

Terms and Conditions of Use for the RAC Car Passport

These terms and conditions of use ("the Terms") relate to your purchase of the RAC Car Passport which is described and available to you at www.rac.co.uk/buying-a-car/car-passport ("the Website").

RAC Motoring Services ("RAC") 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. Our registered VAT number is 115 104 763.

RAC is the data controller of all personal data you provide in the purchase of the RAC Car Passport, and we will process your data in accordance with these Terms and our privacy policy.

Please read these Terms before you use the Website to purchase a RAC Car Passport from us. In particular you should familiarise yourself with the sections on Permitted Use of Information and Our Liability to You. You must also be over 18 years of age to purchase the RAC Car Passport.

If you have any questions about these Terms or the RAC Car Passport, please contact our customer services department at CarPassportQueries@rac.co.uk or by telephone on 0330 159 0365 before you purchase a RAC Car Passport through the Website.

Our Contract

By ticking the box entitled 'Please tick here to confirm you have read our terms and conditions' you are accepting these Terms, which will form the contract between us for your use of the Website and the RAC Car Passport that you purchase (the "Contract").

To benefit from the guarantee relating to the data in the RAC Car Passport ("Data Guarantee") you must register your vehicle. This is important as if we do not have the details of your vehicle we cannot offer you this service. The terms relating to the Data Guarantee which forms part of the RAC Car Passport are detailed in the Schedule to these Terms. Please click [\[here\]](#) to go direct to this Schedule.

RAC is the direct provider of the Data Guarantee, and RAC works in conjunction with its third party supplier CDL Vehicle Information Services Limited ("CDL VIS") (incorporated and registered in Scotland with Company No: SC264444) to provide and manage the operation of the Data Guarantee.

We may change the Terms from time to time, for example to reflect changes in law or implement technical adjustments. So if you decide to purchase another RAC Car Passport in the future, you should always remember to read the terms and conditions that you are asked to accept at the point of purchase.

Please note that we may not necessarily keep a copy of all historic terms and conditions. You should print a copy of the terms which applies to your purchase of the RAC Car Passport for your information in the future. You can download a PDF version of these Terms here: www.rac.co.uk/buying-a-car/car-passport/terms-and-conditions.

Previous versions of the terms and conditions for Car Passports are available here:

[Terms and Conditions for RAC Car Passport \(previously RAC Car Passports\) purchased before 4th August 2015](#)

[Terms and Conditions for RAC Car Passport \(previously RAC Car Passports\) purchased before 29th June 2016](#)

Permitted Use of Information

All information and materials delivered or made available to you (whether on a computer screen, in an email or on paper) as part of the RAC Car Passport ("the Information") shall at all times belong to us or our licensors. Some of the data on the RAC Car Passport is provided by third parties, including CDL VIS.

You are permitted to access and make personal non-commercial use of the information for lawful purposes only and in a manner that does not infringe our intellectual property rights or those of third parties. This includes the right to download or print a copy of the RAC Car Passport for your own personal non-commercial use.

You are not permitted to:

- reproduce, modify or distribute the Information;

- create a database from the Information; and/or
- commercially exploit the Information; and/or
- allow the transfer of the Information outside the UK other than via the Website; and/or
- sell, transfer, deal in or otherwise make available either the ability to conduct a search or any Information to a third party.

The RAC Car Passport is confidential to you and is intended for your own personal non-commercial use. In particular you should not use the RAC Car Passport to identify any individual (including without limitation the name/address of the keeper of the vehicle) or use any finance data in the Information for any purpose other than noting interests in the vehicle. No other person has permission to use or rely on any information contained in the RAC Car Passport.

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.

You are required to comply with the terms of our third party licensor, which are available here:

In the event that we receive a request from the DVLA or another licensor of the Information to amend the format in which the Information is made available to you we shall do so immediately and update these Terms accordingly.

Using the RAC Car Passport

We will ask you to enter the vehicle registration on the landing page. Once you have submitted payment for the RAC Car Passport, the RAC Car Passport 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.

Where you set up any password and login details you are responsible for keeping these details secure and not providing them to any third party. You are responsible for ensuring that any data submitted to the Website is true and accurate and free from viruses and other harmful code.

The vehicle against which you wish to obtain an RAC Car Passport must be registered in mainland Great Britain or Northern Ireland. For the avoidance of doubt, this does not include vehicles registered in the Jersey, Guernsey or the Isle of Man.

The RAC Car Passport 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.

To benefit from the Data Guarantee you will need to register the vehicle to which the RAC Car Passport relates. You will be provided with a link in your confirmation email and once you have registered the terms and conditions in the Schedule of these Terms will apply.

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

Providing the Service

We will endeavour to provide the RAC Car Passport substantially as described on the Website and in these Terms. 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. Therefore other than the protection offered by the Data Guarantee we cannot warrant that (nor can we be held responsible for ensuring that) any of the Information provided to you as part of the RAC Car Passport is correct, accurate or complete.

Delivery & Cancellation

Due to the nature of the RAC Car Passport, and the fact that your search results are delivered to you immediately on payment, we are unable to accept any cancellation from you once you have submitted payment to us. By purchasing the RAC Car Passport you are requesting that we begin the service immediately and expressly consent to immediate provision of digital content.

By accepting these Terms and purchasing the RAC Car Passport from us, you are confirming and acknowledging that you are waiving your right to a cancellation period. Due to the immediate delivery of the RAC Vehicle you agree that you will lose your right to cancel the Contract once the RAC Car Passport is delivered, downloaded and paid for.

We may terminate or suspend your access to the RAC Car Passport without notifying you if in our view there has been a serious failure by you to comply with your responsibilities in these Terms (for example misuse of the Information or for fraud). If we do so, we may delete our records of your registration details and data without liability to you.

Problems with the Service

If you have any problems viewing your RAC Car Passport or if you think that anything contained in the RAC Car Passport may be incorrect, please contact our customer services department immediately.

Where you believe that the Information contained in the RAC Car Passport is incorrect, our customer service team may put you in contact with a third party provider Vehicle Provenance Limited who will deal with your complaint in relation to specific data contained in the RAC Car Passport.

Where there is an issue with the Information provided in the RAC Car Passport, you may be able to claim under the Data Guarantee. We will put you in contact with our claims handler Claims Management and Adjusting Limited 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. Please be aware that we may record telephone calls you make to our call centres for training, audit and quality purposes.

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 use reasonable skill and care in the sourcing and supply of the Information which is made available to you on or in connection with the RAC Car Passport. In the case of information we obtain from third party sources (including the details supplied by you) we cannot guarantee that any of that information is correct, accurate, complete, error free or up-to-date. However, the Data Guarantee does provide you with protection in respect of certain financial losses, the terms of which are set out in the Schedule below.

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 economic losses that you may incur, lost data, lost profits or any losses related to a business purpose. We shall not be liable to you for events beyond our reasonable control or for any loss which was not foreseeable as an obvious consequence of our breach.

If we are liable to you under the Terms, other than as provided for by the Data Guarantee, you agree that our liability is limited to the amount that you paid to us for the RAC Car Passport.

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.

We take steps to ensure that the Website 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. We are not responsible for any damage caused to any hardware or software used to access the Website, or use or download the RAC Car Passport, unless we have been negligent.

Nothing provided by us on or in connection with the RAC Car Passport 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.

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

Price and Payment

The appropriate fees for the RAC Car Passport will be on the landing page on the Website and will be brought to your attention before you purchase the RAC Car Passport. 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 RAC Car Passport.

You must pay for the RAC Car Passport 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 RAC Car Passport until we have received payment in full from you.

Data Protection

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

- (a) to provide you with the RAC Car Passport;
- (b) to process your payment for the RAC Car Passport;
- (c) to inform you about similar products or services that we provide (you can stop receiving these at any time by notifying us or clicking unsubscribe);
- (d) notify our third party providers (Claims Management and Adjusting Limited and

CDL VIS) if you wish to make a claim under the Data Guarantee; and
(e) in an anonymised form for data modelling purposes, including for creating data records which we then share with carefully selected third parties for their own business purposes.

General Terms

This Contract is with you, the purchaser of the RAC Car Passport, and forms the entire agreement between us. 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 has the right to enforce these Terms by virtue of the Contracts (Rights of Third Parties) Act 1999.

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. The Contract, and all correspondence in relation to it, will be in English.

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.

Schedule: Data Guarantee

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

10.1 How to register the Data Guarantee

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

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

10.2 Your Duty of Disclosure

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

10.3 Scope of Data Guarantee

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

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

10.4 Protection provided by the Data Guarantee

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

Issue with Information	Description of Loss	Limit of Protection
Missing or incomplete financial information in respect of the vehicle	If you fail to obtain good title to the vehicle as a result of missing or incomplete financial data you are protected against losses up to the market value of the vehicle at the time you make the claim under the Data Guarantee. We will make payments to the lender of any outstanding finance on the vehicle (up to the Limit of Protection) in order that you can obtain good title to the vehicle.	£30,000

Missing or incomplete Category A or B insurance loss markers indicating a total insurance loss	The purchase price you paid for the vehicle less any scrap value you have received for the vehicle up to the market value at the time of the claim under the Data Guarantee.	£30,000
Missing marker indicating that the vehicle has been reported as stolen	The purchase price you paid for the vehicle up to the market value of the vehicle when the claim is made under the Data Guarantee.	£30,000
Inaccurate or incomplete Category C or D, or any other insurance loss markers excluding Categories A and B	<p>Either:</p> <p>(1) where you retain ownership of the vehicle, the reduction in the market value of the vehicle;</p> <p>or</p> <p>(2) where you have sold the vehicle, the market value of an identical vehicle without the insurance loss marker which was omitted from the RAC Car Passport less the price you received for the vehicle.</p> <p>In each of the above cases, the market value of the vehicle is the market value at the time of the claim under the Data Guarantee.</p>	The lower of 50% of the market value of the vehicle or £15,000

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

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

10.5 Conditions of the Data Guarantee

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

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

In order to successfully make a claim under the Data Guarantee, you must have carried out all of the above checks and acted as a reasonably prudent purchaser. This means that where you have good

reason to suspect the vehicle is not genuine or that you have been given incorrect information by the seller, you must take precautions to avoid Losses when purchasing the vehicle by:

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

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

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

- You must be aged 17 years or older.
- You must have purchased both the RAC Car Passport for the vehicle and the vehicle itself.
- The RAC Car Passport must be carried out before you purchase the vehicle.
- If the vehicle is more than 3 years old, the vehicle must be purchased with a valid MOT certificate.
- If the vehicle has been purchased from a private individual, it must be purchased from the person named as the "registered keeper" on the vehicle registration certificate (V5C).
- You must inspect the vehicle registration certificate (V5C) before you purchase the vehicle to confirm that you are purchasing the vehicle from the registered keeper.
- The vehicle must be purchased inside the United Kingdom.
- You must provide us with correct and complete information about the vehicle when you request the RAC Car Passport.
- The vehicle identification number (VIN) must correspond with the vehicle registration mark (VRM) held by the Driver and Vehicle Licensing Agency ("DVLA") in respect of that vehicle identification number (VIN).
- We have a right to inspect the vehicle once you have made a claim. If we choose to exercise this right, you must allow us to carry out this inspection.
- You must provide us with evidence of any Losses, such as receipts, and any other documentation that we might reasonably require to assess your claim.
- You must be acting as a consumer, and not acting for purposes relating to your trade, business, craft or profession, or on behalf of another person.

10.6 Exclusions from the Data Guarantee

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

- The vehicle has a false vehicle registration mark (VRM) or vehicle identification number (VIN).
- The Loss, whether arising from the loss, destruction of or damage to the vehicle, occurs after the date of the RAC Car Passport.
- The Loss is in respect of any business or trade organisation.
- The Data Guarantee does not provide protection for cash payments which exceed £1000 or 10% of the purchase price of the vehicle (whichever is the lower).
- The mileage of the vehicle shown in the RAC Car Passport is different to a previous higher reading recorded in any other mileage database or is different to mileage displayed on the vehicle or accompanying documentation.

- The colour of the vehicle shown in the RAC Car Passport is different to the colour recorded by the DVLA
- Details of the registered keeper (including the number of keepers and/or dates of any changes to the registered keeper) or information identifying that the vehicle has been imported or exported is not held by the DVLA.
- You have paid an unreasonable purchase price for the vehicle. An unreasonable price is deemed to be a price which is less than 70% of the market value of the vehicle determined in reference to the retail value published in Glass's Guide and adjusted for mileage.
- Losses arising for vehicles other than cars, motorcycles or light commercial vehicles weighing up to 3.5 tonnes.
- Losses resulting from the vehicle not being registered with the DVLA in the United Kingdom or from a vehicle which bears a vehicle registration mark (VRM) with the prefix or suffix "Q" or losses in respect of vehicles registered in Jersey, Guernsey or the Isle of Man.
- Losses arising from any incident prior to the vehicle first being registered with the DVLA.
- Losses arising in respect of a vehicle which was stolen in a jurisdiction other than the [mainland] United Kingdom.
- Losses in respect of the vehicle's description, value, documentation, condition or roadworthiness.
- Losses not included in the table above under the heading "Protection provided by the Data Guarantee" including financial losses.
- You have proceeded to purchase the vehicle despite the details provided by the seller not matching the information provided in the RAC Car Passport.
- You had prior knowledge of the circumstances giving rise to the claim.
- You have failed to act as a reasonably prudent purchaser as set out at Conditions of the Data Guarantee above.
- You have ignored any information in the RAC Car Passport which would have put a reasonably prudent purchaser on notice that the vehicle should not be purchased.
- You knowingly make a false or fraudulent claim under the Data Guarantee.

10.7 Duration of Protection Provided by the Data Guarantee

The Data Guarantee will provide protection against the Losses for up to 12 months following the date of the RAC Car Passport.

10.8 Making a Claim

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