

## **APPENDIX: Data Guarantee Terms and Conditions**

This represents a ‘Best Practice Guide’ and ensures that you and we understand the extent of the contract between us.

These Terms and Conditions legally bind us and you. For your own benefit and protection, you must read these Terms and Conditions carefully before using our enquiry service

In undertaking your check you agree to be bound by the terms and conditions (below) and agree that these terms and conditions represent the extent of our liability in the event of any loss.

Nothing in these terms and conditions affects your statutory rights.

### **Contents**

1. Terms & Abbreviations Used.....	2
2. Summary of Guarantee Cover.....	4
3. The Guarantee .....	4
4. What we Guarantee:.....	5
5. What we do not Guarantee:.....	5
6. Guarantee period: .....	8
7. Guarantee financial limits:.....	8
8. To qualify for the Guarantee:.....	9
9. Data Protection .....	11
10. Use of the Information.....	11

## 1. Terms & Abbreviations Used

### **ABI**

Association of British Insurers

### **At Risk**

Where a third party has an interest in a vehicle and/or identified that a VRM is at risk of fraud or theft and /or there is a potential risk to you, the purchaser, from completing a purchase

### **Check**

The enquiry you make with us for a VRM

### **Clone**

A stolen (or previously written off) vehicle bearing the identity of another

### **Department Of Transport**

The Department Of Transport in Shannon, Co. Clare responsible for maintenance of the NVDF file of vehicles in Ireland.

### **DVLA**

Driver & Vehicle Licensing Agency in Swansea responsible for maintenance of the DVLA file of vehicles in GB.

### **Finance**

Hire Purchase (H.P.) and Lease Agreements

### **HP**

Hire Purchase

### **HPI**

Hire Purchase Information Limited – the data source for all Irish finance agreements.

### **LoS**

Lost or Stolen – a categorization appearing upon PNC.

### **MIAFTR**

Motor Insurance Anti-Fraud Theft Register

### **Motor Trader**

A person or business engaged in the full or part time importation, exportation, sale, leasing, financing, repair, maintenance, broking, repossession of vehicles or any company liquidators or vendor and/or installer of vehicle components (to include accessories and tyres)

### **NVDF**

National Vehicle and Driver File as maintained by the Department Of Transport in Ireland.

**NPIA**

National Policing Improvement Agency

**PNC**

Police National Computer – UK register of stolen vehicles

**Ringer**

A stolen vehicle bearing the identity of a vehicle previously deemed to be a total loss

**Salvage Dealer**

A party that engages, whether full or part time (solely or as part of their business) in the dismantling, breaking of vehicles and/or the sale or repair of salvage (whether or not categorised) or trades as an assessor, engineer, claims management (or assistance) company or recovery operator.

**The enquirer**

The person to whom we provide the search data, also referred to in the Terms & Conditions as 'you'.

**Title**

A legal right to property. 'Ownership' as opposed to 'possession';

**Total Loss**

Or 'write-off'; where an insurer has deemed the vehicle to be uneconomic to repair and categorised the Vehicle accordingly from A to D and F inclusive.

**V5C**

Registration Certificate (otherwise known as the V5, Registration Document or Log Book).

**Value / Market Value / Trade Value**

The TRADE guide value we supply of Glasses Guide, whichever is the lower. The market price will take into consideration mileage, age and condition.

**VIC**

Vehicle Identity Check (2004 to 2015)

**VIN**

Vehicle Identification Number

**VIP**

Vehicle Information Publishing

**VRM**

Vehicle Registration Mark

## 2. Summary of Guarantee Cover

The following is a summary of the benefits accompanying the MotorCheck Data Guarantee. To ensure eligibility it is important that these are read in conjunction with the terms and conditions below.

### Guarantee Levels

Our guarantee levels are set at maximum levels of:

€5,000

€10,000

€20,000

€30,000

The guarantee covers financial loss incurred as a result of the data errors as outlined in the table below only.

DATA ERROR	DESCRIPTION
	The VRM upon which you enquired was:
Total Loss	In the case of UK registrations, categorized upon MIAFTR as a total loss (Category A, B, C, D, S, N) which was not conveyed to you. In the case of Irish registrations, categorized upon the NVDF as a total loss (Category A, B) which was not conveyed to you.
Outstanding Finance	In the case of UK or Irish registrations, the subject of an outstanding finance agreement, received by us, which was not conveyed to you and results in loss of title.
Stolen Record	In the case of UK registrations, the subject of a LoS marker on PNC, received by us, which was not conveyed to you and results in loss of title.

## 3. The Guarantee

We provide you with information we obtain from the NVDF, HPI (Hire Purchase Information Ltd.) in Ireland, and DVLA, NPIA, ABI and Finance Houses in the UK. Our guarantee is that we will provide you the data we receive from the NVDF, HPI, DVLA, ABI, NPIA and Finance Houses in respect of the VRM which you checked. The extent of our liability is with regard to the VRM the subject of the check. We do not guarantee the actions and / or failures of third parties over whom we have no control.

In the event the adverse data fails to appear on our registers as a result of our error and / or we fail to pass the adverse data we possess to you, where this failure results from our actions and you suffer loss of title or a diminution in value of the vehicle due to the incomplete, inaccurate or untrue information we impart, the Guarantee may be claimed upon.

**IMPORTANT:** The guarantee is subject to terms and conditions and it is very important that you read and understand these as they may affect your ability to claim and the success of any claim.

The guarantee is personal to the enquirer and is not transferable. The enquirer must represent the business acquiring the vehicle; for any claim to proceed the person undertaking the enquiry must be present at the time of the purchase; the enquirer must be present when the vehicle is received, when the purchase funds are handed over and the enquirer must have compared all the information we provide with the vehicle itself and the Registration Certificate. All 3 sources of information must agree for the Guarantee to be in effect and claimed upon.

#### **4. What we Guarantee:**

The Guarantee provides compensation in the event of our:

- a. error when receiving data from the NVDF, HPI, Finance House, ABI or the NPIA or
1. b. failure to provide data in our possession in respect of Stolen and Total Loss vehicles, which directly results in you suffering a financial loss (defined below).

The Guarantee is limited to the UK's stolen, finance and/or total loss registers and Irelands finance and/or total loss registers.

The Finance (Finance House) Guarantee extends to Finance as defined and does not extend to Bills Of Sale or Personal Loans.

We guarantee, subject to these terms and conditions, data transfer, not the integrity of the vehicle you check. This is the extent of the Guarantee and in proceeding with the check you accept this.

#### **5. What we do not Guarantee:**

2. We do not Guarantee data out of our control i.e. that is in the possession of the Finance House, HPI, NVDF, ABI and / or NPIA and has not been, or could not have been, transferred to us and:
3. Any data except the finance, stolen and total loss records held in respect of the VRM upon which you checked.
4. Any check undertaken of VRMs associated with a cloned or ringed car. We do not guarantee data provided about any vehicle bearing a false identity.
5. Any check undertaken of a vehicle that it transpires was stolen other than within mainland UK and / or was ever registered abroad.
6. Mileage.
7. Keeper data; the number of keepers or the date of keeper changes.
8. Any vehicle obtained from, or by, another by deception / fraud.

9. A vehicle's description, value, documentation, condition or roadworthiness.
10. Any vehicle check / or vehicle in respect of which there is a discrepancy between the data on the UK logbook (V5C) / Irish logbook (VLC), the vehicle itself and / or the data we supply you.
11. Any vehicle check and / or vehicle in respect of which there is a discrepancy between the VRM and VIN you supply
12. Any vehicle check in respect of a VRM against which there is an 'at risk', stolen, finance or total loss interest
13. Any vehicle check in respect of which there is a discrepancy between any mileage we provide, that displayed on the vehicle or mileage (or mileages) or the MoT (which must be checked on-line pre-purchase) or contained within correspondence accompanying the vehicle i.e. servicing papers.
14. Any event that occurs after the check was undertaken.
15. Any check following which the vehicle was not purchased and in the enquirer's possession, within 5 days
16. Information in respect of vehicles Registered outside of Ireland or Great Britain (England, Scotland & Wales) at the time of the check
17. Purchases that occurred outside of Ireland or Great Britain (England, Scotland & Wales)
18. Any claim for loss where you, or anyone acting for you, know that any part of the claim is false or fraudulent. We may cancel the Guarantee and we may also involve the relevant authorities to bring criminal proceedings.
19. Any purchase where the acquisition was from a trader, friend, relative, partner or someone previously known to you.
20. Any claim for loss where you fail to co-operate with the police and / or us and / or our agents.
21. Any claim for loss that results from any untrue, incomplete or inaccurate data you supply us or any error, whether intentional or accidental, on your part to include withholding of material data.
22. Any claim for loss where you are unable to provide us with the vendor's full name, address, proof of identity, phone number and evidence of calling same prior to the purchase. Proof of identity will comprise, as a minimum a legible copy of the vendor's driver's licence.
23. Any claim for loss or damage where you are unable to provide us with proof of purchase for a vehicle for which you paid more than €1200 or £1000. Proof of purchase will be a bank (or similar) statement displaying a single withdrawal of at least 80% of the purchase price or a cheque / draft payable to the vendor which must be made out to the vendor's name, as opposed to a third party.
24. Any claim for loss of damage where cash was paid for 80% or more of the purchase price.
25. Any purchase that involves a part-exchange in respect of which a purchase receipt for the part-exchange is not or cannot be supplied.
26. Any claim for loss in respect of which you have obtained a loan, other than with an FSA registered finance company, or authorized finance intermediary where you are unable to provide us with proof of

- repayment. Proof of repayment will be a bank (or similar) statement displaying relevant and if appropriate, regular, withdrawals.
27. Any claim for loss in respect of a vehicle for which, other than in the case of a loan with an FSA registered finance company or authorized finance intermediary, you have not paid in full.
  28. Any claim for loss or damage arising from a purchase which we consider resulted from you failing to act in a reasonably cautious manner
  29. A vehicle that has in its history been damaged but was not, at the time of your purchase, recorded by an insurer as a total loss category A, B, C, D, S, N, F, X or otherwise, on MIAFTR.
  30. Any vehicle purchased from a salvage dealer or in respect of which the vendor has advised you of any collision, fire or water damage history.
  31. Any vehicle the subject of a category C notification prior to 01/10/2015 that did not undergo a VIC.
  32. Where the purchase price, the sum you paid, was 33% or more, less than the value of the vehicle.
  33. Any vehicle that has been the subject of a plate change / transfer in its history and in respect of which each plate was not confirmed to be clear of any adverse history.
  34. Any vehicle that, on the day and time of purchase, was untaxed\* and / or was not the subject of an MoT\* or NCT\* in force on that day and / or was not the subject of insurance, a Motor Trade policy
  35. \*An online enquiry must be undertaken to confirm the status of both tax (excise licence) and MoT / NCT pre-purchase and evidence of same must be retained and produced in the event of a claim.
  36. Any vehicle displaying a 'Q' mark and / or any vehicle in respect of which the VIN contains the sequential letters 'VRO' (a VIN issued by a Vehicle Registration Office)
  37. Any post 1980 vehicle in respect of which the VIN is other than 17 alpha numeric figures.
  38. Any check in respect of which you have not provided us a VIN
  39. Any claim in respect of a vehicle which, without our express written permission, you sell after you became aware of information giving rise to the claim.
  40. Any claim arising from an event before the vehicle was first registered with the DVLA Swansea or with NVDF Shannon.
  41. Any check provided to a finance company.

### **Data Transfer Delays**

We do not guarantee any claim arising from the normal delay understandably and reasonably associated with the transfer of data from the supplier to us. These unavoidable delay periods, the exemptions, are as follows:

42. Information that we do not provide i.e. information that we could not possess on the date of your enquiry i.e. vehicles that had been stolen but had not been reported as such to the police. THEFT. We do not guarantee checks or purchases that occur BEFORE we received the data in the relevant batch transfer\*. This will be considered an event before the data could be in our possession and therefore excluded from the Guarantee.

43. **TOTAL LOSS.** We do not guarantee checks or purchases that occur BEFORE we received the data in the relevant batch transfer\* nor do we guarantee checks or purchases that occurred BEFORE the insurance company has concluded their involvement in any claim giving rise to a total loss categorisation and / or before the insurance company releases the vehicle for disposal AND placed the VRM on MIAFTR or NVDF.
44. **FINANCE.** We do not guarantee checks or purchases that occur BEFORE we received the data from the relevant Finance House or HPI. This will be considered an event before the data could be in our possession and therefore excluded from the Guarantee.

\*A batch transfer is the means by which we receive data from third party suppliers, an electronic transfer of the data. There is necessarily a delay between data being provided to the third party supplier, their inputting the data onto their data system and this being sent to and recorded by us. Our Guarantee is effective in respect of searches undertaken after the time we received the data or should have received the data.

## **6. Guarantee period:**

The Guarantee is valid for 12 calendar months from the date of the purchase of the warranty.

The date of the enquiry must be the date of purchase.

## **7. Guarantee financial limits:**

### **1. STOLEN:**

For loss of title as a result of the VRM you checked upon being reported to the police as stolen before the date and time of your check and this information having failed to reach us due to an error (as opposed to a natural and / or unavoidable delay): a sum

- not exceeding “£6,000”, “£12,000”, “£18,000” or “£24,000” dependant on the level of guarantee applied to your check or
- a sum not exceeding the market value of the vehicle as at the date of claim or
- the sum payable to acquire good title whichever is the lesser.

### **2. FINANCE:**

For loss of title as a result of the VRM you checked upon being the subject of outstanding finance as at the date and time of your check and this information having failed to reach us due to an error (as opposed to a natural and / or unavoidable delay) a sum

- not exceeding “£6,000”, “£12,000”, “£18,000” or “£24,000” dependant on the level of guarantee applied to your check or
- the price you paid for the vehicle
- or the sum payable to acquire good title whichever is the lesser



### 3. **TOTAL LOSS:**

For reduction in market value as a result of the VRM you checked upon being deemed, to our satisfaction, a 'total loss' or 'write-off' (insurance category A, B, C or D salvage and recorded upon MIAFTR) as at the date and time of your check and this information having failed to reach us due to an error (as opposed to a natural and / or unavoidable delay): a sum

- not exceeding “€5,000”, “€10,000”, “€20,000” or “€30,000” dependant on the level of guarantee applied to your check or
- a sum not exceeding the market value as at the date of claim or
- the sum payable to cover the proven reduction in market value as determined by the loss incurred when disposing of the car through public auction whichever is the lesser.

**GENERAL:** In undertaking the check you agree that in any circumstances (including, without limitation, if we have been negligent) we shall not be liable for any direct, indirect or consequential loss or damage, or for any loss of business, capital, profit, reputation or goodwill whether caused by us, our servants or agents arising out of or in connection with the contract or its subject matter.

### 8. **To qualify for the Guarantee:**

1. The check must be undertaken by you, the buyer, BEFORE the purchase occurs, on the day of the purchase.
2. The person undertaking the vehicle check must be present at the purchase.
3. You must not be aware of information confirming, suggesting or giving you reason to suspect that the vehicle has an adverse history or was subject to the problem in respect of which you are claiming.
4. The vehicle must be accompanied by a V5C (Registration Certificate), and/or VLC (Registration Certificate) the new style fold-over, four-sided (A3) document issued by the DVLA or Department Of Transport. You must ensure that the serial number is present
5. The V5C / VLC provided or produced to you by the vendor at purchase must not be a 'duplicate'
6. You must be able to provide evidence that you received, as a minimum, the original front page of the V5C / VLC, by the vendor.
7. All information we provide must match the data appearing on the registration certificate
8. You must, before the purchase, provide us with the VIN from the vehicle and this must match the VRM you are checking with us .
9. You must ensure that all Vehicle Identification Number (VIN) markings on the vehicle match one another i.e. they are identical to each other. This must include, but not be restricted to, the stamped in VIN, VIN tag under the bonnet and visible VIN situated in the windscreen.

10. Where the vehicle is less than 5 years old, the visible VIN, situated in the window of the car, must be present.

## **Purchase**

11. On the day of the purchase you must complete in full a formal Purchase Receipt which displays your trading style, address and phone number, date of sale, price paid, vendor details to include address & phone number(s), VAT number (if applicable) together with confirmation the vehicle:
  - a. has not been involved in a collision or a total loss
  - b. is not the subject of a finance agreement.
  - c. is the seller's vehicle; that they have title which they are free to pass
  - d. mileage is believed to be correct
12. The Purchase Receipt must be completed in full, kept safe and the original provided in the event of a claim. Failure to supply the ORIGINAL purchase receipt (save for when it has been seized by the police) will invalidate any claim.
13. If you are VAT registered, the vehicle must be entered in your Stock Book, a document which must be maintained and kept safe and the original provided in the event of a claim. Failure to supply the ORIGINAL purchase receipt (save for when it has been seized by the police) will invalidate any claim.
14. You must acquire the car:
15. At the home address of the vendor which must be the address appearing upon the V5C / VLC or
16. At your trade premises (displayed upon your Purchase Receipt) and
17. from the person whose name appears upon the V5C / VLC
18. you must take all reasonable steps to confirm that the identity of the vendor is that appearing upon the V5C / VLC

## **Sale**

19. On the day of the sale you must complete in full a formal Sales Receipt which displays your trading style, address and phone number, date of sale, price sold, purchaser details to include address & phone number(s), VAT number (if applicable).
20. Claims procedures
  - a. Claims must be notified on-line to our claims handlers at
  - b. <https://www.cmaclaims.co.uk/check/>
  - c. As soon as you become aware of a problem, dispute or potential claim or claim involving the vehicle you must, without delay notify us immediately. Failure to notify us within 5 working days of you becoming aware of the issue will exclude the claim.
  - d. We reserve the right to appoint an engineer to examine any vehicle the subject of a claim under this Guarantee. You agree to make the vehicle available and to stand by any findings.

- e. You must provide us and / or our appointed claims handlers, Claims Management & Adjusting Ltd (CMA) all reasonable assistance to address the claim.
  - f. You agree that all contact in respect of the claim will be with our designated claims handlers, CMA.
  - g. If, for operational purposes, the police have asked you not to notify us of the dispute we will require you to:
    - i. obtain written notice of the request from the police
    - ii. Advise the police in writing that you do not give up your claim to title and receive written acknowledgement of this from them
21. In accepting settlement, you agree:
- i. to assist Benchmark Fleet Services Limited T/A MotorCheck to pursue recovery from any third party
  - ii. to assist the police to prosecute any third party
  - iii. In the case of a cloned or ringed vehicle you retain, to reinstate the vehicle's identity at a manufacturer's dealer.

## **9. Data Protection**

We will only disclose your personal data in accordance with the Data Protection Act. In the event of a claim arising from your check or a dispute in respect of the vehicle ownership, you consent to us providing your data to any relevant party.

## **10. Use of the Information**

We provide information for the use of your business, the trading style of the business in respect of which you can demonstrate a financial interest. The data we provide you must not be sold to any other. The Guarantee we provide is for a loss the enquiring business suffers and is not transferable to another.