



**PROTECT INSURANCE PCC LTD**

**CELL UNIVERSAL**



## **Policy Wording**

# Motor Vehicle Breakdown Insurance

How to make a claim



Call **our** Control Centre on:  
**0333 32 00 015**  
Open 24 hours a day



Or download the App to report **your** claim:



Download the **Call Assist's** free mobile app from the Google Play or Apple App Store. Once downloaded, click on 'Report Breakdown' and follow the simple step by step instructions.

Please see Section 6 of **your policy** wording below for further information on how to make a claim.



# PROTECT INSURANCE PCC LTD – CELL UNIVERSAL

## Motor Vehicle Breakdown Insurance Policy Wording

If **you** require a **LARGE PRINT** version of this document,  
contact **us** at **Customer.Service@cell-universal.gi**

### Introduction

This Motor **Vehicle Breakdown** Insurance **policy** is provided by Protect Insurance PCC Ltd – Cell Universal.

This **policy** wording is evidence of a legally binding contract of insurance between **you** and **us**. **We** will cover **you** for a **breakdown** of the insured **vehicle**. If **you** have purchased **personal cover** **we** will also cover a **breakdown** on any other **vehicle** which **you** are driving, or within which **you** are a passenger, during the **period of insurance**, as stated on the **policy schedule**, subject to the terms, conditions, clauses and exclusions of this insurance **policy**. Words which appear in bold and italics, have the meanings given to them in the **policy** definitions section of this **policy** wording.

Information and statements supplied by **you** have been relied upon by **us** when entering into this contract of insurance. These, together with this **policy**, including the **policy schedule** and **IPID** document must be read together as they constitute a legally binding contract of insurance between **you** and **us**.

Unless specifically agreed otherwise, this insurance shall be subject to the law of England and Wales.

The terms and conditions of this **policy** and all other information concerning this insurance are communicated to **you** in the English language and **we** undertake to communicate in this language for the duration of the **policy**.

The Contracts (Rights of Third Parties) Act 1999 save for the rights granted to **you** and **us** under this contract, any person or company who is not party to this contract does not have any rights they can enforce under this contract by virtue of the Contracts (Rights of Third Parties) Act 1999 except those they have in law.

This insurance has been effected with Protect Insurance PCC Ltd for the benefit and on behalf of the protected cell of the company known as "Cell Universal".

Protect Insurance PCC Ltd is established as a Protected Cell Company for the purposes of the Protected Cell Companies Act 2011 of Gibraltar (as amended) (company number 123758) and is authorised as an insurance company under the Financial Services Act 2019 by the Gibraltar Financial Services Commission. Cell Universal is a separate protected cell of Protect Insurance PCC Ltd.

Protect Insurance PCC Ltd may have one or more separate cells and pursuant to the Protected Cell Companies Act the segregated assets of each cell can only be used to support the insurance policies relating to it.

**Any claim or liability that we have under this policy will be met from the cellular assets attributable to Cell Universal. However, the non-cellular assets of Protect Insurance PCC Ltd may also be used to satisfy any claim or liability of Cell Universal in the event of the exhaustion of the assets attributable to Cell Universal.**

Registered Office Address: 5/5 Crutchett's Ramp, Gibraltar GX11 1AA

### Statement of Demands and Needs

This **policy** meets the demands and needs of a person wishing to ensure that they are covered for roadside assistance and recovery if needed in the event of a **breakdown** in the **vehicle** they are driving whilst travelling away from the **home address**.

If **you** have selected to include assistance at **your home address**, and paid the additional premium, the cover will be shown on **your schedule**. As with any insurance, it does not cover all situations and **you** should read the terms and conditions of this **policy** in connection with **your policy schedule** to ensure that **you** have chosen a level of cover that meets **your** specific needs.

## Summary of the *Policy Benefits Available*

Refer to the table below for a summary of the available coverage levels and their corresponding benefits. Please consult **your policy schedule** to verify the coverage **you** have purchased.

	Benefit	Level of Cover		
		Local Recovery	National Recovery	UK & European Recovery
	UK Roadside Assistance	✓	✓	✓
	UK Towing to Local Garage	✓	✓	✓
	Trailer and Caravan	✓	✓	✓
	Misfuel	✓	✓	✓
	Tyre	✓	✓	✓
	Keys	✓	✓	✓
	UK Recovery; <u>or</u>	X	✓	✓
<b>Combined Benefits</b>	UK Onward Travel - Car Hire, Public Transport or Taxi; <u>and/ or</u>	X	✓	✓
	UK Emergency Overnight Accommodation	X	✓	✓
	European Roadside Assistance & Towing to Local Garage	X	X	✓
<b>Combined Benefits</b>	European Onward Travel - Car Hire, Public Transport or Taxi; <u>and/ or</u>	X	X	✓
	European Emergency Overnight Accommodation	X	X	✓
	European Repatriation of Vehicle to the UK	X	X	✓
	Home Cover	Optional extra		

### Service Provider

We have appointed **Call Assist** as **our breakdown** service provider. **Call Assist** are an established independent Motor **breakdown** provider in the **UK**, and **you** can therefore be assured **you** are in safe hands should **your vehicle** suffer a **breakdown**. They provide a 24 hour, 365 day a year service through a network of **Recovery Operators** throughout the **UK** and **Europe**.

## Policy Definitions

Certain words in this **policy** have a special meaning and these words are defined below. To help make this **policy** easy to understand, wherever they appear in the **policy** we have highlighted them in bold italics.

### **Accident**

A collision immediately rendering the **vehicle** immobile or unsafe to drive. In the event of a road traffic **accident** **you** must contact **your** motor insurance company in the first instance to arrange recovery to ensure **you** receive **your** full entitlements. If assistance is not available for whatever reason, **we** will provide the services as shown under **your** cover entitlement.

### **Breakdown**

An electrical or mechanical failure, lack of fuel, misfuel, flat battery, **accident** or puncture to the **vehicle**, which immediately renders the **vehicle** immobilised.

### **Call Assist**

**Call Assist** Ltd, registered in England and Wales. Registered Company Number: 3668383. Registered office address: Axis Court, North Station Road, Colchester, Essex CO1 1UX.

Authorised and regulated by the Financial Conduct Authority, Firm Reference Number 304838

### **Callout**

The deployment of a **Recovery Operator** to **your vehicle**.

### **Europe / European**

Territorial limits of the following countries: Andorra, Austria, Balearics, Belgium, Bulgaria, Canary Isles, Channel Islands, Corsica, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Great Britain, Greece, Hungary, Isle of Man, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Monaco, Netherlands, Northern Ireland, Norway, Poland, Portugal, Republic of Ireland, Romania, San Marino, Sardinia, Sicily, Slovak Republic, Slovenia, Spain, Sweden, Switzerland.

### **Home Address**

**Your** address within the territorial limits of the **UK** recorded on **our** system or where **you** are not the owner or registered keeper of

the **vehicle**, then the address where the **vehicle** is ordinarily kept by the owner.

#### **Insurance Intermediary**

The insurance broker, and any associated trading styles and websites, through whom **you** purchased this **policy**.

#### **IPID – Insurance Product Information Document**

A standardised document that summarises the key details of an insurance product. It helps consumers understand the main features, benefits, and exclusions of the **policy**, enabling them to make informed decisions.

#### **Passengers**

All non-fare paying persons travelling with the **vehicle** at the time of the **breakdown**, up to the legal carrying capacity of the **vehicle**, and a maximum of the driver plus 6 people.

#### **Pay and then claim**

Payment of any relevant services are to be settled directly by **you**, with submission of all corresponding evidence **and/or** receipts submitted to **us** for review and reimbursement.

#### **Period of Insurance**

The duration of this **policy** as indicated on **your policy schedule**.

#### **Personal Cover**

If **you** have purchased **personal cover**, this will be shown on **your policy schedule**. This provides cover for **your vehicle**, any other vehicle **you** may be driving or within which **you** are a passenger.

#### **Policy**

Shall mean this motor **breakdown** insurance **policy**.

#### **Policy Schedule**

The document provided by the **insurance intermediary you** purchased this **policy** from detailing the **period of insurance**, eligible **vehicle**, and types of cover options **you** have purchased.

#### **Recovery Operator**

The independent technician appointed to attend the **breakdown**.

#### **Rescue Co-ordinator**

The telephone operator employed by **Call Assist**.

#### **Specialist Equipment**

Non-standard apparatus or recovery vehicles which in the opinion of the **Recovery Operator** are required to safely recover the **vehicle**. **Specialist equipment** includes but is not limited to winching, skates, sliders, dolly wheels, donor wheels and a crane lift.

#### **Suitable Garage**

Any appropriately qualified mechanic or garage which is suitable for the type of repair required and where the remedial work undertaken can be evidenced in writing.

#### **Terrorism**

Means any act deemed by the United Kingdom government to be an act of **terrorism** following the interpretation set out in part 1 of the **Terrorism Act 2000**.

#### **UK**

Territorial limits of the following countries: Great Britain, Northern Ireland, the Isle of Man, and (for residents only) Jersey and Guernsey.

#### **Us, We, Our**

Protect Insurance PCC Ltd – Cell Universal.

#### **Vehicle**

The motor **vehicle** specified on **your policy schedule**.

For customers with **personal cover**, this is extended to any other **vehicle** which **you** are driving or being carried as a passenger as being eligible for this cover.

#### **You, Your**

The person named as the policyholder in the **policy schedule** or the driver of the **vehicle** as applicable.

## 1. What is Covered

This **policy** will cover the **vehicle** and **your** selected cover options which **you** purchased. **Please refer to your policy schedule to confirm the level of cover you have purchased.**

There are three levels of cover available for purchase: Local Recovery, National Recovery, and **European** Recovery. Each level of cover offers a range of benefits, which are detailed below to inform **you** of what is and is not covered.

### 1a. Local Recovery

The following benefits are provided with all levels of cover:

UK Roadside Assistance	
What this <b>Policy</b> will cover	What this <b>Policy</b> will not cover
<ul style="list-style-type: none"> <li>In the event of a <b>breakdown</b> which occurs more than a 0.25 mile radius/straight line from <b>your home address</b>, <b>Call Assist</b> will arrange and pay for a <b>Recovery Operator</b> to attend the <b>breakdown</b> and where appropriate, spend up to 60 minutes to try and repair the <b>vehicle</b>.</li> </ul>	<ul style="list-style-type: none"> <li>Claims outside the territorial limits of the <b>UK</b>.</li> <li>Claims within 0.25 miles of <b>your home address</b>.</li> <li>Repairs exceeding 60 minutes at the roadside.</li> <li>Anything included within the <b>General Exclusions</b> section 3 below.</li> </ul>
UK Towing to Local Garage	
What this <b>Policy</b> will cover	What this <b>Policy</b> will not cover
<ul style="list-style-type: none"> <li>If, in the opinion of the <b>Recovery Operator</b>, they are unable to repair the <b>vehicle</b> within 60 minutes at the roadside, <b>Call Assist</b> will: <ul style="list-style-type: none"> <li><b>Either:</b> Arrange and pay for <b>you, your vehicle</b> and up to 6 <b>passengers</b> to be recovered to the nearest <b>suitable garage</b> which can undertake the repair within 15 miles of the <b>breakdown</b>.</li> <li><b>Or:</b> If <b>you</b> prefer <b>we</b> can take <b>you</b> and <b>your passengers</b> to a single destination of <b>your</b> choice as long as it's within 15 miles from where the breakdown occurred and no further away than <b>our</b> chosen <b>suitable garage</b>.</li> </ul> </li> <li>Recovery of <b>you, your vehicle</b> and up to 6 <b>passengers</b> must take place at the same time as the initial <b>callout</b> otherwise <b>you</b> will have to pay for subsequent <b>callout</b> charges.</li> <li>If <b>your vehicle</b> requires recovery, <b>you</b> must immediately inform the <b>Rescue Co-ordinator</b> of the address <b>you</b> would like the <b>vehicle</b> taken to. Once the <b>vehicle</b> has been delivered to the nominated address, the <b>vehicle</b> will be left at <b>your</b> own risk.</li> </ul>	<ul style="list-style-type: none"> <li>Costs of any parts or labour incurred at the garage to repair <b>your vehicle</b>.</li> <li>Recovery of <b>your vehicle</b> and <b>passengers</b> to a destination 16 miles or more from the scene of the breakdown.</li> <li>Anything included within the <b>General Exclusions</b> section 3 below.</li> </ul>
Trailer and Caravan	
What this <b>Policy</b> will cover	What this <b>Policy</b> will not cover
<ul style="list-style-type: none"> <li>In the event of a breakdown where <b>your</b> trailer or caravan is attached within the territorial limits (<b>UK &amp; Europe</b>), <b>we</b> will also pay for the trailer or caravan to be recovered with the <b>vehicle</b>, providing the trailer or caravan is fitted with:</li> </ul>	<ul style="list-style-type: none"> <li>The recovery of any caravan/trailer where the total length of the caravan/trailer exceeds 7 metres/23 feet (not including the length of the A-frame and hitch), or width of 2.44 metres/8 feet, or gross weight of more than 3.5</li> </ul>

<ul style="list-style-type: none"> <li>○ A standard 50mm tow ball coupling hitch;</li> <li>○ <b>And:</b> does not exceed 7 metres/23 feet in length (not including the length of the A-frame and hitch);</li> <li>○ <b>And:</b> has a maximum width of 2.44 metres/8 feet;</li> <li>○ <b>And:</b> has a maximum gross weight of no greater than 3.5 tonnes.</li> </ul>	<p>tonnes or where it is not attached to the <b>vehicle</b> with a standard 50mm tow ball coupling hitch.</p> <ul style="list-style-type: none"> <li>• Breakdowns or <b>accidents</b> to the caravan or trailer itself.</li> <li>• Anything included within the <b>General Exclusions</b> section 3 below.</li> </ul>
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### Misfuel

What this <i>Policy</i> will cover	What this <i>Policy</i> will not cover
<ul style="list-style-type: none"> <li>• In the event <b>your vehicle's</b> fuel tank is filled with the incorrect type of fuel within the territorial limits (<b>UK &amp; Europe</b>), <b>we</b> will pay up to £250, inclusive of VAT, towards: <ul style="list-style-type: none"> <li>○ <b>Either:</b> a fuel drain and flush to be completed at the roadside;</li> <li>○ <b>Or:</b> the recovery of <b>you, your vehicle</b> and up to 6 <b>passengers</b> to the nearest suitable repairer (within 15 miles) and their reasonable costs to drain and flush <b>your vehicle's</b> fuel tank;</li> <li>○ <b>And:</b> 10 litres of correct fuel.</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• Any claim costs exceeding £250 inclusive of VAT.</li> <li>• Occasionally misfuelling a <b>vehicle</b> can cause extensive damage which a fuel drain and flush will not rectify. This <b>policy</b> does not cover repairs for damage.</li> <li>• Recovery of <b>your vehicle</b> and <b>passengers</b> to a destination 16 miles or more from the scene of the <b>breakdown</b>.</li> <li>• Fuel above the first 10 litres.</li> <li>• Anything included within the <b>General Exclusions</b> section 3 below.</li> </ul>

### Tyres

What this <i>Policy</i> will cover	What this <i>Policy</i> will not cover
<ul style="list-style-type: none"> <li>• If <b>you</b> have an accessible and serviceable spare, or space saver wheel, along with any relevant locking wheel nut key (where applicable), a <b>Recovery Operator</b> will change the wheel within the territorial limits (<b>UK &amp; Europe</b>).</li> <li>• If spare is not available, <b>we</b> will recover <b>you</b> to the nearest <b>suitable garage</b>, within 15 miles of the <b>breakdown</b> location.</li> </ul>	<ul style="list-style-type: none"> <li>• Recovery of <b>your vehicle</b> and <b>passengers</b> to a destination 16 miles or more from the scene of the <b>breakdown</b>.</li> <li>• The cost of supplying a spare wheel or tyre, if <b>you</b> don't have one.</li> <li>• Anything included within the <b>General Exclusions</b> section 3 below.</li> </ul>

### Keys

What this <i>Policy</i> will cover	What this <i>Policy</i> will not cover
<ul style="list-style-type: none"> <li>• If <b>you</b> lose, break, or lock <b>your vehicle</b> keys within <b>your vehicle</b> within the territorial limits (<b>UK &amp; Europe</b>), <b>we</b> will pay the <b>callout</b> and the recovery of <b>you, your vehicle</b> and up to 6 <b>passengers</b> to the nearest suitable repairer or chosen destination within 15 miles of the <b>breakdown</b> location.</li> </ul>	<ul style="list-style-type: none"> <li>• All other costs incurred, including, but not limited to, any <b>specialist equipment</b> needed to move the <b>vehicle</b>, the cost of a locksmith if <b>we</b> need to call one out or secure storage costs will not be covered.</li> <li>• Recovery of <b>you, your vehicle</b> and up to 6 <b>passengers</b> to a destination 16 miles or more from the scene of the <b>breakdown</b>.</li> <li>• Anything included within the <b>General Exclusions</b> section 3 below.</li> </ul>

### Message Service

What this <i>Policy</i> will cover	What this <i>Policy</i> will not cover
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- If **you** require, **Call Assist** will pass on two messages to **your** home or place of work to let them know of **your** predicament and ease **your** worry.

- More than two messages.
- Anything included within the **General Exclusions** section 3 below.

## 1b. National Recovery

Includes all the same benefits as 'Local Recovery' whilst in the **UK**, in addition to:

### UK Recovery

#### What this Policy will cover

- If the **vehicle** cannot be made safe to drive at the place **you** have broken down and cannot be repaired the same day at a **suitable garage locally**, **we** can take **you, your vehicle** and up to 6 **passengers** to either **your** original destination or to **your home address**.

#### What this Policy will not cover

- Anything included within the **General Exclusions** section 3 below.

### Combined Benefits:

**UK** Onward Travel – Public Transport, Taxi, or Car Hire; **and/or**

**UK** Emergency Overnight Accommodation

#### What this Policy will cover

- Alternatively, if it is more appropriate for **your** circumstances **we** can offer one of, or a combination of the following and **we** will pay up to a total limit of £500 inclusive of VAT on a **pay and then claim** basis:
  - **Either:** Car Hire - Instead of taking **you** home or to **your** original destination, **you** can opt for a hire car instead if one is available and **you** meet the conditions of the hire company to be able to hire. It must be an economy class hire with a maximum engine size of 1.6L and **you** will be able to use it for up to 48 hours while **your vehicle's** being repaired. **You** must take up this option within 24 hours of **breakdown**.
  - **And/or:** Onward Travel - Another option is for **you and/or** up to 6 **passengers** to either continue **your** journey, or make **your** own way home, using standard class rail tickets or **our** choice of alternative transport.
  - **And/or:** Emergency Overnight Accommodation - If **we** can't fix **your vehicle** the same day, **you** can arrange and pay for bed and breakfast for one nights accommodation in a local hotel while **you** wait for the repairs to be done, as long as **you** have broken down more than 25 miles away from **your home address** or **your** destination. There's a limit of £80 per person, on the hotel costs that **we** will cover.
- **We** will also cover up to £40 for reasonable public transport costs to get **you** and up to 6 **passengers** to and from the hotel/hire car premises or rail station as long as these fall within the £500 total limit.

#### What this Policy will not cover

- Any Combined Benefit claims when **you and/or your vehicle and passengers** have been recovered to **your home address** or original destination, under the **UK** Recovery benefit.
- Car hire costs for vehicles exceeding 1.6L engine size, **and/or** for premium vehicles.
- **We** will not be responsible for returning the hire vehicle or collecting **your** repaired **vehicle**.
- Car hire costs for rental periods exceeding 49 hours or more.
- Any damage, **breakdown** or excess payable on the car hire contract entered into by **you**.
- Any claim costs exceeding the £500 combined benefit limit, inclusive of VAT.
- First-class transport.
- Any pre-booked public transportation or car hire that was part of **your** original travel plans and not related to the **breakdown** incident is excluded.
- Accommodation costs above £80 per person per night, exceeding the total £500 combined benefit limit.
- Accommodation bookings exceeding 1 night.
- Accommodation costs for **breakdowns** 24 miles or under from **your** home or **your** destination.

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| <ul style="list-style-type: none"> <li><b>You</b> must send <b>us your</b> claim within 28 days for <b>us</b> to pay <b>you</b> these costs, along with the relevant receipts.</li> </ul> | <ul style="list-style-type: none"> <li>Any pre-booked accommodation booked as part of the original holiday or travel plans.</li> <li>Anything included within the <b>General Exclusions</b> section 3 below.</li> </ul> |
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## 1c. European Recovery

Includes all the benefits offered under 'National Recovery' whilst in the **UK**, in addition to the following whilst in **Europe**:

### European Roadside Assistance & Towing to Local Garage

What this <i>Policy</i> will cover	What this <i>Policy</i> will not cover
<ul style="list-style-type: none"> <li><b>We</b> will provide service in <b>Europe</b> where the maximum duration of any single trip does not exceed 31 days and <b>your vehicle</b> is not outside the <b>UK</b> for a total of more than 90 days in any <b>period of insurance</b>.</li> <li><b>We</b> will pay the <b>callout</b> fees and charges for up to 60 minutes of roadside labour for a <b>recovery operator</b> to attend the scene of the incident or:</li> <li>If, in the opinion of the <b>Recovery Operator</b>, they are unable to repair the <b>vehicle</b> within 60 minutes at the roadside <b>Call Assist</b> will assist in the following way: <ul style="list-style-type: none"> <li><b>Either:</b> Arrange and pay for <b>you, your vehicle</b> and up to 6 <b>passengers</b> to be recovered to the nearest <b>suitable garage</b> which can undertake the repair of the <b>vehicle</b>.</li> <li><b>Or:</b> If the above is not possible at the time, or the repair cannot be made within the same working day, <b>Call Assist</b> will at their discretion arrange for <b>you, your vehicle</b> and up to 6 <b>passengers</b> to be recovered to <b>your</b> chosen destination as long as it is closer than the nearest <b>suitable garage</b>.</li> </ul> </li> <li>Recovery of <b>you, your vehicle</b> and up to 6 <b>passengers</b> must take place at the same time as the initial <b>callout</b> otherwise <b>you</b> will have to pay for subsequent <b>callout</b> charges.</li> <li>If <b>your vehicle</b> requires recovery, <b>you</b> must immediately inform the <b>Rescue Co-ordinator</b> of the address <b>you</b> would like the <b>vehicle</b> taken to. Once the <b>vehicle</b> has been delivered to the nominated address, the <b>vehicle</b> will be left at <b>your</b> own risk. Access to some motorways and major public roads within the territorial limits (<b>Europe</b>) may be restricted to a private towing service only. Should this occur, <b>you</b> will need to obtain assistance via the SOS phones. The private towing service will tow the <b>vehicle</b> to a place of safety and <b>you</b> will be required to pay for the service immediately. <b>You</b> can then contact <b>us</b> for further assistance. <b>We</b> will pay a maximum of £60 inclusive of VAT towards private towing services, but <b>we</b> will only reimburse claims when <b>we</b> are in receipt of valid proof of payment.</li> </ul>	<ul style="list-style-type: none"> <li>Single trips 32 days or more, or where the <b>vehicle</b> has been outside of the <b>UK</b> for 91 days or more in any <b>period of insurance</b>.</li> <li>Repairs exceeding 60 minutes at the roadside.</li> <li>Costs of any parts or labour incurred at the garage to repair <b>your vehicle</b>.</li> <li>The cost of recovery from a <b>European</b> motorway exceeding £60 inclusive of VAT. This is offered on a <b>pay and then claim</b> basis.</li> <li>Any claims whereby receipts and satisfactory evidence of payments made by <b>you</b> have not been provided.</li> <li>All things excluded under 'National Recovery'.</li> <li>Anything included within the <b>General Exclusions</b> section 3 below.</li> </ul>

- If **you** arrive at a motorail or ferry departure point too late to commence the booked journey due to a reported **breakdown** on the outward or return journey to or from the **UK**, providing **you** would have been on time if the **breakdown** had not occurred, **we** will pay the replacement cost of the first missed connection up to £250. This is offered on a **pay and then claim** basis. **You** will need to provide proof of the original and replacement booking.

**Combined Benefits:**

**European** Onward Travel – Car Hire, Public Transport or Taxi and/or  
**European** Emergency Overnight Accommodation

**What this Policy will cover**

- Should it not be possible to repair **your vehicle** at the roadside or on the same day at a **suitable garage** **we** can offer one of, or a combination of the following and **we** will pay up to a total limit of £600 inclusive of VAT on a **pay and then claim** basis:
  - Either:** Car Hire – If one is available, and **you** can meet the conditions of the hire company to be able to hire, **we** will pay for the costs of hiring an economy class hire with maximum engine size of 1.6L whilst **your vehicle** is being repaired. **You** must take up this option within 24 hours of **breakdown**.
  - And/Or:** Onward Travel - Another option is for **you and/or** up to 6 **passengers** to continue **your** journey using standard class rail tickets or **our** choice of alternative transport.
  - And/Or:** Emergency Overnight Accommodation - **you** can arrange and pay for bed and breakfast accommodation in a local hotel while **you** wait for the repairs to be done, There's a limit of £80 per person per night. on the hotel costs that **we** will cover, and these costs must be over and above anything **you** were already expected to pay.
- We** will also cover up to £40 for reasonable public transport costs to get **you** and up to 6 **passengers** to and from the hotel/hire car premises or rail station as long as these fall within the £600 total limit.
- You** must send **us your** claim within 28 days for **us** to pay **you** these costs, along with the relevant receipts.

**What this Policy will not cover**

- Any Combined Benefit claims when **you and/or your vehicle** and **passengers** have been recovered to **your** destination, under the **European** Roadside Assistance benefit.
- Car hire costs for vehicles exceeding 1.6L engine size, **and/or** are for premium vehicles.
- Any damage, **breakdown** or excess payable on the car hire contract entered into by **you**.
- First-class transport.
- Any pre-booked public transportation or car hire that was part of **your** original travel plans and not related to the breakdown incident is excluded, except for the first missed connection (see the benefit - **European** Roadside Assistance & Towing to Local Garage).
- Accommodation costs above £80 per person per night, exceeding the total £600 combined benefit limit.
- Accommodation costs for **breakdowns** 24 miles or under from **your home address** or **your** destination.
- Any pre-booked accommodation booked as part of the original holiday or travel plans.
- Any claim costs exceeding the £600 combined benefit limit, inclusive of VAT.
- Costs **you** would have paid had **you** not had a **breakdown**.
- Anything included within the **General Exclusions** section 3 below.

**European Repatriation of Vehicle to the UK**

**What this Policy will cover**

- If the **vehicle** cannot be repaired within 48 hours or by **your** intended return, whichever is due to occur last, **we** will pay for reasonable transportation for **you** and up to 6 **passengers** and **your** luggage to be taken home.

**What this Policy will not cover**

- Repatriation of the **vehicle** or **passengers** to the **UK** within 48 hours of the original **breakdown**, regardless of pre-arranged appointments **you** have.
- More than £100 storage charges, inclusive of VAT.

- |   |   |
|---|---|
| <ul style="list-style-type: none"> <li>• <b>We</b> will also pay for storage charges up to £100 inclusive of VAT whilst <b>your vehicle</b> is waiting to be repaired, collected or taken to the <b>UK</b>.</li> <li>• The mode of transportation for <b>you</b> and <b>your passengers</b> will be at <b>our</b> discretion.</li> <li>• <b>We</b> will then arrange to take <b>your vehicle</b> to <b>your home address</b> or chosen repairer in the <b>UK</b>.</li> <li>• Transporting vehicles back to the <b>UK</b> from abroad is usually a complex process which takes time, often several weeks. If <b>you</b> would like to arrange the repatriation of <b>your vehicle</b> independently or extend <b>your</b> trip to wait for it to be repaired abroad, please discuss this with <b>our Rescue Co-ordinator</b> who will be able to consider how much <b>we</b> could contribute towards this.</li> </ul> | <ul style="list-style-type: none"> <li>• Repatriation if the <b>vehicle</b> can be repaired but <b>you</b> do not have adequate funds for the repair.</li> <li>• Service where repatriation costs exceed the market value of the <b>vehicle</b>.</li> <li>• Repatriation if repairs can be done locally and <b>you</b> are not willing to allow this to happen.</li> <li>• Any costs <b>you</b> would have paid anyway for travelling home.</li> <li>• Anything included within the <b>General Exclusions</b> section 3 below.</li> </ul> |
|---|---|

## 1d. Optional Extras

Benefits included within this section are purchased in addition to the three levels of cover listed above. Please check **your policy schedule** to confirm any Optional Extras purchased and included with **your policy**.

Home Cover	
What this <b>Policy</b> will cover	What this <b>Policy</b> will not cover
<ul style="list-style-type: none"> <li>• In the event of a <b>breakdown</b> occurring where <b>your vehicle</b> is at <b>your</b> home, or within a 0.25 mile radius, then <b>Call Assist</b> will arrange and pay for a <b>Recovery Operator</b> to attend <b>your vehicle</b> and where appropriate, spend up to 60 minutes to try and repair the <b>vehicle</b>.</li> <li>• If the <b>vehicle</b> cannot be repaired, then <b>Call Assist</b> will arrange and pay for <b>you</b> and <b>your vehicle</b> to be recovered to the nearest <b>suitable garage</b> which is able to undertake the repair within 15 miles.</li> <li>• Any recovery of <b>you</b> and <b>your vehicle</b> must take place at the same time as the initial <b>callout</b> otherwise <b>you</b> will have to pay for additional <b>callout</b> charges.</li> <li>• If the <b>vehicle</b> requires recovery, <b>you</b> must immediately inform <b>our Rescue Co-ordinator</b> of the address <b>you</b> would like the <b>vehicle</b> taken to. Once the <b>vehicle</b> has been delivered to the nominated address, the <b>vehicle</b> will be left at <b>your</b> own risk and no further recovery costs will be covered in relation to the claim.</li> </ul>	<ul style="list-style-type: none"> <li>• Repairs exceeding 60 minutes at <b>your</b> home or the roadside.</li> <li>• Recovery of <b>you</b> and <b>your vehicle</b> to a destination 16 miles or more from the scene of the <b>breakdown</b>.</li> <li>• Costs of any parts or labour incurred at the garage to repair <b>your vehicle</b>.</li> <li>• Anything included within the <b>General Exclusions</b> section 3 below.</li> </ul>

## 2. General Conditions

The following conditions must be complied with by **you**, for **you** to have the full protection of **your policy**.

1. **We** will provide cover if:
  - a) **You** have met all the terms and conditions within this **policy**; and
  - b) The information provided to **us**, as far as **you** are aware, is correct.
2. Details of **your** cover may not reach **us** by the time assistance is required. In this unlikely event, **Call Assist** will assist **you** however before assistance can be provided **Call Assist** may ask to take a pre-authorisation on a credit or debit card for the estimated cost of the assistance. If **Call Assist** then receive confirmation that **you** have adequate cover the reserved funds

will be released. If **Call Assist** receive confirmation that **you** do not have adequate cover then they will take payment for any uninsured costs.

3. The driver of the **vehicle** must remain with or nearby the **vehicle** until help arrives.
4. **We** recommend **you** wait for assistance to ensure the **vehicle** is functioning correctly. If **you** do not wait for assistance and the **vehicle** breaks down again within 12 hours, **you** will be charged for the second and any subsequent **callouts**.
5. **You** must make all requests for **our breakdown** and recovery assistance immediately. **We** will not accept responsibility for any service or help that **we** have not arranged.
6. **Call Assist** have the right to refuse to provide service if **you** or **your passengers** are being obstructive in allowing them to provide the most appropriate assistance or are abusive to their **Rescue Co-ordinators** or the **Recovery Operator**.
7. The **vehicle** must be registered to and ordinarily kept at an address within the **UK** and **you** must be a permanent resident within the **UK**.
8. The **vehicle** must be located within the **UK** territorial limits when cover is purchased and commences.
9. When **you** contact **Call Assist** for assistance they may ask if **your vehicle** is fitted with alloy wheels. **Call Assist** must be advised the correct information at this time. If **Call Assist** are not made aware and are unable to provide service promptly or efficiently through the **Recovery Operator** who will be assisting **you**, **you** will be charged for any additional costs incurred.
10. If the **Recovery Operator** is able to repair **your vehicle** at the roadside, **you** should accept the assistance being provided and immediately pay for any parts supplied and fitted by debit or credit card.
11. In the event **you** use the service, and the claim is subsequently found not to be covered by the **policy you** have purchased, **we** reserve the right to reclaim any monies from **you** in order to pay for the uninsured service.
12. If **you** have a right of action against a third party, **you** shall co-operate with **us** to recover any costs incurred by **us** **We** reserve the right to claim back any costs that are recoverable through a third party.
13. Regardless of circumstances, **we** will not be held liable for any costs incurred if **you** are unable to make a telephone connection to any numbers provided.
14. The **policy** is not transferable.

### 3. General Exclusions

In addition to the benefit specific exclusions, this insurance also does not cover the following: -

1. Except for guide dogs, **we** will only allow animals to be carried at the **Recovery Operator's** discretion. Any animals can remain in **your vehicle** at **your** own risk. **We** will not be liable for any injury to animals or damage caused by them. **We** will also not be responsible for any additional costs relating to animals.
2. In the event of a road traffic **accident**, **you** must contact **your** motor insurance company in the first instance to arrange recovery to ensure **you** receive **your** full entitlements. If assistance is not available for whatever reason, **we** will provide the services as shown under **your** cover entitlement.
3. Any costs incurred to attend the **vehicle** due to faults with electric windows, sun roofs, broken windows/windcreens or locks not working which prevent the **vehicle** from being parked securely, unless the fault occurs during the course of a journey and **your** safety is compromised.
4. **We** will not cover **breakdown** caused by a failure to maintain the **vehicle** in a roadworthy condition including the routine servicing of the **vehicle** in accordance with the manufacturers recommendations or maintaining proper levels of oil and water.
5. **Breakdown** caused by overloading of the **vehicle** or carrying more **passengers** than it is designed to carry.
6. Any subsequent claim for any symptoms related to a previous **callout** unless **your vehicle** has been fully repaired at a **suitable garage**, declared fit to drive by the **Recovery Operator** or is in transit to a pre-booked appointment at a **suitable garage**. **We** will need to see evidence of a suitable repair.
7. The recovery of the **vehicle** and **passengers** if repairs can be carried out at or near the scene of the **breakdown** within the

same working day. If **vehicle** and **passenger** recovery is required, **we** will only recover to one address in respect of any one **breakdown**.

8. Any **vehicle** which is not listed on **your policy schedule** as being eligible for **breakdown** cover with **us**.
9. Any request for service if the **vehicle** is being used for motor racing, rental, hire, public hire, private hire, courier or delivery services or any contest or speed trial or practice for any of these activities, unless agreed in advance with **us**.
10. Assistance will not be provided if the **vehicle** is dangerous to transport or cannot lawfully be driven on the public highway, for example where the **vehicle** isn't roadworthy or insured.
11. The cost of any parts, components or materials used to repair the **vehicle**.
12. Repair and labour costs other than 60 minutes roadside labour at the scene.
13. The use of **specialist equipment** occasionally required because the **vehicle** is not between the kerbs, or nearby obstructions are impeding the usual method of assistance.
14. Storage charges unless incurred whilst **we** organise repatriation from the territorial limits (**Europe**) and has been agreed by **us**.
15. Any claim outside of the period of insurance or within 3 hours of the effective time and date of the **policy**, except where the **policy** was purchased 24 hours or more before the effective time and date.
16. Any **breakdown** that occurred before the **policy** commenced.
17. Total claims costs exceeding £10,000 during the **period of insurance**.
18. Any costs or expenses not authorised by **Call Assist** or the **Rescue Co-ordinator** prior to being incurred.
19. Any charges where **you** or the Emergency Services arrange assistance or repairs by other means unless the **Rescue Co-ordinator** has agreed to reimburse **you**.
20. Any damage or loss to **your vehicle** or its contents caused by the **Recovery Operator**. It is **your** responsibility to ensure personal possessions are removed prior to **your vehicle** being transported.
21. Nothing in this **policy** limits **Call Assist** liability for death or personal injury caused by the negligence of them or their employees or for any liability which may not lawfully be limited or excluded. This **policy** is not a motor liability insurance **policy** within the meaning of Part VI of the Road Traffic Act 1988.
22. Any false or fraudulent claims.
23. Recovery of the **vehicle** or **your** transport costs to return the **vehicle** to **your home address** once it has been inspected or repaired.
24. **We** will not pay for any losses that are not directly covered by the terms and conditions of this **policy**. For example, **we** will not pay for any time that has to be taken off work because of a **breakdown**, food, drinks, telephone calls or other incidental costs.
25. Any cost incurred as a result of **your** failure to comply with requests by **us**, **Call Assist** or the **Recovery Operator** concerning the assistance being provided.
26. A request for service following any intentional or wilful damage caused by **you** to **your vehicle**.
27. Fines and penalties imposed by courts.
28. Any cover which is not specifically detailed within this **policy**.

#### 4. Making Changes to Your Policy

Any changes to **your** name or contact details that occur during the **period of insurance** must be advised to **us** or **your insurance intermediary**.

#### 5. Cancellation

## Cooling-off Period

Where the **period of insurance** is more than 30 days, **you** are entitled to cancel this **policy** by notifying **your insurance intermediary** where **you** purchased this **policy** or alternatively email **us** at [cancellation@cell-universal.gi](mailto:cancellation@cell-universal.gi) within 14 days from the date **you** receive this **policy**. If cancellation is before the start of the **period of insurance**, then a full refund will be made. If cancellation is requested after the **period of insurance** has begun then a full return of the premium will be made, providing there has been no claim submitted to **us**.

## Cancellation by You

**You** may cancel the **policy** at any time. **You** must notify **your insurance intermediary** or advise **us** of this in writing to the address shown on the documentation provided to **you**, or by email to [cancellation@cell-universal.gi](mailto:cancellation@cell-universal.gi). Cancellation will only take effect from the date **we** receive **your** instructions. A refund will be calculated on a pro-rate basis for the number of days cover remaining on this **policy**.

## Cancellation by Us

**We** may cancel the **policy** where there is a valid reason for doing so which may include but is not limited to, if **we** suspect fraud, chargeback of the premium paid, **you** are not complying with the terms and conditions of the **policy** or if **you** use threatening or abusive behaviour towards **our** staff, or those of the **insurance intermediary**.

Notification of the cancellation will be sent to **your** email address used when purchasing this **policy** and will be with immediate effect. **We** will refund any remaining premium for the unused days of cover on a pro-rata basis, to **your insurance intermediary**.

## 6. What to do if You Breakdown

If **your vehicle** breaks down, please call the **Call Assist** 24 hour Control Centre on:

**0333 32 00 015**

If **you** are unable to make a connection, please contact **us** on 01206 785 974.

If **you** are deaf, hard of hearing or speech impaired, the app and online reporting options will usually be most suitable. If **you** are unable to use the app or online option, please send a text message containing **your** full name, **policy** number, **vehicle** registration and **policy** postcode to 07537 404890.

If **you** are unable to make a connection on any of the numbers provided, please call: 01603 327180.

Please have the following information ready to provide to the **Rescue Co-ordinator**:

- **Your** return telephone number
- **Your policy** number and **vehicle** registration
- What has happened to **your vehicle**
- The precise location of **your vehicle** (or as accurate as **you** are able in the circumstances).
- Whether **your vehicle** location will be accessible for a large truck

When reporting **your** claim, please let **us** know if there are any circumstances which may affect the handling of **your** claim, such as if **you** are towing something, travelling with animals, in an area exposed to extreme weather conditions, or if any of **your passengers** have any special requirements **we** may need to take into consideration.

Once **Call Assist** have taken **your** details and made all the arrangements, the **Rescue Co-ordinator** will contact **you** to advise which **Recovery Operator** will be attending and how long they are expected to take. Where possible, please ensure **your** mobile phone is available to accept calls at all times in case **Call Assist** need to contact **you**. **You** will need to be with **your vehicle** when the **Recovery Operator** arrives. If it is unsafe to wait with the **vehicle**, please inform the **Rescue Co-ordinator** who will arrange a call on approach so **you** have sufficient time to return to the **vehicle**.

It is **your** responsibility to guard **your** safety and abide by the rules of the Highway Code. Please advise the **Rescue Co-ordinator** if **you** feel it is not safe to remain within eyesight of the **vehicle**.

In the event of a **breakdown** on a motorway where **you** have no means of contacting **us** or are unaware of **your** location, please

use the nearest SOS box and advise the Emergency Services of **our** telephone number, they will then contact **Call Assist** to arrange assistance. If the Police or Highways Agency are present at the scene, please advise them that **you** have contacted **us** and provide them with the telephone number above to contact **Call Assist** on **your** behalf.

Should **you** wish to contact **Call Assist** regarding the **breakdown** service, they can be contacted by:

- Mail: Customer Services, c/o Call Assist Ltd,  
Axis Court, North Station Road, Colchester, CO1 1UX
- Email: [customerservices@call-assist.co.uk](mailto:customerservices@call-assist.co.uk)

## 7. Use of Personal Information – Privacy Notice

### Purpose of this Privacy Notice?

**We** are an authorised insurance company in Gibraltar and need to collect and process data in order to provide **our** insurance policies to customers. **We** are committed to maintaining the accuracy, confidentiality, and security of **your** personal information and this Privacy Notice describes the personal information that **we** collect from **you** or about **you** and how **we** use it and to whom **we** disclose this information.

As a business regulated by the Gibraltar Financial Services Commission (GFSC), **we** may on occasion need to process **your** data to comply with the regulatory requirements or fulfil the obligations of a contract **we** have entered with **you**.

Gibraltar has its own data protection laws that apply certain EU laws modified as necessary. This is referred to as the “Data Protection Legislation”, which includes:

The Data Protection Act 2004 (as amended) (“DPA 2004”), and regulations made under that Act; and  
The “Gibraltar GDPR”, which is essentially the EU’s General Data Protection Regulation or (Regulation (EU) 2016/679, or the “EU GDPR”) as it forms part of Gibraltar law. The Gibraltar GDPR is read slightly differently to the EU GDPR, but still offers privacy protections and guarantees in a similar manner.

### What is personal information?

For the purposes of this Privacy Notice, personal information is any information about an identifiable individual, other than the person’s business title or business contact information when used or disclosed for the purpose of business communications. Personal information does not include anonymous or non-identifiable information (i.e. information that cannot be associated with or tracked back to a specific individual).

Personal Information **we** collect, process, hold and share may include:

- Name
- Residential address
- Contact details
- Date of birth
- Proof of identity
- Background check data
- Bank details
- Occupation
- Marital status
- Special categories of data including medical and criminal information.

### Why we collect and use this information

- Establishing and maintaining communications with **you**
- Providing **our** contracted services to **you** for the insurance cover and handling claims
- Collecting, forwarding and refunding of premiums
- Processing transactions through service providers
- Complying with any requirement of Law, Regulation or reporting to a Regulatory or Tax authority
- Undertaking anti-fraud, sanction, anti-money laundering and the countering of the financing of terrorism and other checks to protect against fraud, suspicious or other illegal activities.

In the future, if **we** intend to process **your** personal data for a purpose other than that which it was collected, **we** will request **your** consent where necessary and provide **you** with information on that purpose and any other relevant information.

Marketing – **we** do not conduct marketing, advertising or publishing activities.

Promotional Offers – **we** do not conduct or make promotional offers.

Third-party Marketing – **we** will never share **your** personal data for marketing purposes.

Opting-out – as **we** never use or share **your** personal data for marketing purposes then there is no requirement for **you** to ask **us** to stop sending marketing communications.

### **The lawful basis on which we process this information**

Under the Data Protection Legislation the lawful basis **we** rely on for processing the information is to comply with **our** legal and contractual obligations for the issuance and fulfilment of **your** insurance **policy** with **us**.

**You** have provided **your** consent for the processing of the information. **You** are able to remove **your** consent at any time by contacting **our** Data Protection Officer at:

Email address: [compliance@cell-universal.gi](mailto:compliance@cell-universal.gi), or

By post: Protect Insurance PCC Ltd, 5/5 Crutchett's Ramp, Gibraltar GX11 1AA

### **Collecting this information**

Much of the information **we** hold will have been provided by **your** insurance intermediary as part of their contract with **us**. **We** outsource the handling of **our** claims and when processing a claim the claims handling company may also obtain information directly from **you** that is passed onto **us**. **We** do not use automated decision making (including profiling) in any circumstances.

### **Storing this information**

**We** hold **your** personal data on **our** Microsoft SharePoint cloud platform. The information will be stored until the expiration of a period of six years after the expiry of **your policy**, and it will then be fully deleted from **our** platform.

**We** take the security of **your** data seriously. **We** have internal policies and controls in place to ensure that **your** data is not lost, accidentally destroyed, misused or disclosed, and is not accessed except by **our** employees in the proper performance of their duties.

### **Who we share this information with**

Personal data may be shared with **our** senior management and employees of **our** Insurance Manager, SRS Management (Gibraltar) Limited, a company regulated by the GFSC. Information may also be shared with the Company's auditors, parties that provide certain information technology and data processing services, and to claims handling companies to provide **you** with the service, all of which enable **us** to operate **our** business.

In limited and necessary circumstances, **your** information may be transferred outside of the European Union, or countries not appearing on the Adequacy list, or to an international organisation, to comply with **our** legal or contractual requirements. Those transfers would always be made in compliance with relevant data protection legislation and **we** would ensure that appropriate safeguards to protect **your** personal data were put in place.

### **Your Rights**

Under the Data Protection Legislation, **you** have certain rights with regards to **your** personal data including:

**Your** right of access - **You** have the right to ask **us** for copies of **your** personal information.

**Your** right to rectification – **You** have the right to ask **us** to rectify personal information **you** think is inaccurate. **You** also have the right to ask **us** to complete information **you** think is incomplete.

**Your** right to erasure – **You** have the right to ask **us** to erase **your** personal information in certain circumstances.

**Your** right to restriction of processing – **You** have the right to ask **us** to restrict the processing of **your** personal information in certain circumstances.

**Your** right to object to processing - **You** have the right to object to the processing of **your** personal information in certain circumstances.

**Your** right to data portability – **You** have the right to ask that **we** transfer the personal information **you** gave **us** to another organisation, or to **you**, in certain circumstances.

It is **our** policy not to make a charge for exercising **your** rights, but in limited circumstances (if the request is repeated, excessive or would require a disproportionate effort) **we** may make a nominal charge to cover administrative costs, where appropriate. If **you** make a request, **we** will respond to **you** within 30 days.

### **How to complain – regarding your personal information**

If **you** have any concerns about **our** use of **your** personal information, **you** can make a complaint to **our** Data Protection Officer by contacting them at:

Email address: [compliance@cell-universal.gi](mailto:compliance@cell-universal.gi), or

By post: Protect Insurance PCC Ltd, 5/5 Crutchett's Ramp, Gibraltar GX11 1AA

**You** also have the right to complain to the Gibraltar Regulatory Authority in Gibraltar who regulate the processing of personal data, or the ICO in the UK. They can be contacted at:

Gibraltar Regulatory Authority  
2nd Floor Eurotowers 4  
1 Europort Road  
Gibraltar

Information Commissioner's Office  
Wycliff House  
Water Lane  
Wilmslow  
Cheshire

## 8. If You Need to Complain

**We** aim to provide **you** with a high level of service at all times. However, there may be a time when **you** feel that **our** service has fallen below the standard **you** expect. If this is the case and **you** want to complain, **we** will do **our** best to try and resolve the situation.

If the complaint **you** have is regarding the **breakdown** service **you** have received from **Call Assist** or the **Recovery Operator** appointed by them, then in the first instance **your** complaint should be addressed to:

**Customer Services, Call Assist Limited, Axis Court, North Station Road, Colchester, Essex CO1 1UX.**

Please include the details of **your policy**, to help **your** enquiry to be dealt with speedily.

**Call Assist** promise to:

- acknowledge **your** complaint within three working days of receiving it;
- have **your** complaint reviewed by a senior member of staff;
- tell **you** the name of the person managing **your** complaint when they send their acknowledgement letter; and
- respond to **your** complaint within eight weeks. If this is not possible for any reason, **Call Assist** will write to **you** to let **you** know when they will contact **you** again.

If **you** are not satisfied with the response from **Call Assist**, or **your** complaint relates to this **policy** of insurance or the service **we** have provided, then please contact **us**:

The Compliance Officer

By Email to: [complaints@cell-universal.gi](mailto:complaints@cell-universal.gi)

By Post to: Protect Insurance PCC Ltd – Cell Universal, 5/5 Crutchett's Ramp, Gibraltar GX11 1AA

Whilst **we** always aim to respond to a complaint as soon as possible, if **we** are unable to reply fully within 8 weeks **we** will write to **you** before this time and advise why **we** have not been able to offer a final response and how long **we** expect **our** investigation to take.

### Final Point of Contact

If **you** are not satisfied with **our** final response to **your** complaint, **you** can refer **your** complaint to the Financial Ombudsman Service. **You** can contact Financial Ombudsman Service at:

Financial Ombudsman Service

Exchange Tower

London

E14 9SR

[www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Phone: 0800 023 4567

The Financial Ombudsman Service will handle most types of complaint but there are some circumstances that fall outside of their authority. The Ombudsman's decision is binding upon **us**, but **you** are free to reject it without affecting **your** statutory rights.

## 9. Financial Services Compensation Scheme

If **we** are unable to meet **our** liabilities, **you** may be entitled to compensation under the Financial Services Compensation Scheme (FSCS). Further information about compensation scheme arrangements is available on their website [www.fscs.org.uk](http://www.fscs.org.uk), or by email to 'enquiries@fscs.org.uk' or by phone on 0207 741 4100.

## 10. Status as a Protected Cell Company

By entering into this **policy you** acknowledge (a) the applicability, validity and enforceability of the Protected Cell Companies Act of Gibraltar and (b) that the rights and obligations of Protect Insurance PCC Limited under this **policy** shall be in respect of Cell Universal (a separate protected cell of the company).