

Flux Rescue

Demands and Needs Statement

This policy is suitable for someone looking for breakdown cover for their vehicle in the event of a car accident or breakdown, due to it offering the following benefits:-

- Cover for the Insured person only
- Roadside Assistance & Recovery
- Message Service
- Home Service
- Caravan & Trailer Service
- Alternative Transport or Accommodation

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 the 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 / 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 postcode
- 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
- The registration number, make, model and colour
- Any modifications which may be relevant to the recovery of your vehicle

Please stay with your vehicle until a rescue vehicle arrives.

What to Do If You Have An Accident

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

- If the vehicle you were driving at the time of the accident is insured under a policy that is administered by Adrian Flux you must report the claim to us by calling the claims line on 0344 381 4420. The lines are open 24 hours a day, all year round.

If your vehicle is administered with Bikesure and is a motorcycle, trike or quad bike then please call the motorcycle claims line on 0344 381 4410.

If the vehicle you were driving at the time of the accident is insured elsewhere, please follow the claims process as directed by your insurer.

- 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 any other parties 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 with the other parties at the scene.

Flux Rescue Services In The UK – Personal Cover

If the vehicle cannot be driven as a result of a breakdown while you are driving, we will arrange and pay for the services as shown below as long as you have paid the appropriate premium.

We will provide this cover for any breakdown occurring during the period of insurance and within the territorial limits.

Roadside Assistance

We will arrange help 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 quickly at the scene of the breakdown, we will arrange and pay the cost of taking the vehicle, you and up to 5 passengers from the place where the vehicle has broken down to the nearest available garage.

Vehicle Recovery

If the 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 5 passengers from the place where the vehicle has broken down to any one place you choose.

Message Service

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

Home Service

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

Car Hire or Accommodation

If the 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, 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 days car hire (the engine must not exceed 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 5 passengers. (The amount we will refund will only be for the rooms) we will not pay any amount for other meals, drinks newspapers or telephone calls.

Before you arrange Car Hire or Accommodation you must call the Breakdown Control Centre for 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.

Definitions

We, us, our - Trinity Lane Insurance Company Limited.

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

You, your - the person named as 'the insured' in the schedule

Document of insurance - this leaflet together with the schedule, form your Flux Rescue Membership Document.

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

Breakdown - mechanical or electrical breakdown (failures or breakages), or damage that is caused by an accident, vandalism, fire or theft and results in you not being able to drive your vehicle.

The vehicle - any private car or van up to 2.5 tons or motorcycle, trike or quad bike which is being driven by you.

Home - the place where your vehicle is normally kept.

Territorial limits – within the mainland of England, Scotland, Wales, Isle of Man, Channel Islands and Northern Ireland.

Trinity Lane Insurance Company Limited - is authorised and regulated by the Malta Financial Services Authority under the Insurance Business Act 1998 to carry on the business of general insurance.

General Exclusions

This 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. Compensation due to delays to transport services.
4. Loss or damage to the vehicle or its contents, or any valuables carried in the vehicle.
5. Damage or costs incurred as a direct result of gaining access to the vehicle following your request for assistance.
6. The cost of taking the vehicle and its passengers to more than one address after any one breakdown.
7. **The cost of recovering the vehicle and its passengers if the vehicle can be repaired within a reasonable period of time at or near the place where it has broken down.**
8. The cost of any parts, emergency windscreens, components or materials used to repair the vehicle.
9. Any costs or expenses for any service, which is not arranged by the Breakdown Control Centre.
10. Any costs or expenses if the breakdown is covered by any other insurance or recovery service.
11. Any request for service if the vehicle has been used, (from the time you bought it) for private hire, public hire, racing, rally, pacemaking or in any contest or speed trial or any rigorous reliability testing.
12. Any request for service if the vehicle is off road or cannot be reached due to snow, mud, sand or flood.
13. Any request for service if the vehicle is considered to be dangerous or illegal to repair or transport.
14. The repair or recovery of your vehicle if it breaks down at the premises of a motor trader or repairer.
15. Any results of war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, military or usurped power.

16. Claims totalling more than £3,500 in any year.

17. 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;
- Pressure waves caused by aircraft and other flying objects.

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).
 - 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, 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. **The vehicle must not be used outside the United Kingdom.**
4. **The vehicle is in an efficient and roadworthy condition and it has been regularly serviced by a garage or yourself in accordance with the manufacturer's recommendations.**
5. If your vehicle breaks down (whether or not you need immediate service), you must immediately tell the Breakdown Control Centre.
6. Roadside help or recovery will only be provided if you stay with the vehicle until a rescue vehicle arrives.
7. If a claim is made which you or anyone acting on your behalf knows is false, fraudulent or exaggerated, we will not pay the claims and cover under this insurance will end.
8. 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.
9. You must carry a roadworthy spare tyre with your vehicle at all times, except where one is not fitted as standard manufacturer's equipment. If your vehicle is fitted with locking wheel nuts you must also carry the key/tool to remove them.
10. The vehicle must have an MOT (unless exempt), be taxed, insured and registered in the UK.
11. You must keep your vehicle properly maintained and serviced.
12. This insurance only covers a private car or van up to 2.5 tons or motorcycle, trike or quad bike which is being driven by you.

13. You must take all reasonable steps to avoid or minimise any loss arising out of a claim under this insurance. Claims arising directly out of financial incapacity will not be covered.
14. You must keep all vouchers, invoices and receipts and other documents, which may be relevant to your claim. Any claims must be notified, in writing, as soon as possible, and in any event within 14 days of the occurrence to The Breakdown Control Centre, Hadleigh Breakdown, Alexandra House, 36A Church Street, Great Baddow, Chelmsford, Essex CM2 7HY, providing full information as to the time, place and circumstances.
15. Any documentary evidence and details we may require must be provided at your expense (or your legal representative's expense). You must also have a medical examination if requested to do so.
16. You must take reasonable care for the safety and supervision of the vehicle, and if loss or damage occurs whilst it is in the care of a transport company, authority, garage or hotel, the loss or damage must be reported, in writing, to such transport company, authority, garage or hotel.
17. You must take all reasonable and practical steps to recover the vehicle if lost or stolen and to discover any guilty person or persons. We can:
 - take over, conduct, defend or settle any claims; and
 - take proceedings, 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.
18. If we incur additional costs beyond the scope of cover which applies, you must reimburse these costs on demand and within 14 days. If assistance is requested whilst cover is not in force our costs will include a handling charge of £200.
19. If we accept your claim but disagree with the amount due to you the matter will be passed to an arbitrator who we both agree to. When this happens, the arbitrator must make a decision before you can start proceedings against us.
20. If you make any alteration to this insurance we may charge an administration fee.
21. 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.

22. 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, and before the commencement 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 commenced, we will refund the part of the premium you have not used subject to a minimum premium of £15 plus IPT. After the 14-day withdrawal period, no return of premium is allowable irrespective of circumstances.
23. If you decline to accept our decision on the most suitable course of action then we may limit our liability in respect of any one incident to a maximum of £100.

Customer Care

About our service

We, Trinity Lane Insurance Company Limited, are licensed by the Malta Financial Services Authority to provide general insurance.

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. Telephone 0330 123 1305. Email: quality@hadleighbreakdown.co.uk

If you are not satisfied with their response you should write to: Customer Services Co-ordinator, Trinity Lane Insurance Company Limited, The Landmark, Level 1, Suite 2 Triq L-Iljun, Qormi QRM 3800 Malta. Phone: 00356 22 489 100. 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 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

We are authorised and regulated by the Malta Financial Services Authority to carry on general insurance business in the UK. Trinity Lane Insurance Company Limited is registered in Malta – registration number C40137. Registered office: The Landmark, Level 1, Suite 2, Triq L-Iljun, Qormi QRM 3800, Malta.

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 bureaus, 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.

**REAR COVER
REQUIRED FOR
FLUX RESCUE INSURED ONLY
PERSONAL COVER
POLICY BOOKLET**