



## AutoCheck from Experian - Terms and Conditions

Applicable to any AutoCheck performed on or after 27/04/2016

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### 1. Important Information

#### Application of the Terms and Conditions

These Terms and Conditions relate to your use of the AutoCheck service made available to you at [www.AutoCheck.co.uk](http://www.AutoCheck.co.uk) ("the Website") and apply to all AutoCheck searches made by you on or after 27/04/2016.

Please read these terms and conditions carefully before using the Website and/or conducting an AutoCheck search. Please print and retain a copy of these terms and conditions for your information.

Please note that the AutoCheck service is personal to you and only you may benefit from the results of any AutoCheck search conducted.

The AutoCheck service is available for individuals aged 17 years or older. By requesting an AutoCheck search you confirm that you are aged 17 or over.

#### About Us

AutoCheck is a service brought to you by Experian Limited (company number 00653331) whose registered office is at The Sir John Peace Building, Experian Way, NG2 Business Park, Nottingham, NG80 1ZZ. VAT registration number 887133593.

References to "we", "us" and "our" in these Terms and Conditions shall be to Experian Limited.

## 2. Conducting an AutoCheck

Please see our Step By Step Guide on the Website for further details.

After checking the vehicle registration mark (VRM) and before proceeding to request an AutoCheck search, you have the option to choose whether you want to purchase a single AutoCheck search or multiple AutoCheck searches. You must provide us with payment of the appropriate fee (as indicated on the Website) in advance of any search being performed.

The results of each AutoCheck search will be delivered to you electronically on your device via the internet and you will be sent an e-mail to confirm that payment has been taken and/or provide you with confirmation of your search and details of a hyperlink at which you can view your AutoCheck search results. You will be able to view an archived record of your AutoCheck search results for a period of up to 24 months following your search if you click on the section entitled "View My Checks".

If you have chosen the single AutoCheck service and conducted a single AutoCheck search, you may register with us the fact that you have progressed to purchase the vehicle to which the single AutoCheck search relates. This will entitle you to receive the benefit of the "Data Guarantee" in respect of the single AutoCheck search conducted in respect of that vehicle, subject to terms and conditions below relating to the Data Guarantee which are set out at Section 7 (Data Guarantee).

**Please make sure that you have read and understood the terms and conditions relating to the Data Guarantee. In order to benefit from the protection of the Data Guarantee, you must take certain steps before purchasing the vehicle and the Data Guarantee is subject to conditions and exclusions.**

If you have opted to make a single AutoCheck search, but you then wish to conduct further searches, you will have to pay for the further searches at the appropriate rate.

If you have opted to use the multiple AutoCheck product, and have paid for the searches, you may conduct up to a total of five (5) AutoCheck searches without paying a further fee, provided such AutoCheck searches are conducted by you within **60 days** of confirmation of receipt of payment by us. Once you have conducted an AutoCheck search, you are entitled to choose one (1) of those vehicles on which you have conducted an AutoCheck search to register with us to entitle you to receive the benefit of the Data Guarantee, subject these Terms and Conditions.

In order to successfully conduct an AutoCheck search, the vehicle against which you wish to search must be registered in the United Kingdom (including Northern Ireland). For the avoidance of doubt, this does not include vehicles registered in the Jersey, Guernsey or the Isle of Man.

The information provided to you as part of the AutoCheck will include, where available, the following information in respect of the vehicle:

- Make
- Model
- Transmission
- Fuel type
- Body type
- Colour
- Engine number
- Number of gears



- First registered date
- Co2 emissions rating
- Engine capacity
- Year of manufacture
- Road tax cost (for 12 months)
- Stolen status
- Finance status
- Write off status
- Plate change status
- Colour change status
- Previous keeper change status
- Mileage status
- Environmental report details
- Import status
- Export status
- Vehicle identification number confirmation.

### 3. Price and Payment

#### **Payment for the AutoCheck Service**

By accepting these Terms and Conditions, you agree to pay the fee shown on the Website.

Payment must be made by credit or debit card in advance. Cash or cheques will not be accepted.

Please note that unless you are entitled to cancel this Agreement in accordance with Clause 5 below there will be no refund of the fee paid for any multiple AutoCheck where you do not use up your full entitlement within the 60 day period from confirmation of receipt of payment by us.

### 4. Use of Information

All information delivered to you (whether on a computer screen, in e-mail, or paper format) as part of any AutoCheck search ("the Information") shall at all times belong to us or any person who has given us permission to use the Information.

For your own personal non-commercial use, you may display the Information on a computer screen, print individual pages onto paper (but not photocopy them) and store such Information in an electronic format (but not on any server or other storage device connected to a network). For the avoidance of doubt, you shall not: (a) reproduce, modify, or distribute the Information, (b) create a database from the Information, (c) otherwise use the Information for business purposes, and/or (d) sell, transfer, deal in or otherwise make available either the ability to conduct a search or any Information to anyone else.

## 5. Cancellation, Queries and Complaints

### Cancellation of this Agreement

As you have agreed that we can begin to set up and provide the AutoCheck service immediately following your request and the AutoCheck service offers an instant service, the service is fully performed once the search results are provided. You acknowledge this means that YOU LOSE YOUR RIGHT TO CANCEL THESE TERMS AND CONDITIONS AND THE AUTOCHECK SERVICE AND RECEIVE A REFUND either pursuant to the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 or pursuant to these Terms and Conditions.

If you have purchased the multiple AutoCheck product and cancel the product within 14 days of purchase while having remaining searches to use, we will provide a refund to you based on the following:

Number of AutoChecks used	Refund
1 of 5	The difference in cost between a single AutoCheck and a multiple AutoCheck
2 of 5	75% of the difference in cost between a single AutoCheck and a multiple AutoCheck
3 of 5	50% of the difference in cost between a single AutoCheck and a multiple AutoCheck
4 of 5	25% of the difference in cost between a single AutoCheck and a multiple AutoCheck
5 of 5	Nil

If you wish to exercise your right to cancel, you must inform us of your decision to cancel this contract by a clear statement. You may use the model cancellation form at the end of these Terms and Condition, but it is not obligatory. Our contact details are on the [section of the [website](#) headed "Cancellation and Refunds"].

### Queries

If you are having problems viewing your AutoCheck report or if you consider that some of the Information contained in the results of your AutoCheck search may be incorrect, please contact us immediately and we shall (where possible) clarify the information and seek to rectify the issue as soon as reasonably practicable at our own cost. Please note, that in this instance your only remedy shall be to obtain replacement Information.

### Complaints

If you wish to make a complaint, please see our [complaint handling procedure](#) for details of how to do so. From 15 February 2016, you also have the option to register your complaint using the European Commission [Online Dispute Resolution](#) (ODR) platform. This is a webbased platform that is designed to help consumers who have bought goods or services online to deal with issues arising from their purchase.

## 6. Warranties and Disclaimers

Whilst we shall use all reasonable skill and care in the supply of the Information to you, we do not warrant that any Information we supply you shall be error free.

Whilst all reasonable skill and care has been taken by Experian in procuring and sourcing Information which is provided to you as part of the AutoCheck service this Information has been supplied to us by third parties, and Experian therefore cannot and does not promise that (nor can it be held responsible for ensuring that) any of the Information provided to you as part of the AutoCheck service is correct, accurate or complete. However, the AutoCheck service does provide you with the Data Guarantee in respect of certain financial Losses, the terms of which are set out below at Section 7 (Data Guarantee). All you need to do to take advantage of the Data Guarantee is to register with us your chosen vehicle (see Section 7 below for further details) on which you have conducted an AutoCheck search. There is no additional cost to you for registering for this Data Guarantee. Apart from any entitlement you may have to compensation under the Data Guarantee, our liability to you shall be limited to the price you paid for the AutoCheck service. That said, nothing in these Terms and Conditions shall limit or exclude our liability to you for:

- death or personal injury resulting from our negligence or breach of statutory duty or that of our employees, servants or agents;
- any fraud or fraudulent misrepresentation on our part;
- breach of any obligations implied by the Sale of Goods Act 1979 or the Supply of Goods and Services Act 1982;
- any losses for which we are not permitted to limit liability under the Consumer Protection Act 1987; or
- any other matter which it would be illegal for us to exclude or limit or to attempt to exclude or limit our liability.

**The AutoCheck service does not deal with or comment on, and the Data Guarantee does not cover losses arising from, (a) the physical condition of any vehicle, (b) the roadworthiness or safety of any vehicle, (c) whether the vehicle has been involved in an accident or been 'written off', unless it was written off by an insurance company, (d) whether any vehicle is a "clone" bearing a false vehicle registration mark and vehicle identification number, or whether any vehicle was originally purchased and/or imported from another European Union country other than the UK. Accordingly, you will have to satisfy yourself in respect of these aspects of any vehicle(s) you intend to or in fact purchase. Please also see the exclusions from the Data Guarantee set out below at Section 7 (Data Guarantee).**

We shall not be liable for any loss or damage suffered by you which is or was not reasonably foreseeable arising out of your use of the Information.

We shall not be liable to you for events beyond our reasonable control.

All other warranties, conditions, and representations (other than fraudulent misrepresentations) whether express or implied shall be excluded (to the extent that we are legally permitted to do so).

## 7. Data Guarantee

### How to register the Data Guarantee

Each time you pay for an AutoCheck service and subsequently conduct one or more AutoCheck searches, you shall be entitled to register one (1) vehicle for the Data Guarantee.



For example: if you purchase the AutoCheck service enabling you to search our databases in respect of up to five (5) vehicles, you shall be entitled to register one of those vehicles (the one you intend to buy).

Provided that you register your chosen vehicle (and subject always to the Data Guarantee terms and conditions), if you believe or discover that specific information or data provided to you as part of any AutoCheck search is incorrect, inaccurate or incomplete, then you may be entitled to make a claim under the Data Guarantee. Please see the Data Guarantee terms and conditions below for further details.

### Your Duty of Disclosure

The Data Guarantee provided to you is based on the information you provided to us. **You must ensure that any information you provide us is complete and accurate, and that you disclose any facts that may influence our decision to accept and pay a valid claim should a claim arise. Failure to disclose important information relevant to your claim may invalidate your Data Guarantee and could result in the claim not being paid.**

### Scope of Data Guarantee

For the avoidance of doubt, the Data Guarantee only guarantees you in relation to the specific data provided to you as part of an AutoCheck report. You will need to make your own arrangements to assess the condition of the vehicle and ensure that it is safe and legal for you to drive any vehicle you purchase as a result of conducting an AutoCheck search.

The losses against which you will be protected by the Data Guarantee (the "Losses") are certain financial losses which are set out below.

### Protection provided by the Data Guarantee

The "Losses" which the Data Guarantee provides coverage against are certain financial losses arising from issues in the Information provided to you in the AutoCheck service as set out below:

Issue with Information	Description of Loss	Limit of Protection
At the time the AutoCheck was performed, the vehicle was subject to a finance agreement which was not shown in the results of the AutoCheck	If you are unable to obtain good title to the vehicle as a result of the finance agreement not shown in the results of the AutoCheck, we will make payment (up to the Limit of Protection) to the relevant lender under such finance agreement to enable you to obtain full title to the vehicle.	The lower of (i) the market value* of the vehicle at the time the claim is made; or (ii) .£30,000
At the time the AutoCheck 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.	Up to the Limit of Protection, we will pay you an amount equal to the purchase price you paid for the vehicle (less any scrap value you receive for it).	The lower of (i) the market value* of the vehicle at the time the claim is made; or (ii) £30,000

<p>The vehicle was reported stolen prior to the AutoCheck being performed, however, the results of the AutoCheck did not show a stolen vehicle marker</p>	<p>Up to the Limit of Protection, we will pay you an amount equal to the purchase price you paid for the vehicle.</p>	<p>The lower of (i) the market value* of the vehicle at the time the claim is made; or (ii) £30,000</p>
<p>At the time the AutoCheck was performed, the vehicle was recorded as an insurance write-off by an insurer (other than a Category A or B writeoff) but this was not shown (or not shown correctly) in the results of the AutoCheck</p>	<p>Either:</p> <ol style="list-style-type: none"> <li>(1) where you retain ownership of the vehicle, the reduction in the market value* of the vehicle as a result of the missing insurance marker coming to light; or</li> <li>(2) where you have sold the vehicle, the market value* of an identical vehicle without the insurance loss marker which was omitted from the Information less the price you received for the vehicle.</li> </ol> <p>In each of the above cases, the market value of the vehicle is the market value at the time of the claim under the Data Guarantee.</p>	<p>The lower of 50% of the market value* of the vehicle at the time the claim is made or £15,000</p>
<p>At the time the AutoCheck was performed, the vehicle was an Import<sup>1</sup> or Export<sup>2</sup> but this was not shown in the results of the AutoCheck. <sup>1</sup> “Import” means a vehicle has been used outside of the European Union before its first registration with the DVLA.</p> <p><sup>2</sup> “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.</p>	<p>The reduction in the market value of the vehicle calculated on the day that the claim is made under the Data Guarantee.</p> <p>Up to the Limit of Protection, we will pay you 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.</p>	<p>The lower of 10% of the market value* of the vehicle or £3,000</p>





The number of registered keepers shown in the results of the AutoCheck is lower than the number of registered keepers recorded with the DVLA up to the date on which the AutoCheck was performed.	You do not need to suffer an actual financial loss in these circumstances. We will pay you the Limit of Protection in the event that such a data issue arises in the Information.	£250
The results of the AutoCheck specify a colour which is different to colour recorded with DVLA for the vehicle.	You do not need to suffer an actual financial loss in these circumstances. We will pay you the Limit of Protection in the event that such a data issue arises in the Information.	£50
The mileage shown in the results of the AutoCheck is different to a previous higher reading recorded in any other mileage database and you have provided a mileage record for the vehicle to us which shows that the previous higher reading was correct.	You do not need to suffer an actual financial loss in these circumstances. We will pay you the Limit of Protection in the event that such a data issue arises in the Information.	£250

The limit of protection set out above is the maximum amount that we will pay you in the event of a successful claim under the Data Guarantee for each of the Losses specified.

\*The market value referred to above is determined with reference to the retail value of the vehicle published in Glass's Guide (published by Glass's Information Services Limited) adjusted for the mileage of the vehicle.

### Conditions of the Data Guarantee

You **must** carry out the following checks **before** you purchase the vehicle:





- Confirm that the vehicle identification number (VIN) in the AutoCheck report matches the vehicle identification number (VIN) on the vehicle **and** in the vehicle registration certificate (V5C).
- Confirm that the vehicle registration mark (VRM) in the AutoCheck report matches the vehicle registration mark (VRM) on the vehicle **and** in the vehicle registration certificate (V5C).
- Confirm that the other details provided in the Information provided in the AutoCheck report (see 2. Conducting an AutoCheck above) match those of the vehicle and the vehicle registration certificate (V5C).
- Confirm the full name of the seller of the vehicle and verify this by checking their passport or driving licence.
- Confirm the address of the seller of the vehicle and verify this by checking a utility bill.
  - Confirm the contact details of the seller of the vehicle.
- Confirm that the seller of the vehicle will provide you with a valid receipt which states the amount you paid for the vehicle and the date you purchased the vehicle. This receipt must also be signed by the seller. You must also ensure you obtain this receipt following the purchase.

**In order to successfully make a claim under the Data Guarantee, you must have carried out all of the above checks and acted as a reasonably prudent purchaser.** This means that where you have good reason to suspect the vehicle is not genuine or that you have been given incorrect information by the seller, you must take precautions to avoid Losses when purchasing the vehicle by:

- carrying out the above checks; and
- checking that all information supplied by the seller of the vehicle is correct.

For the avoidance of doubt, you are expected to take into account the Information provided in the AutoCheck in acting as a reasonably prudent purchaser.

In order to make a successful claim under the Data Guarantee, the following conditions must be met:

- You must be aged 17 years or older.
- You must have purchased both the AutoCheck for the vehicle **and** the vehicle itself.
- The AutoCheck must be carried out before you purchase the vehicle.
- If the vehicle is more than 3 years old, the vehicle must be purchased with a valid MOT certificate.
- If the vehicle has been purchased from a private individual, it must be purchased from the person named as the "registered keeper" on the vehicle registration certificate (V5C).
- You must inspect the vehicle registration certificate (V5C) before you purchase the vehicle to confirm that you are purchasing the vehicle from the registered keeper.
- The vehicle must be purchased inside the United Kingdom.
- You must provide us with correct and complete information about the vehicle when you request the AutoCheck.
- The vehicle identification number (VIN) must correspond with the vehicle registration mark (VRM) held by the DVLA in respect of that vehicle identification number (VIN).



- We have a right to inspect the vehicle once you have made a claim. If we choose to exercise this right, you must allow us to carry out this inspection.
- You must provide us with evidence of any Losses, such as receipts, and any other documentation that we might reasonably require to assess your claim.

### **Exclusions from the Data Guarantee**

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

- The vehicle has a false vehicle registration mark (VRM) or vehicle identification number (VIN).
- The Loss, whether arising from the loss, destruction of or damage to the vehicle, occurs after the date of the AutoCheck.
- The Loss represents lost profit or revenue for your business.
- The Data Guarantee does not provide protection for cash payments which exceed £1000 or 10% of the purchase price of the vehicle (whichever is the lower).
- You have paid an unreasonable purchase price for the vehicle. An unreasonable price will be deemed to be a price which is less than 70% of the market value of the vehicle determined in reference to the retail value for the vehicle published in Glass's Guide and adjusted for mileage.
- Losses arising for vehicles other than cars, motorcycles or light commercial vehicles weighing up to 3.5 tonnes.
- Losses arising for vehicle not being registered with the DVLA in the United Kingdom or which bears a vehicle registration mark (VRM) with the prefix or suffix "Q" or losses in respect of vehicles registered in Jersey, Guernsey or the Isle of Man.
- Losses arising from any incident prior to the vehicle first being registered with the DVLA.
- Losses not included in the table above in the section headed "Protection Provided by the Data Guarantee" including financial losses.
- You have proceeded to purchase the vehicle despite the details provided by the seller not matching the Information provided in the AutoCheck.
- You had prior knowledge of the circumstances giving rise to the claim.
- You have failed to act as a reasonably prudent purchaser as set out at Conditions of the Data Guarantee above.
- You have ignored any Information in the AutoCheck which would have put a reasonably prudent purchaser on notice that the vehicle should not be purchased.
- You knowingly make a false or fraudulent claim under the Data Guarantee.

### **Duration of Protection Provided by the Data Guarantee**

The Data Guarantee will provide protection against the Losses for up to 2 years following the date of the AutoCheck.

### **Making a Claim**

If you wish to make a claim you can obtain a claim form by writing to AutoCheck Claims Department, The Sir John Peace Building, Experian Way, NG2 Business Park, Nottingham, NG80 1ZZ or telephone 0333 000 0181



## 8. General

All personal data about you will be treated in accordance with our Privacy Policy. Please read our Privacy Policy which is available on the Website.

No third party may use or rely on any Information provided to you as a result of or pursuant to you conducting an AutoCheck search. A person who is not a party to these Terms and Conditions has no right to enforce any term under them.

As a consumer you have certain legal rights details, details of which can be provided by your local Trading Standards Office or consumer advice service.

You may not transfer all or any of the rights granted to you under these Terms and Conditions to any other person. These Terms and Conditions form the entire agreement between us.

These Terms and Conditions are governed by English law. In the event of a dispute arising between us, these Terms and Conditions shall be subject to the exclusive jurisdiction of the English courts, unless you reside in Scotland, Wales or Northern Ireland, in which case an action may be brought by you in the courts of the country in which you reside.

Appendix 1 – Model Cancellation Form

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### MODEL CANCELLATION FORM

To: Experian Limited  
[insert address]

[insert email address]

I hereby give notice that I cancel my contract of sale for the supply of the following service:  
Multiple AutoCheck

Name of consumer:

Address of consumer:

Reference number:

Signature of consumer (only if this form is notified in paper)

Date