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# Flux Rescue Mobility Scooter Policy Booklet

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In the event of a breakdown please call:

**0800 328 8349**

# Demands and Needs Statement

This policy is suitable for someone looking for breakdown cover in the event of the mobility scooter being in an accident or a breakdown, due to it offering the following benefits;

- Roadside Assistance and Recovery
- Message Service

# Definitions

**We, us, our** – Trinity Lane Insurance Company Limited.

**The administrators** – Adrian Flux Insurance, East Winch Hall, East Winch, King's Lynn, Norfolk PE32 1HN.

**You, your** – the person named as 'the Insured' in the schedule.

**The schedule** – provides evidence that your insurance is in force and shows details such as your name, document number, vehicle and period of insurance.

**Document of Insurance** – this document together with the signed schedule, form your Document of Insurance.

**Period of Insurance** – the period of time covered by this insurance (as shown in the schedule).

**Breakdown** – mechanical or electrical breakdown (failures or breakages), flat batteries, punctures or lost keys.

**Your vehicle** – any vehicle specified in the schedule or notified to and accepted by us.

**Home** – the place where your vehicle is normally kept.

**Territorial limits** – within the mainland of England, Scotland, Wales and Northern Ireland.

**Trinity Lane Insurance Company Limited** – is 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.

# What to do if you break down

If your vehicle breaks down you must call the 24-hour Breakdown Control Centre on **0330 123 0758** or **0800 032 5515** where our trained staff will deal with your request quickly.

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

Please have the following information available when you phone.

- Your name and document number.
- The phone number (including the area code) you are calling from
- The location of the broken-down vehicle, including road numbers or names and landmarks.

Please stay with your vehicle until a rescue vehicle arrives.

Please note that you are responsible for the cost of any parts fitted.

## **Flux Rescue Services**

If the vehicle cannot be driven as a result of a breakdown, which occurs during the course of a journey and not at your home, we will provide the services shown below, as long as the appropriate premium has been paid.

We will provide cover for any breakdown and any costs involved with the breakdown, which occur during the period of insurance and within the territorial limits.

## **Roadside Assistance**

We will arrange service at the scene of the breakdown and will arrange and pay call-out fees and labour charges needed to start the vehicle. If the vehicle cannot be repaired at the scene of the breakdown, we will arrange and pay the cost of taking the vehicle and you from the place where the vehicle has broken down to the nearest suitable repairer.

If you cannot get into the rescue vehicle, we will arrange and pay the cost of a taxi to take you to the repairer, up to a maximum of 25 miles away.

This benefit is designed to cover small emergency repairs. It will not cover the cost of any parts or materials. Any work, which is not carried out at the roadside, is not covered. It is provided under a separate contract between yourself and the repairer.

## **Recovery**

If the vehicle cannot be repaired at the scene of the breakdown, we will arrange and pay the cost of taking the vehicle and you from the place where the vehicle has broken down to any one place you choose.

If you cannot get into the rescue vehicle, we will arrange and pay the cost of a taxi to take you to the one place you choose, up to a maximum of 25 miles away.

## **Message Service**

On request we will pass a message on to your family or colleagues to let them know about your situation.

# General Exclusions

## **Your Insurance does not cover the following: -**

1. 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.
2. Any ferry fares or toll fees.
3. The cost of taking the vehicle and driver to more than one address after any one breakdown.
4. The cost of recovering the vehicle and its driver if the vehicle can be repaired within a reasonable period of time at or near the place where it has broken-down
5. The cost of any parts, components or materials used to repair the vehicle.
6. Any costs or expenses for any service, which is not arranged by the Breakdown Control Centre.
7. Any costs or expenses if the vehicle is overloaded or carrying more passengers than designed to.
8. Any costs or expenses if the vehicle breaks down at your home.
9. Any costs or expenses if the vehicle is off road and cannot be reached due to snow, mud, sand or flood.
10. Any costs or expenses if the breakdown is covered by any other insurance or recovery service.
11. Loss of or damage to the vehicle or its contents, or any valuables carried in the vehicle.
12. Any results of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, military or usurped power.
13. 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.
14. The cost of taking you more than 25 miles in a taxi if you cannot get into the rescue vehicle after any one breakdown.

# General Conditions

1. We will only provide the cover described in this insurance if:
  - you have met all the terms and conditions in this document of insurance;
  - the information you have given to us is, as far as you know, correct and complete. (Any payment made under this insurance will be based on the original information given to us.)If you have failed to give us complete and accurate information or have not met the terms and conditions, this could lead to your claim being denied or the insurance not being valid.
2. This insurance only applies to you and cannot be transferred to anyone else.
3. If a breakdown occurs (whether or not you need immediate service), you must immediately tell the Breakdown Control Centre.
4. Roadside assistance or recovery will only be provided if you or the driver stays with the vehicle until a rescue vehicle arrives.
5. 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.
6. 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 repairs recommended following service have been carried out.
7. You must keep your vehicle properly maintained and battery fully charged.
8. We or the administrators may cancel this insurance by sending 7 days' notice, in writing, to your last known address. This insurance may be cancelled because:
  - 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 documentation requested by us or the administrators;
  - a change in your circumstances means we can no longer provide cover;
  - you misrepresent or fail to disclose information that is relevant to this insurance; or
  - you harass any member of our staff or show abusive or threatening behaviour towards them.This is not an exhaustive list.

We will send a refund of premium to the administrators less a charge equal to the period of insurance you have had.
9. You may cancel this insurance at any time by telling us in writing and sending back your Document of Insurance. If you cancel your policy within the 14-day withdrawal period, and before the commencement of the policy, we will refund the full premium. If you cancel the policy within the 14-day withdrawal period, but after your policy has commenced, we will refund the part of the premium you have not used subject to a minimum premium of £15 plus IPT. No return of premium is allowable irrespective of circumstances after the 14-day withdrawal period
10. This insurance only covers the vehicle specified in the schedule. You must tell the administrators about any change of vehicle immediately.
11. If you need to contact us you should do so through Adrian Flux Insurance. Their address is East Winch Hall, East Winch, King's Lynn, Norfolk PE32 1HN Telephone 0344 381 6506.

# 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, Unit 6, Lake Meadows Business Park, Woodbrook Crescent, Billericay, Essex CM12 0EQ. Telephone 0330 123 1305. Email: [quality@hadleighbreakdown.co.uk](mailto: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](mailto:quality@trinitylane.co.uk) Or, you can write to: General Manager, Trinity Lane Insurance Company Limited, First Floor, Grand Ocean Plaza, Ocean Village, Gibraltar. Phone: 00350 200 74570. 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 4567. Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

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

Following the 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](http://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.

## Call Recording

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 data in accordance with current data protection legislation, in particular the General Data Protection Regulation (GDPR). As joint data controllers of your data we operate in cooperation with your insurance broker. Any data protection queries or concerns should be directed in the first instance to your broker.

## Your Data

Data provided to your broker will be shared with us on the basis of contractual requirement, namely for the purposes of providing insurance cover and for claims handling. Your data may be shared with other companies such as affinity partners, brokers, agents, third party administrators, reinsurers, other insurance intermediaries, insurance reference bureaux, credit agencies, medical service providers, fraud detection agencies, loss adjusters, solicitors/barristers, accountants, regulatory authorities, and as may be required by law.

We will not use your data for any marketing purposes.

We may disclose your personal data to destinations outside the European Economic Area ("EEA"). Where we transfer your personal data outside of the EEA, we will ensure that it is treated securely and in accordance with the Legislation.

## Data Retention

In accordance with our legal requirements we will retain your data for a period of at least six years after your policy has lapsed. In certain circumstances we may be required to retain your data for a period exceeding six years for the purpose of claims handling.

## Your Rights

Under the General Data Protection Regulation (GDPR) you have the right to access or obtain copies of the personal information held about you by us.

A response to your request will be provided to you within one month of us receiving a valid request. If you wish to exercise this right against our partners you will need to write to them directly. In accordance with the GDPR, we will not charge for this information in most cases.

You have the right to request that we correct any inaccuracies in the personal information held about you. Please contact your broker if your personal information needs updating.

You have a right to submit a complaint to the Information Commissioner if you believe we have not complied with our obligations under the GDPR.

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

You have the right to have your data transmitted directly to another data controller where technically feasible.



You have the right to restrict data processing, where this does not conflict with our contractual obligations, where;

- You contest the accuracy of the personal data we hold
- The processing is unlawful and you oppose the erasure of your data
- We no longer need the data for processing, but the data is required by you for the establishment, exercise or defence of legal claims
- You have objected to the processing of your data pending the verification of whether the legitimate grounds for processing override your objection

You have the right to object to the automated processing of your data including, but not limited to, profiling. This excludes where the processing is necessary for entering into a contract, or the performance of our contractual obligations.



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## More than just mobility scooter insurance

For Car Insurance call -	<b>0800 081 8989</b>
For Household Insurance call -	<b>0808 077 2266</b>
For Motorbike Insurance call -	<b>0800 089 2000</b>
For Van Insurance call -	<b>0800 089 0203</b>
For Caravan Insurance call -	<b>0800 089 0203</b>
For Motorhome Insurance call -	<b>0800 081 8989</b>

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**Flux Rescue: 0800 328 8349**  
**Customer Service: 0844 888 8704\***  
**[adrianflux.co.uk](http://adrianflux.co.uk)**

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

\*Calls cost 6p per minute plus your phone company's access charge  
Independent Insurance Intermediary  
Authorised and Regulated by the Financial Conduct Authority

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