

Hadleigh Breakdown operates 24 hours a day, 365 days a year.

### What to do if you breakdown in the UK

**If your vehicle breaks down you must call the 24-hour Breakdown Control Centre on 01245 210 267 or 0330 123 1280.**

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.**

### Hadleigh Breakdown Services In The UK

We will provide this cover for any breakdown occurring during the period of insurance and within the mainland of England, Scotland, Wales, Isle of Man, Channel Islands and Northern Ireland. If the vehicle cannot be driven 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.

The benefits and services apply to any breakdown, which occurs 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 6 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 6 passengers from the place where the vehicle has broken down to any one place you choose.

#### Home Service

If the 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 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 (up to a maximum of 20 miles).

#### Caravan and Trailer Service

If your vehicle breaks down, any attached caravan or small trailer no more than 3 metres/10 feet long 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.

#### 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.

### What to do if you breakdown in Europe

**Call Opteven Emergency 24-hour telephone numbers 00 44 1245 408 480 or 00 33 (0) 426 737 952.**

Please quote the following information when you phone:

- Hadleigh Breakdown
- Your Name 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

### Hadleigh Breakdown Assistance In Europe

**Before you leave the UK, check that the Foreign and Commonwealth Office does not advise against all, or all but essential international travel.**

Whilst we hope that your travel period will be incident free, if your vehicle breaks down, help and assistance is available by calling the 24-hour English speaking emergency telephone service.

Please note that it is not always possible to provide automatic hire cars or accessories such as bike racks, luggage racks or tow bars. Some car hire companies impose driver minimum age restrictions and will also require sight of a credit card before releasing the vehicle to you.

Remember to keep all vouchers, invoices and receipts and other documents, which may be relevant to your claims. Any claims must be notified in writing, as soon as possible, and in any event within 14 days of the occurrence to

[claims@hadleighbreakdown.co.uk](mailto:claims@hadleighbreakdown.co.uk) or write to **Hadleigh Breakdown, Unit 6, Lake Meadows Business Park, Woodbrook Crescent, Billericay, Essex CM12 0EQ.**

Please read the details carefully to ensure that you are fully covered, and remember to follow any rules and procedures laid down in respect of servicing the vehicle and making a claim. (See general conditions 4 and 11).

**If you have paid the premium** this insurance will provide the benefits described below if your vehicle breaks down and cannot be driven as a result of a mechanical or electrical breakdown (failures or breakages) and results in you not being able to drive the vehicle. Such breakdown must occur within the countries of **Andorra, Austria, Belgium, Bosnia and Herzegovina, Croatia, Czech Republic, Denmark, Faroe Islands, Finland, France, Germany, Gibraltar, Greece, Iceland, Italy (including Vatican City), Liechtenstein, Luxembourg, Monaco, Montenegro, Morocco, Netherlands, Norway, Poland, Portugal, Republic of Ireland, San Marino, Slovakia, Slovenia, Spain (including Balearics), Sweden or Switzerland.**

Please note that this is not a maintenance policy and therefore does not cover the cost of parts or the cost of non-emergency repair work, such as routine servicing or diagnostic tuning. The cover is designed to help keep you and your party mobile during the journey or holiday period abroad. It is not a replacement for a motor insurance policy and does not provide cover for bodywork repairs following an accident or theft. Cover only applies for trips of 90 days or less.

### Benefits: - European Vehicle Breakdown Recovery

**You will have cover for the following:-**

1. Miscellaneous costs incurred in arranging immediate emergency roadside help following a breakdown. The most we will pay will be £250 in any one-travel period. (The cost of replacement parts will not be covered). 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 five passengers to a nearby garage for it to be repaired **at your cost**.

2. If, as a result of a breakdown you miss your pre-booked sea crossing, we will refund the cost of any replacement sea crossing occurring within 24 hours of the original departure time.
3. If the vehicle is out of use for a period of more than 8 hours as a result of a breakdown or due to death, injury or serious illness of the only available driver, we will refund the following costs and expenses as long as they are as a direct result of the breakdown or illness and are paid immediately after the breakdown or illness. (In the case of illness a Doctor's report will be required).
  - a) the cost of recovery of the vehicle to the nearest garage or railway.
  - b) freight costs to obtain any replacement part, which is not available locally (You must pay the cost of the parts and any Customs Duty to us, by credit or debit card).
  - c) **the cost of one of the following:**
    - Hiring one replacement vehicle up to £70 per day and £800 in total. This benefit commences 7 days before the intended departure date of any pre-booked holiday. (A garage report will be required).
    - And/or:**  
Extra hotel accommodation costs for you and each member of your party up to £30 per person per day incurred during the journey to and from the holiday location up to a maximum of 5 days. (We will not pay for meals or drinks).
    - Hiring one chauffeur in the event of a serious illness of the only available driver in your party, up to £100 per day and £500 in total.
    - Economy air fares or second-class rail fares so that you and your party can finish your journey or return home.
  - d) the cost of recovering the vehicle to your home if it cannot be repaired before your planned return date or costs incurred in travelling from your home or holiday location to the scene of the breakdown to collect the vehicle after repair. (Such cost must not be more than economy class airfare plus miscellaneous additional expenses not exceeding £50).
  - e) the cost of emergency repairs to secure the vehicle in the event that it is damaged by attempted theft or break-in up to a maximum of £100 (a Police report will be required).

#### Exceptions:-

1. This section does not cover
  - breakdowns due to lack of petrol, oil, water or frost damage or the use of the vehicle for racing, pacemaking, or being in any contest or speed trial or any rigorous reliability testing
  - the cost of any repair apart from repairs covered under Section 1
  - the cost of spare parts or emergency windscreens
  - expenses incurred in ordering incorrect replacement parts where this is due to insufficient or wrong information being given by you; or
  - the cost of returning hired vehicles to the Hire Company
2. If the vehicle suffers damage and it is considered to be a write-off (the cost of repairs are greater than the market value of the vehicle) subsection 3(d) will not apply where the vehicle has comprehensive motor insurance. Where the vehicle is subject to third party insurance, cover will be limited to the market value of the vehicle. If this situation arises, we reserve the right to conduct negotiations direct with the motor insurers.

#### Definitions

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

**The administrators** – Kingfisher Insurance Services Limited, Level 15, The Gherkin, 30 St Mary Axe, London EC3A 8EP.

**You, your** - the person named as 'the insured' in the schedule  
**Document of insurance** - this leaflet together with the schedule, form your Hadleigh 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), flat batteries, punctures, out of fuel, ignition keys lost or locked in the vehicle or damage that is caused by an accident, vandalism, fire or theft and results in you not being able to drive your vehicle.

**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, Isle of Man, Channel Islands and Northern Ireland.

**Trinity Lane Insurance Company Limited** – Authorised Insurer, registered in Gibraltar No 119979. Registered Office: First Floor Grand Ocean Plaza, Ocean Village, Gibraltar. Trinity Lane Insurance Company Limited is regulated by the Gibraltar Financial Services Commission and subject to limited regulation by the Financial Conduct Authority in respect of underwriting cross-border insurance business in the UK (No. 929608).

#### General Exclusions

##### This insurance does not cover the following: -

1. Any costs or expenses other than roadside assistance and/or recovery to the nearest available garage where the breakdown occurs within the first 24 hours of the policy commencing.
2. Vehicles which are broken down at the time of and/or the place of purchase.
3. 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.
4. Any ferry fares or toll fees.
5. Compensation due to delays to transport services.
6. Loss or damage to the vehicle or its contents, or any valuables carried in the vehicle.
7. Damage or costs incurred as a direct result of gaining access to the vehicle following your request for assistance.
8. The cost of taking the vehicle and its passengers to more than one address after any one breakdown.
9. **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.**
10. The cost of any parts, emergency windscreens, components or materials used to repair the vehicle.
11. Any costs or expenses for any service, which is not arranged by the Breakdown Control Centre.
12. Any costs or expenses if the breakdown is covered by any other insurance or recovery service.
13. 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 or on a derestricted road such as the Nurburgring race track.
14. Any costs or expenses for any specialist charges such as locksmiths, fuel draining and winching.
15. Any costs associated with the carriage of livestock or vehicles or trailers associated with such carriage.
16. Any request for service if the vehicle is off road or cannot be reached due to snow, mud, sand or flood.
17. Any request for service if the vehicle is considered to be dangerous or illegal to repair or transport.
18. The repair or recovery of your vehicle if it breaks down at the premises of a motor trader or repairer.
19. Any results of war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, military or usurped power.
20. **Claims totalling more than £3,500 in any year** or the

market value of the vehicle, whichever is less, during the period of insurance.

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;
  - 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 UK if the Foreign and Commonwealth Office advises against all, or all but essential international travel.**
4. **The vehicle must not be used outside the United Kingdom for more than 90 days in a row or more than 120 days in total during the period of insurance.**
5. **If you are travelling abroad you must ensure that the vehicle is in an efficient and roadworthy condition at the start of the journey or holiday and it has been regularly serviced by a garage or yourself in accordance with the manufacturer's recommendations.**
6. If your vehicle breaks down (whether or not you need immediate service), you must immediately tell the Breakdown Control Centre.
7. Roadside help or recovery will only be provided if you or the driver stays with the vehicle until a rescue vehicle arrives.
8. 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.
9. 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.
10. You must carry a roadworthy spare tyre or tyre repair/inflation kit with your vehicle (except Motorbikes) at all times. If locking wheel nuts are fitted you must also carry the key/tool to remove them.
11. You must keep a spare set of keys for the vehicle at the home address and when outside the United Kingdom you must take both sets with you.
12. The vehicle must have an MOT (unless exempt), be taxed, insured and registered in the UK at the time of the breakdown.
13. You must keep your vehicle properly maintained and serviced.
14. This insurance only covers the vehicle specified in the schedule. You must tell Kingfisher Insurance Services Limited about any change of vehicle immediately.
15. 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.
16. 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 [claims@hadleighbreakdown.co.uk](mailto:claims@hadleighbreakdown.co.uk) or write to The Breakdown Control Centre, whose address is on page 2, providing full information as to the time, place and circumstances.

17. 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.
18. 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.
19. 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.
20. 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.
21. 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.
22. If you make any alteration to this insurance we may charge an administration fee.
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. 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 or if a claim has occurred, no return of premium is allowable irrespective of circumstances.
25. 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 authorised and regulated by the Gibraltar Financial Services Commission ("GFSC") to underwrite General Insurance business.

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)

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.