

Vehicle Check & Guarantee Terms and Conditions

Our terms and conditions

Please make sure that you read our terms and conditions carefully, we encourage for your records, to read and print or save a copy of these terms and keep them in a safe place, along with a copy of the information supplied by us relating to a vehicle registration mark (VRM) in response to your enquiry (Vehicle Check).

1. These terms

1.1 What these terms cover. These are the terms and conditions on which we supply the Vehicle Check to you, either by way of text, through applications or through our website at www.mycarcheck.com.

1.2 Why you should read them. Please read these terms carefully before you submit your order to us because you will be bound by these terms once a contract comes into existence. These terms tell you who we are, how we will provide the Vehicle Check to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us on 0330 331 0030 to discuss or email us at customer@mycarcheck.com.

1.3 Are you a business customer or a consumer? In some areas you will have different rights under these terms depending on whether you are a business or consumer.

- You are a consumer if you are an individual and you are buying a Vehicle Check from us wholly or mainly for your personal use.
- You are a business customer if you purchase our Vehicle Check for use in connection with your trade, business, craft or profession, provisions specific only to business customers will be identified where appropriate.

1.4 If you are a business customer this is our entire agreement with you. If you are a business customer these terms constitute the entire agreement between us in relation to your purchase of a Vehicle Check(s). You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of us which is not set out in these terms and that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

1.5 The Schedule forms part of these terms and shall have effect as if set out in full in the body of these terms. Any reference to these terms includes the Schedule.

2. Information about us and how to contact us

- 2.1 Who we are.** We are CDL Vehicle Information Services Limited ("CDL VIS") ("We, Us or Our"). We are registered in Scotland under company number SC264444 and have our registered office at 1 George Square, Castle Brae, Dunfermline, Fife, KY11 8QF. Our main trading address is Strata House, Kings Reach Road, Stockport, SK4 2HD. Our VAT number is 722 1188 33.
- 2.2 To contact us,** please email at customer@mycarcheck.com or telephone our customer service line on 0330 331 0030.
- 2.3 How we may contact you.** If we have to contact you, we will do so by telephone or by writing to you at the email address you provided to us in your registration form in connection with the Vehicle Check.
- 2.4 "Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

3. Our contract with you

- 3.1 How we will accept your order.** When you submit a request for a Vehicle Check to us and make the payment at the current amount and method as described on the website, on the application or by text or via the call centre (as applicable), that constitutes an offer by you to enter into a contract with us for the provision of a Vehicle Check by us, subject to these terms and conditions. Our acceptance of your request for a Vehicle Check will take place when we provide you with the information relating to the Vehicle Check (or if you request a Vehicle Check Bundle, when we provide you with the information relating to the first Vehicle Check you request from your Vehicle Check Bundle), at which point a contract will come into existence between you and us at which point, you will become bound by these terms.
- 3.2 Your reference number.** We will assign a reference number to your order and tell you what it is when we accept your order. It will help us if you can tell us the reference number whenever you contact us about your order.
- 3.3 If we cannot accept your Vehicle Check.** If we are unable to accept your request for a Vehicle Check, we will inform you of this and will not charge you for the Vehicle Check. This might be because of unexpected limits on our resources which we could not reasonably plan for or because we have identified an error in the price or description of the Vehicle Check.
- 3.4 We only sell to the UK and Northern Ireland.** Our website is solely for the promotion of Vehicle Checks in the UK and Northern Ireland (excluding the Isle of Man and the Channel

Islands). Unfortunately, we do not supply Vehicle Checks from addresses outside the UK including the Republic of Ireland.

3.5 You must be over 16. To buy our Vehicle Checks you must be at least 16 years old and reside in the UK or Northern Ireland.

3.6 We provide a guarantee for certain consumers. The guarantee only applies to consumers who purchase a Comprehensive Vehicle Check product by text or via our website. For the avoidance of doubt the guarantee does not apply to business users. Please see the terms and conditions of the guarantee which are set out in the Schedule.

4. Our rights to make changes

4.1 Minor changes to the Vehicle Checks. We may change the Vehicle Checks:

- (a) to reflect changes in relevant laws and regulatory requirements; and/or
- (b) to implement minor technical adjustments and improvements, for example to address a security threat. These changes will not affect your use of the Vehicle Checks.

4.2 More significant changes to the Vehicle Checks and these terms. In addition, we may make changes to these terms and/or the Vehicle Checks, but if we do so we will notify you on the website, on the SMS website or in the applications.

4.3 Updates to digital content. We may update or require you to update digital content, provided that the digital content shall always match the description of it that we provided to you before you bought it.

5. Providing the Vehicle Checks

5.1 When we will provide the Vehicle Checks. We will provide the Vehicle Check as soon as possible after we have received your request for a Vehicle Check and full payment (including by a Vehicle Check Bundle credit) from you relating to the Vehicle Check.

5.2 We are not responsible for delays outside our control. If our supply of the Vehicle Check is delayed by an event outside our control, then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any Vehicle Check you have paid for but not received.

5.3 What will happen if you do not give required information or you provide incorrect information to us. We need certain information from you so that we can supply the Vehicle Check to you, for example, details about the vehicle that you would like us to

check including the Vehicle Registration Mark (or VRM), your personal details so that you can register with us and payment details such as credit card information. Our system will require you to complete this information on the website/on the app/or by text or via our call centre (as applicable). If you do not give us this information or if you give us incomplete or incorrect information, we may end the contract or we will charge you if we have carried out a Vehicle Check based on incorrect information that has been supplied by you, or we may charge you a reasonable sum which will compensate us for any extra work that may be required as a result of incorrect information being supplied by you.

5.4 Reasons we may suspend the supply of Vehicle Checks to you. We may have to suspend the supply of a Vehicle Check to:

- (a) deal with technical problems or make minor technical changes;
- (b) update the Vehicle Check to reflect changes in relevant laws and regulatory requirements;
- (c) make changes to the Vehicle Check as requested by you or notified by us to you.

5.5 Your rights if we suspend the supply of Vehicle Checks. If we have to suspend the Vehicle Check for longer than one week, or if we tell you we are going to suspend it, in each case you may contact us and ask for a refund of any sums you have paid in advance for the Vehicle Check if you have not received the Vehicle Check within one week of you having ordered it. If the Vehicle Check was ordered using a credit from a Vehicle Check Bundle, you will be entitled to elect to either, receive a pro-rata refund of the bundle price in respect of that credit, or to receive a replacement credit for each check ordered and not received within one week. If you ordered a single Vehicle Check our contract will end when we send you a refund.

6. Your rights to end the contract

Your rights to end your contract with us. Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing, when you decide to end the contract and whether you are a consumer or business customer.

6.1 If you are a consumer who has purchased a Vehicle Check Bundle, you have a legal right to change your mind within 14 days to end the contract and receive a refund. However, if you exercise your right to cancel, you agree to pay for any Vehicle Checks that we have already provided, at your request, before you told us about your decision to cancel. If you cancel within the cancellation period but before you have used all your credits, you will be entitled to a refund based on the number of credits that are unused when we receive your cancellation, as set out in the table below.

Unused checks at cancellation	Refund amount if purchased 3-check bundle	Refund amount if purchased 5-check bundle	Refund amount if purchased 20-check bundle
0	No refund	No refund	No refund
1	33% of difference between bundle price and single price	25% of difference between bundle price and single price	5% of difference between bundle price and single price
2	Difference between bundle price and single price	50% of difference between bundle price and single price	10% of difference between bundle price and single price
3	Full price paid	75% of difference between bundle price and single price	15% of difference between bundle price and single price
4	N/A	Difference between bundle price and single price	20% of difference between bundle price and single price
5		Full price paid	25% of difference between bundle price and single price
6 - 18		N/A	%age of difference between bundle price and single price: 6 unused: 30% 7 unused: 35% 8 unused: 40% 9 unused: 45% 10 unused: 50% 11 unused: 55% 12 unused: 60% 13 unused: 65% 14 unused: 70% 15 unused: 75% 16 unused: 80% 17 unused: 85% 18 unused: 90%
19		Difference between bundle price and single price	
20		Full price paid	

- 6.2** The cancellation period ends after 14 days from the day you order and pay for your Vehicle Check Bundle. To exercise your right to cancel, you must tell us of your decision to cancel (e.g. by telephone, e-mail or letter sent by post). You can tell us using the model cancellation form in the Appendix, but we do not insist you do so.
- 6.3** If you are a consumer buying a single Vehicle Check, due to the immediate nature of the Vehicle Check, you have a right to change your mind from the time you request the Vehicle Check to the time prior to receiving the information from us relating to the Vehicle Check. Once you have received the information relating to the Vehicle Check that you have requested, you do not have a right to change your mind and therefore you will not be entitled to receive a refund.
- 6.4** If you have not received the information from us relating to the Vehicle Check the following may apply:
- (a) If you want to end the contract because of something we have done or have told you we are going to do**, see clause 6.5;
 - (b) If you are a consumer and have just changed your mind about the Vehicle Check.** You may be able to get a refund if you have requested the Vehicle Check but have not received the information relating to that Vehicle Check, but this may be subject to deductions, however if you have already received information after performing a Vehicle Check a refund will not be possible, see clause 7;
 - (c) In all other cases (if we are not at fault and you are not a consumer exercising your right to change your mind)**, see clause 7.
- 6.5** **Ending the contract because of something we have done or are going to do.** If you are ending a contract for a reason set out at (a) to (c) below the contract will end immediately and we will refund you in full for any Vehicle Checks which have not been provided and you may also be entitled to compensation. The reasons are:
- (a) there is a risk that supply of the Vehicle Check may be significantly delayed because of events outside our control;
 - (b) we have suspended supply of the Vehicle Checks for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 7 days; or
 - (c) you have a legal right to end the contract because of something we have done wrong.

7. How to end the contract with us (including if you are a consumer who has changed their mind before receiving the information relating to the Vehicle Check)

7.1 Tell us you want to end the contract. To end the contract with us, please let us know by **Phone or email**. Call customer services on 0330 331 0030 or email us at customercare@mycarcheck.com. Please provide your name, home address, details of the order and, where available, your phone number and email address.

7.2 How we will refund you. If you are entitled to a refund under these terms we will refund you the price you paid for the Vehicle Check (if you purchased a Vehicle Check Bundle, this will be calculated as a pro-rata refund of the bundle price based on the number of unused Bundle credits), by the method you used for payment. However, we may make deductions from the price, as described below.

7.3 When your refund will be made. We will make any refunds due to you as soon as possible. If you are a consumer exercising your right to change your mind prior to receiving the information relating to the Vehicle Check, then your refund will be made within 14 days of your telling us you have changed your mind.

8. If there is a problem with the Vehicle Check

How to tell us about problems. If you have any questions or complaints about the Vehicle Check, please contact us. You can telephone our customer service team at 0330 331 0030 or write to us at customercare@mycarcheck.com.

9. Your rights in respect of a defective Vehicle Check if you are a consumer

If you are a consumer we are under a legal duty to supply a Vehicle Check that is in conformity with this contract. Nothing in these terms will affect your legal rights.

10. Price and payment

10.1 Where to find the price for the Vehicle Checks. The price of the Vehicle Check (which includes VAT) will be the price indicated on the call centre/website/text/application (as applicable) when you requested the Vehicle Check. We take all reasonable care to ensure that the price of each of the Vehicle Check products advised to you is correct at the time of purchase. However please see clause 10.2 for what happens if we discover an error in the price of the Vehicle Check you order.

10.2 What happens if we got the price wrong. It is always possible that, despite our best efforts, some of the Vehicle Checks we sell may be incorrectly priced. We will normally check prices before accepting your request so that, where the Vehicle Check's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the Vehicle Check's correct price at your order date is higher than the

price stated to you, you will need to contact us and where possible we will try and rectify your order.

- 10.3 When you must pay and how you must pay.** We accept payment with Paypal, Visa, Switch, Delta, Mastercard and Maestro. You must pay for the Vehicle Check via the call centre/website/application/text (depending on what medium you requested the Vehicle Check) prior to receiving the Vehicle Check information from us.
- 10.4 Our right of set-off if you are a business customer.** If you are a business customer you must pay all amounts due to us under these terms in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 10.5 We can charge interest if you pay late.** If you do not make any payment to us by the due date, we may charge interest to you on the overdue amount at the rate of 4% a year above the base lending rate of the Bank of England from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.
- 11. Our responsibility for loss or damage suffered by you if you are a consumer**
- 11.1 We are not responsible to you for unforeseeable loss.** We are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.
- 11.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation.
- 11.3 When we are liable for damage caused by defective digital content.** If defective digital content which we have supplied damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill we will either repair the damage or pay you compensation. However, we will not be liable for damage which you could have avoided by following our advice to apply an update offered to you free of charge or for damage which was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.
- 11.4 We are not liable for business losses.** If you are a consumer we only supply the Vehicle Check to you for domestic and private use. If you use the Vehicle Check for any

commercial, business or re-sale purpose our liability to you will be limited as set out in clause 12.

12. Our responsibility for loss or damage suffered by you if you are a business

12.1 Nothing in these terms shall limit or exclude our liability for:

- (a) death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the Supply of Goods and Services Act 1982; or
- (d) any matter in respect of which it would be unlawful for us to exclude or restrict liability.

12.2 Subject to clause 12.1:

- (a) we shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with any contract between us; and
- (b) our total liability to you for all other losses arising under or in connection with any contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to 120% of the total sums paid by you for the Vehicle Check under such contract.

13. How we may use your personal information

We will only use your personal information as set out in our Privacy Policy.

14. Other important terms

14.1 We may transfer this agreement to someone else. We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract. If you are unhappy with the transfer you may contact us to end the contract within 7 days of us telling you about it and we will refund you any payments you have made in advance for any Vehicle Checks not provided.

14.2 You need our consent to transfer your rights to someone else. You may only transfer your rights (other than in respect of the guarantee we offer to certain consumers which you are not permitted to transfer) or your obligations under these terms to another person if we agree to this in writing, we may not agree if the Vehicle Check has not been used for your own personal use or if you have not complied with our terms and conditions.

- 14.3 Nobody else has any rights under this contract.** This contract is between you and us. No other person shall have any rights to enforce any of its terms. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.
- 14.4 If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 14.5 Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.
- 14.6 Complaints and Online Dispute Resolution.** If you are a consumer and wish to make a complaint please contact us directly on the details set out in clause 8 and we will endeavour to resolve your complaint internally. You also have the option to register your complaint using the following [\[link\]\(
https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home2.show&lng=EN\)](https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home2.show&lng=EN) for the European Commission Online Dispute Resolution (ODR) platform, although please note that we are not obliged to enter in this process.
- 14.7 Which laws apply to this contract and where you may bring legal proceedings if you are a consumer.** These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts.
- 14.8 Which laws apply to this contract and where you may bring legal proceedings if you are a business.** If you are a business, any dispute or claim arising out of or in connection with a contract between us or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and the courts of England shall have exclusive jurisdiction to settle any such dispute or claim.

The Schedule

Terms and Conditions of the Guarantee for the Text or Comprehensive Vehicle Check

If you have purchased a Vehicle Check by text or have purchased a Comprehensive Vehicle Check we will provide you with a guarantee subject to the terms and conditions set out below (the **Guarantee**).

The Guarantee is personal to you and cannot be transferred and you must have undertaken the Vehicle Check before you bought the vehicle which is the subject of the Vehicle Check (the **Vehicle**). The Vehicle must have been bought in England, Scotland or Wales, from someone who was not acting in the course of business and be in your possession within 10 days of you having undertaken the Vehicle Check.

1. What does the Guarantee cover?

- 1.1 The Vehicle Check is based on information we obtain from third parties and we do not warrant that this information is accurate, true or Comprehensive. The Guarantee therefore provides you with compensation in the event that you suffer a financial loss as a direct result of us failing to provide you with information in the Vehicle Check that is in our possession in respect of vehicles which have been stolen and vehicles which have been recorded by insurers as a Total Loss or Write-off (this means that an insurer has deemed the vehicle to be uneconomic to repair and categorised the vehicle accordingly from A to D and S, N and F inclusive (as such codes may be amended from time to time)) and vehicles which are the subject of finance (where such finance data is in our possession). Our Guarantee is only effective in respect of Vehicle Checks undertaken after the time we receive the information from third parties.
- 1.2 The Guarantee is valid for 12 calendar months from the date of the Vehicle Check or until you sell the Vehicle, whichever occurs first.
- 1.3 The total amounts you can recover under the Guarantee are as follows:
 - 1.3.1 For loss of title as a result of the Vehicle being either reported to us by the police as stolen as at the date and time of the Vehicle Check or being the subject of outstanding Finance as at the date and time of the Vehicle Check and us having failed to pass on such relevant data as is in our possession in connection with the same or this information having failed to reach us due to an error on our part, your compensation will be limited to the lower of:
 - 1.3.1.1 the sum payable to acquire good title;
 - 1.3.1.2 the price you paid for the Vehicle;
 - 1.3.1.3 the market value of the Vehicle at the date of your claim,

provided that such sum shall not exceed £5,000 where a Text Vehicle Check is undertaken or £30,000 where a Comprehensive Vehicle Check is undertaken.

1.3.2 For reduction in market value of the Vehicle being deemed, to our satisfaction, an insurance 'total loss' or 'write-off' as at the date and time of the Vehicle Check and us having failed to pass on such relevant data as is in our possession in connection with the same or this information having failed to reach us due to an error on our part, your compensation will be limited to the lower of:

1.3.2.1 a third of the market value of the Vehicle as at the date of the claim; or

1.3.2.2 a third of the price you paid for the Vehicle,

provided that such sum shall not exceed £3,000.

1.4 In undertaking the Vehicle Check you agree that the extent of your claim will be limited to the loss set out at paragraphs 1.3.1 and 1.3.2 above.

2. What the Guarantee does not cover

2.1 The Guarantee does not cover:

2.1.1 any data out of our control i.e. that has not been, or could not have been, transferred to us;

2.1.2 any data except the stolen and total loss records and finance records held by us in respect of the Vehicle that form part of the Vehicle Check;

2.1.3 any Vehicle Check undertaken on a cloned or ringed car or if the Vehicle bears a false identity;

2.1.4 any Vehicle Check undertaken if it transpires that the Vehicle was stolen other than within mainland UK and/or if the Vehicle was ever registered outside of England, Scotland and Wales;

2.1.5 any data relating to mileage or keepers including the number of keepers or the dates of keeper changes;

2.1.6 any vehicle obtained from, or by, another by deception and/or fraud;

2.1.7 the Vehicle's description, value, documentation, condition or roadworthiness;

2.1.8 any Vehicle Check and/or Vehicle in respect of which there is a discrepancy between the data on the V5C, the Vehicle and the data we supply you;

2.1.9 any Vehicle Check and/or Vehicle in respect of which there is a discrepancy between the Vehicle Registration Mark (**VRM**) and/or Vehicle Information Number (**VIN**) you supply as against the records we hold;

- 2.1.10 any claims in respect of a Vehicle Check which discloses there is an 'at risk', stolen, finance or total loss interest;
- 2.1.11 any Vehicle Check in respect of which there is a discrepancy between any mileage we provide, that displayed on the Vehicle and/or mileage(s) contained within correspondence accompanying the Vehicle i.e. servicing papers or the online MOT history which must have been checked by you before you bought the Vehicle;
- 2.1.12 any event that occurs after the Vehicle Check was undertaken;
- 2.1.13 any claim for loss where you, or anyone acting for you, know that any part of the claim is false or fraudulent. In which case we may cancel the Guarantee and we may also involve the relevant authorities to bring criminal proceedings against you;
- 2.1.14 where the Vehicle was bought by you from a friend, relative, partner or someone known to you;
- 2.1.15 any claim for loss where you fail to co-operate with the reasonable instructions of the police and/or us and/or our agents;
- 2.1.16 any claim for loss where you are unable to provide us with the vendor's full name, address and phone number and/or that results from any untrue, incomplete or inaccurate data you supply us or any error, whether intentional or accidental, on your part;
- 2.1.17 any claim for loss or damage where you are unable to provide us with proof of purchase for a Vehicle for which you paid more than £1000. Proof of purchase will be a bank (or similar) statement displaying a single withdrawal of at least 80% of the purchase price or a cheque/draft payable to the vendor which must be made out to the vendor's name, as opposed to a third party;
- 2.1.18 a Vehicle that has been damaged but was not, at the time of your purchase, recorded as a total loss category on the Motor Insurance Anti-Fraud Theft Register (**MIAFTR**);
- 2.1.19 where the sum you paid for the Vehicle was 33% or more less than the market value;
- 2.1.20 on the day and time of purchase the Vehicle was untaxed and/or was not the subject of an MOT in force on that day and/or was not the subject of an insurance specific to the Vehicle (unless evidence is produced that the Vehicle was subject to a SORN at the day and time of purchase);
- 2.1.21 the VRM starts with a 'Q' and/or the VIN of the Vehicle contains the sequential letters 'VRO';

- 2.1.22 any Vehicle Check in respect of which you have not provided us with a VIN that corresponds with the VIN data we hold before you purchase the Vehicle;
- 2.1.23 any claim arising from an event before the Vehicle was first registered with the Driver and Vehicle Licensing Agency (**DVLA**);
- 2.1.24 any claim arising from the normal delay reasonably associated with the transfer of data from the relevant supplier to us. There is a delay between data being provided to the third-party supplier, their inputting the data onto their data system and this being sent to and recorded by us. We do not guarantee the data contained in Vehicle Checks that occur before we receive the data in the relevant batch transfer (the means by which we receive an electronic transfer of data from a third party). Nor do we guarantee Vehicle Checks that occurred before the insurance company has concluded their involvement in any claim giving rise to a total loss categorisation and/or before the insurance company releases the Vehicle for disposal and places the VRM on MIAFTR. This will be considered an event before the data could be in our possession and therefore excluded from the Guarantee.

3. How you make a claim under the Guarantee

- 3.1 If the Guarantee is effective in accordance with the terms and conditions above, in order to benefit from the Guarantee, you must:
 - 3.1.1 be able to provide a copy of and/or evidence that you checked the serial number from the V5C and received the V5C/2 (the New Keeper Supplement) provided by the vendor and the V5C must not be a 'duplicate';
 - 3.1.2 on the day you purchase the Vehicle, complete in full the purchase receipt form that is attached to the Vehicle Check (or if you undertook the Vehicle Check by text you must register for this via the relevant web page) (**Purchase Receipt**). This Purchase Receipt must be signed by the vendor.
 - 3.1.3 provide the Original Purchase Receipt. Failure to supply the Original Purchase Receipt (save for when it has been seized by the police) will invalidate any claim.
 - 3.1.4 have bought the Vehicle at the home address of the vendor which must be the address appearing upon the V5C and from the person whose name appears upon the V5C;
 - 3.1.5 notify our claims handlers at <https://www.cmaclaims.co.uk/check/> as soon as you become aware of a problem, dispute or potential claim or claim involving the Vehicle. Failure to notify our claims handlers within 10 working days of your becoming aware of the issue will invalidate the claim.

- 3.2 You agree that all contact in respect of the administration of any claim against this Guarantee will be with our designated claims handlers, Claims Management & Adjusting Ltd.
- 3.3 If, for operational purposes, the police have asked you not to notify us of the claim we will require you to:
 - 3.3.1 obtain written notice of the request from the police;
 - 3.3.2 advise the police in writing that you do not give up your claim to title and receive written acknowledgement of this from them.

Nothing in this Guarantee affects your statutory rights.

My Car Check Terms & Conditions - 20/07/2018

The Appendix

Model Cancellation Form

(Complete and return this form only if you wish to withdraw from the contract)

To: CDL Vehicle Information Services Limited t/a My Car Check
303 Abercromby Business Centre
275-285 Abercromby Street
Glasgow
G40 2DD

Tel: 0330 331 0140

Email: customercare@mycarcheck.com

I hereby give notice that I cancel my contract for the supply of the following service:

- Vehicle Check Bundle

Ordered on:

Name of consumer:

Address of consumer:

Signature of consumer:

(only if this form is notified on paper):

Date: