

Octagon Total UK Breakdown Cover

How to make a claim

To make a claim on **your Octagon Insurance Services** breakdown policy, please call 0330 678 1164 (opening hours are 24 hours a day 365 days a year).

Making a claim is easy, please follow the 4 steps below;

1. Read this policy booklet to check that the cause of the breakdown is covered;
2. Have to hand the **vehicle** details such as registration number, make, model, colour, transmission type, any details of the trailer or caravan being towed, etc;
3. Detail the location of where the **vehicle** has broken down, including road numbers or names or nearby landmarks;
4. Give us details of any **vehicle** modifications which may be relevant to the recovery of **your vehicle**.

Whilst **we** hope that all journeys will be incident free, should the **vehicle** break down, please make sure **you** call from a place of safety and please stay with the **vehicle** until a rescue vehicle arrives.

If **you** have hearing/speech difficulties, **you** can use **our** SMS text messaging service on 07860 057 893.

Your Vehicle Breakdown Policy

This policy booklet combined with **your motor insurance policy** confirms cover. In return for payment of the premium **we** agree to insure **you** in accordance with these terms and conditions, contained in this booklet. Please note that once **you** have paid **Octagon Insurance Services** **we** treat it as having been received by **us**.

Important

Please keep this policy booklet, together with **your motor insurance policy**, in a safe place so **you** can read it again if **you** need to. **Cover is limited to a Private Car or a Van/Pick-Up of 3500kgs GVW and under. All other vehicle types are not covered.** **You** can only take out this insurance if **you** have bought a **motor insurance policy** with **Octagon Insurance Services**. If **your motor insurance policy** is cancelled for any reason, this policy will also be cancelled.

This policy booklet 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 booklet.

Please check that the information contained in this policy meets **your** requirements. If it does not, please contact **Octagon Insurance Services** who arranged this insurance for **you**.

Your insurer

This policy has been underwritten by **Trinity Lane Insurance Company Limited**. **Trinity Lane Insurance Company Limited** is registered in Malta based at The Landmark, Level 1, Suite 2 Triq L-Iljun, Qormi QRM 3800 Malta, and is authorised and regulated by the Malta Financial Services Authority under the Insurance Business Act 1998 to carry on the business of general insurance. It is subject to limited regulation by the Financial Conduct Authority. Details about the extent of its regulation by the Financial Conduct Authority are available on request. FCA Register number 467067. **Trinity Lane Insurance Company Limited** has appointed Hadleigh Breakdown to manage claims and complaints on their behalf.

Claims conditions

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.

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.

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.

What is covered	What is not covered
<p>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.</p> <p>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 of your choice.</p> <p>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.</p> <p>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).</p> <p>The most we will refund will be up to a maximum of £50 per person or £300 in total (whichever is less) for one of the following:</p> <ul style="list-style-type: none"> ▪ 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). <p>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.</p> <p>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/2inch towing coupling.</p>	<p>This insurance does not cover the following:</p> <ol style="list-style-type: none"> 1. Any breakdown during the first 24 hours of the period of insurance. This exception doesn't apply when you renew this contract. 2. Any legal responsibility, loss or damage that is also covered by any other insurance or organisation. 3. Any costs for any service which is not arranged or agreed by the Breakdown Control Centre and/or Complaints/Quality team. 4. Any costs for debit/credit card transactions. 5. Any costs if the vehicle has been used: <ul style="list-style-type: none"> • 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. 6. Any costs other than recovery of the vehicle as a result of contaminated or wrong fuel used. 7. Any costs if the vehicle is overloaded or carrying more passengers than designed to. 8. Any costs if the vehicle is outside the eligibility as shown in the Definitions. 9. Any costs associated with the carriage of livestock or vehicles or trailers associated with such carriage. 10. Any costs if the breakdown is covered by any other insurance or recovery service. 11. The cost of taking the vehicle, the driver and the passenger(s) to more than one place after any one breakdown. 12. 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. 13. The cost of any parts, components or materials used to repair the vehicle. 14. Breakdowns due to lack of oil, coolant, fluids or frost damage. 15. Any costs incurred for any repairs carried out other than at the scene of the breakdown. 16. 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. 17. Any ferry fares, congestion charges and/or toll fees. 18. Any request for service if the vehicle cannot be reached due to snow, mud, sand, flood or being off road. 19. Any request for service if the vehicle has no traction other than as a result of a breakdown. 20. Any request for service if the vehicle is considered to be dangerous or illegal to repair or transport. 21. Damage or costs incurred as a direct result of gaining access to the vehicle following any request for assistance. 22. The repair or recovery of the vehicle at or from the premises of a motor trader or repairer. 23. The attendance or recovery of any vehicle being used with trade plates. 24. Any vehicle which breaks down at the time of and/or the place of purchase. 25. Any breakdown which occurred prior to cover commencing. 26. Loss of or damage to the vehicle or its contents, or any valuables carried in it. 27. Telephone call charges.

<p>Messages On request we will pass a message on to family or colleagues to let them know about the breakdown.</p>	<p>28. Compensation due to delays to transport services. 29. Claims totaling more than £2,000 in any year.</p>
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General Exceptions

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

1. Any legal responsibility arising directly or indirectly from acts of terrorism, as defined in the UK Terrorism Act 2000.
2. Any result of war, riot, revolution or any similar event.
3. 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.

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 booklet; 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 **your motor insurance policy**. **You** must tell **Octagon Insurance Services** about any change of **vehicle** immediately.
5. The **vehicle** must have an MOT (unless exempt), be taxed, insured and registered in the **United Kingdom**.
6. **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.
7. **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.
8. If temporary repairs are carried out, such fault must then be immediately rectified before commencing a new journey.
9. 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.
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. **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.
12. **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.
13. If a breakdown occurs (whether or not **you** need assistance), **you** must immediately tell the Breakdown Control Centre.
14. 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.
15. Breakdown assistance or recovery will only be provided if **you** or a driver stays with the **vehicle** until a rescue vehicle arrives.
16. **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.
17. Any documentary evidence and details **we** may require must be provided at **your** expense (or **your** legal representative's expense).

18. 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.
19. 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.
20. 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**.

Cancelling your policy

If **you** decide to cancel **your Octagon Insurance Services Breakdown policy**, **you** can do so by;

- Email at customer.services@europa-group.co.uk;
- Telephone on: 0344 800 3694
- Writing to **Octagon Insurance Services** at: Europa House, Midland Way, Thornbury, BS35 2JX

Your right to cancel in the cooling off period

You can cancel within 14 days from the day of purchase or the day on which **you** receive **your** documentation, whichever is the later. The 14-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 **Octagon Insurance Services**.

Your right to cancel after the cooling off period

After the first 14 days no refund of premium will be payable.

Insurer's right to cancel

This policy runs alongside **your motor insurance policy**, if **your motor insurance policy** is cancelled for any reason this policy will also be cancelled by **us**. **We** also reserve the right not to offer renewal of this cover.

We or **Octagon Insurance Services** 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 **Octagon Insurance Services**;
- a change in **your** circumstances means **we** can no longer provide cover;
- **you** have committed fraud;
- **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.

Customer service & complaints

Questions or complaints about the sale of your policy

If **you** have a question or concern about, or wish to make a complaint about, how **your** policy was sold to **you** (including the information **you** were given before **you** bought the policy), or about the general service **you** received, please in the first instance contact **Octagon Insurance Services** by:

- Email at: customer.services@europa-group.co.uk;
- Telephone on: 0344 800 3694;
- Writing to **Octagon Insurance Services** at: Europa House, Midland Way, Thornbury, BS35 2JX

Questions or complaints about your policy or the handling of your claim

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

We want to provide **you** with a high-quality service at all times. If **you** want to make a complaint about **your** insurance, or **us**, the complaints procedure is as follows.

The first step is to contact **our** Quality Department who will review **your** case. The address is: Hadleigh Breakdown, Alexandra House, 36A Church Street, Great Baddow, Chelmsford, Essex CM2 7HY. Telephone 0330 123 1305. Email: quality@hadleighbreakdown.co.uk

If **you** are not satisfied with their response **you** should email: quality@trinitylane.co.uk. Alternatively **you** can write to: Customer Services Co-ordinator, Trinity Lane Insurance Company Limited, The Landmark, Level 1, Suite 2 Triq L-Iljun, Qormi QRM 3800 Malta. Phone: 00356 22 489 100. When **you** do this, please quote **your** document number as it will help **us** deal with **your** complaint quickly.

If **we** cannot settle the complaint to **your** satisfaction, **you** can contact: The Financial Ombudsman Service, Customer Contact Division, Exchange Tower E14 9SR. Phone: 0800 023 4 567. Email: complaint.info@financial-ombudsman.org.uk

We are bound by the Financial Ombudsman's decision, but **you** are not. Following the complaints procedure does not affect **your** right to take legal action.

Financial Services Compensation Scheme (FSCS)

As **we** are members of the Financial Services Compensation Scheme (FSCS), **you** may be entitled to compensation from the scheme if **we** cannot meet **our** liabilities under this insurance. This depends on the type of policy and the circumstances of the claim. The FSCS will pay 90% of the claim for non-compulsory insurance (insurance **you** do not need by law). For compulsory classes of insurance (insurance **you** need to have, such as motor insurance), the FSCS will pay the claim in full. **You** can get more information about the compensation scheme arrangements from the FSCS website at www.fscs.org.uk

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

Call Recording

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

Privacy Statement

We are committed to protecting the privacy of **your** personal data in accordance with current data protection legislation, in particular the General Data Protection Regulation (GDPR). As joint data controllers of **your** data **we** operate in cooperation with **Octagon Insurance Services**. Any data protection queries or concerns should be directed in the first instance to **Octagon Insurance Services**.

Your Data

Data provided to **Octagon Insurance Services** 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 reinsurers, insurance reference bureaus, fraud detection agencies, 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 **Octagon Insurance Services** 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.

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 – this policy booklet together with **your motor insurance policy**.

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

Motor insurance policy – the document showing the **vehicle we** are insuring, which was issued by **Octagon Insurance Services**.

Octagon Insurance Services - **your** insurance intermediary.

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

Period of insurance – means the date on which **you** selected **your** breakdown policy to start. The period of insurance will run until **your motor insurance policy** is due for renewal or will end when **your motor insurance policy** is cancelled, voided or not taken up.

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

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

Vehicle, insured vehicle – the vehicle specified in **your motor insurance policy** (or reported to and accepted by **us**), which must be a private car or a Van/Pick-Up of 3500kgs GVW and under insured by **us**. All other types of vehicle are not covered.

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

You, your – the person named as 'the Insured', including named drivers as detailed in **your motor insurance policy**.