

Vehicle Check from Experian - Terms and Conditions

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1. Important Information

Application of the Terms and Conditions

These Terms and Conditions relate to your use of the Vehicle Check service made available to you at www.vehiclecheck.co.uk ("the Website") and apply to all Vehicle Check searches made by you on or after 3rd October (version number 2.3).

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

Please note that the service provided pursuant to this Agreement is personal to you and only you may benefit from the results of any Vehicle Check search conducted.

Additionally, you must be over the age of 18 years in order to benefit from the Vehicle Data Check Insurance.

FCA Regulation

Vehicle Check 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. Experian Limited is an Appointed Representative of Motorfile Limited (company number 03009493), which is authorised and regulated by the Financial Conduct Authority ("FCA"). Experian's FCA registration number is 412553. Both Experian Limited and Motorfile Limited are members of the Experian group of companies. References to "we", "us" and "our" in these Terms and Conditions shall be to Experian Limited.

Experian's permitted purpose is that of an insurance intermediary dealing in and arranging a contract of insurance and handling claims on behalf of Pinnacle Insurance plc to support the Vehicle Data Check Insurance.

You can check this information on the FCA's register by visiting the FCA's website: www.fca.gov.uk/register or by contacting the FCA on 0800 111 6768.

2. Conducting a Vehicle Check

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

After checking the vehicle registration and before proceeding to request a Vehicle Check search, you must choose whether you want to purchase a single Vehicle Check search or multiple Vehicle Check searches and provide us with payment of the appropriate fee (as indicated on the Website) in advance of any search. Once you have submitted a request for a Vehicle Check search you may not stop that request.

The results of each Vehicle Check search will be delivered to you electronically on your computer screen 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 Vehicle Check search results ("Confirmation E-mail"). You will be able to view an archived record of your Vehicle Check search results for a period of up to 27 months following your search if you click on the section entitled "View My Checks".

If you have chosen the single Vehicle Check service and conducted a single Vehicle Check search, you may register with Pinnacle Insurance plc the vehicle to which the single Vehicle Check search relates. This will entitle you to receive the benefit of the Vehicle Data Check Insurance in respect of the single Vehicle Check search conducted in respect of that vehicle, subject to separate terms and conditions relating to the Vehicle Data Check Insurance which are set out on the Website.

If you have opted to make a single Vehicle Check 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 make multiple Vehicle Check searches, and have paid for the searches, you may conduct up to a total of five (5) Vehicle Check searches without paying a further fee, provided such Vehicle Check searches are conducted by you within 60 days of confirmation of receipt of payment by us. Once you have conducted a Vehicle Check search, you are entitled to choose one (1) of those vehicles on which you have conducted an Vehicle Check search to register with Pinnacle Insurance plc to entitle you to receive the benefit of the Vehicle Data Check Insurance, subject to separate terms and conditions relating to the Vehicle Data Check Insurance.

In order to successfully conduct a Vehicle Check 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 Channel Islands or the Isle of Man.

3. Price and Payment

Payment for the Vehicle Check Service

By accepting these Terms and Conditions, you agree to pay: (a) the fee for a single Vehicle Check search, where you have opted to make only one (1) Vehicle Check search (the single Vehicle Check service); or (b) the fee for multiple Vehicle Check searches, where you have opted to make up to five (5) Vehicle Check searches (the multiple Vehicle Check service).

Payment for the Vehicle Check service must be made by credit or debit card in advance. Cash or cheques will not be accepted. On clicking "submit", your request to register with us for a Vehicle Check search and report shall be submitted and payment shall be deducted from your debit or credit card.

No Vehicle Check search can be conducted until advance payment has been made. Please note that there will be no refund of the fee paid for any multiple Vehicle Check where you do not use up your full entitlement within the 60 day period from confirmation of receipt of payment by us.

Payment for the Vehicle Data Check Insurance

You will not have to pay an arrangement fee for the Vehicle Data Check Insurance element of our Vehicle Check service, but a premium (and the relevant insurance premium tax) for one policy of Vehicle Data Check Insurance is included in the fee paid for a Single Vehicle Check service or Multiple Vehicle Check service.

Protecting the Premium for the Vehicle Data Check Insurance

Prior to the premium for the Vehicle Data Check Insurance being forward to Pinnacle Insurance plc, for your protection, we hold the premium as an agent of Pinnacle Insurance plc, so that your Vehicle Data Check Insurance policy is treated as being paid for. We reserve the right to retain any interest earned on such premiums held. By accepting these Terms and Conditions, you agree and give us consent to operate in this way

4. Use of Information

All information delivered to you (whether on a computer screen, in e-mail, or paper format) as part of any Vehicle Check search ("the Information") shall at all times belong to us or our licensors.

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 commercially exploit any of the Information, and/or (d) sell, transfer, deal in or otherwise make available either the ability to conduct a search or any Information to any third party.

5. Cancellation, Queries, Complaints, and the Financial Services Compensation Scheme

Cancellation of this Agreement

When you submit a Vehicle Check search request to us, you agree that we can immediately begin the Vehicle Check service by processing your Vehicle Check search and report. This means that YOU DO NOT HAVE A RIGHT TO CANCEL THIS AGREEMENT either pursuant to the Consumer Protection (Distance Selling) Regulations 2000 or pursuant to the terms and conditions of this Agreement.

Cancellation of the Vehicle Data Check Insurance

You may cancel the Vehicle Data Check Insurance cover within the first 14 days. However, in view of the small amount of premium and the immediate incidence of risk under this policy, no refund is payable.

Queries

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

Complaints

If you wish to make a complaint regarding either your Vehicle Check report or the Vehicle Check service, please write to The Sir John Peace Building, Experian Way, NG2 Business Park, Nottingham, NG80 1ZZ.

If your complaint relates to the Vehicle Data Check Insurance provider Pinnacle Insurance plc, you may refer the matter to the Vehicle Check Claims Department, The Sir John Peace Building, Experian Way, NG2 Business Park, Nottingham, NG80 1ZZ.

Alternatively, you may contact Pinnacle Insurance plc directly by writing to the Customer Relations Manager, Pinnacle Insurance plc, Pinnacle House, A1 Barnet Way, Borehamwood, Hertfordshire WD6 2XX.

If you are unable to settle your complaint to your reasonable satisfaction through the means stated above, you may refer the matter to the Financial Ombudsman Service at South Quay Plaza, 183 Marsh Wall, London, E14 9SR or by telephone on 0845 080 1800. Further information is available at www.financial-ombudsman.org.uk.

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim. Non compulsory insurance is covered for 90% of the claim, with no upper limit. Further information about the compensation scheme arrangements is available from the Financial Services Compensation Scheme website at www.fscs.org.uk or telephone 0800 678 110.

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 Vehicle Check service this Information has been supplied to us by third parties, and Experian therefore cannot warrant that (nor can it be held responsible for ensuring that) any of the Information provided to you as part of the Vehicle Check service is correct, accurate or complete.

The Vehicle Check service does not deal with or comment on (a) the physical condition of any vehicle, (b) the roadworthiness or safety of any vehicle, (c) whether the vehicle has 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.

All you need to do to take advantage of the Vehicle Data Check Insurance is to register with Pinnacle Insurance Plc your chosen vehicle (see section 7 below for further details) on which you have conducted a Vehicle Check search. There is no additional cost to you for registering for this Vehicle Data Check Insurance. Subject to the Vehicle Data Check Insurance terms and conditions, by registering for the Vehicle Data Check Insurance you are covered in respect of your chosen vehicle (see section 7 below for further details) by the Vehicle Data Check Insurance policy. Apart from any entitlement you may have to compensation under the Vehicle Data Check Insurance, our liability to you shall be limited to the price you paid for the Vehicle Check 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.

We shall not provide you with (and you shall not receive) any advice or recommendation from us in relation to the Vehicle Data Check Insurance or any other insurance product.

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. Vehicle Data Check Insurance

Who is the Insurer

The Vehicle Data Check Insurance provided with the Vehicle Check service is underwritten by Pinnacle Insurance plc. We act for and on behalf of this underwriter in providing the Vehicle Data Check Insurance to you.

How to register the Vehicle Data Check Insurance

Each time you pay for a Vehicle Check service (whether this is the single or the multiple Vehicle Check service) and subsequently conduct one or more Vehicle Check searches as appropriate to your chosen Vehicle Check service, you shall be entitled to register one (1) vehicle with Pinnacle Insurance plc for Vehicle Data Check Insurance.

For example: if you purchase the multiple Vehicle Check 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 (namely the one you buy) with Pinnacle Insurance plc.

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

Your Duty of Disclosure

The Vehicle Data Check Insurance 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 Pinnacle Insurance plc's decision to accept and pay a valid claim should a claim arise. Failure to disclose material information may invalidate your Vehicle Data Check Insurance cover and could result in the claim not being paid.

Vehicle Data Check Insurance is not vehicle Insurance

For the avoidance of doubt, Vehicle Data Check Insurance only provides cover in relation to the specific data provided to you as part of a Vehicle Check report. Neither Experian nor Pinnacle Insurance plc provides insurance in relation to any vehicle, its use and/or the

driver as part of this Vehicle Check service or the Vehicle Data Check Insurance. You will need to make your own arrangements to ensure that it is safe and legal for you to drive any vehicle you purchase as a result of conducting a Vehicle Check search.

Making a Vehicle Data Check Insurance Claim

If you wish to make a claim you can obtain a claim form by writing to Vehicle Check Claims Department, The Sir John Peace Building, Experian Way, NG2 Business Park, Nottingham, NG80 1ZZ or telephone 0870 333 8030.

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 a Vehicle Check search. A person who is not a party to these Terms and Conditions has no right to enforce any term under them.

You may not assign, novate or otherwise transfer all or any of the rights granted to you under these Terms and Conditions. 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.