

## **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 three separate parts to the Terms and Conditions of Use:

Part A - RAC's terms and conditions in relation to the CPP;

Part B – Experian's terms and conditions in relation to the use of the Experian Data provided by Experian as part of the CPP; and

Part C – Pinnacle Insurance Plc's Insurance Terms and Conditions.

### **Part A**

These Terms and Conditions of use ("the Terms") relate to your use of the Car Passport Product service ("CPP") which is available to you at [www.rac.co.uk/buying-a-car/car-passport](http://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](mailto: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](http://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:

- a. reproduce, modify or distribute the Information;
- b. create a database from the Information; and/or
- c. otherwise commercially exploit the Information; and/or
- d. 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 the Insurer the vehicle to which the CPP relates. You will then be able to receive the benefit of the insurance in respect of the CPP you received, subject to the Insurance Terms and Conditions which are at Part C of the terms and conditions.

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 CPP 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 CPP you purchased. Where there is an issue with the Information provided, you may be able to claim under the insurance you have with Pinnacle Insurance plc and 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](http://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 and the Insurer if you claim on the Insurance; 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.

### *The Insurance*

The CPP insurance is provided to you as part of the CPP and is underwritten by Pinnacle Insurance plc ("the Insurer").

Each time you pay for a CPP you are entitled to register one vehicle to which the CPP relates with the Insurer. There are no additional costs to you for doing this. Provided that you register your chosen vehicle (and subject always to the Insurance Terms and Conditions), you will be entitled to receive the benefit of the CPP insurance in respect of the CPP search conducted in respect of that vehicle.

If you believe or discover that specific Information or data provided to you as part of the CPP is incorrect, inaccurate or incomplete, then you may be entitled to claim under the insurance.

We shall not provide you with (and you will not receive) any advice or recommendation from us in relation to the CPP insurance or any other insurance product. It is therefore very important that you read the Insurance Terms and Conditions before using the Website and purchasing a CPP, and these are at Part C of the terms and conditions.

### *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 with RAC Car History Check Insurance**

## **Terms and Conditions**

### **Last Modified**

Version: 1

Dated: 1<sup>st</sup> December 2014

### **Contents list**

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### **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 Services.

"**FCA**" means the financial services regulatory body known as The Financial Conduct Authority of 25 The North Colonnade, Canary Wharf, London, E14 5HS. The FCA can be contacted at [www.fca.org.uk](http://www.fca.org.uk).

"**FSMA**" means the Financial Services and Markets Act 2000, as amended from time to time, including any conduct of business rules developed by the FCA pursuant such legislation.

"**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 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 4AWL. This company is authorised and regulated by the Financial Conduct Authority to carry out regulated activities including arranging contract of insurance. This company's Financial Conduct Authority Register Number is 310208.

“**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. This service automatically includes the data insurance described in clause 10.

“**Services**” means the RAC Car History Check Service.

“**Terms and Conditions**” means the terms and conditions set out here.

“**Website**” means a website operated by the RAC at [www.rac.co.uk/buying-a-car/car-passport](http://www.rac.co.uk/buying-a-car/car-passport) through which we provide the Services 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 Services, 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 Landmark House, Experian Way, NG2 Business Park, Nottingham NG80 1ZZ, United Kingdom. Our VAT registration number is GB 887 1335 93.

2.2 Experian Limited is an appointed representative of Motorfile Limited (registered number 03009493), whose registered office is at Landmark House, Experian Way, NG2 Business Park, Nottingham NG80 1ZZ, which is authorised and regulated by the Financial Conduct Authority to carry out the regulated activities of advising, arranging, dealing as agent and assisting in the management and administration of contracts of insurance. Motorfile Limited's Financial Conduct Authority Register Number is 313967.

2.3 We and Motorfile Limited are members of the Experian group of companies - for further information see [www.experiangroup.com](http://www.experiangroup.com).

## **3. Important information about these Terms and Conditions**

3.1 These Terms and Conditions relate to your use of the Services.

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 our Services. For your own benefit and protection you

should read these Terms and Conditions carefully before using the Services. **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 a Service a binding legal contract is formed between us and you when we provide the RAC Car History Check search information.

4.2 The Services are provided only for your personal non-commercial use. Resale of the Services 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 Channel Islands 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 Services.

## **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 Services with reasonable care and skill and to ensure that the Services are 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 Services are provided so we make no guarantee whatsoever as to the availability or functionality of the Website or of the 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 Services. 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.

7.5 Nothing provided by us on or in connection with the Services (including but not limited to our email alerts) 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 Services.

## **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 Citizens Advice Bureau. Nothing in these Terms and Conditions will affect these legal rights.** If any problems arise with your use of the Services please RAC in the first instance as soon as possible.

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, our aggregate liability to you arising out of or in connection with the Services provided on or in connection with the Website shall not exceed £100. SEE CLAUSE 10 FOR FURTHER INFORMATION ON THE RAC CAR HISTORY CHECK INSURANCE.

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;
- (d) any other matter which it would be illegal for us to exclude or limit or to attempt to exclude or limit our liability; or
- (e) our duties or liability under the FSMA.

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, of 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 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 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 Services for domestic and private use. You agree not to use the 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.

## **9. Ending the Services**

9.1 You are free to stop using the Services at any time.

9.2 Please note, because you agree before placing your order for the Services 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 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 Services and any future Services available via the Website without notifying you if:

1. 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
2. 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. RAC Car History Check Insurance**

RAC Car History Check Insurance is designed to help protect you in the event that RAC Car History Check search information may be inaccurate or incomplete at the date and time the RAC Car History Check is performed by you on a particular vehicle and you go on to purchase that vehicle (the "**RAC Car History Check Insurance**"). RAC Car History Check Insurance is part of your RAC Car History Check Service without any additional registration requirements.

Below is a summary of some important details about the RAC Car History Check Insurance. For full information about RAC Car History Check Insurance you should read the terms and conditions of the policy (including the limits and exclusions) which can be found at Part C.

### **10.1 Who else is involved with us in providing the RAC Car History Check Insurance?**

RAC Car History Check Insurance is underwritten by Pinnacle Insurance plc ("**the Insurer**"), whose registered office is at Pinnacle House, A1 Barnet Way, Borehamwood, Hertfordshire

WD6 2XX, and is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority. Experian acts for and on behalf of the Insurer as an insurance intermediary dealing in and arranging the contract of insurance and handling claims in respect of the RAC Car History Check Insurance.

RAC also acts for and on behalf of the Insurer in arranging the contract of insurance in respect of the RAC Car History Check Insurance.

## **10.2 Your duty of disclosure**

When applying for RAC Car History Check Insurance you must answer all of our questions honestly and carefully. Failure to do so may lead to your RAC Car History Check Insurance being invalidated or a claim being rejected or not fully paid.

## **10.3 How does RAC Car History Check Insurance work?**

The Service includes the RAC Car History Check Insurance without any additional registration requirements.

The RAC Car History Check Insurance is available to cover a period of two years from the date of the relevant search.

For full details, please see the RAC Car History Check Insurance policy terms and conditions (including the limits and exclusions) and the further information at Part C.

## **10.4 RAC Car History Check Insurance is not vehicle insurance**

Please be aware that RAC Car History Check Insurance only provides cover in relation to the specific data provided to you as part of the results of an RAC Car History Check search.

Neither we nor the Insurer provide motor insurance in relation to any vehicle, its use and/or any driver as part of the RAC Car History Check Services or the RAC Car History Check Insurance. You will need to make your own arrangements for motor insurance and to ensure that it is safe and legal for you to drive any vehicle you purchase.

## **10.5 What will you have to pay for RAC Car History Check Insurance?**

There is no cost to you for the RAC Car History Check Insurance as the premium is paid on your behalf by us.

Please note that prior to the premium for the RAC Car History Check Insurance being forward to the Insurer, for your protection we hold the premium as an agent of the Insurer so that your RAC Car History Check Insurance policy is treated as being paid for. We reserve the right to retain any interest earned on such premiums held.

## **10.6 Are you eligible for RAC Car History Check Insurance?**

In order to be eligible for RAC Car History Check Insurance you must:

- have obtained an RAC Car History Check search as part of the Services (as explained above); and
- be aged 18 or over.

### **10.7 What is the minimum duration of the RAC Car History Check Insurance?**

There is no minimum duration for the RAC Car History Check Insurance.

### **10.8 Your right to cancel the RAC Car History Check Insurance**

You may cancel your RAC Car History Check Insurance within the first 14 days but no refund is payable.

### **10.9 How to exercise your right to cancel the RAC Car History Check Insurance**

Please see the RAC Car History Check Insurance policy at Part C which describes how you can cancel.

### **10.10 How to make a claim under the RAC Car History Check Insurance**

If you believe or discover that specific data about the relevant vehicle supplied as part of any RAC Car History Check search result is incorrect, inaccurate or incomplete, then you may be entitled to make a claim under the RAC Car History Check Insurance.

For information on how to make a claim, please see the RAC Car History Check Insurance policy terms and conditions (including the limits and exclusions at Part C)

### **10.11 What is the Law applicable to the RAC Car History Check Insurance?**

The law applicable to the RAC Car History Check Insurance contract is English law and the language of the RAC Car History Check Insurance contract and of any communication about the insurance will be English.

### **10.12 What to do if you have a complaint about the RAC Car History Check Insurance**

Please refer to the RAC Car History Check Insurance policy terms and conditions at Part C for details of what to do if you have a complaint.

## **11. Changes to these Terms and Conditions**

**11.1** Sometimes, because of changes to the Services, 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 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 Services.

## **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 Services at any time. We will try to ensure that any such discontinuation or modification does not materially adversely affect the nature of the 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.

### **Part C**

<b>underwritten by</b>	:	<b>pinnacle insurance plc</b> Pinnacle House A1 Barnet Way Borehamwood
Head and Registered Office	:	Hertfordshire WD6 2XX United Kingdom
Company Registered Number	:	1007798
Policy Number	:	02561
Date of Policy	:	1st December 2014

### **RAC Car History Check Insurance Policy Document**

This policy will provide **you** with everything **you** need to know about **your RAC Car History Check** insurance, so it's important that **you** read **your** policy carefully and keep it in a safe place. This policy is subject to the terms and conditions set out below.

#### **Your eligibility criteria**

**You** will be eligible for **RAC Car History Check** insurance provided **you**:

- are aged at least 18 years; and
- have requested an **RAC Car History Check** for the **insured vehicle**.

#### **Eligibility criteria for the insured vehicle**

The **insured vehicle** can only be a car, motorcycle or light commercial vehicle up to 3.5 tonnes identified in the **RAC Car History Check** which has been purchased in the **United**

**Kingdom** after the **start date**.

## 1. Definitions

This policy uses words and phrases that have specific meanings. The following defined words are shown in “**bold**” wherever they appear throughout this policy:

“**Experian**” means Experian Limited, whose registered address is Landmark House, Experian Way, NG2 Business Park, Nottingham NG80 1ZZ. **Experian** is the administration provider for general policy enquiries, for claims under the policy and cancellations of the policy on **our** behalf;

“**export**” means that the DVLA or DVA records show that the **insured vehicle** has been exported outside of the **United Kingdom** (including to another European Union country);

“**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 DVA;

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

“**insured vehicle**” means the car, motorcycle or light commercial vehicle up to 3.5 tonnes identified in the **RAC Car History Check** which has been purchased in the **United Kingdom** after the **start 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**;

“**RAC Car History Check**” means the vehicle check service provided by **Experian** either directly to **you** or through a third party service to **you** which gives vehicle status information in respect of the **insured vehicle**. See Appendix A for a complete list of the information provided;

“**reasonably prudent purchaser**” means a purchaser who is deemed to be put on notice that the genuineness of the vehicle may not be as portrayed by the vendor and must take precautions to avoid losses when purchasing the vehicle by carefully checking that all information supplied by the seller during the purchase is correct. For essential checks **you** must carry out, please see Section 3.2;

“**start date**” means in respect of each **insured vehicle**, when the **RAC Car History Check** is performed by **the beneficiary**;

“**total loss insurance claim**” means a claim for damage to the **insured vehicle** under a policy of motor insurance which is settled by the motor insurer prior to the **start 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;

“**United Kingdom**” means England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man;

“**we/us/our**” means Pinnacle Insurance plc who is the underwriter of this policy whose registered address is, Pinnacle House, A1 Barnet Way, Borehamwood, Hertfordshire WD6 2XX. Company No. 1007798. Pinnacle Insurance plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority;

“**you/your**” means the individual who is provided with the information disclosed by the **RAC Car History Check** and who has subsequently purchased the **insured vehicle**.

The singular shall include the plural and vice versa. Within this policy, headings in this Section are only included to help **you** and do not form part of the insurance contract.

## **2. Benefits**

2.1. **We** will, except where a specific warning as to the **insured vehicle** has been given in the **RAC Car History Check**, cover **you** for:

2.1.1. **your** actual financial loss within the **insured period** arising solely and directly from the **RAC Car History Check** being inaccurate or incomplete at the **start date** namely:

2.1.1.1. additional payments being made by **you** with **our** agreement to secure full title to the **insured vehicle**, by **you** settling outstanding loans or other finance secured against the **insured vehicle** by previous owners; or

2.1.1.2. a decrease in the **market value** of the **insured vehicle**, due solely to **you** purchasing the **insured vehicle** where the **insured vehicle** is a salvaged vehicle following a category A or B **total loss insurance claim** as confirmed by the insurer making that declaration; or

2.1.1.3. the loss of the **insured vehicle** due solely to the **insured vehicle** having been reported stolen to the police prior to the **start date** and **you** failing to obtain good title to the **insured vehicle**, or additional payments being made by **you** with **our** agreement to secure full title to the **insured vehicle**;

the maximum benefit payable under Section 2.1.1 shall be the **market value** of the **insured vehicle** on the date of receipt of a claim by **us**, up to a total maximum of £30,000;

2.1.2. the actual reduction in **market value** of the **insured vehicle** arising within the **insured period** due solely and directly from the **RAC Car History Check**:

2.1.2.1. being, in respect of **total loss insurance claims** (apart from category A or B), inaccurate or incomplete at the **start date**, up to a total maximum of 50% of the purchase price of the **insured vehicle** or £15,000, whichever is the lower; or

2.1.2.2. not recording the **insured vehicle** as an **import** or **export** vehicle, up to a total maximum of 10% of the purchase price of the **insured vehicle** or £3,000, whichever is the lower.

2.2. In addition to the benefits described in Section 2.1 above, **we** will pay **you** the following one-off lump sum payments, (except where a warning specifically limiting the benefits has been given in the **RAC Car History Check**):

2.2.1. £250 - where the number of previous registered keepers of the **insured vehicle** recorded in the **RAC Car History Check** does not match the number of previous registered keepers recorded with the DVLA or DVA;

2.2.2. £50 - where the **insured vehicle** has changed colour and this has not been recorded in the **RAC Car History Check**, but has been recorded with the DVLA or DVA; and/or

2.2.3. £50 - where the mileage details for the **insured vehicle** recorded in the **RAC Car History Check** does not include a previous higher mileage reading.

**You** will need to provide evidence (as listed in Section 5.2) to **Experian** when making a claim.

### **3. Exclusions**

3.1. **We** are not liable under this policy for:

3.1.1. any loss, destruction or damage to the **insured vehicle** occurring after the **start date**;

3.1.2. any loss resulting from an **insured vehicle** not being registered with the DVLA in the **United Kingdom** (or DVA in Northern Ireland) or which bears a Vehicle Registration Number with the prefix or suffix letter Q;

3.1.3. any vehicle purchased outside the **United Kingdom**;

3.1.4. any loss resulting from any incident prior to the **insured vehicle's** first registration with the DVLA or DVA;

3.1.5. any loss in respect of an **insured vehicle** being purchased without a valid MOT Test Certificate (where compulsory);

3.1.6. the purchase of a vehicle where the Vehicle Identification Number does not correspond with the Vehicle Registration Number held by the DVLA or DVA for that Vehicle Identification Number;

3.1.7. any loss as the result of the **insured vehicle** bearing false Vehicle Registration Number or Vehicle Identification Numbers (sometimes referred to as "cloned" vehicles);



- 3.1.8. any legal costs or expenses incurred by **you**;
  - 3.1.9. 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;
  - 3.1.10. VAT recoverable by **you**;
  - 3.1.11. any loss suffered if the purchase price of the vehicle is 30% or more below the **market value** and **you** have failed to act as a **reasonably prudent purchaser**; or
  - 3.1.12. any loss suffered where **you** purchase the vehicle despite any details provided by the vendor failing to accord with the **RAC Car History Check**.
- 3.2. **We are not liable under this policy if at the time of the RAC Car History Check you:**
- 3.2.1. had any prior knowledge of the circumstances which give rise to a claim; or
  - 3.2.2. failed to confirm before making the purchase that the Vehicle Identification Number held by **RAC Car History Check** matched the Vehicle Identification Number on the vehicle purchased and the V5C; or
  - 3.2.3. failed to confirm before making the purchase that the Vehicle Identification Number (VIN) displayed on the **insured vehicle** matched the Vehicle Identification Number on the V5C; or
  - 3.2.4. failed to confirm that the Vehicle Registration Number and other details provided as part of the **RAC Car History Check** were compatible with those of the actual vehicle; or
  - 3.2.5. failed to confirm the seller's full name and contact details; or
  - 3.2.6. failed to confirm before making the purchase that the vehicle has a valid receipt; or
  - 3.2.7. ignored any information disclosed in the **RAC Car History Check** which would put a **reasonably prudent purchaser** of the **insured vehicle** on notice that the **insured vehicle** should not be purchased.

#### **4. Conditions**

- 4.1. **You** must be at least 18 years of age to be eligible to qualify for cover under this insurance cover.
- 4.2. **We** shall have the right to inspect the **insured vehicle**.
- 4.3. At the time of claim **you** shall provide to **Experian** at **your** own expense and in writing all details of the claim together with such proof, explanation and other evidence as

may be required by **us** (Please see Sections 5.2 and 5.3).

4.4. All benefit under this insurance is forfeited if any claim made by **you** is knowingly false or fraudulent.

4.5. Where **we** make a payment to **you** under this policy for something which a third party is responsible for, **we** may at **our** expense take steps against that third party in **your** name, to obtain reimbursement or compensation from that third party. **You** will at **our** request and at **our** expense help **us** in the conduct of those proceedings including any court proceedings by giving **us** any information **we** require and by carrying out any other act **we** request which will help **us** to recover these payments from the third party.

4.6. **You** shall act as a **reasonably prudent purchaser** and take all precautions to avoid losses which are or may be recoverable under this insurance.

4.7. If the **insured vehicle** is being bought privately (i.e. not from a motor dealer) then **you** must purchase the **insured vehicle** from the keeper stated on the V5C registration document and obtain a valid receipt. In all cases **you** must verify the identity of the seller by checking their photo licence and checking the name and address details on their driving licence against those recorded on the vehicle registration document (V5C).

## 5. Claims

5.1. In the event of any occurrence giving rise or likely to give rise to a claim under this policy **you** must at **your** own expense and without delay:

5.1.1. request a claim form from Experian Claims Department, Landmark House, Experian Way, NG2 Business Park, Nottingham NG80 1ZZ Telephone: 0870 333 8030; and

5.1.2. send the fully completed claim form to **Experian** at the above address as soon as possible but no later than 30 days of the date of loss.

5.2. To be able to process **your** claim quickly **Experian** will always request a fully completed claim form along with supporting documentation listed below:

5.2.1. MOT certificate (if the **insured vehicle** is over three years old);

5.2.2. Vehicle Registration Document (V5C);

5.2.3. Certificate of Insurance and a copy of **your** motor insurance schedule;

5.2.4. proof of purchase - copies of the original sales invoice/receipt relating to the **insured vehicle**; and

5.2.5. copy of the **RAC Car History Check** relating to the **insured vehicle**.

5.3. In addition to the documents listed in Section 5.2, if it becomes necessary during the course of processing **your** claim, **Experian** may ask **you** for:

5.3.1 proof of refund or compensation relating to the **insured vehicle**; and/ or

5.3.2 proof that **you** have settled any outstanding finance relating to the **insured vehicle**.

If any documents requested in Sections 5.1, 5.2 and 5.3 are not received promptly **Experian's** claims assessment process will be delayed which may prevent **your** claim from being paid.

If the name of any document changes e.g. "MOT certificate" or "Vehicle Registration Document (V5)", **Experian** will require **you** to send the document which takes its place.

If **you** are unable to supply any of the documents listed in Sections 5.1, 5.2 and 5.3, **Experian** may ask **you** for alternative documents.

5.4. **We** have a regulatory obligation to prevent fraud. In the event of a claim, any information **you** have supplied relevant to this insurance and on the claim form, together with other information relating to the claim may be shared with other insurers in order to prevent fraudulent claims.

5.5. If **we** make any payments as a result of dishonesty or exaggerated behaviour by **you** (or by someone acting on **your** behalf), **you** will not be entitled to any benefits under this policy and **we** may demand that any claims payments made under this policy are paid back to **us**. **We** may take legal action against **you** to return any money owed to **us** and may demand that **you** reimburse **us** for any costs incurred.

## **6. Terms and conditions**

6.1. **We** may vary or waive **your** terms and conditions to:

6.1.1. improve **your** cover;

6.1.2. comply with any applicable laws or regulations; or

6.1.3. correct any typographical or formatting errors that may occur.

6.2. **You** will be given at least 30 days' written notice to **your** last known address of any alteration to the terms and conditions of cover under this policy unless the change is due to legislative or regulatory requirements. If **your** cover is changed due to legislative or regulatory changes which are outside **our** control, then **we** may not be able to give **you** 30 days' notice.

6.3. If **your** terms and conditions are varied or waived and **you** do not wish to continue **your** cover, **you** can cancel as set out in Section 7.

## **7. Your right to cancel**

**You** may cancel this insurance at any time.

For cancellations please contact:

Experian Customer Support Department  
Landmark House  
Experian Way  
NG2 Business Park  
Nottingham  
NG80 1ZZ

Telephone: 0844 481 1123

## **8. Our right to cancel**

8.1. Cover may be cancelled immediately:

8.1.1. where there is evidence of dishonesty or exaggerated behaviour by **you** (or by someone acting on **your** behalf) in relation to the cover provided under this policy;

8.1.2. where necessary to comply with any applicable laws or regulations; or

8.1.3. the **insured vehicle** is not eligible for cover under this policy;

8.2. Any decision **we** take to cancel cover will not be made at an individual level and will not be based on whether **you** have made a claim, except where Section 8.1.1 and 8.1.3 applies.

8.3. Cancellation of **your** policy will not affect **your** entitlement to claim for any event occurring before the date of cancellation, except where Section 8.1.1 and 8.1.3 applies.

## **9. Duration of cover**

This policy will be valid from the **start date** until:

9.1. the expiry of the **insured period**; or

9.2. the date **you** or **we** cancel **your** insurance as set out under the terms of this policy, whichever is the earliest.

## **10. General Conditions**

- 10.1. The contract between **you** and **us** is made up of this policy and any endorsement to this policy.
- 10.2. This policy cannot be assigned or charged in any manner whatsoever.
- 10.3. This policy does not entitle **you** to any monetary sum when it ends.
- 10.4. This policy shall be governed by English law. Any legal proceedings will be held in the courts of England and Wales unless **you** live in Scotland, Northern Ireland, the Channel Islands or the Isle of Man, in which case **you** will be entitled to commence legal proceedings in **your** local courts.
- 10.5. **We** are covered by the Financial Services Compensation Scheme (FSCS). If **we** are unable to meet **our** liabilities to **you**, **you** may be entitled to compensation from the FSCS. Further information is available from their website: [www.fscs.org.uk](http://www.fscs.org.uk)
- 10.6. **You** must respond honestly to any request for information **we** or **Experian** make. In the event that any statement of fact **you** make is untrue or misleading, this may affect the validity of **your** policy, and whether **you** can make a claim.
- 10.7. **We** will use the English language in all documents and communication and **we** may monitor and record some telephone calls to improve the quality of service.

## **11. Enquiries and complaints**

### **Step 1:**

While it is always **our** intention to provide a first class standard of service, if **you** do have any concerns, please in the first instance address them to:

For complaints about the terms and conditions of the policy:

Please contact:

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

Telephone: 0844 543 1172

For policy queries, claims and cancellations:

Please contact:

Experian Customer Support Department  
Landmark House, Experian Way  
NG2 Business Park

Nottingham NG80 1ZZ

Telephone: 0844 481 1123 (policy queries or cancellations)

Telephone: 0870 333 8030 (claims)

**Step 2:**

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

The Financial Ombudsman Service  
Exchange Tower, Harbour Exchange Square  
London E14 9SR

This procedure will not prejudice **your** right to take legal proceedings. However, please note that there are some instances when the Financial Ombudsman Service cannot consider complaints.

A leaflet detailing the full complaints process is available from **us** on request.

RAC Car History Check Insurance is arranged and administered by Experian Ltd (Registered No. 00653331), an appointed representative of Motorfile Ltd (Registered No. 3009493) authorised and regulated by the Financial Conduct Authority and is underwritten by Pinnacle Insurance plc (Registered No. 1007798), authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority.

**Appendix A (this relates to the definition of “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



key

## RAC Car History Check Insurance Policy Summary

This policy summary does not contain the full terms and conditions of the contract, which can be found in the policy document 02561. A printable version of the terms and conditions is available on-line and on request from us.

### **Who is the insurer?**

The insurer of this policy is Pinnacle Insurance plc. Pinnacle Insurance plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Experian Ltd is responsible for arranging and administering your policy. Experian Ltd are an appointed representative of Motorfile Ltd. Motorfile Ltd are authorised and regulated by the Financial Conduct Authority.

### **Type of insurance**

RAC Car History Check insurance will reimburse you in the event that you suffer a financial loss within the insured period arising solely because the RAC Car History Check is inaccurate or incomplete at the start date.

### **Your eligibility criteria**

You will be eligible for RAC Car History Check insurance provided you\*:

- are aged at least 18 years; and

- have requested an RAC Car History Check as part of an RAC Car Passport for the insured vehicle.

\* you / beneficiary means the individual who is provided with the information disclosed by the RAC Car History Check and who has subsequently purchased the insured vehicle.

### **Eligibility criteria for the insured vehicle**

The insured vehicle can only be a car, motorcycle or light commercial vehicle up to 3.5 tonnes identified in the RAC Car History Check insurance which has been purchased in the United Kingdom after the start date.

### **Benefits**

Where you have purchased the insured vehicle, we will cover the financial loss arising from the RAC Car History Check being inaccurate or incomplete at the start date and giving rise to:

#### **1.**

- you making additional payments to secure full title to the insured vehicle in order to settle outstanding loans or finance; or
- a reduction in market value due solely to you purchasing the insured vehicle where the insured vehicle is a salvaged vehicle due to its involvement in a Category A or B total loss; or
- financial loss where it is determined the insured vehicle was stolen prior to the start date of the insurance.

The maximum benefit payable under this Section shall be the market value of the insured vehicle on the date of receipt of a claim by Experian, up to a total maximum of £30,000.

**2.** A reduction in market value due to an inaccurate or incomplete total loss insurance claim. Benefit payable will be up to 50% of the purchase price (apart from category A or B above), or £15,000, whichever is the lower.

**3.** A reduction in market value due to the RAC Car History Check not noting the insured vehicle was an import or export vehicle. Benefit payable will be up to 10% of the purchase price, or £3,000, whichever is the lower.

**4.** In addition to the benefits above, we will pay you the following one-off lump sum payments (except where a warning specifically limiting the benefits has been given in the RAC Car History Check):

- £250 - where the number of previous registered keepers of the insured vehicle recorded in the RAC Car History Check does not match the number of previous registered keepers recorded with the DVLA or DVA;
- £50 - where the colour of the insured vehicle recorded in the RAC Car History Check does not match the colour recorded with the DVLA or DVA; and / or



- £50 - where the mileage details for the insured vehicle recorded in the RAC Car History Check does not include a previous higher mileage reading.

### **Significant exclusions and conditions**

The most significant exclusions of this policy are set out below, but there are other exclusions and conditions that may be significant to you.

- any loss resulting from any incident prior to the insured vehicle's first registration with the DVLA or DVA;
- any loss where an insured vehicle has been purchased without a valid MOT Test Certificate (where compulsory);
- any loss as a result of the insured vehicle bearing false Vehicle Registration Numbers or Vehicle Identification Numbers (sometimes referred to as "cloned" vehicles);
- any legal costs or expenses incurred by you;
- any loss resulting from you failing to act as a reasonably prudent purchaser (please refer to Section 1 - Definitions of the policy document);
- any loss sustained where the insured vehicle has not been purchased from the registered keeper if a private sale; and
- where loss, destruction or damage to the insured vehicle occurs after the start date.

For full details of the exclusions, please refer to Sections 3 and 4 in part C of the Terms and Conditions.

### **Terms and conditions**

We may vary or waive the terms and conditions of this policy. This may be to:

- improve your cover;
- comply with any applicable laws or regulations;

You will be given at least 30 days' written notice of any alteration to the terms and conditions of cover under the policy unless the change is due to legislative or regulatory requirements. If your cover is changed due to legislative or regulatory changes which are outside our control, then we may not be able to give you 30 days' notice.

If we vary or waive the terms and conditions and you do not wish to continue the cover, you can cancel as set out in Section 7 of part C the Terms and Conditions.

### **Our right to cancel**

We may cancel your insurance cover immediately where there is evidence of dishonesty or exaggerated behaviour by you (or by someone acting on your behalf) in relation to the cover provided under this policy.

### **Your right to cancel**

You may cancel this cover at any time.

To cancel, please contact:

Experian Customer Support Department

Landmark House

Experian Way

NG2 Business Park

Nottingham

NG80 1ZZ

Telephone 0844 481 1123

### **Policy duration**

The policy will last for the insured period of 24 months from the start date.

This policy will be valid from the start date until the expiry of the insured period or the date you, we or Experian cancel your insurance as set out under the terms of this policy, whichever is the earliest.

### **How to claim?**

If you wish to make a claim you can obtain a claim form from:

Experian Claims Department

Landmark House

Experian Way

NG2 Business Park

Nottingham

NG80 1ZZ

Telephone 0870 333 8030

## **Enquiries and complaints**

*While it is always the intention to provide a first class standard of service, if you do have any concerns, they should, in the first instance be addressed to:*

For complaints about the terms and conditions of Please contact:

the policy: Customer Relations Manager, Pinnacle Insurance plc

Pinnacle House, A1 Barnet Way, Borehamwood, Hertfordshire WD6 2XX

Telephone: 0844 543 1172

For policy queries, claims or cancellations: Experian Customer Support Department

Landmark House, Experian Way, NG2 Business Park

Nottingham NG80 1ZZ

*Telephone: 0844 481 1123 (policy queries or cancellations)*

*Telephone: 0870 333 8030 (claims)*

*Should you remain dissatisfied with the outcome of any internal enquiries, you may be entitled to complain to the Financial Ombudsman Service.*

## **Customer compensation**

We are covered by the Financial Services Compensation Scheme (FSCS). If we are unable to meet our liabilities to you, you may be entitled to compensation from the FSCS. Further information is available from their website: [www.fscs.org.uk](http://www.fscs.org.uk)

RAC Car History Check Insurance is arranged and administered by Experian Ltd (Registered No. 00653331), an appointed representative of Motorfile Ltd (Registered No. 3009493) authorised and regulated by the Financial Conduct Authority and is underwritten by Pinnacle Insurance plc (Registered No. 1007798), authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority.



# about our insurance services

## Initial Disclosure Document

Experian Ltd

Landmark House, Experian Way, NG2 Business Park,  
Nottingham, Nottinghamshire, NG80 1ZZ

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### 1. The Financial Conduct Authority (FCA)

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The FCA is the independent watchdog that regulates financial services. Use this information to decide if our services are right for you.

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### 2. Whose products do we offer?

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- We offer products from a range of insurers.
  - We only offer products from a limited number of insurers.
  - We only offer a product from a single insurer Pinnacle Insurance Plc for Data Insurance.
- 

### 3. Which service will we provide you with?

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- We will advise and make a recommendation for you after we have assessed your needs.
  - You will not receive advice or a recommendation from us for Data Insurance. We may ask some questions to narrow down the selection of products that we will provide details on. You will then need to make your own choice about how to proceed.
- 

### 4. What will you have to pay us for our services?

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- A fee.
  - No fee for Data Insurance
- 

You will receive a quotation which will tell you about any other fees relating to any particular insurance policy.

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### 5. Who regulates us?

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RAC Car History Check Insurance is provided by Experian Ltd (Registered number 653331), an appointed representative of Motorfile Limited (Registered number: 3009493). Motorfile Ltd is authorised and regulated by the Financial Conduct Authority. Both Experian Ltd and Motorfile Ltd are registered in England and Wales with their registered office at Landmark House, Experian Way, NG2 Business Park, Nottingham, NG80 1ZZ.

Motorfile Limited's permitted business is arranging non-investment insurance contracts.

You can check this on the FCA's Register by visiting the FCA's website [www.fca.gov.uk/register](http://www.fca.gov.uk/register) or by contacting the FCA on 0845 606 1234.

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### 6. What to do if you have a complaint

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If you wish to register a complaint, please contact us:

**In writing:** Write to Complaints Manager, Experian Claims Department, Landmark House, Experian Way, NG2 Business Park, Nottingham NG80 1ZZ

**By phone:** Telephone 0870 333 8030

If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service.

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### 7. Are we covered by the Financial Services Compensation Scheme (FSCS)?

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We are covered by the FSCS. 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.

Insurance arranging is covered for 90% of the claim with no upper limit.

Further information about compensation scheme arrangements is available from the FSCS.

This document is evidence of the terms and conditions of this policy GP 02561, 01/12/2014

<b>Record of Changes</b>	
<b>Version</b>	<b>Effective from</b>
Version 1 - Original Terms	01/12/2014

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