

Terms and Conditions for Car Data Check

Please read this before buying an AA Car Data Check

These Terms and Conditions are effective for checks made on or after 14 January 2005. Previous Terms and Conditions are available on request.

Motorfile Terms and Conditions

Last updated: January 2005

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'), a joint venture company owned by Automobile Association Developments Limited and Experian Limited.

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 roadworthiness of the vehicle.

We confirm you have no right to cancel the car data check pursuant to the Consumer Protection (Distance Selling) Regulations 2000.

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.

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); 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 Motorfile, or Motorfile's employees' or agents' negligence.

Please note

Imported vehicles

A vehicle purchased in another country in the European Union and brought into the UK, whether as a new or used vehicle, is not classified as an Imported Vehicle.

Stolen vehicles

The data check may not identify 'cloned' or 'ringed' vehicles bearing a false Vehicle Registration Mark and Vehicle Identification Number.

Insurance write-offs

The data check may not identify a write-off occurring whilst the vehicle was self or third party insured.

Mileage data

This information is not validated and therefore some data may not be complete or accurate.

Use of personal information

The information Motorfile holds about You will be used to provide the product(s) and service(s) requested and for identification, account administration, analysis and fraud/loss prevention purposes.

Motorfile Limited is authorised and regulated by the Financial Services Authority

AA Car Data Insurance – Terms and Conditions

THIS POLICY records that in consideration of purchasing the Car Data Check, the Company will provide the AA 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 retail 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 category A or B total loss insurance claim as confirmed by the insurer making that declaration; 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 reported stolen to the police 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. the actual reduction in market value, which does not exceed 50% of the purchase price 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, up to a total maximum of £5,000 in respect of this policy.

2.1.3. the actual reduction in market value of the insured vehicle, which does not exceed 10% of the purchase price of the 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, 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 or DVLNI 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 or DVLNI 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 DVLNI 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 gives rise to a claim, or failed to confirm before making the purchase that the Vehicle Identification Number held by Car Data Check matched the Vehicle Identification Number on the vehicle and the V5, 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 and the V5, 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 V5 registration document 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 be 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, Lambert House, Talbot Street, Nottingham NG80 1LH 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. The insured may cancel this policy at any time by contacting Motorfile, however no refund of premium is payable.

6.6 The Company is covered by the Financial Services Compensation Scheme (the "Scheme"). The insured may be entitled to compensation from the Scheme if the Company cannot meet its obligations. The amount of compensation depends on the type of business. Most types of insurance business are covered for 100% of the first £2,000 of a valid claim and 90% of the remaining amount of the loss. Further information about compensation arrangements is available from the Financial Services Compensation Scheme, telephone number 020 7892 7300.

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
Lambert House,
Talbot Street,
Nottingham
NG80 1LH

Should the matter remain unresolved the insured should then 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.

PINNACLE INSURANCE PLC

Head and Registered Office: Pinnacle House: A1 Barnet Way
Borehamwood
Hertfordshire

WD6 2XX
Company Registered Number: 1007798
Policy Number: 01882
Date of Policy: 13th January 2005
Policyholder: Motorfile Limited
Registered Office: Talbot House
Talbot Street
Nottingham
NG80 1TH