

## → Guaranteed Replacement Car

### Insurance for your Volkswagen Polo

Administered by ACM ULR Limited. Underwritten by UK General Insurance Limited on behalf of Great Lakes Insurance SE

## 📞 Emergency Hotline

**0330 018 5561**

24 hours a day 365 days a year

You will need to confirm the following:

- Policyholder's name and address
- Policy number

This Guaranteed Replacement Car Cover (the "**cover**") is an additional cover available to holders of certain motor insurance policies, arranged by BISL Limited and administered by ACM ULR Limited to provide replacement vehicles for limited periods of time when their vehicles are damaged, destroyed or stolen. UK General Insurance Limited is an insurer's agent and in the event of a claim act on behalf of Great Lakes Insurance SE, who are covered by the Financial Services Compensation Scheme (FSCS).

The **cover** is provided on the terms of this Agreement and the provision of the **cover** is conditional upon all payments due in respect of the **cover** and the motor insurance policy in conjunction with which it was arranged having been made.

## 1 Definitions

Each of the words or phrases listed below will have the same meanings wherever they appear in **bold** in this Agreement

Word	Definition
<b>ACM</b>	means ACM ULR Limited which administers this <b>cover</b> and arranges the provision of the vehicle provided under the terms of the <b>cover</b> .
<b>Replacement vehicle</b>	means any vehicle provided in accordance with this <b>cover</b> .
<b>Motor vehicle insurance policy</b>	means the motor vehicle insurance policy in conjunction with which this <b>cover</b> was arranged.
<b>Insured vehicle</b>	means the motor car, motorcycle or commercial vehicle insured under the <b>motor vehicle insurance policy</b> .
<b>Insurer</b>	means UK General Insurance Limited on behalf of Great Lakes Insurance SE.
<b>Period of insurance</b>	means the period during which the <b>motor vehicle insurance policy</b> is in force.
<b>Hire vehicle</b>	means a vehicle offered to you under the terms of any applicable Motor Legal Protection Product.
<b>You, your</b>	means the person, firm or company who has taken out this <b>cover</b> .
<b>Territorial limits</b>	means England, Wales, Scotland, Northern Ireland and the Isle of Man.

## 2 Provision of replacement vehicle

If damage to the **insured vehicle** occurs within the **territorial limits** as a result of accident, fire or theft and the damage prevents the **insured vehicle** from being driven or if the **insured vehicle** is stolen from a location within the **territorial limits**, **ACM** will, provided that all payments which have at the time fallen due in respect of this **cover** and the applicable **motor vehicle insurance policy** have been made and all **your** obligations under this **cover** and the applicable **motor vehicle insurance policy** have been complied with, arrange for **you** to be provided with a **replacement vehicle** free of charge but subject to the terms and conditions contained and referred to in this Agreement.

## 3 Duration of cover benefits

- 3.1 A **replacement vehicle** will be provided until the earliest of
- the date of completion of any necessary repairs to the **insured vehicle**;
  - the date on which any **hire vehicle** is offered to **you** or
  - the date on which any courtesy car is made available to **you** by any person, firm or company responsible for carrying out or paying for any repairs to the **insured vehicle**.
- 3.2 However, in no circumstances will any **replacement vehicle** be made available for a period of longer than 28 days.
- 3.3 At the end of the period for which a **replacement vehicle** is made available to **you** under Section 3 **you** must immediately return the **replacement vehicle** in accordance with any instructions given by **ACM** or the provider of the **replacement vehicle**.

## 4 Conditions

- 4.1 **ACM** will not be obliged to arrange the provision of a **replacement vehicle** of more than 1 litre engine capacity (where the **insured vehicle** is a car). If **you** wish to upgrade to any other vehicle the cost of the upgrade will be **your** responsibility.
- 4.2 All **replacement vehicles** are provided subject to the following terms and conditions:-
- The terms and conditions of the provider of the **replacement vehicle** arranged by **ACM**. These are available from the provider at the time the **replacement vehicle** is provided or can be obtained from **ACM** on request.
  - You** must produce **your** original full driving licence when any **replacement vehicle** is provided.
  - You** must disclose any driving penalty notices or convictions before a **replacement vehicle** is provided.
  - You** must provide valid credit or debit card details before a **replacement vehicle** is provided.
  - You** will be responsible for any fuel costs, fares, fines and fees.
  - You** must pay a security/fuel deposit when the **replacement vehicle** is provided. This is refundable on return provided the **replacement vehicle** is free from damage and has the same amount of fuel as when provided.
  - In the event of theft, attempted theft, vandalism or criminal damage to the **insured vehicle** **you** must provide a police crime reference number before a **replacement vehicle** can be provided.
  - No **replacement vehicle** may be used outside the **territorial limits**.

## 5 Reporting of incidents

**You** must report to **ACM**, or to any representative nominated

by it, any incident which may give rise to a claim for a **replacement vehicle** under this **cover** without delay, and in any event within 14 days of the occurrence of that incident.

**You** must provide without delay all information requested by **ACM** or any representative appointed by it to deal with the matter, in relation to that incident.

**You** must provide any assistance required by **ACM** or any such representative in connection with the recovery of any costs incurred in the provision of a **replacement vehicle**.

**You** must provide any assistance permitting **ACM** or any such representative to take proceedings in your name and/or assigning any rights against any such third party to **ACM** or its representative.

## 6 Exclusions

A **replacement vehicle** will not be provided in any case where:-

- 6.1 The damage to the **insured vehicle** took place prior to the **period of insurance** or more than 14 days before being reported to **ACM**;
- 6.2 **You** have failed at the time of reporting the incident or at any other stage to disclose to **ACM** or any representative appointed by it any facts relevant to the incident;
- 6.3 **You** do not have a valid **motor vehicle insurance policy**, valid road fund licence or MOT for the **insured vehicle** or a valid driving licence;
- 6.4 The **insured vehicle** was not in a roadworthy condition immediately prior to the damage occurring;
- 6.5 The insurers under the **motor vehicle insurance policy** are entitled to repudiate or avoid the **motor vehicle insurance policy** or to refuse cover;
- 6.6 The damage to the **insured vehicle** results from any deliberate or criminal act or omission or any other act or omission which **ACM** reasonably believes to be of a fraudulent nature;
- 6.7 The **insured vehicle** is damaged or stolen outside the **territorial limits**;
- 6.8 The damage to the **insured vehicle** arises as a direct or indirect consequence of:
  - (i) Irradiation, or contamination by nuclear material; or
  - (ii) The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
  - (iii) Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter; or
  - (iv) War, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority, terrorism; or
  - (v) Pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds; or
  - (vi) The failure of any device to recognise, interpret or process any date as its true calendar date.
- 6.9 Terrorism  
This policy does not provide cover for any liability arising out of acts of terrorism. Terrorism is defined as any act or acts including, but not limited to:
  - (i) The use or threat of force and/or violence and/or
  - (ii) Harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to, harm or damage by nuclear and/or chemical and/or biological and/or radiological means caused or occasioned by any person(s) or group(s) of persons in whole or in part for political, religious, ideological or similar purposes including, but not limited to, the intention to influence any government and/or to put the public or any section of the public in fear, or is claimed to be caused or occasioned in whole or in part for such purposes.
  - (iii) Any action taken in controlling, preventing, suppressing or in any way relating to (i) or (ii) above.

## 7 Compliance and avoidance

**ACM** has the right to cancel this Agreement and/or decline to provide the **cover** if:-

- 7.1 **You** do not hold a valid motor vehicle insurance policy in respect of the **insured vehicle** at the time of the damage to the **insured**

**vehicle**.

- 7.2 **Your** motor insurers are entitled to avoid the **motor vehicle insurance policy** or refuse cover.
- 7.3 Any request for the provision of a **replacement vehicle** or any other **cover** under this **cover** is fraudulent or false in any respect.

## 8 Alteration

**You** must notify **ACM** immediately of any change which could affect the provision of the **cover**.

## 9 Communication

All notices and communications from **ACM** or any of its representatives will be considered to have been sent if despatched to **your** last known address or email address.

## 10 Complaints

Any enquiry or complaint relating to this **cover** may be addressed to the Customer Relations Department, ACM ULR Limited, Fusion House, Bretton Way, Bretton, Peterborough PE3 8BG. If **you** are not satisfied with the way the complaint is being dealt with **you** may be entitled to refer **your** complaint to the Financial Ombudsman Service, Exchange Tower, London, E14 9SR and their telephone numbers are 0800 023 4567 from a landline and 0300 123 9123 from a mobile. Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk).

This complaints procedure does not affect any legal rights **you** may have.

## 11 Online dispute resolution

We always try to resolve any complaint to put things right. However, if **you** have already contacted **us** and **we** have not resolved your complaint to your satisfaction, **you** may wish to use the European Commission's Online Dispute Resolution service. This is an online portal designed to help consumers who have bought goods or services online to conduct dispute resolution, in any of the official languages of the European Union, which will then be forwarded to the Financial Ombudsman Service. <http://ec.europa.eu/odr>

## 12 Governing law

Unless some other law is agreed in writing, this policy is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the United Kingdom in which your main residence is situated. We will communicate with you in English for the duration of this agreement.

## 13 Entire agreement

This agreement contains the entire agreement between **ACM** and **you** relating to the provision of the **cover** and no other representation or warranty by **you** or **ACM** or any representative of **ACM** or any third party shall have any contractual effect unless agreed by both parties in writing.

## 14 Cancellation

**You** may cancel this policy at any time by contacting Customer Services on the number shown in **your** Bank of Scotland Car Insurance policy documents. For further details including cancellation fees and refund of premiums due please read the 'If you cancel your policy' and 'Refunds' sections in **your** Bank of Scotland Car Insurance policy. This **policy** must run alongside **your** Bank of Scotland Car Insurance policy, therefore, if **you** cancel the main **policy** that cancellation will also automatically apply to this **policy** and cover will cease from the date of cancellation.

## 15 FSCS

Great Lakes Insurance SE, is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme, if Great Lakes Insurance SE cannot meet their obligations. Most insurance contracts are covered for 90% of

the claim with no upper limit. This depends on the type of business and the circumstances of the claim. You can get more information about the compensation scheme arrangements from the FSCS by visiting [www.fscs.org.uk](http://www.fscs.org.uk). You may also contact the FSCS on their Freephone number: 0800 678 1100 or 020 7741 4100 or you can write to: Financial Services Compensation Scheme, P O Box 300, Mitcheldean, GL17 1DY.

## 16 Data protection

BISL Limited and ACM ULR Limited are the data controllers in relation to the data that is processed for the purpose of the arrangement and administration of this **cover**. Please refer to the data protection notice in **your motor vehicle insurance policy** documents which also contain full details of how **your** data is used and information about **your** rights regarding **your** data. The data protection notice also contains contact details which **you** can use to get in touch with the Data Protection Officer for either company if **you** have any queries regarding the use of **your** data.

## 17 Who regulates us

ACM is a trading name of ACM ULR Limited Registered No. 3832599. Registered office: Pegasus House, Bakewell Road, Orton Southgate, Peterborough, PE2 6YS. Authorised and regulated by the Financial Conduct Authority, Financial Services Number 306408 and regulated by the Claims Management Regulator in respect of regulated claims management activities.

This insurance is underwritten by UK General Insurance Limited on behalf of Great Lakes Insurance SE. Great Lakes Insurance SE is a German insurance company with its headquarters at Königinstrasse 107, 80802 Munich. UK Branch office: Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ.

UK General Insurance Limited is authorised and regulated by the Financial Conduct Authority. Firm Reference No 310101. Registered in England and Wales, Company No 4506493. Registered office: UK General Insurance Limited, Cast House, Old Mill Business Park, Gibraltar Island Road, Leeds, LS10 1RJ. You can check our details on the Financial Services Register <https://register.fca.org.uk/>.

UK General Insurance Limited is an insurer's agent and in the event of a claim act on behalf of Great Lakes Insurance SE. Great Lakes Insurance SE, UK Branch, is authorised by Bundesanstalt für Finanzdienstleistungsaufsicht and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Firm Reference No. 769884. Details about the extent of their regulation by the Financial Conduct Authority and Prudential Regulation Authority are available on request.

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