

**AUTOCHECK DATA GUARANTEE  
TERMS AND CONDITIONS**

Version 1.0 (10/15)

**1. DEFINITIONS**

The following words and expressions shall have the following meanings:

1.1 **“Agreement”** means the agreement for the provision of the AutoCheck Service between Experian and the Client, of which these Guarantee Terms and Conditions form part;

1.2 **“Data Issue”** means any inaccuracy in the Experian Data as specified in Clause 5.1 of the Guarantee Terms and Conditions;

1.3 **“Duration”** means (i) in relation to the Standard Guarantee, the Standard Duration; and (ii) in relation to the Increased Guarantee, the Increased Duration;

1.4 **“Export”** means that DVLA records show that a vehicle had been exported outside of the United Kingdom (including to another European Union country) at the time the AutoCheck Service was performed;

1.5 **“Financial Limit”** means (i) in relation to the Standard Guarantee, the Standard Financial Limit, and (ii) in relation to the Increased Guarantee, the Increased Financial Limit.

1.6 **“Guarantee”** means the guarantee provided by Experian to the Client in accordance with these Guarantee Terms and Conditions in relation to Losses incurred by the Client as a result of Data Issues in the AutoCheck Service;

1.7 **“Guarantee Terms and Conditions”** the terms and conditions set out in this document;

1.8 **“Import”** means a vehicle has been used outside of the European Union before its first registration with the DVLA;

1.9 **“Increased Duration”** means, in relation to an Increased Guarantee, the duration of the Guarantee set out in the Agreement, or where the Agreement states that the duration of the Guarantee will be selected at the time each AutoCheck Service is requested, the duration selected in relation to the AutoCheck Service in respect of which the Data Issue has arisen;

1.10 **“Increased Financial Limit”** means, in the case of the Increased Guarantee, either (i) the amount specified in the Agreement; or (ii)

where the Agreement states that the Financial Limit will be selected at the time each AutoCheck Service is requested, the amount selected in relation to the AutoCheck Service in respect of which the Data Issue has arisen;

1.11 **“Increased Guarantee”** means a Guarantee subject to these Guarantee Terms and Conditions with the Increased Financial Limit covering Losses occurring during the Increased Duration;

1.12 **“Limit of Protection”** has the meaning set out in Clause 5.1 of these Guarantee Terms and Conditions;

1.13 **“Losses”** has the meaning set out in Clause 5.1 of these Guarantee Terms and Conditions;

1.14 **“Market Value”** means the average trade value for a vehicle of the same type, age and mileage in average condition calculated in accordance with Glass’s Car Trade Guide (published by Glass’s Information Services Limited) at the date the claim is notified to Experian;

1.15 **“Standard Duration”** means a period of 12 months from the date on which the AutoCheck Service was performed;

1.16 **“Standard Financial Limit”** means £10,000;

1.17 **“Standard Guarantee”** means a Guarantee subject to these Guarantee Terms and Conditions with the Standard Financial Limit covering Losses occurring within the Standard Duration;

To the extent any terms are not defined in the Guarantee Terms and Conditions they shall have the meaning set out in the Agreement.

**2. AUTOCHECK DATA GUARANTEE**

2.1 Where the Agreement states that either the Standard Guarantee or the Increased Guarantee applies to the AutoCheck Service, these Guarantee Terms and Conditions, together with the terms of the Agreement set out the terms of the Guarantee.

2.2 In the event of any conflict or inconsistency between the Guarantee Terms and Conditions and any other term of the

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Agreement, the Guarantee Terms and Conditions will prevail.

have no impact as the scope or nature of the Losses covered.

2.3 The Client acknowledges that it has read and understood the Guarantee Terms and Conditions.

**4. CLIENT DUTY OF DISCLOSURE**

4.1 The Client warrants and represents to Experian that any information provided to Experian:

**3. THE GUARANTEE**

3.1 Experian shall provide the Guarantee to cover Losses up to the Limit of Protection for the Duration.

4.1.1 in the course of the Services, in particular when ordering an AutoCheck Service; and/or

3.2 For the avoidance of doubt, the Guarantee only provides coverage against Losses in relation to Data Issues in the Experian Data provided to the Client in the AutoCheck Service and no other losses.

4.1.2 when making a claim under the Guarantee,

is accurate and complete.

3.3 Experian shall only be liable for Losses arising from Data Issues in the Experian Data relating to the provenance of a particular vehicle as part of the AutoCheck Service and shall not be liable for any Losses arising from a vehicle's physical condition, value or valuation, specification, fuel consumption or dimensions except as otherwise provided for in the Guarantee Terms and Conditions.

4.2 The Client has an obligation to immediately disclose to Experian any fact which Experian would expect to have notice of in accepting, assessing or paying a claim under the Guarantee.

**5. LOSSES PROTECTED BY THE GUARANTEE**

3.4 The Client's choice of the Standard Guarantee or the Increased Guarantee shall

5.1 The losses which the Guarantee provides coverage against ("Losses") are set out below:

	<b>Data Issue</b>	<b>Losses</b>	<b>Limit of Protection</b>
1	At the time the AutoCheck Service was performed, the vehicle was subject to a finance agreement which was not shown in the results of the AutoCheck Service	If the Client is unable to obtain good title to the vehicle as a result of the finance agreement not shown in the results of the AutoCheck Service, Experian shall make payment (up to the Limit of Protection) to the relevant lender under such finance agreement to enable the Client to obtain full title to the vehicle.	The lower of (i) the Market Value of the vehicle at the time the claim is made under the Guarantee; or (ii) the Financial Limit.
2	At the time the AutoCheck Service was performed, the vehicle was recorded as a Category A or B insurance write-off by an insurer, but this was not shown (or not shown correctly) in the results of the AutoCheck Service.	Up to the Limit of Protection, Experian will pay to the Client an amount equal to the purchase price paid by the Client for the vehicle (less any scrap value received by the Client).	The lower of (i) the Market Value of the vehicle at the time the claim is made under the Guarantee; or (ii) the Financial Limit.
3	The vehicle was reported stolen prior to the AutoCheck Service being performed, however, the results of the AutoCheck Service did not show a stolen vehicle marker	Up to the Limit of Protection, Experian will pay to the Client an amount equal to the purchase price paid by the Client for the vehicle.	The lower of (i) the Market Value of the vehicle at the time the claim is made under the Guarantee; or (ii) the Financial Limit
4	At the time the	Up to the Limit of Protection, Experian will pay to the	The lower of (i) 50% the

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	<b>Data Issue</b>	<b>Losses</b>	<b>Limit of Protection</b>
	AutoCheck Service was performed, the vehicle was recorded as an insurance write-off by an insurer (other than a Category A or B write-off) but this was not shown (or not shown correctly) in the results of the AutoCheck Service.	<p>Client an amount equal to either:</p> <p>(1) the reduction in the Market Value of the vehicle as it result of it being recorded as an insurance write-off (where the vehicle is retained by the Client); or</p> <p>(2) if the vehicle has been sold on by the Client:</p> <p>a. (where the vehicle has been re-purchased by the Client after the Data Issue came to light and subsequently sold on to a third party), the difference between the price received for the vehicle when originally sold by the Client and the price received when the vehicle was subsequently re-sold after the Data Issue came to light; or</p> <p>b. (where the third party who purchases the vehicle from the Client chooses to keep the vehicle and to receive compensation from the Client), the amount of compensation agreed with and paid to the purchaser of the vehicle.</p>	Market Value of the vehicle at the time the claim is made under the Guarantee; or (ii) 50% of the Financial Limit
5	At the time the AutoCheck Service was performed, the vehicle was an Export or Import but this was not shown in the results of the AutoCheck Service.	Up to the Limit of Protection, Experian will pay to the Client an amount equal to the reduction in the Market Value of the vehicle as a result of the missing or incomplete import or export marker coming to light, as calculated on the day the claim is made.	The lower of 10% the Market Value of the vehicle at the time the claim is made under the Guarantee or 10% of the Financial Limit
6	The number of registered keepers shown in the results of the AutoCheck Service is lower than the number of registered keepers recorded with the DVLA up to the date on which the AutoCheck Service was performed.	No evidence of actual financial loss required. Experian will pay out the Limit of Protection where this Data Issue arises.	£250
7	The results of the AutoCheck Service specify a colour which is different to colour recorded with DVLA for the vehicle.	No evidence of actual financial loss required. Experian will pay out the Limit of Protection where this Data Issue arises.	£50
8	The mileage shown in the results of the AutoCheck Service is different to a previous higher reading recorded in any other mileage database and the mileage record provided	No evidence of actual financial loss required. Experian will pay out the Limit of Protection where this Data Issue arises.	£250

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	<b>Data Issue</b>	<b>Losses</b>	<b>Limit of Protection</b>
	by the Client to Experian for the vehicle shows that the previous higher reading was correct.		

**6. CONDITIONS OF THE GUARANTEE**

Experian shall only be liable to make payments to the Client under the Guarantee if the following conditions are met:

6.1 the Client is a sole trader, partnership or body corporate (but not an individual in their own capacity) who has purchased the AutoCheck Service and subsequently purchased the vehicle to which the AutoCheck Service related;

6.2 the Client has acted with professional diligence in making the vehicle purchase, to be determined solely by Experian (acting reasonably). Experian will take into account all relevant information in deciding whether the purchase was carried out with professional diligence. Experian may regard any of the following non-exhaustive circumstances as indicative that the Client has failed to act with professional diligence:

6.2.1 the purchase was made with prior knowledge of the circumstances giving rise, or contributing to, the claim under the Guarantee;

6.2.2 the Client failed to confirm before the vehicle purchase that the vehicle identification number ("**VIN**") displayed in the results of the AutoCheck Service matched the vehicle registration certificate ("**V5C**") and the VIN displayed on the vehicle;

6.2.3 the Client failed to confirm that the vehicle registration mark ("**VRM**") and other details provided in the results of the AutoCheck Service were consistent with those of the vehicle;

6.2.4 the Client purchased the vehicle despite the existence of information in the results of the AutoCheck Service which should have put the Client on notice that the vehicle should not be purchased;

6.2.5 the Client failed to confirm that the identity of the seller of the vehicle was the same person as the current keeper recorded on the V5C; or

6.2.6 the Client failed to confirm the vehicle had a valid MOT certificate (where it was compulsory for the vehicle to have one);

6.3 the AutoCheck was carried out prior to the purchase of the vehicle;

6.4 the vehicle was purchased in the ordinary course of business of the Client;

6.5 the vehicle does not have false VRM and/or VIN;

6.6 the Client has allowed Experian to inspect any vehicle in respect of which a claim is made under the Guarantee;

6.7 evidence of financial loss has been provided to Experian by the Client in respect of the relevant Losses together with such other documentation as Experian may require, acting reasonably, to assess the claim; and

6.8 the Client has taken all reasonable precautions to avoid, and taken reasonable steps to mitigate, Losses which are or may be recoverable under the Guarantee.

**7. EXCLUSIONS FROM THE GUARANTEE**

The Guarantee will not provide coverage against Losses in the following circumstances or for the following losses or expenses:

7.1 financial loss (whether arising from loss, destruction of or damage to the vehicle) occurring after the date of the AutoCheck Service other than as set out in Clause 5.1 above;

7.2 where the vehicle was purchased outside Great Britain or Northern Ireland;

7.3 where the Client has made cash payments for the vehicle exceeding £5,000 or 10% of the purchase price of the vehicle (whichever is the higher);

- 7.4 where the Client cannot provide a valid reason (to be determined at Experian's sole discretion) for purchasing the vehicle for 30% or more below the Market Value;
- 7.5 legal fees or expenses;
- 7.6 the Client has provided incorrect or incomplete information to Experian when requesting the AutoCheck Service, or when making a claim under the Guarantee;
- 7.7 losses in respect of vehicles other than those for which the AutoCheck Service is available, being a car, motorcycle or commercial vehicle;
- 7.8 where the vehicle is not registered with the DVLA in the United Kingdom when the AutoCheck is carried out, or where it bears a VRM with the prefix or suffix letter Q;
- 7.9 the Client has not made payment for the AutoCheck Service in accordance with the terms of the Agreement;
- 7.10 any issue arising or occurring prior to the vehicle's first registration with the DVLA;
- 7.11 any claim made by the Client under the Guarantee is false or fraudulent; and
- 7.12 where the Client purchases the vehicle despite any details provided by the seller of the vehicle failing to accord with the results of the AutoCheck Service.

## 8. PRICE OF THE GUARANTEE

- 8.1 The price payable by the Client for the Standard Guarantee or any Additional Guarantee shall be set out in the Agreement.

## 9. HOW TO MAKE A CLAIM

- 9.1 Any claim made under the Guarantee must be made using a claim form, which is available by writing to AutoCheck Claims Department, The Sir John Peace Building, Experian Way, NG2 Business Park, Nottingham, NG80 1ZZ or by telephoning 0870 333 8030.

## 10. COMPLAINTS

- 10.1 If you wish to make a complaint regarding either your AutoCheck report or the AutoCheck Service, please contact us as follows:

**Email:** [complaints@uk.experian.com](mailto:complaints@uk.experian.com)

**Post:** Customer Relations, Experian Limited, The Sir John Peace Building, Experian Way, NG2 Business Park, Nottingham, NG80 1ZZ.

**Telephone:** 0344 481 8197\* from Monday to Friday, 9am to 5pm

*\*Charges for calling 03 numbers are the same as for calls made to standard UK landline phone numbers starting 01 or 02. If your landline or mobile phone package means you can call an 01 or 02 number as part of 'free' inclusive minutes, the same will apply to calling our 03 number.*

## 11. ASSIGNMENT

- 11.1 The Client may not transfer or assign any rights or benefits under the Guarantee to any other person.