

RAC Car Passport Service– Terms and Conditions of Use for Buyer CPP

Due to the nature of the Car Passport Product service ("CPP") there are two separate parts to the Terms and Conditions of Use:

Part A - RAC's terms and conditions in relation to the CPP (excluding the RAC Car History Check); and

Part B – Experian's terms and conditions in relation to the use of the RAC Car History Check provided by Experian as part of the CPP.

Part A

These Terms and Conditions of use ("the Terms") relate to your use of the Car Passport Product service excluding the RAC Car History Check ("CPP") which is available to you at www.rac.co.uk/buying-a-car/car-passport ("the Website"). RAC Motoring Services is a company registered in England and Wales at Companies House. Our registered office is at RAC House, Brockhurst Crescent, Walsall, WS5 4AW and our registered number is 01424399.

Please read these Terms before you use the Website to purchase a CPP from us. You must also be over 18 years of age to purchase the CPP.

If you have any questions about these Terms or the CPP, please contact our customer services department at Membership@rac.co.uk or by telephone on 0844 891 2404 before you purchase a CPP through the Website.

Changes to the Terms

By ticking the box entitled Please tick here to confirm you have read our terms and conditions you are agreeing to these Terms. These Terms will apply to the CPP that you purchase. We are entitled to change the Terms from time to time, so if you decide to purchase another CPP in the future, you should always remember to read the Terms that you are asked to accept at the point that you purchase the CPP.

Our Contract

The Terms deal with your access to and use of the Website and any CPP you purchase from us ("Contract").

Please note that we may not necessarily keep a copy of the Terms and any order you may make. You should print a copy of them for your information in the future. You can download a PDF version of the Terms here www.rac.co.uk/buying-a-car/car-passport/terms-and-conditions.

Our Contract and all communications between us will be in English.

Use of Information

All information delivered to you (whether on a computer screen or in an email or on paper) as part of the CPP ("the Information") shall at all times belong to us or our licensors.

You are not permitted to:

- reproduce, modify or distribute the Information;
- create a database from the Information; and/or

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

Using the CPP

We will ask you to enter the vehicle registration on the landing page. Once you have submitted payment for the CPP, the CPP will be delivered to you electronically via the internet within a few minutes. You will also receive an email from us confirming that payment has been taken and providing you with confirmation of your search where you will be able to view your search results.

As part of the CPP, you will be able to register with Experian the vehicle to which the CPP relates. You will then be able to receive the benefit of the data guarantee in respect of the RAC Car History Check element of the CPP you received, subject to the and Terms and Conditions for the data guarantee contained in Part B.

If you wish to make further searches, you will have to pay for the further searches at the appropriate rate.

Providing the Service

Whilst we use all reasonable care and skill in the supply of the Information to you, the Information has been supplied to us by third parties, and therefore we cannot warrant that (nor can we be held responsible for ensuring that) any of the Information provided to you as part of the CPP is correct, accurate or complete.

Problems with the Service

If you have any problems viewing your CPP or if you think that anything contained in the CPP may be incorrect, please contact our customer services department immediately. Where you believe that the information contained in the RAC Car History Check is incorrect, our customer service team will put you in contact with Experian who will deal with your complaint in relation to the Information contained in the RAC Car History Check. Where there is an issue with the Information provided in the RAC Car History Check, you may be able to claim under the data guarantee provided by Experian (subject to the terms and conditions in Part B). We will put you in contact with Experian in order for you to have the opportunity to formally lodge your complaint.

If you have any complaints about the service that we provide, please contact our customer services department.

Our Liability to You

The Terms do not exclude or limit our liability (if any) to you for:

- personal injury or death resulting from our negligence;
- fraud; or
- any matter which it would be illegal for us to exclude or to attempt to exclude our liability.

We are only liable to you for losses which you suffer that are caused directly by our breach of the Terms. We are not responsible to you for any other loss you may suffer (including as a result of negligence), including but not limited to any business losses that you may incur, lost data, lost profits or business interruption. We shall not be liable to you for events beyond our reasonable control.

If we are liable to you under the Terms, you agree that our liability is limited to the amount that you paid to us for the CPP.

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. You may have other rights granted by law, and the Terms do not affect these.

Price and Payment

The appropriate fees for the CPP will be on the landing page and will be brought to your attention before you purchase the CPP. You can click on the fee for your chosen product and then you will be required to pay the fee in advance of any search being undertaken.

Prices are subject to change at any time by us posting details of the new prices on the Website. The prices on the Website do not include all taxes, including VAT, which you may have to pay in respect of the CPP.

You must pay for the CPP when you place the order and you can do this by Visa, Visa Debit, Visa Electron, Mastercard Debit, Mastercard Credit, Maestro and International Maestro. If we are unable to accept your order for any reason then we will either not debit your debit or credit card or refund any money we have already debited in respect of that order. You will not receive the CPP until we have received payment in full from you.

Delivery & Cancellation

Due to the nature of the service, and the fact that your search results are delivered to you immediately, we are unable to accept any cancellation from you once you have submitted payment to us.

By accepting these Terms and purchasing the CPP from us, you are confirming that, due to the nature of the service, you acknowledge that you are waiving your right to a cancellation period and you are expressly requesting that we begin the service within the cancellation period which means that you will lose your right to cancel the Contract.

Data Protection

We take the protection of your personal information very seriously so please take a look at our Privacy Policy www.rac.co.uk/legal-information/privacy-policy which applies in full to your Contract with us and explains what we will do with the personal data you provide. In addition to the purpose for processing your personal data as set out in the privacy policy, we will also use the personal data you provide to us:

- (a) to provide you with the CPP;
- (b) to process your payment for the CPP;
- (c) to inform you about similar products or services that we provide, but you may stop receiving these at any time by contacting us;
- (d) to inform Experian if you wish to make a claim under the Data Guarantee; and
- (e) for data modelling purposes, including for creating de-identified data records, which we then share with carefully selected third parties for their own business purposes.

General Terms

You may not transfer, assign or in any way make over to any third party the benefit of the Contract or any part of it.

No third party may use or rely on any information provided to you as part of the CPP. A person who is not a party to the Terms has no right to enforce any term under them.

Neither of us will be liable to the other for any delay in or failure to perform any of our respective obligations under the Contract due to any cause beyond your or our reasonable control.

If any provision of the Contract is held to be invalid or unenforceable in whole or in part, the validity of the other provisions of the Contract and the remainder of the provision in question shall not be affected.

The Contract is governed by the laws of England & Wales. If a dispute arises between us, the Terms shall be subject to the exclusive jurisdiction of the courts of England & Wales.

Part B - RAC Car History Check Terms and Conditions

Last Modified: Version 2 dated 30 July 2015

1. Definitions

References to "we", "us" and "our" in these Terms and Conditions are to Experian Limited (Company Number 653331).

References to "you" or "your" in these Terms and Conditions are to you as a user of the RAC Car History Check Service.

"Our Material" means content, data, and materials (including but not limited to information, reports, reviews, comment and opinion) delivered to you as part of the RAC Car History Check Service (whether on a computer screen, in email or paper format) including website design, text and graphics, and their selection and arrangement, and all software compilations, underlying source code and software and applets.

"RAC" means RAC Motoring Services (registered company number 01424399) whose registered office is RAC House, Brockhurst Crescent, Walsall, WS5 4AW.

"RAC Car History Check Service" means our used car information service to provide consumers with vehicle history information which forms one element of the RAC Car Passport service that is available on the Website. A list of the data included in the RAC Car History Check Service is set out in Appendix A. This service automatically includes the data guarantee described in clause 10.

"Terms and Conditions" means the terms and conditions set out here in Part B.

"Website" means a website operated by the RAC at www.rac.co.uk/buying-a-car/car-passport through which we provide the RAC Car History Check Service and any replacement websites used by the RAC from time to time.

"Your Data" means information and data you have provided to us or the RAC in connection with the RAC Car History Check Service, which may from time to time include Personal Data as defined by the Data Protection Act 1998 (as amended).

2. About us

2.1 We are Experian Limited, a company registered in England and Wales at Companies House with company number 00653331. Our registered office is at The Sir John Peace Building, Experian Way, NG2 Business Park, Nottingham NG80 1ZZ, United Kingdom. Our VAT registration number is GB 887 1335 93.

2.3 We are members of the Experian group of companies - for further information see www.experiangroup.com.

3. Important information about these Terms and Conditions

3.1 These Terms and Conditions relate to your use of the RAC Car History Check Service.

3.2 We intend to rely on these Terms and Conditions and it is our intention that you will be legally bound by them when you use the RAC Car History Check Service. For your own benefit and protection you should read these Terms and Conditions carefully before using the RAC Car History Check Service. IN PARTICULAR YOUR ATTENTION IS DRAWN TO THE SECTIONS ON "OUR LIABILITY TO YOU" (Clause 8) AND OUR "WARRANTIES AND DISCLAIMERS" (Clause 7). If you do not understand any point or wish

to make a complaint you should contact RAC's customer service department (contact information at Part A) in the first instance, who will put you through to the relevant team at Experian who will deal with your complaint.

3.3 We advise you to print these Terms and Conditions and keep a copy for your future reference.

3.4 You may have other consumer rights granted by law and these Terms and Conditions do not affect such rights.

4. Our Services

4.1 When you request an RAC Car History Check Service a binding legal contract is formed between us and you when we provide the RAC Car History Check search information.

4.2 The RAC Car History Check Service is provided only for your personal non-commercial use. Resale of the RAC Car History Check Service is not permitted. No other person has permission to use or rely on any information provided to you by an RAC Car History Check search.

4.3 In order to conduct an RAC Car History 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 Jersey, Guernsey or the Isle of Man.

4.4 The RAC Car History Check Service does not provide information 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 (e) whether any vehicle was originally purchased and/or imported from another European Union country other than the UK. You will need to make your own investigations if you require information on any of these aspects of any vehicle(s) you own or intend to purchase.

4.5 Please see the Step By Step Guide on the Website for further information about using the RAC Car History Check Service.

5. Use of Our Material

5.1 You are permitted to access and make personal non-commercial use of Our Material for lawful purposes only and in a manner that does not infringe our intellectual property rights or those of third parties. Any access or use other than that which is personal non-commercial must be expressly agreed by us in writing and in advance.

5.2 You are responsible for ensuring that Your Data submitted to the Website is true and accurate and free from viruses and other harmful code.

5.3 All information delivered to you in the course of the Services and all intellectual property rights, including copyright, in Our Material belong to us or our licensors.

5.4 None of Our Material may be reproduced or redistributed without our prior written permission, except that you may download or print a single copy for your own personal non-commercial use.

5.5 Product names, trade marks or service names or marks or company names mentioned on the Website and in connection with the Services are the trademarks, service marks, or business names of their respective owners. The word "EXPERIAN" and certain other words and graphical devices in respect of particular Services are trade marks of Experian Limited and/or its associated companies and may be registered in the EU, USA and other countries.

6. Privacy of Your Data

6.1 We take your privacy very seriously and we comply with the relevant provisions of UK data protection legislation. We will use any information given to us by you or collected by us during your use of the Website and Services only in accordance with our applicable Privacy Policy.

6.2 Please be aware that we may record telephone calls you make to our call centres for training, audit and quality purposes.

7. Warranties and Disclaimers

7.1 We will endeavour to provide the RAC Car History Check Service with reasonable care and skill and to ensure that the RAC Car History Check Service is substantially as described on the Website and in these Terms and Conditions.

7.2 We do not own or operate the Website through which the RAC Car History Check Services are provided so we make no guarantee whatsoever as to the availability or functionality of the Website or of the RAC Car History Check Services to the extent affected by the availability or functionality of the Website.

7.3 We take steps to ensure that Our Material is free from computer viruses and other harmful computer programs. However, we cannot guarantee this due to the nature of the Internet. You are advised to use appropriate firewall and anti-virus software to protect your computer and data.

7.4 We use reasonable skill and care in the sourcing and supply of the information which is made available to you on or in connection with the RAC Car History Check Service. However, in the case of information we obtain from third party sources (including the details supplied by you), we cannot guarantee that any of that information is correct, accurate, complete, error free or up-to-date. However, the RAC Car History Check Service does provide you with a data guarantee in respect of certain financial losses, the terms of which are set out in Clause 10 below.

7.5 Nothing provided by us on or in connection with the RAC Car History Check Service is, or shall be deemed to constitute financial, legal or other advice. The information we provide is not intended to be relied on by you in making (or refraining from making) any specific decision or to replace independent professional advice. Any and all information provided by us on or in connection the Website is for general information purposes only.

7.6 Except for the commitments we expressly make in these Terms and Conditions and any additional commitments arising out of your consumer rights granted by law, we do not make any other commitments or warranties about the Website or the RAC Car History Check Service.

8. Our liability to you

8.1 For further information about your legal rights and how they may be affected by these Terms and Conditions including this section on our liability to you, we advise you to contact your local trading standards office or Citizens Advice Bureau. Nothing in these Terms and Conditions will affect these legal rights.

8.2 If we fail to comply with these Terms and Conditions, we are responsible for loss or damage that you suffer that is a foreseeable result or consequence of our breach of these Terms and Conditions or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of our breach or if they were contemplated by you and us at the time we entered into these Terms and Conditions.

8.3 Except as otherwise stated in clause 8.4, apart from any entitlement you may have to compensation under the data guarantee in accordance with Clause 10, our aggregate liability to you arising out of or in connection with the RAC Car History Check Service provided on or in connection with the Website shall not exceed £100. SEE CLAUSE 10 FOR FURTHER INFORMATION ON THE DATA GUARANTEE.

8.4 Nothing in these Terms and Conditions excludes or limits our liability to you in any way in respect of:

(a) death or personal injury caused by our negligence, or the negligence of our employees, agents of subcontractors;

(b) our fraud or fraudulent misrepresentation;

(c) any terms implied under the Supply of Goods and Services Act 1982; or

(d) any other matter which it would be illegal for us to exclude or limit or to attempt to exclude or limit our liability.

8.5 Except as set out in clause 8.4, we will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms and Conditions that is caused by an event outside of our reasonable control, including, without limitation, strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks.

8.6 We are not responsible for the following:

(a) for any damage caused to any hardware or software used to access, use or download the RAC Car History Check Services, unless we have been negligent;

(b) for losses you suffer under any contract you have with a third party through which your access to the RAC Car History Check Services and/ or any Website is arranged or paid for.

(c) for your use or the operation of the Website itself, and this shall remain the responsibility of RAC.

8.7 We only supply the RAC Car History Check Services for domestic and private use. You agree not to use the RAC Car History Check Services for any commercial, business or re-sale purpose, and we have no liability to you for any business losses or other indirect losses which happen as a side effect of the main loss or damage that you may incur, including, without limitation:

(a) lost business data;

(b) lost profits or contracts;

(c) lost earnings, income or revenue;

(d) business interruption or reduction in the value of an asset;

(e) loss of anticipated savings.

8.7 If any problems arise with your use of the RAC Car History Check Services, or you wish to make a complaint about the RAC Car History Check Service please contact RAC in the first instance as soon as possible using the contact details in Part A.

9. Ending the Services

9.1 You are free to stop using the RAC Car History Check Service at any time.

9.2 Please note, because you agree before placing your order for the RAC Car History Check Service that we can begin to set up and provide the Services immediately following your request, you do not have a statutory right to cancel the Services. However if, after you have placed your order, you no longer want the RAC Car History Check Service, you are under no obligation to use the RAC Car History Check search information provided or even to review it.

9.3 We may terminate or suspend your access to the RAC Car History Check Service without notifying you if:

- in our view there has been a serious failure by you to comply with your responsibilities in these Terms and Conditions (for example misuse of Our Materials or for fraud), or
- RAC or another party on RAC's behalf has asked to do so.

If we do so, we may delete our records of your registration details and Your Data without liability to you.

10. Data Guarantee

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

10.1 How to register the Data Guarantee

Each time you purchase the RAC Car History Check Service, you shall be entitled to register one vehicle for the Data Guarantee.

Provided that you register your chosen vehicle (and subject always to the Data Guarantee terms and conditions set out in this Clause 10), if you believe or discover that specific information or data provided to you as part of any RAC Car History Check is incorrect, inaccurate or incomplete, then you may be entitled to make a claim under the Data Guarantee. Please see the Data Guarantee terms and conditions below for further details.

10.2 Your Duty of Disclosure

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

10.3 Scope of Data Guarantee

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

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

10.4 Protection provided by the Data Guarantee

The "Losses" which the Data Guarantee provides coverage against are certain financial losses arising from issues in the information provided to you in the RAC Car History Check as set out below:

| Issue with Information | Description of Loss | Limit of Protection |
|--|---|--|
| Missing or incomplete financial information in respect of the vehicle | If you fail to obtain good title to the vehicle as a result of missing or incomplete financial data you are protected against losses up to the market value of the vehicle at the time you make the claim under the Data Guarantee. We will make payments to the lender of any outstanding finance on the vehicle (up to the Limit of Protection) in order that you can obtain good title to the vehicle. | £30,000 |
| Missing or incomplete Category A or B insurance loss markers indicating a total insurance loss | The purchase price you paid for the vehicle less any scrap value you have received for the vehicle up to the market value at the time of the claim under the Data Guarantee. | £30,000 |
| Missing marker indicating that the vehicle has been reported as stolen | The purchase price you paid for the vehicle up to the market value of the vehicle when the claim is made under the Data Guarantee. | £30,000 |
| Inaccurate or incomplete Category C or D, or any other insurance loss markers excluding Categories A and B | <p>Either:</p> <p>where you retain ownership of the vehicle, the reduction in the market value of the vehicle;</p> <p>or</p> <p>where you have sold the vehicle, the market value of an identical vehicle without the insurance loss marker which was omitted from the RAC Car History Check less the price you received for the vehicle.</p> <p>In each of the above cases, the market value of the vehicle is the market value at the time of the claim under the Data Guarantee.</p> | The lower of 50% of the market value of the vehicle or £15,000 |
| Missing or incomplete marker showing the vehicle as imported or exported | The reduction in the market value of the vehicle calculated on the day that the claim is made under the Data Guarantee. | The lower of 10% of the market value of the vehicle or £3,000 |
| Details of the registered keeper as recorded by the Driver and Vehicle Licensing | You do not need to suffer an actual financial loss in these circumstances. We will pay you the amount indicated in the event that such a data issue arises in the RAC Car History Check. | £250 |

| Issue with Information | Description of Loss | Limit of Protection |
|--|--|---------------------|
| Agency ("DVLA") missing | | |
| The colour of the vehicle shown in the RAC Car History Check is different to the colour recorded by the DVLA | You do not need to suffer an actual financial loss in these circumstances. We will pay you the amount indicated in the event that such a data issue arises in the Information. | £50 |
| The mileage of the vehicle shown in the RAC Car History Check is different to a previous higher reading recorded in any other mileage database | You do not need to suffer an actual financial loss in these circumstances. We will pay you the amount indicated in the event that such a data issue arises | £250 |

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

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

10.5 Conditions of the Data Guarantee

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

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

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

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

For the avoidance of doubt, you are expected to take into account the information provided in the RAC Car History Check in acting as a reasonably prudent purchaser.

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

- You must be aged 17 years or older.
- You must have purchased both the RAC Car History Check for the vehicle **and** the vehicle itself.
- The RAC Car History Check must be carried out before you purchase the vehicle.
- If the vehicle is more than 3 years old, the vehicle must be purchased with a valid MOT certificate.
- If the vehicle has been purchased from a private individual, it must be purchased from the person named as the "registered keeper" on the vehicle registration certificate (V5C).
- You must inspect the vehicle registration certificate (V5C) before you purchase the vehicle to confirm that you are purchasing the vehicle from the registered keeper.
- The vehicle must be purchased inside the United Kingdom.
- You must provide us with correct and complete information about the vehicle when you request the RAC car History Check.
- The vehicle identification number (VIN) must correspond with the vehicle registration mark (VRM) held by the DVLA in respect of that vehicle identification number (VIN).
- We have a right to inspect the vehicle once you have made a claim. If we choose to exercise this right, you must allow us to carry out this inspection.
- You must provide us with evidence of any Losses, such as receipts, and any other documentation that we might reasonably require to assess your claim.

10.6 Exclusions from the Data Guarantee

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

- The vehicle has a false vehicle registration mark (VRM) or vehicle identification number (VIN).
- The Loss, whether arising from the loss, destruction of or damage to the vehicle, occurs after the date of the RAC Car History Check.
- The Loss represents lost profit or revenue for your business.
- The Data Guarantee does not provide protection for cash payments which exceed £1000 or 10% of the purchase price of the vehicle (whichever is the lower).
- You have paid an unreasonable purchase price for the vehicle. An unreasonable price to be a price which is less than 70% of the market value of the vehicle determined in reference to the retail value published in Glass's Guide and adjusted for mileage.

- Losses arising for vehicles other than cars, motorcycles or light commercial vehicles weighing up to 3.5 tonnes.
- Losses resulting from the vehicle not being registered with the DVLA in the United Kingdom or which bears a vehicle registration mark (VRM) with the prefix or suffix "Q" or losses in respect of vehicles registered in Jersey, Guernsey or the Isle of Man.
- Losses arising from any incident prior to the vehicle first being registered with the DVLA.
- Losses not included in the table above under the heading "Protection provided by the Data Guarantee" including financial losses.
- You have proceeded to purchase the vehicle despite the details provided by the seller not matching the information provided in the RAC Car History Check.
- You had prior knowledge of the circumstances giving rise to the claim.
- You have failed to act as a reasonably prudent purchaser as set out at Conditions of the Data Guarantee above.
- You have ignored any information in the RAC Car History Check Service which would have put a reasonably prudent purchaser on notice that the vehicle should not be purchased.
- You knowingly make a false or fraudulent claim under the Data Guarantee.

10.7 Duration of Protection Provided by the Data Guarantee

The Data Guarantee will provide protection against the Losses for up to 2 years following the date of the RAC Car History Check.

10.8 Making a Claim

If you wish to make a claim, you need to contact the RAC in the first instance using the contact details in Part A.

11. Changes to these Terms and Conditions

11.1 Sometimes, because of changes to the RAC Car History Check Service, changes in the law or our arrangements with third parties, we may have to make changes to these Terms and Conditions. You can tell when changes have been made by checking the version and date on which they were last modified indicated at the start of Part B of these Terms and Conditions.

11.2 We will not notify you individually of any changes in these Terms and Conditions. It is therefore important that you check these Terms and Conditions regularly and in particular on each occasion when you request the RAC Car History Check Service.

12. Other important information

12.1 These Terms and Conditions are a contract between you and us and form the entire agreement between us. No-one except us and you has any right to enforce these Terms and Conditions by virtue of the Contracts (Rights of Third Parties) Act 1999.

12.2 You may not transfer any or all of the rights granted to you under these Terms and Conditions to any other person.

12.3 We may in our discretion discontinue or modify the RAC Car History Check Services at any time. We will try to ensure that any such discontinuation or modification does not materially adversely affect the nature of the RAC Car History Check Services provided to you.

12.4 All communications between us will be conducted in the English language.

12.5 Any notices we send to you will be sent to the most recent e-mail address or postal address provided to us by you or on your behalf by a third party.

12.6 English law applies to these Terms and Conditions. If any disputes arise between you and us in relation to these Terms and Conditions and you want to take court proceedings, you must do so in the English courts unless you reside in Scotland, Wales or Northern Ireland, in which case you may do so in the courts of the country in which you reside.

Appendix A (this relates to the definition of “RAC Car History Check”)

Information included within the RAC Car History Check:

Make

Model

Transmission

Fuel Type

Body Type

Colour

Engine Number

Number of Gears

First Registered Date

CO2 emissions (rating)

Engine Capacity

Year of Manufacture

Road Tax cost (12 months)

Stolen Status

High Risk Status

Finance Status

Write Off Status

Plate Change Status

Colour Change Status

Previous Keeper Change Status

Mileage Status

Environmental Report Details

CO2 emissions (g/km)

Import Status

Export Status

Vehicle Identification Number Confirmation