

Ref: 40164827

Date: 5/12/2003

Time: 12.23



MR. A CARDATACHECK
cardatacheck@uk.experian.com

Talbot House
Talbot Street
Nottingham
NG80 1TH

Dear MR. A CARDATACHECK

Thank you for using AA Car Data Check. Your payment of £38.99 including VAT at 17.5%. has been charged to the A/C No. xxxx xxxx xxxx 1111.

This document contains your certificates detailing the information provided by the Data Check.

- Vehicle Status Check
- Keeper and Colour Changes
- Mileage Check

Please look carefully at each certificate to ensure the vehicle corresponds with the DVLA/DVLNI Keeper Document (V5). You will find the terms and conditions of the Car Data Check and the Indemnity Insurance cover included in this document. The Guidance Notes will help you to understand the information on the certificates and also provide advice on steps to take before purchasing the vehicle. Please note that if you do not follow this advice you may invalidate the insurance cover.

Although our data is as exhaustive as is currently possible, the part of the check that verifies whether the vehicle is a write-off might not always be able to detect this problem if the vehicle has at some time belonged to someone who was self insured or third party insured. Please also note that our data relates only to events occurring whilst the vehicle has been registered in the UK.

If you have a complaint or wish to contact us regarding the information and advice we have given you please contact us on 0870 900 1250 or write to Motorfile Ltd, Talbot House, Talbot Street, Nottingham NG80 1TH.

Once again, thank you for using AA Car Data Check. I hope you found the service useful.

Yours sincerely,

A handwritten signature in black ink, appearing to be 'P Whiteside', with a long, sweeping horizontal line extending to the right.

Phil Whiteside
Business Manager
AA Car Data Check

Ref: 40164827
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MR. A CARDATACHECK

VEHICLE STATUS CHECK

This certificate confirms the information the information held by AA Car Data Check on the vehicle below. All the details relating to the vehicle should be checked as being correct. If you find any discrepancies, it could mean the vehicle has been modified or tampered with (see the terms and conditions later in this document). If you need any help interpreting the results of the check, please refer to the Guidance Notes later in this document.

Vehicle Details For D305STL

| | | | | | |
|-------------------|------------------|-------------------------|--------|-----------------------------|------------|
| Make: | FORD | Fuel: | PETROL | Engine Capacity: | 1596 cc |
| Model: | ORION GHIA 5 SPD | Transmission: | MANUAL | First Registered: | 01/08/1986 |
| Engine No: | GT57107 | Number of Gears: | | Year of Manufacture: | 1986 |
| Body: | 4 Door Saloon | Colour: | RED | | |

You have not entered a VIN number. For indemnity to apply Customer Services must be advised of the VIN.

Data Check Information

| | |
|----------------------------------|---|
| Finance Data Check: | There is no record of any current finance agreement or loan secured against this vehicle. |
| Stolen Data Check: | There is no record of this vehicle being stolen on the Police National Computer. |
| Condition Data Check: | The vehicle is recorded on our condition database.* This means that the vehicle has been subject to a total loss claim by an insurance company on 07/03/1996 due to VEHICLE HAS BEEN STOLEN |
| High Risk Data Check: | There is no record of this vehicle being at 'High Risk'. |
| Registration Plate Check: | There is no record of this vehicle being involved in number plate changes. |

* WARNING: no insurance benefit is payable for any loss arising from or in connection with this section of the Data Check information.

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KEEPER AND COLOUR CHANGES

This Certificate confirms information held by AA Car Data Check relating to the number of previous keepers and colour changes. It tells you when these changes took place. If you need any further help interpreting the results of the check, please refer to the Guidance Notes later in this document.

Vehicle Details For D305STL

| | | | | | |
|-------------------|------------------|-------------------------|--------|-----------------------------|------------|
| Make: | FORD | Fuel: | PETROL | Engine Capacity: | 1596 cc |
| Model: | ORION GHIA 5 SPD | Transmission: | MANUAL | First Registered: | 01/08/1986 |
| Engine No: | GT57107 | Number of Gears: | | Year of Manufacture: | 1986 |
| Body: | 4 Door Saloon | Colour: | RED | | |

Data Check Information

Previous Recorded Keepers: 2
Most Recent Change: 25/09/1991

Number of Previous Colours: 0

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MR. A CARDATACHECK

MILEAGE CHECK

This Certificate contains the mileage data held by AA Car Data Check. Please refer to the Guidance Notes later in this document for the full explanation of this information.

Vehicle Details For D305STL

| | | | | | |
|-------------------|------------------|-------------------------|--------|-----------------------------|------------|
| Make: | FORD | Fuel: | PETROL | Engine Capacity: | 1596 cc |
| Model: | ORION GHIA 5 SPD | Transmission: | MANUAL | First Registered: | 01/08/1986 |
| Engine No: | GT57107 | Number of Gears: | | Year of Manufacture: | 1986 |
| Body: | 4 Door Saloon | Colour: | RED | | |

Data Check Information

Mileage Entered: 12000

| Mileage | Date | Source |
|---------|------------|------------|
| 104000 | 22/02/2002 | VMC DEALER |

There is a discrepancy in mileage information.

WARNING: Mileage data is supplied by third parties; some data may be incorrect.

GUIDANCE NOTES

PLEASE READ THESE NOTES CAREFULLY BEFORE YOU BUY!

Introduction

These notes have been produced to help you to understand the information contained in the certificates, and to provide some general advice that you should follow **before** purchasing your vehicle.

Please note that our data only relates to vehicles registered in the United Kingdom. Neither the data check, nor the insurance, covers events occurring prior to the date of first registration on the V5 document or outside the UK or to vehicles purchased outside the UK.

Data Check Insurance Cover

The full terms and conditions and exclusions of the data check insurance are detailed in a separate document that we recommend you read. The following are guidelines only which should be followed:

Before purchasing the vehicle...

- Ensure the seller has a valid DVLA (Driver Vehicle Licensing Agency) or DVLNI (for Northern Ireland) Vehicle Registration Document (V5). It is not possible to obtain a licence disc at a Post Office without a V5 or a Vehicle Licence Application form.
- Check the certificates carefully against the vehicle and the V5, the information on all three should be identical.
- Check the serial number of the V5 with the list of stolen documents at the end of these notes.
- Check that the vehicle identification plate (found in the engine compartment) and the VIN (stamped onto the car body shell) match the number recorded on the V5. If you have not already provided the VIN, please call Customer Services as soon as you have the information and **before** you purchase the vehicle to validate the insurance cover.
- Check that the engine number on the vehicle matches the one shown on your certificate. If it doesn't, ask to see purchase receipts for the replacement engine.
- If you are buying the car privately you **must** buy from the person named on the V5 and we recommend that you visit the address of the vendor. Ask to see some proof of identity, such as a passport, and some proof of address, such as a recent utility bill. Failure to buy from the person named on the V5 document will invalidate the data check insurance cover.
- Obtain a valid receipt.
- If you believe the vehicle is covered by a Manufacturers Warranty we suggest you contact a franchised dealer, quoting the registration number and VIN, to verify this.

Data Check Insurance Cover is only available to persons aged 18 or over.

The following explanations refer to the various sections of information on your certificate. If adverse data shows on the data check certificate you should read the relevant section carefully.

Finance Data Check

If a loan or hire purchase agreement is still outstanding and you buy the vehicle, the finance company will retain a legal interest in it until the loan is repaid in full – they may even repossess it. Please contact Customer Services if finance is showing against this vehicle and you would like further investigation or information concerning it.

Stolen Data Check

If a vehicle you are checking appears on the Police National Computer (PNC), we are obliged to inform the police of the details of the check. Do not consider proceeding with this purchase until you have received written confirmation from our Customer Services that it has been recovered.

Condition Data Check

We check if the vehicle has been recorded as written-off by an insurance company due to a damage or theft related insurance claim.

Although our data is as exhaustive as is currently possible, the part of the check that verifies whether the vehicle is a write-off might not always be able to detect this problem if the vehicle has at some time belonged to someone who was self insured or third party insured.

A **damage** related insurance claim means that the vehicle has been involved in an accident and the insurer has decided that the vehicle is uneconomical to repair. You should only proceed with the purchase once you are satisfied that a reputable repairer has carried out the repairs and that the car is roadworthy. If you are in any doubt you should arrange a mechanical inspection, which will advise on the physical condition of the vehicle.

A **theft-related** insurance claim indicates that the vehicle, at some time in its life, has been stolen and an insurance company has paid out a claim on it. In these circumstances the insurance company becomes the legal owner. Please contact Customer Services who will verify the current status of the vehicle for you.

Categories of Write-off

| Category | |
|----------|---|
| A | A vehicle which should be totally crushed, including all its spare parts |
| B | A vehicle from which spare parts may be salvaged, but the bodyshell should be crushed and the car should never return to the road. |
| C | An extensively damaged vehicle which the insurer has decided not to repair, but which could potentially be repaired to a high standard |
| D | A damaged vehicle which the insurer has decided not to repair, but which could be repaired and returned to the road |
| F | A vehicle damaged by fire, which the insurer has decided not to repair |
| Theft | These vehicles have not been recovered and ownership rests with the insurer who made the total loss payment. They are able to repossess the car as soon as it is identified, even if it has been bought innocently. |

Scrapped Information is received from the DVLA / DVLNI. Please contact Customer Services for more information.

Export and Import information is received from the DVLA / DVLNI. If a vehicle is recorded as being exported or imported, we cannot check on the period that it was out of the country. Our data only contains information relating to events within the UK and we cannot check on the period that it was out of the country. Therefore you should try to obtain as much information about the car's history as possible. You should also check the vehicle documents carefully. Please note that vehicles from within the European Union (EU), whether new or used, are not classed as Imported by the DVLA. A used vehicle from within the EU will bear a marker on the V5 registration document (used before first registration). The insurance does not cover events prior to the date of registration at the DVLA or DVLNI.

High Risk Data Check

If the vehicle appears as being at 'high risk' there is a chance that the vehicle is being sold fraudulently. You should not proceed with the purchase of the vehicle until Customer Services have fully investigated it on your behalf. If a vehicle you are checking appears on this database, we are obliged to inform the registering company of the details of the check.

Keeper Information

Please note that the keeper information does not include the current keeper. You should check that the information matches the V5 keeper document. The keeper is not necessarily the owner.

!!! IMPORTANT NOTICE – STOLEN V5 DOCUMENTS !!!

We advise buyers of used cars to be particularly vigilant at the present time, as a number of V5 registration documents (also known as logbooks) have been stolen from the DVLA. The documents in question fall into the following two categories:

a) Those that bear the prefix AP in their serial number (at the top left hand corner of the document) and fall within the following ranges:

AP 8022601 to AP 8024400
 AP 9424801 to AP 9426600
 AP 9430201 to AP 9432000
 AP 9435601 to AP9437400
 AP 9448201 to AP 9450000

b) Those that bear the prefix AN and fall and within the following ranges:

AN 8854201 to AN 8859600

If anyone is offered a vehicle for sale accompanied by one of these documents they should contact the DVLA on 0870 2411878 or a local Police station.

Customer Services

Our Customer Services team is there to help you. They will investigate vehicles that show up on one or more of the databases and come back to you with updated information on the status.

Please allow at least 24 hours for Customer Services to investigate.

Customer Services can be contacted Monday to Friday 8am – 8pm; Saturday and Sunday 9am – 5pm; by telephone on 0870 900 1250, or by email at cardatacheck@uk.experian.com

Mileage information(if purchased as part of the data check)

The mileage record supplied is gathered from various sources and flags up any mileage discrepancies known to us. It is presented in date order and shows mileage, date and source. You should check the mileage readings and dates with MOT certificates and service records to satisfy yourself that the sequence of mileages is acceptable. If necessary contact the previous keepers of the vehicle (shown on the V5).

Please note that a small proportion of imported vehicles may have readings in kilometres rather than miles.

The sources of mileage information include:

The Driver and Vehicle Licensing Authority – DVLA

V5 (changes to details on a Vehicle Registration Document)

V62 (vehicle registration application form)

V5/1 (vendors notification of sale)

V5/3 (sale to a trader)

Vehicle Mileage Check Ltd – VMC

The British Vehicle Rental and Leasing Association – BVRLA

The Retail Motor Industry Federation – RMI

The mileage information is sold to you on the basis that:

It is received from the UK's leading information provider, Experian, which compiles the data from a variety of sources. The information is not validated and therefore some data may not be complete or accurate

Valuation (if purchased as part of the data check)

The consumer valuation supplied is provided by Glass's Information Service Ltd – the market leader in the provision of valuation information to the motor trade for over 70 years.

The two valuation prices available are the selling price, which is for a vehicle being part exchanged at a motor dealer and the buying price for a vehicle being purchased from a reputable motor dealer in 'showroom condition' in a part exchange transaction. Values are therefore not cash values, replacement prices, private sales or insurance settlements and must not be used for any other valuation prices. You will usually pay a higher price for a vehicle being sold by a motor dealer than for one being sold 'privately' as the dealer will have spent time and effort in preparing the vehicle for sale, for instance refurbishment, valeting, servicing, stocking/storage, warranty, administration, title checks, profit, advertising and VAT. Prices of cars can vary based on numerous factors such as mileage, condition, desirability, regional variation, model life cycles and even colour, so the supplied values should not be relied upon solely and should be treated as a Guide only.

The Dealer Asking Price or 'windscreen price' is not necessarily the price a consumer would actually pay, as it may be the subject of negotiation, discount or extra allowance on the value of a part exchange. It will also vary depending on any special offers applicable at the time, condition, length of warranty and any options and extras that may be fitted.

The selling valuation varies according to the condition of the car, defined as Excellent, Average or Below Average:

Excellent Condition

Ready for retail sale, mechanically perfect, paintwork unblemished for vehicles under 2 years old but may have slight damage on vehicles over 2 years old or with high mileage. Interior should be immaculate. A full service history must be provided. All equipment fitted should be fully operational. Tyres should be new or nearly new, wheels and trims clean and undamaged.

Average Condition

Some wear and tear to mechanical parts may be expected. Some minor repair might be required to the paintwork, although there should be no serious damage requiring replacement bodywork. The car will be of generally tidy appearance inside and out but some expenditure may be required for retail sale. All equipment fitted should be fully operational. Tyres should not be more than half worn. Wheels and trim should be in good condition.

Below Average Condition

Required mechanical repair or some repair to bodywork. The interior may be worn and seats have marks. Some corrosion, damaged or poorly repaired paintwork may need attention. The car may not be offered for retail sale without significant expenditure. Major items of equipment such as radios should be operational. Tyres should be legal with an even tread depth across the tyre. Wheels and trim may show evidence of some scuff marks.

Valuations are provided by Glass's Information Services Ltd of 1 Princes Road, Weybridge, Surrey KT13 9TU. Payment will be taken by Motorfile Ltd, Talbot House, Talbot Street, Nottingham NG1 5HF. Valuations are provided to you by Motorfile Ltd on the basis that Motorfile Ltd cannot guarantee that the information is accurate or comprehensive and under no circumstances shall Glass's Information Services or Motorfile Ltd be liable to you in contract, tort (including negligence) or otherwise for any loss (direct, indirect, consequential or special) you may incur as a result of any reliance on any information supplied (save for any liability for death or personal injury caused by the negligence of Motorfile Ltd). The information provided is personal to you, the customer and no third party may use or rely on any information provided. Please note that as we cannot verify that the information is accurate and comprehensive it is not covered by the indemnity insurance.

Motorfile Ltd, Talbot House, Talbot Street, Nottingham NF80 1TH

Telephone: 0870 900 1250

Registered in England No 3009493, VAT No. 657870784

CAR DATA CHECK SERVICE

ABOUT YOUR CAR DATA CHECK

Car Data Check is a service provided to the individual named in the Car Data Check Certificate (who, where the check is carried out in contemplation of a proposed vehicle purchase, should be the intended owner) (You/Your) by Motorfile Limited ("Motorfile").

The contract under which the Car Data Check is provided, is between You and Motorfile. No third party may use or rely on any information contained within the Car Data Check.

You should not rely on any information contained within the Car Data Check until that information has been received by You in writing.

The Car Data Check does not comment on, or refer to the physical condition or road worthiness of the vehicle.

VEHICLE STATUS CHECK: "WRITE OFFS"

Please note that, although a Car Data Check is as comprehensive as is currently possible, it may not reveal that the vehicle has been declared a write-off if at the date it was written-off the owner was self-insured or third party insured. If in doubt a vehicle inspection is recommended.

All reasonable care has been taken to ensure that the information contained within the Car Data Check is accurate and complete. The information, however, has been supplied by third parties and, whilst not negating or diminishing Motorfile's responsibility to accurately relay the data held by it to You. Motorfile cannot guarantee, and is not responsible for ensuring, that all the information is accurate and comprehensive.

If You believe that the information contained in the Car Data Check is incorrect or incomplete and You relied on that information when purchasing Your vehicle, You may be entitled to make a claim under the terms of the Car Data Check insurance provided by Pinnacle Insurance plc, as set out below.

Motorfile, its employees and agents shall not be liable to You for any loss or damage caused by it, its employees or agents where, and to the extent that, a) there is no breach of a legal duty owed to You by it or its employees or agents; b) such loss or damage is not a reasonably foreseeable result of such a breach; c) any such loss or damage, or increase in the same, results from any breach or omission by You (including, but not limited to, the incorrect provision of the relevant vehicle details by You); d) any such loss or damage results from circumstances or matters outside of Motorfile's reasonable control.

Motorfile, its employees and agents shall not, in any event, be liable for losses relating to any business interests You may have including, without limitation, lost data, lost profits, loss of opportunity or business or business interruption.

Motorfile, its employees and agents shall be responsible for any death or personal injury You may suffer as a result of the negligence of Motorfile, its employees or agents.

CAR DATA CHECK INSURANCE – TERMS AND CONDITIONS

This policy records that in consideration of purchasing the **Car Data Check**, the **Company** will provide the Car Data Check insurance cover described in this policy in respect of the **insured**. Furthermore, this policy is subject to the terms and conditions set out below.

1. INTERPRETATION

In this policy, the following words have the following meanings:

“**Commencement Date**” means in respect of each **insured vehicle**, the date the **Car Data Check** is performed as recorded in the **Car Data Check Certificate**;

“**Company**” means Pinnacle Insurance plc, Pinnacle House, A1 Barnet Way, Borehamwood, Hertfordshire WD6 2XX;

“**Car Data Check**” means the service provided by **Motorfile** which gives the information detailed in the **Car Data Check Certificate**;

“**Car Data Check Certificate**” means the certificates issued to the **insured** following the completion of the **Car Data Check**;

“**Glass’s**” means Glass’s Information Services Limited, 1 Princess Road, Weybridge, Surrey KT13 9TU – the provider of used vehicle valuations;

“**Import**” means the **insured vehicle** has been used outside the European Union before its first registration with the DVLA or DVLNI;

“**Insured**” means the individual who is named in the **Car Data Check Certificate** for the **insured vehicle**;

“**Insured Period**” means in respect of each **insured vehicle**, a period of 24 months from the **commencement date**;

“**Insured Vehicle**” means the car, motorcycle or light commercial vehicle up to 3.5 tonnes identified by the Vehicle Registration Mark and Vehicle Identification Number shown in the **Car Data Check Certificate** which has been the subject of a **Car Data Check** and which has been purchased in the United Kingdom by the **insured** after the **commencement date**;

“**Market Value**” means the average trade value calculated by **Glass’s** for a vehicle of the same type, age; mileage and average condition as the **insured vehicle**;

“**Motorfile**” means Motorfile Limited, Talbot House, Talbot Street, Nottingham NG80 1TH;

“**Reasonably Prudent Purchaser**” means a purchaser who is put on notice that the genuineness of the vehicle may not be as portrayed by the vendor should the purchase price be 30% or more below the **market value**;

“**Total Loss Insurance Claim**” means a claim for damage to the **insured vehicle** under a policy of motor insurance which is settled by the insurer prior to the **commencement date** by the provision of a replacement vehicle or by a monetary payment because the **insured vehicle** is considered to be beyond economic repair. This information must be verified by a member company of the Association of British Insurers or by Underwriters at Lloyds of London;

“**Unroadworthy Condition**” means that in the opinion of a qualified motor engineer the **insured vehicle** is not in a fit state to be driven on a public highway.

2. BENEFITS

2.1. The **Company** will, except where and to the extent that a warning specifically limiting the benefits has been given in the **Car Data Check Certificate**, cover the **insured** for:

- 2.1.1. their actual financial loss within the **insured period** arising solely and directly from the **Car Data Check** being inaccurate or incomplete due to:
- (a) the settlement by the **insured** of outstanding loans or other finance secured against the **insured vehicle** by previous owners; or
 - (b) the purchase of the **insured vehicle** in an **unroadworthy condition** where the **insured vehicle** is the salvaged vehicle following a **total loss insurance claim**; or
 - (c) the loss of the **insured vehicle** (or additional payments being made by the **insured** with the agreement of the **Company** to secure full title to the **insured vehicle**), due solely to the **insured vehicle** having been stolen prior to the **commencement date** and the **insured** failing to obtain good title to the **insured vehicle**.

In respect of any one **insured vehicle**, the maximum benefit payable under Clause 2.1.1. shall be the **market value** of the vehicle on the date of receipt of a claim by the **Company**, up to a total maximum of £10,000 in respect of this policy

- 2.1.2. any reduction in **market value** of the **insured vehicle** arising within the **insured period** due solely and directly from the **Car Data Check** in respect of **total loss insurance claims** being inaccurate or incomplete. In respect of any one **insured vehicle** the maximum benefit payable shall be 50% of the **market value** of the vehicle on the date of receipt of a claim by the **Company**, up to a total maximum of £5,000 in respect of this policy.
- 2.1.3. any reduction in **market value** of the **insured vehicle** arising within the **insured period** due solely and directly from the **Car Data Check** not recording the **insured vehicle** as an **import** or export vehicle. In respect of any one **insured vehicle** the maximum benefit payable shall be 10% of the **market value** of the vehicle on the date of receipt of a claim by the **Company**, up to a total maximum of £1,000 in respect of this policy.

2.2. The **Company** will, in addition to the benefits described in Clause 2.1. above, pay to the **insured**, in respect of each of the circumstances set out below, a one-off lump sum payment equal to £50 (except where and to the extent that a warning specifically limiting the benefits has been given in the **Car Data Check Certificate**) if:

- 2.2.1. the colour of the **insured vehicle** given in the **Car Data Check Certificate** does not match the colour registered with the DVLA and confirmed on the **insured vehicle's** vehicle registration document (V5);
- 2.2.2. the number of previous registered keepers of the **insured vehicle** given in the **Car Data Check Certificate** does not match the number of previous registered keepers registered with the DVLA and confirmed on the **insured vehicle's** vehicle registration document (V5);
- 2.2.3. where mileage details for the **insured vehicle** are recorded in the **Car Data Check Certificate** – a previous higher mileometer reading is not shown in the **Car Data Check Certificate**. The **insured** will need to provide written documentary evidence to the **Company's** reasonable satisfaction when making a claim.

3. EXCLUSIONS

The **Company** shall not be liable for:

- 3.1. the results of loss, destruction or damage to the **insured vehicle** occurring after the **commencement date**;
- 3.2. any loss resulting from an **insured vehicle** which is not registered with the DVLA in the United Kingdom (or DVLNI in Northern Ireland) or which bears a Vehicle Registration Mark with the prefix or suffix letter Q or losses in respect of vehicles registered in Jersey, Guernsey or the Isle of Man;
- 3.3. any vehicle purchased outside the United Kingdom;
- 3.4. any loss resulting from any incident prior to the vehicle's first registration with the DVLA or DVLNI;
- 3.5. any loss in respect of a vehicle purchased without a valid MOT Test Certificate (where compulsory);
- 3.6. the purchase of a vehicle where the Vehicle Identification Number supplied by the **insured** does not correspond with the Vehicle Registration Mark held by the DVLA or DVNI for that Vehicle Identification Number;
- 3.7. any loss arising from a fraudulent transaction which prevents good title being passed from the vendor;
- 3.8. any loss as the result of the vehicle bearing false Vehicle Registration Marks or Vehicle Identification Numbers;
- 3.9. legal costs or expenses incurred by the **insured**;
- 3.10. the cost of repair to or refurbishment of the **insured vehicle**, loss of anticipated profit from its use or sale, loss of use or any financial loss connected with the loss of use or any losses relating to business interests, including without limitation, lost data, lost profits, loss of opportunity or business interruption.
- 3.11. any consequence of war, invasion, act of foreign enemy, terrorism, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power;
- 3.12. any loss directly or indirectly caused by, or arising from, nuclear fuel/nuclear waste from the combustion of nuclear fuel; or
- 3.13. VAT recoverable by the **insured**.

4. CONDITIONS

- 4.1. The **insured** must be at least 18 years of age to be eligible to qualify for cover under this insurance cover.
- 4.2. The cost of the **Car Data Check** must have been paid at the **commencement date**.
- 4.3. No benefit is payable under this insurance if the **insured** at the time of the **Car Data Check** has any prior knowledge of the circumstances which give rise to a claim, or failed to confirm that the Vehicle Identification Number, Vehicle Registration Mark and other details provided as part of the **Car Data Check** were compatible with those of the actual vehicle or ignored any information disclosed by the **Car Data Check** which would reasonably put a potential purchaser of the **insured vehicle** on notice that the **insured vehicle** should not be purchased.

- 4.4. The **insured** is under an obligation to act as a **reasonably prudent purchaser** to avoid losses when purchasing the vehicle and to check the information supplied by the seller during the purchase is correct.
- 4.5. The **insured vehicle** must be purchased from the keeper stated on the log book and valid receipt obtained. The **insured** must verify the identity of the seller and check their name and address with the vehicle registration document (V5).
- 4.6. The **Company** shall have the right to inspect the **insured vehicle** and the **insured** shall provide to the **Company** at their own expense and in writing all details of the claim together with such proofs, explanation and other evidence as may be reasonably required by the **Company**.
- 4.7. The **Company** shall be entitled to take title and possession of any salvage and dispose of it in a reasonable manner.
- 4.8. All benefit under this insurance is forfeited if any claim made by the **insured** is knowingly false or fraudulent.
- 4.9. The **Company** may at its expense take such proceedings as it sees fit in the name of the **insured** to enforce any rights and remedies against or obtain relief or reimbursement or compensation from other parties to which the **Company** shall be or may become entitled or subrogated under this insurance and the **insured** shall at the request and expense of the **Company** do such acts and things as may reasonably required by the **Company** for that purpose.
- 4.10. The **insured** shall take all reasonable precautions to avoid losses which are or may be recoverable under this insurance

5. CLAIMS

- 5.1. In the event of any occurrence giving rise or likely to give rise to a claim under this policy the **insured** must at their own expense and without delay:
 - 5.1.1. Request a claim form from **Motorfile** Claims Department, P.O. Box 7727, Nottingham NG80 7WX. Telephone: 0870 333 8030.
 - 5.1.2. Send written notice of the facts on which the claim is made to **Motorfile** at the above address in a form approved by the **Company** and provide to **Motorfile** any additional information as the **Company** may reasonably require, including full details of all efforts made to recover any loss incurred as soon as reasonably possible and in any event within 30 days of the date of loss; and
 - 5.1.3. Submit the original **Car Data Check Certificate** being claimed against.
- 5.2. If in the **Company's** reasonable opinion the **insured** has not taken all reasonable steps to recover the loss from the person or company from whom the vehicle was purchased or from any other party against whom there may be a right of action, the **Company** reserves the right to withhold settlement of any claims until such time as such steps have been taken.

6. GENERAL CONDITIONS

- 6.1. The contract between the **insured** and the **company** is made up of this policy and any endorsement to this policy.
- 6.2. This policy cannot be assigned or charged in any manner whatsoever.
- 6.3. This policy shall not acquire a surrender value.
- 6.4. The parties to this insurance are free to choose the law applicable to it. Without agreement to the contrary English Law will apply. If the **insured** lives in Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man, the **insured** will be entitled to commence legal proceedings in their local courts.
- 6.5. This policy is non-cancellable and no refund is payable.

ENQUIRIES AND COMPLAINTS

While it is always the **Company's** intention to provide a first class standard of service, if the **insured** does have any concerns regarding this insurance cover, please in the first instance address them to:

Motorfile Claims Department
P.O. Box 7727, Nottingham NG80 7WX

Should the matter remain unresolved the **insured** should write to:

Customer Relations Manager, Pinnacle Insurance plc
Pinnacle House, A1 Barnet Way, Borehamwood, Hertfordshire WD6 2XX

Should the **insured** remain dissatisfied with the outcome of any internal enquiries, the **insured** has the right to refer the complaint to:

The Financial Ombudsman Service (FOS)
South Quay Plaza, 183 Marsh Wall, London E14 9SR

This procedure will not prejudice the **insured's** right to take legal proceedings. However please note that there are some instances when the FOS cannot consider complaints.

A leaflet detailing the full complaints/appeals process is available from the **Company** on request.

Motorfile – CDC – GP1894v1-DEC 2003

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|--------------------------------|---|--|
| This policy is underwritten by | : | Pinnacle Insurance plc |
| Head and Registered Office | : | Pinnacle House, A1 Barnet Way Borehamwood, Hertfordshire WD6 2XX |
| Company Registered Number | : | 1007798 |
| Policy Number | : | 01894 |
| Date of Policy | : | 19 th December 2003 |
| and the Policyholder is | : | Motorfile Limited |
| Registered Office | : | Talbot House, Talbot Street Nottingham NG80 1TH |