

FLUXDIRECT 

Flux Rescue

Policy Booklet

In the event of a breakdown please call:

0800 328 8349

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:-

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

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
Rescue Control Centre on 0800 328 8349 or 01277 720 772.**

Our trained staff will deal with your request quickly.

If you have hearing / speech difficulties, you can use our SMS text messaging service on **07786 204387**.

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.

- 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.
- 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

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 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 Rescue 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.

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.

What To Do If You Break Down In Europe

Call IMA (UK) Assistance Ltd
Emergency 24-hour telephone numbers
00 44 (0)1277 235 999
Freephone number 00 800 999 00 999

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 or names and landmarks
- The registration number, make, model and colour

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.

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, ERS, PO Box 3298, Royal Wootton Bassett, Swindon, SN4 4GQ.**

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, Croatia, Czech Republic, Denmark, France, Germany, Gibraltar, Greece, Republic of Ireland, Italy, Liechtenstein, Luxembourg, Monaco, Netherlands, Norway, Portugal, San Marino, Slovakia, Slovenia, Spain (including Balearics), Sweden, Switzerland or Vatican City.**

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.

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).
 - 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) 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 - ERS

ERS - 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 – Flux Direct, Freepost NW 5264, 2 the Causeway, Bishop's Stortford, Hertfordshire, CM23 2ZD.

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.

ERS – ERS (Syndicate 218 at Lloyd's) is managed by ERS Syndicate Management Limited, which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Registered number 204851).

ERS Syndicate Management Limited is registered in England and Wales No. 426475. The registered office is 52-54 Leadenhall Street, London EC3A 2BJ.

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.

General Exclusions (Continued)

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).
 - 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 for more than 60 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 when outside the United Kingdom you must also carry a spare set of vehicle keys.
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 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 6, 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.

Our Promise To You

We aim to provide a first class service. If you have any reason to complain about this insurance, or us, the complaints procedure is as follows.

The first step is to contact our dedicated complaint handling department who will review your case on behalf of our Chief Executive. The address is ERS Governance Affairs, PO Box 3937, Swindon, SN4 4GW.

Tel: 0345 268 0279. Email: complaints@ers.com.

If you are not satisfied with our response you may ask the Complaints department at Lloyd's to review your case. The address is Complaints, Lloyd's, One Lime Street, London EC3M 7HA. Tel: 020 7327 5693. Email: complaints@lloyds.com.

If you are still not satisfied after contacting Lloyd's, you can refer your complaint to the Financial Ombudsman Service. The address is Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London E14 9SR. Tel: 0800 023 4567.

Email: complaint.info@financial-ombudsman.org.uk.

This does not affect your right to take legal action.

If you ask someone else to act on your behalf we will require written authority to allow us to deal with them.

Financial Services Compensation Scheme (FSCS).

As we are members of the Financial Services Compensation Scheme (FSCS), you may be entitled to compensation under the scheme if we cannot pay out all valid claims under this insurance. This depends on the type of policy you have and the circumstances of the claim. The scheme will cover 90% of the claim with no upper limit. For types of insurance you must have by law (such as third party insurance for motor claims), the scheme will cover the whole claim. You can get more information about the scheme from the FSCS or you can visit their website at www.fscs.org.uk.

Call Recording

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



Flux Rescue: 0800 328 8349
Customer Service: 0344 381 6530
fluxdirect.co.uk

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