

# HADLEIGH BREAKDOWN

HADLEIGH BREAKDOWN Provided by Trinity Lane Insurance Company Limited

**POLICY DOCUMENT - Please keep this with the vehicle. Cover is limited to a Private Car, a Motorcycle of 150cc and over, a Van/Pick-Up of 3500kgs GVW and under or a Motorhome of 3000cc / 3500kgs GVW and under. All other vehicle types are not covered.**

## LANGUAGE AND LAW APPLICABLE

This insurance is written in English and any communication we send you about it will be in English. The law of England and Wales will apply to this contract unless you and we agree otherwise or at the start date of the contract you are a resident of (or, in the case of a business, the registered office or principal place of business is in) the Channel Islands or the Isle of Man, in which case the law of that area of jurisdiction will apply.

## OUR AGREEMENT – THIS INSURANCE

This policy document is a legally-binding contract of insurance between you (the insured) and us (Trinity Lane Insurance Company Limited). The contract does not give, or intend to give, rights to anyone else. No-one else has the right to enforce any part of this contract. We may cancel or change any part of the contract without getting anyone else's permission. The contract is based on the information you provided and we have agreed to insure you under the terms, conditions and exceptions contained in this policy document or in any endorsement applying to this policy document.

## DEFINITIONS

**Breakdown** – mechanical or electrical failures/breakages; flat batteries; punctures; out of fuel; contaminated or wrong fuel used; ignition keys lost, stolen or locked in the vehicle; or damage caused by accident, vandalism, theft or attempted theft which renders the vehicle immobile.

**Document of insurance** – the policy document together with the signed policy schedule, form the Document of Insurance.

**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.

**Home, home address** – the place where the vehicle is normally kept.

**Passenger(s)** – means up to a maximum of 7 passenger(s) being transported by the vehicle.

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

**The administrators** - your insurance broker.

**The policy schedule** – the document showing the vehicle we are insuring and the cover which applies.

**The vehicle, the insured vehicle** – any vehicle specified in the policy schedule (or reported to and accepted by us), which must be a Private Car, a Motorcycle of 150cc and over, a Van/Pick-Up of 3500kgs GVW and under or a Motorhome of 3000cc / 3500kgs GVW and under. All other vehicle types are not covered.

**United Kingdom** – within the mainland of England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands.

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

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

## UK COVER

We will provide cover for breakdowns which occur during the period of insurance and within the mainland of England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands.

Whilst we hope that all journeys will be incident free, should the vehicle break down, you must call the 24-hour Breakdown Control Centre, as shown below. Please make sure you call from a place of safety. If you have hearing/speech difficulties, you can use our SMS text messaging service on 07860 057 893.

**24-hour Breakdown Control Centre  
01245 408 492 or 0330 123 0724**

Please have the following information available:

- The document number and the person named as 'the Insured' in the policy schedule.
- The phone number you are calling from.
- The vehicle details such as registration number, make, model, colour, transmission type etc.
- The location of the broken-down vehicle, including road numbers or names and landmarks.
- Any vehicle modifications which may be relevant to the recovery of the vehicle.

*Please stay with the vehicle until a rescue vehicle arrives.*

Please note that you are responsible for the cost of any parts fitted and any repairs not carried out at the scene of the breakdown.

If the vehicle cannot be used as a result of a breakdown which occurs during the course of a journey, we will arrange and pay for the services, as shown below. Cover will apply to any person driving the insured vehicle. Please note that this cover is designed to help keep the driver and the passenger(s) mobile during the journey. It is not a replacement for a motor insurance policy and does not provide cover for bodywork repairs.

### **Roadside**

If the vehicle breaks down more than one mile from the home address, we will arrange service at the scene of the breakdown and pay call-out fees and labour costs in an attempt to repair it. If it cannot be repaired quickly at the scene of the breakdown, we will arrange and pay the cost of taking it, the driver and the passenger(s) from the scene of the breakdown to the nearest repairer.

### **Recovery**

If the vehicle breaks down more than one mile from the home address and it cannot be repaired at the scene of the breakdown or the nearest repairer the same day, we will arrange and pay the cost of taking it, the driver and the passenger(s) from the scene of the breakdown to any one place you choose.

*This service is not covered during the first 48 hours of cover commencing.*

### **Home**

If the vehicle breaks down at the home address or within one mile of the home address, we will arrange service at the scene of the breakdown and pay call-out fees and labour costs in an attempt to repair it. If it cannot be repaired at the scene of the breakdown, we will arrange and pay the cost of taking it, the driver and the passenger(s) from the scene of the breakdown to the nearest repairer, up to a maximum of 20 miles.

### **Alternative Travel or Overnight Accommodation**

If the vehicle breaks down more than 25 miles from the home address, and it cannot be repaired the same day, and it cannot be recovered to any one place you choose, we will refund the cost of either alternative travel arrangements or overnight accommodation for the driver and the passenger(s).

The most we will refund will be up to a maximum of £35 per person or £150 in total (whichever is less) for one of the following:

- Vehicle hire up to a maximum of 2 days so that the driver and the passenger(s) can finish their journey and/or return to collect the vehicle after repair;
- Second class rail fares, alternative road and air travel so that the driver and the passenger(s) can finish their journey and/or return to collect the vehicle after repair;
- Overnight accommodation up to a maximum of 2 nights so that the vehicle can be repaired at or near the place where it has broken down (the amount we will refund will only be for the rooms, we will not refund any amount for food, meals or drinks).

*Before you arrange any of the above you must call the 24-hour Breakdown Control Centre for their prior agreement. We will only refund amounts covered by this insurance if we receive valid invoices and receipts.*

### **Caravan or Trailer**

Any attached small general purpose trailer no more than 3 metres/10 feet long (unless previously notified and accepted by us) or any attached caravan will be entitled to the same service as the vehicle, as long as it is attached by a standard 50 millimetre/2 inch towing coupling.

### **Messages**

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

### **GENERAL EXCEPTIONS**

These general exceptions apply to the whole insurance. This insurance does not cover the following:

1. Any legal responsibility, loss or damage that is also covered by any other insurance or organisation.
2. Any legal responsibility arising directly or indirectly from acts of terrorism, as defined in the UK Terrorism Act 2000.
3. Any result of war, riot, revolution or any similar event.
4. Direct or indirect loss, damage or legal responsibility caused by, contributed to or arising from:
  - an earthquake;
  - riot or civil commotion in Northern Ireland or outside the United Kingdom (unless we need to provide cover to meet the minimum insurance needed by law);
  - 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 equipment or nuclear part of that equipment;
  - carrying any dangerous substances or goods which you need a licence from the relevant authority for (unless we need to provide cover to meet the minimum insurance needed by law); or
  - pressure waves caused by aircraft or other flying objects.
5. Any costs for any service which is not arranged or agreed by the Breakdown Control Centre and/or Complaints/Quality team.
  6. Any costs for debit/credit card transactions.
  7. Any costs if the vehicle has been used:
    - from the time you purchased it, for private hire or public hire;
    - on any race track, race circuit or toll road without a speed limit (such as the Nurburgring);
    - for racing, rally, pacemaking or in any contest or speed trial or is involved in any rigorous reliability testing.
  8. Any costs other than recovery of the vehicle as a result of contaminated or wrong fuel used.
  9. Any costs if the vehicle is overloaded or carrying more passengers than designed to.
  10. Any costs if the vehicle is outside the eligibility as shown in the Definitions.
  11. Any costs associated with the carriage of livestock or vehicles or trailers associated with such carriage.
  12. Any costs if the breakdown is covered by any other insurance or recovery service.
  13. The cost of taking the vehicle, the driver and the passenger(s) to more than one place after any one breakdown.
  14. The cost of recovering the vehicle, the driver and the passenger(s) if it can be repaired the same day at or near the place where it has broken down.
  15. The cost of any parts, components or materials used to repair the vehicle.
  16. Breakdowns due to lack of oil, coolant, fluids or frost damage.
  17. Any costs incurred for any repairs carried out other than at the scene of the breakdown.
  18. 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.
  19. Any ferry fares, congestion charges and/or toll fees.
  20. Any request for service if the vehicle cannot be reached due to snow, mud, sand, flood or being off road.
  21. Any request for service if the vehicle has no traction other than as a result of a breakdown.
  22. Any request for service if the vehicle is considered to be dangerous or illegal to repair or transport.
  23. Damage or costs incurred as a direct result of gaining access to the vehicle following any request for assistance.
  24. The repair or recovery of the vehicle at or from the premises of a motor trader or repairer.
  25. The attendance or recovery of any vehicle being used with trade plates.
  26. Vehicles which are broken down at the time of and/or the place of purchase.
  27. Any breakdown which occurred prior to cover commencing.
  28. Loss of or damage to the vehicle or its contents, or any valuables carried in it.
  29. Telephone call charges.
  30. Compensation due to delays to transport services.
  31. Claims totalling more than £2000 in any year.

## GENERAL CONDITIONS

1. We will only provide the cover described in this insurance if:
  - Anyone involved in or making a claim has met all the conditions in this policy document; and
  - The information you have given is, as far as you know, correct and complete.
2. Your premium is based on the information you gave at the start of this insurance and when it is renewed. If you have failed to give us complete and accurate information, this could lead to us refusing a claim or this insurance not being valid. 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. If false, fraudulent or exaggerated information is provided and fraud is identified, details will be passed to fraud prevention agencies.
3. This insurance only applies to you and cannot be transferred to anyone else.
4. This insurance only covers the vehicle specified in the policy schedule. You must tell the administrators about any change of vehicle immediately.
5. You must keep a spare set of keys for the vehicle at the home address. However, when away overnight with the vehicle, you must take both sets with you.
6. The vehicle must have an MOT (unless exempt), be taxed, insured and registered in the UK.
7. You must make sure that the vehicle is in a safe and roadworthy condition at all times and it has been regularly maintained and serviced in accordance with the manufacturer's recommendations. You must keep all vouchers, invoices and receipts as evidence.
8. You must take all reasonable steps to prevent a breakdown, and the vehicle must not be used in an unsafe or unroadworthy condition or until any necessary repairs have been carried out.
9. If temporary repairs are carried out, such fault must then be immediately rectified before commencing a new journey.
10. You must carry a roadworthy and accessible spare wheel with the vehicle at all times, except where one is not fitted as standard manufacturers equipment. The spare wheel must be fitted with a roadworthy tyre. If locking wheel nuts are fitted you must also carry the key/tool to remove them.
11. If towing a caravan or trailer, these must also carry a roadworthy and accessible spare wheel at all times. The spare wheel must be fitted with a roadworthy tyre. If locking wheel nuts are fitted you must also carry the key/tool to remove them.
12. 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, repairer, car park or premises, the loss or damage must be reported, in writing, to such transport company, authority, repairer or premises.
13. You must take all reasonable steps to avoid or minimise any loss arising out of a claim under this insurance. Claims arising directly or indirectly out of financial incapacity will not be covered.
14. If a breakdown occurs (whether or not you need assistance), you must immediately tell the Breakdown Control Centre.

15. If recovery is required, the vehicle must be accessible. Any costs incurred as a result of the recovery operator not being able to load the vehicle is not covered.
16. Breakdown assistance or recovery will only be provided if you or a driver stays with the vehicle until a rescue vehicle arrives.
17. You must keep all vouchers, invoices and receipts and other documents which may be relevant to a claim. Any claims must be notified in writing, as soon as possible, and in any event within 14 days to The Breakdown Control Centre, Hadleigh Breakdown, Alexandra House, 36A Church Street, Great Baddow, Chelmsford, Essex CM2 7HY, supplying such information, details and documentary evidence as the administrators and/or the insurers may require.
18. Any documentary evidence and details we may require must be provided at your expense (or your legal representative's expense).
19. If we incur additional costs beyond the scope of cover which applies, you must reimburse these on demand and within 14 days. If assistance is requested whilst cover is not in force we may include a handling charge of no more than £200.
20. 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.
21. If we accept a 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.
22. If this insurance does not meet your needs, you may cancel it by sending written notice and returning the policy document and policy schedule to the administrators within 30 days of receiving them. The 30-day period applies to new policies and the renewing of existing policies. During this time, and providing a claim has not occurred, we will send a full refund of premium to the administrators. After this time, there is no refund of premium, irrespective of circumstances.
23. We 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.
24. If you need to contact us you should do so through the administrators.
25. We reserve the right not to offer renewal of this cover.

## 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. Telephone 0330 123 1305. Email: [quality@hadleighbreakdown.co.uk](mailto:quality@hadleighbreakdown.co.uk)

Trinity Lane Insurance Company Limited has appointed Hadleigh Breakdown to manage claims and complaints on their behalf.

If you are not satisfied with their response you should email: [quality@trinitylane.co.uk](mailto:quality@trinitylane.co.uk). Alternatively 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](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 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.