

# AutoCheck® Buyback Protection Certificate



## Your vehicle qualifies for Buyback Protection!

To activate your protection complete your registration within 90 days from the date of purchase. Registration may be made online at [www.autocheck.com/protection](http://www.autocheck.com/protection)

**Customer name:** \_\_\_\_\_

**Vehicle make/model:** \_\_\_\_\_

**Dealership:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**VIN:** \_\_\_\_\_

### AutoCheck terms and conditions:

Experian's Reports are compiled from multiple sources. It is not always possible for Experian to obtain complete discrepancy information on all vehicles; therefore, there may be other title brands, odometer readings or discrepancies that apply to a vehicle that are not reflected on that vehicle's Report. Experian searches data from additional sources where possible, but all discrepancies may not be reflected on the Report.

These Reports are based on information supplied to Experian by external sources believed to be reliable, BUT NO RESPONSIBILITY IS ASSUMED BY EXPERIAN OR ITS AGENTS FOR ERRORS, INACCURACIES OR OMISSIONS. THE REPORTS ARE PROVIDED STRICTLY ON AN "AS IS WHERE IS" BASIS, AND EXPERIAN FURTHER EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE REGARDING THIS REPORT.\*

YOU AGREE TO INDEMNIFY EXPERIAN FOR ANY CLAIMS OR LOSSES, INCLUDING COSTS, EXPENSES AND ATTORNEYS FEES, INCURRED BY EXPERIAN ARISING DIRECTLY OR INDIRECTLY FROM YOUR IMPROPER OR UNAUTHORIZED USE OF AUTOCHECK VEHICLE HISTORY REPORTS.

Experian shall not be liable for any delay or failure to provide an accurate Report if and to the extent which such delay or failure is caused by events beyond the reasonable control of Experian, including, without limitation, "acts of God", terrorism, or public enemies, labor disputes, equipment malfunctions, material or component shortages, supplier failures, embargoes, rationing, acts of local, state or national governments, or public agencies, utility or communication failures or delays, fire, earthquakes, flood, epidemics, riots and strikes.

These terms and the relationship between you and Experian shall be governed by the laws of the State of Illinois (USA) without regard to its conflict of law provisions. You and Experian agree to submit to the personal and exclusive jurisdiction of the courts located within the county of Cook, Illinois.

\*Except where "AutoCheck Buyback Protection" is issued and, in such case, these terms and conditions are modified only to the extent inconsistent with the express terms of the "AutoCheck Buyback Protection".





## Buyback Protection Terms and Conditions

Subject to the following, Experian agrees to pay the Customer the Customer's purchase price of the Vehicle if:

- A. the AutoCheck Vehicle History Report was provided prior to the purchase of the Vehicle and on or after June 27, 2005; and
- B. the AutoCheck Vehicle History Report reflects no Branded Titles as part of the Vehicle Title history (i.e. the vehicle was "AutoCheck Assured"), but a Branded Title actually exists.

### DEFINITIONS

- 1a. Branded Title — is a vehicle ownership or registration document issued by any of the 50 states of the U.S. (or the District of Columbia), issued with words or symbols signifying that the vehicle was: junked or salvaged; dismantled, rebuilt or reconstructed; flood damaged; fire damaged; hail damaged; bought back by its manufacturer ("Lemon Law" vehicle); odometer exceeds mechanical limits; odometer was not actual mileage; or which was issued with any other symbol or word signifying a substantially similar brand.
- 1b. Excluded Brands — Specifically excluded from the definition of Branded Title are: ownership and registration documents originally issued without a brand but later stamped with a brand without being reissued; salvage titles issued due to theft; damage disclosure documents; and Branded Titles issued in error and later corrected. Other information that may reflect negatively on the vehicle, including but not limited to accident information, is excluded from AutoCheck Buyback Protection unless expressly covered by the definition of "Branded Title".
2. Consumer — the person (other than a Dealer or Transferee) who ordered and paid for the Report prior to their purchase of the Vehicle.
3. Customer — a Consumer, or any licensed automobile dealer ("Dealer") who ordered and paid for the Report through an AutoCheck Commercial Service ("Commercial Service" is any site geared solely for dealers or other commercial users, such as AutoCheckmembers.com, either accessed directly or through a partner, and AutoCheck Express) or the Transferee of any such Dealer.
4. Report/AutoCheck Report — AutoCheck Vehicle History Report.
5. Transferee — the purchaser of the Vehicle from the Dealer.
6. Vehicle — the passenger vehicle or light truck to which the Report relates.

### TERMS AND CONDITIONS

1. The Customer must have previously purchased the Vehicle and own the Vehicle at the time the claim is made. If the Vehicle is subject to a lien in an unpaid amount greater than the amount identified in item 8, this Protection only applies if the Customer pays Experian the difference.
2. The Customer must complete and submit to Experian an executed claim form and provide a complete copy of the Report. Any Dealer Customer must have obtained the Report through an AutoCheck Commercial Service prior to the purchase of the Vehicle.
3. The Customer must provide to Experian proof of ownership of the Vehicle in the form of the original bill of sale and a current vehicle ownership document issued to the Customer by the motor vehicle agency of one of the 50 states of the United States or the District of Columbia.
4. The Customer must provide to Experian a copy of the front and back of the Branded Title, certified by the issuing state authority. The Branded Title must have been issued at least sixty (60) days prior to the date the Report was run.
5. The Customer must deliver to Experian all ownership and registration documentation including, the certificate of title and certificate of registration, properly assigned by the Customer to Experian so Experian becomes the owner of the Vehicle.
6. If, prior to purchasing the Vehicle, the Customer knew, or had evidence, of the existence of a Branded Title for the Vehicle, the Protection does not apply.
7. Experian will pay a maximum of the purchase price of the Vehicle paid by the Customer (plus warranties and other additional purchases such as installed aftermarket accessories, not exceeding a total of \$500).
8. If the purchase price of the Vehicle in item 7 exceeds the NADA Used Car Guides used vehicle retail value at the time of the sale, Experian will pay no more than ten percent (10%) over the NADA Used Car Guides used vehicle retail value at the time the Customer purchased the Vehicle.
9. The Buyback Protection will apply only if the Vehicle was manufactured in model year 1981 or later.
10. The Buyback Protection will expire the earlier of (a) the date the Customer sells the Vehicle or (b) one (1) year after the date of the first Report run by or for the Customer relating to the Vehicle.
11. This Buyback Protection is deemed assigned to the Transferee upon the sale of the Vehicle, provided that a copy of the Report is given to the Transferee and the Transferee registers in accordance with item 12.
12. In order for this Buyback Protection to be in effect for Transferees or Consumers, they must register with Experian within ninety (90) days of the date they purchased the Vehicle. Registration may be made online at [www.autocheck.com/protection](http://www.autocheck.com/protection) or by writing Experian for a registration form and submitting the same to Experian. The registration form must be completed and submitted to: Buyback Protection C/O Experian Automotive, 955 American Lane, Schaumburg, IL 60173.
13. Claims can be submitted to: Buyback Protection C/O Experian Automotive, 955 American Lane, Schaumburg, IL 60173. Please include name, address, telephone number, email address, the Vehicle Identification Number (VIN) of the Vehicle and a copy of the original report. Claim forms can be obtained online at [www.autocheck.com/protection](http://www.autocheck.com/protection) or by writing to Experian at the address above.
14. Experian reserves the right to cancel the Buyback Protection program at anytime, but pledges to honor all current and future Buyback Protection claims as long as they meet all of the Buyback Protection terms and conditions stated herein and the Report was run prior to Buyback Protection program cancellation.
15. Dealer Customers must use an AutoCheck Commercial Service in order for their transferees to be eligible for Buyback Protection. Because Dealer Customers are prohibited from using the AutoCheck Consumer Web site, they are not eligible for Buyback Protection if they purchase from a Consumer Web site, and their subsequent Transferees are not covered by Buyback Protection in such instance.
16. The Buyback Protection will be governed by the laws of, and Customer consents to the exclusive jurisdiction of the courts of, the State of Illinois, United States of America.