep your vehicle properly maintained and serviced.
11. This insurance only covers the vehicle specified in the schedule.
You must tell Adrian Flux Insurance about any change of vehicle immediately.
12. You must take all reasonable steps to avoid or keep to a minimum any loss arising out of a claim under this insurance. We will not cover claims arising directly out of financial incapacity (the inability to make financial decisions yourself).
13. You must keep all vouchers, invoices and receipts and other documents which may be relevant to your claim. You must tell us about any claims, in writing, as soon as possible (and within 14 days of the incident). Write to our Breakdown Control Centre, whose address is on page 13, giving full details of the time, place and circumstances of the incident you are claiming for.
14. Any documents and details we may need must be provided at your expense (or your legal representative's expense). You must also have a medical examination if we ask you to.
15. You must make sure reasonable care is taken of the vehicle. If loss or damage happens while the vehicle is in the care of a transport company, authority, garage or hotel, you must report this, in writing, to the transport company, authority, garage or hotel.
16. You must take all reasonable and practical steps to recover the vehicle if it is lost or stolen and to find out who has stolen it. We can:
 - take over, manage, defend or settle any claims; and
 - take action, at our own expense and for our own benefit, to recover any payment we have made under this insurance. We will take this action in your name or in the name of anyone else covered by this insurance. You or the person whose name we use must co-operate with us on any matter which affects this insurance.
17. If we have any extra costs above the total amount you can claim on this policy, you must pay us these when we ask and within 14 days. If you need assistance but you are not covered, our costs will include a handling charge of £200.
18. If we accept your claim but disagree with the amount due to you, we will pass the matter to an arbitrator who we both agree to. When this happens, the arbitrator must make a decision before you can start proceedings against us.
19. If you make any alteration to this insurance we may charge an administration fee.

20. We or the administrators may cancel this insurance by sending seven days' notice, in writing, to your last-known address. We may cancel this insurance if:
- you have not paid the premium;
 - you or anyone else covered by this insurance has not met the terms and conditions of this insurance;
 - you have not provided documents we or the administrators ask for;
 - a change in your circumstances means we can no longer provide cover;
 - you fail to provide information, or give us false information, that is relevant to this insurance; or
 - you harass any member of our staff or behave in an abusive or threatening way towards them.

This is not a full list.

We will send a refund of your premium to the administrators, less a charge equal to the period of insurance you have had.

21. You can cancel this insurance policy at any time by sending us written notice and returning the schedule. If you cancel your policy within the 14-day withdrawal period (the period of time you have to change your mind) and before the start of the policy, we will refund the full premium. If you cancel your policy within the 14-day withdrawal period but after your policy has started, we will refund the part of the premium you have not used (as long as this premium amount is at least £15 plus Insurance Premium Tax). We will not return premiums after the 14-day withdrawal period in any circumstances.
22. If you do not accept our decision on the most suitable course of action, we may limit our liability for any one incident to a maximum of £100.

Customer care

About our service

We, Trinity Lane Insurance Company Limited, are authorised and regulated by the Gibraltar Financial Services Commission ("GFSC") to underwrite General Insurance business.

We want to provide you with a high-quality service at all times. If you want to make a complaint about your insurance, or us, the complaints procedure is as follows.

The first step is to contact our Quality Department who will review your case. The address is: Hadleigh Breakdown, Alexandra House, 36A Church Street, Great Baddow, Chelmsford, Essex CM2 7HY. Phone: 0330 123 1305. Email: quality@hadleighbreakdown.co.uk We have appointed Hadleigh Breakdown to manage claims and complaints on our behalf.

If you are not satisfied with their response, you should email: quality@trinitylane.co.uk Or, you can write to: General Manager, Trinity Lane Insurance Company Limited, First Floor, Grand Ocean Plaza, Ocean Village, Gibraltar. When you do this, please quote your document number as it will help us deal with your complaint quickly.

If we cannot settle the complaint to your satisfaction, you can contact: The Financial Ombudsman Service, Customer Contact Division, Exchange Tower E14 9SR. Phone: 0800 023 4 567. Email: complaint.info@financial-ombudsman.org.uk

We must accept the Financial Ombudsman's decision, but you are not bound by it.

Following this complaints procedure does not affect your right to take legal action.

Financial Services Compensation Scheme (FSCS)

As we are members of the Financial Services Compensation Scheme (FSCS), you may be entitled to compensation from the scheme if we cannot meet our liabilities under this insurance. This depends on the type of policy and the circumstances of the claim. The FSCS will pay 90% of the claim for non-compulsory insurance (insurance you do not need by law). For compulsory classes of insurance (insurance you need to have, such as motor insurance), the FSCS will pay the claim in full. You can get more information about the compensation scheme arrangements from the FSCS website at www.fscs.org.uk

We are authorised and regulated by the Gibraltar Financial Services Commission to carry on general insurance business in the UK. Trinity Lane Insurance Company Limited is registered in Gibraltar. Registered office: First Floor, Grand Ocean Plaza, Ocean Village, Gibraltar.

Recording calls

To help us to provide a first-class service we may record your phone calls.

Privacy statement

We are committed to protecting the privacy of your personal information in line with current data-protection legislation, in particular the General Data Protection Regulation (GDPR). We are joint data controllers of your information, along with your insurance broker.

If you have any questions or concerns about data protection, please first contact your insurance broker.

Your information

Information you give to your broker will be shared with us on the basis of contractual requirement for the purposes of providing insurance cover and for handling claims. We may share your information with other companies such as affinity partners (for example, a company we use to provide marketing services), brokers, agents, third-party administrators, reinsurers, other insurance intermediaries, insurance reference bureaus, credit agencies, medical service providers, fraud-detection agencies, loss adjusters, solicitors or barristers, accountants and regulatory authorities, and as we may have to by law.

We will not use your information for any marketing purposes.

We may share your personal information outside of the European Economic Area (EEA). If we do this we will make sure that it is treated securely and in line with the relevant legislation.

Keeping your information

In line with the law, we will keep your information for at least six years after your policy has ended. In certain circumstances we may have to keep your information for more than six years for the purpose of handling claims.

Your rights

Under the General Data Protection Regulation (GDPR) you have the right to access or receive copies of the personal information we hold about you. We will respond to your request within one month.

If you want to ask our partners for this information, you will need to write to them direct. In line with the GDPR, we will not charge for this information in most cases.

You have the right to ask us to correct any inaccuracies in the personal information we hold about you. Please contact your insurance broker if your personal information needs updating.

If you think we have not kept to our duties under the GDPR you can complain to the Information Commissioner.

<https://ico.org.uk/global/contact-us/>

You have the right to have your information passed direct to another data controller, if it is possible to do so.

As long as it doesn't affect our contractual obligations, you also have the right to restrict how we process your information if:

- you think the information we hold about you is inaccurate;
- the processing is not in line with the law and you do not agree with your information being deleted;
- you think we have not kept to the law when deleting your information;
- we no longer need your information for processing, but you need it to make or defend a legal claim; or
- you have objected to how we process your information and are waiting for confirmation of whether the legitimate grounds for processing that information overrides your objection.

You have the right to object to the automated processing of your information, including profiling (collecting information in order to look at characteristics and predict behaviour).

This does not apply if the processing is necessary for entering into a contract, or for us to meet our obligations under our contract with you.



More than just car insurance

For Household Insurance call –	0808 077 2266
For Motorbike Insurance call –	0800 089 2000
For Van Insurance call –	0808 089 0203
For Caravan Insurance call –	0800 089 0203
For Motorhome Insurance call –	0800 081 8989

This Policy is underwritten by Trinity Lane Insurance Company Limited



T R I N I T Y
L A N E



Flux Rescue: 0330 123 0758
Customer Service: 0344 381 6504
adrianflux.co.uk

East Winch Hall, East Winch,
King's Lynn, Norfolk, PE32 1HN

Independent Insurance Intermediary
Authorised and Regulated by the Financial Conduct Authority

V3 2020.07