



## **FLUX RESCUE**

### WHAT TO DO IF YOU BREAKDOWN IN THE UK

Flux Rescue operates 24 hours a day, 365 days a year. Our trained staff are equipped with the most up to date mapping technology and computers to provide a fast and efficient service using a network of over 1,800 Breakdown Recovery Specialists. If your vehicle breaks down you must call the 24-hour Rescue Control Centre on **0800 328 8349** or **01277 720 772**. Our trained staff will deal with your request quickly. If you have hearing difficulties, call the minicom number **0800 174647**.

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 maybe relevant to the recovery of your vehicle.

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

### **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:-**

**Roadside Assistance & Recovery  
Message Service  
Home Start Service  
Caravan & Trailer Recovery  
European Cover offering additional benefits whilst abroad.**

## keyfacts

### **ABOUT THIS DOCUMENT**

Please note that this policy summary does not contain the full terms and conditions of the contract of insurance, which can be found in the policy document.

### **INSURER**

Equity Red Star Insurance Services (ERS), which is authorised and regulated by the Financial Services Authority.

### **TYPE OF INSURANCE AND COVER**

Motor Breakdown and Recovery Insurance.

If the vehicle cannot be driven as a result of a breakdown, which occurs during the course of a journey, ERS will arrange and pay for the services as shown below.

### **BENEFITS INCLUDED AS SPECIFIED IN THE POLICY DOCUMENT:-**

(Headings shown for reference)

#### **Roadside Assistance:**

We will arrange and pay the cost of taking the vehicle, you and up to 5 passengers to any one place you choose.

#### **Message Service:**

If help is arranged by the Road Control Centre, we can contact your family or colleagues to let them know.

#### **Home Service:**

We will arrange and pay call-out fees and labour charges needed to start the vehicle.

#### **Caravan and Trailer Service:**

Any caravan or small trailer will be entitled to the same service as the vehicle as long as it's attached to the vehicle.

#### **European Benefits:**

1. Roadside Assistance
2. Replacement sea crossing cost
- 3a. Recovery to the nearest garage or railway
- 3b. Freight costs to obtain parts
- 3c. Hire vehicle
- 3c. Replacement driver if the sole available driver becomes ill
- 3c. Second class rail fares
- 3c. Emergency accommodation costs
- 3d. Recovery of the vehicle to the home address if it cannot be repaired before your planned return date or car collection costs after repair
- 3e. Emergency repairs to secure car after break in

### **MAIN TERMS AND CONDITIONS**

#### **(INCLUDING ANY SIGNIFICANT/UNUSUAL EXCLUSIONS**

(Referenced by policy sections)

Breakdown means a mechanical or electrical failure, accident, vandalism fire or theft, which renders the vehicle immobile – All sections.

Cover applies within the mainland of England, Scotland, Wales, Isle of Man, Channel Islands and Northern Ireland. Austria, Andorra, Belgium, Czech Republic, Denmark, France, Germany, Gibraltar, Greece, Republic of Ireland, Italy, Liechtenstein, Luxembourg, Monaco, Netherlands, Portugal, Slovak Republic, Slovenia, Spain (including Balearics), Sweden, Norway or Switzerland – All sections.

Ferry and/or toll fees are excluded – All sections.

The cost of any parts, emergency windscreens, components or materials used in any repair is not covered – All sections.

Service cannot be provided if the vehicle is off road or cannot be reached due to snow, mud, sand or flood – All sections.

The vehicle must not be driven in an unsafe or unroadworthy condition or until recommended repairs have been carried out – All sections.

European cover is restricted to a total of 60 days use outside the UK and maximum of 31 days per trip – All sections.

#### **PERIOD OF INSURANCE**

The insurance offered is a 12-month contract, which may be renewed each year subject to the terms and conditions that apply at the time of renewal.

#### **HOW TO OBTAIN ASSISTANCE**

If you require assistance you should call our 24-hour Rescue Control Centre, quoting your document number and name. The number to ring in the UK is 0800 328 8349 and in Europe you should call 00 800 999 00 999.

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 your premium you have not used subject to a minimum premium of £15 plus IPT.

#### **COMPLAINTS**

If you have cause to complain, please contact the Customer Service Manager of Equity Red Star at the address shown below.

If you are not happy with the way the matter is dealt with, you should write to the Chief Executive of Equity Red Star at Library House, New Road, Brentwood, Essex, CM14 4GD. When you do this, quote your document number.

After this action, if you are not satisfied with the way a complaint has been dealt with, you may ask the Complaints Department at Lloyds to review your case. The address is Complaints Department, Lloyds, One Lime Street, London, EC3M 7HA.

Having followed this procedure your complaint can be referred to the Financial Ombudsman Service (FOS). The address is The Financial Ombudsman Service, South Quay Plaza II, 183 Marsh Wall, London E14 9SR

(These procedures do not affect your right to take legal action if necessary).

#### **FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)**

If Equity Red Star at Lloyd's is unable to meet its liabilities under the insurance, you may be entitled to compensation from the FSCS. The first £2000 of a claim is protected in full and 90% of the remainder of the claim will be met. You can get further information from us or the Financial Services Authority (FSA).

#### **LAW APPLYING TO THE INSURANCE**

Unless we have agreed otherwise with you, English law will apply to this insurance.

## **FULL POLICY WORDING**

### WHAT TO DO IF YOU BREAKDOWN IN THE UK

Flux Rescue operates 24 hours a day, 365 days a year. Our trained staff are equipped with the most up to date mapping technology and computers to provide a fast and efficient service using a network of over 1,800 Breakdown Recovery Specialists. If your vehicle breaks down you must call the 24-hour Rescue Control Centre on **0800 328 8349** or **01277 720 772**. Our trained staff will deal with your request quickly. If you have hearing difficulties, call the minicom number **0800 174647**.

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 maybe relevant to the recovery of your 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 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 reasonable 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 reasonable 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 vehicles breaks down and help is arranged by the Rescue Control Centre, they 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 reasonable cost of taking the vehicle to the nearest available garage.

#### **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.

### FLUX RESCUE ASSISTANCE IN EUROPE

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. Try to call from a place where it is easy to call you back, if a fax number is available please provide this. 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 or debit card before releasing the vehicle to you.

### WHAT TO DO IF YOU BREAKDOWN IN EUROPE

Call Europ Assistance (Nederland)  
P/O Box 9230 6800 KM Arnhem, the Netherlands.  
Emergency 24-hour telephone number 00 31 26 355 3344  
Universal Freefone number 00 800 999 00 999 (available in most of Europe)  
To call from Holland replace the 00 31 with 0.

Please quote the following information when you phone.

- Flux Rescue
- Your Name and Document number.
- The phone number you are calling from.
- The location of the broken down vehicle, including road numbers of names and landmarks.
- The registration number, make, model and colour.

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 **Flux Rescue, Rescue Control Centre, Equity Red Star Motor Policies at Lloyd's, Library House, New Road, Brentwood, Essex CM14 4GD.**

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 vehicles 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, Czech Republic, Denmark, France, Germany, Gibraltar, Greece, Republic of Ireland, Italy, Liechtenstein, Luxembourg, Monaco, Netherlands, Norway, Portugal, Slovak Republic, 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 31 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 reasonable cost of taking the vehicle, you and four 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 Doctors 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).
    - 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
    - Second-class rail fares so that you and your party can finish your journey or return home
    - 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).

Before you arrange emergency travel or hotel accommodation, you must call the Rescue Control Centre for their agreement. We will only refund amounts covered by this insurance if we receive valid invoices and receipts.

- 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) sub-section 2(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** - Equity Red Star Motor Policies at Lloyd's

**Equity Red Star Motor Policies at Lloyds** - is made up of the Lloyd's underwriters who have insured you under this contract. Each underwriter is only liable for their own share of the risk and not for any other's share. You can ask us for the names of the underwriters and the share of the risk each has taken on.

**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.

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

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

## 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 Rescue 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 £3000 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; or
  - 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).

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. **You must not use your vehicle outside the United Kingdom for more than 31 days in a row or more than 60 days in total during the period of insurance.**
4. **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.**
5. If your vehicle breaks down (whether or not you need immediate service), you must immediately tell the Rescue Control Centre.
6. Roadside help or recovery will only be provided if you or the driver stays 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 (except Motorbikes) at all times and a spare set of vehicle keys.
10. Your vehicle must display a valid road tax disc and have a valid MOT.
11. You must keep your vehicle properly maintained and serviced.
12. This insurance only covers the vehicle specified in the schedule. **You must tell Flux Rescue about any change of vehicle immediately.**
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 Rescue Control Centre, whose address is on page 2, 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 may cancel the insurance by sending 7 days' notice, by recorded delivery, to your last known address. We will refund the part of your premium, which applies to the remaining period of the insurance.
22. You may cancel this insurance at any time by telling us in writing and sending back your document of insurance. 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.



**ADRIAN FLUX INSURANCE GROUP**

OUR PROMISE TO YOU

- If you have any cause to complain, or you feel that we have not kept our promise, please contact our Customer Service Manager.
- If you are not happy with the way the matter is dealt with, please write to the Chief Executive of Equity Red Star, Library house, New Road, Brentwood, Essex CM14 4GD or e-mail us at [Quality@equitygroup.co.uk](mailto:Quality@equitygroup.co.uk).
- After this action, if you are not satisfied with the way a complaint has been dealt with, you may ask the Complaints Department at Lloyd's to review your case. (This would not affect your rights to take legal action if necessary). The address is: Complaints Department, Lloyd's, One Lime Street, London EC3M 7HA.
- If you are still not satisfied, you may refer your complaint to the Financial Ombudsman Service (FOS). The address is: The Financial Ombudsman Service, South Quay Plaza II, 183 Marsh Wall, London E14 9SR. (These procedures do not affect your right to take legal action if necessary).

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

**ADRIAN FLUX INSURANCE GROUP**



**ADRIAN FLUX**  
modern approach, traditional values