



Complimentary 3 months Vehicle Buyback Insurance Benefit Terms and Conditions (1 November 2018)

CarHistory.com.au ("CarHistory") is part of the Equifax Group. Equifax Australia Information Services and Solutions Limited (ABN 26 000 602 862) ("Equifax") of PO Box 966, North Sydney, NSW 2059 has arranged this vehicle buyback insurance benefit through a master insurance policy from Virginia Surety Company, Inc (ABN 63 080 339 957) ("VSC", "We", "Us" and "Our") of PO Box 246, Balwyn VIC 3103. The Warranty Group Australasia Pty Ltd (ABN 37 005 004 446) ("TWG") has been appointed by Us to perform claims and administration functions. CarHistory or Equifax may be contacted on 1300 799 523 or via email at support@carhistory.com.au. VSC and TWG may be contacted on 1800 505 058 or via email at vscau@thewarrantygroup.com.

Equifax is the insured party under this insurance. We are the issuer of the insurance benefit. You are not an insured party but you receive a benefit under the insurance cover as a third party beneficiary pursuant to the Insurance Contracts Act 1984. We have appointed Equifax as our authorised distributor for the purposes of issuing this cover and have authorised them to distribute these terms and conditions. You are not obliged to accept this benefit however if you want to make a claim you will be bound by these terms and conditions.

Vehicle buyback insurance benefit applies to CarHistory Reports.

Vehicle Buyback Insurance Benefit

When purchasing a CarHistory Report from CarHistory you have the added protection that should the information on the used vehicle you wish to purchase be incorrect, and the vehicle is subsequently found to be a stolen vehicle, encumbered with finance or have been written-off, subject to these terms and conditions, the benefit will reimburse you to a maximum of \$25,000 for the Financial Loss you experience.

The protection period for the benefit commences on the day you purchase a CarHistory Report from CarHistory and ends 3 months after this purchase date or when a valid claim is paid, whichever comes first.

Definition of Financial Loss

Where the vehicle is subsequently found to have a financial encumbrance listed on the PPSR we will pay the lesser of:

- The outstanding finance amount owing on the vehicle to the finance company, if the finance company agrees to accept the payment and provide you with clear title; or
- If the vehicle is repossessed, the sum you paid to purchase the vehicle; or
- \$25,000.

Where the vehicle is subsequently found to have been stolen and is repossessed we will pay the lesser of:

- The sum you paid to purchase the vehicle; or
- \$25,000.

Where the vehicle is subsequently found to be a statutory write-off (as defined by the laws in the applicable state) and you are required to sell the vehicle for salvage, we will pay the lesser of:

- The difference between what you paid for the vehicle and the salvage amount; or
- \$25,000.

Where the vehicle is subsequently found to be a repairable write-off (as defined by the laws in the applicable state) and choose to sell the vehicle within the period of cover, we will pay the lesser of:

- The difference between what you paid for the vehicle and what you sell it for; or
- The difference between what you paid for the vehicle and the current market value of the vehicle; or
- \$25,000.

When making a claim you will be required to provide proof of purchase and details of the seller. Benefits are only payable to you (or on your behalf to the finance company holding the encumbrance) the purchaser of the information from CarHistory and ultimate owner of the subject vehicle.

Cover Exclusions

Cover is not provided under the following circumstances:

- Where the vehicle is purchased prior to the CarHistory Report being purchased.
- Where the CarHistory Report has raised the relevant encumbrance status, stolen vehicle status and written-off vehicle status.
- Where the vehicle is not purchased within 3 months of the CarHistory Report being purchased.
- Where the vehicle is subsequently sold.
- Where the vehicle is subsequently involved in an accident and declared an insurance purchased write-off.
- Where the vehicle is subsequently stolen and declared unrecovered.
- Where encumbrance data from the Personal Property Securities Register (PPSR) is unavailable.
- Where stolen data from the National Exchange of Vehicle and Driver Information System (NEVDIS) via the PPSR is unavailable.
- Where written-off data from NEVDIS via the PPSR is unavailable.
- Where the vehicle has a stolen status in Tasmania.
- Where misrepresentation or non-disclosure was fraudulent.

Limit of Liability (Maximum Benefit)

The maximum benefit we will pay is limited to \$25,000. Equifax, VSC and TWG will not accept any liability to you, or any subsequent owner or other user of the vehicle, for any incidental or consequential damages, including, but not limited to, liability or damages for the vehicle not being available for use, personal injury, death, other indirect loss due to the incomplete information on the vehicle, or any and all incidental, indirect, special or consequential damages arising out of or in connection with the incomplete information on the vehicle, even if you have advised Equifax, VSC and TWG of the possibility of such damages. The price paid for the vehicle does not include any subsequent roadworthy, registration, stamp duty or repair costs.

Non Transferable

The benefits under this cover are not transferable to subsequent owners of the subject vehicle.

Subrogation

We reserve the right to recover claims costs incurred by Us where We believe the incident is the responsibility of another party. When We do this We may take action in your name and you will be required to cooperate and provide any information We may require.

Claims

In the event of a claim under this benefit you must contact Us on 1300 666 642. You will be required to forward on a copy of the report purchased from CarHistory, evidence of the vehicle having been purchased, the contact details of the seller from whom you purchased the vehicle and any other information required to help process your claim.

Dispute Resolution

Should you have a concern relating to your vehicle buyback insurance benefit you may request that it be dealt with by the supervisor or manager directly responsible for that area. If your complaint is not resolved by the supervisor or manager, your complaint may then be referred to Our Internal Dispute Resolution Panel. You can contact Our Internal Disputes Panel:

- by emailing Us at customerfeedback@thewarrantygroup.com; or
- by phone on 1300 654 611.

We will respond to your complaint in writing within 15 working days provided We have all the necessary information. If you are not satisfied with the outcome of Our process, and the matter is not related to use of your personal information, You may refer the matter to the external disputes resolution body. The external disputes resolution body is the Australian Financial Complaints Authority (AFCA). AFCA may be contacted:

- by phone on 1800 931 678 (free call)
- by post: GPO Box 3, Melbourne VIC 3001
- by emailing them at: info@afca.org.au
- on the web: www.afca.org.au

AFCA provides an independent service which will investigate Your complaint and provide a ruling at no cost to You.

If your dispute is in relation to use of your personal information and Our internal dispute resolution service is not able to resolve the matter, you can contact the Privacy Commissioner on 1300 363 992 or enquire@oaic.gov.au .

Your Privacy

Virginia Surety Company, Inc. is bound by the Privacy Act 1988. In order for Us to provide You with insurance We need to collect certain personal information about You. We collect personal information from You and Our business partners and service providers in connection with the insurance. Collection of Your personal information from Our business partners and service providers usually occurs at the point of sale of the insurance. If You do not provide Us with this information Your application may not be processed or, We may not be able to administer claims or handle inquiries in connection with the insurance. The purposes for which We collect Your personal information are to provide the insurance, handle inquiries about the insurance, for security checks to verify Your identity, to administer claims and related, secondary or ancillary purposes. The personal information We collect may be disclosed to assessors, loss adjusters, and other service providers who perform activities in connection with the purposes for which We collect, as well as companies within The Warranty Group including Our companies within the regions of Asia-Pacific, UK, USA and South Africa. In accordance with Our Privacy Policy You have rights of access to, and correction of, Your personal information upon request. You also have the right to complain about Our management of Your personal information, which is also detailed in Our Privacy Policy. If You would like a copy of Our Privacy Policy, would like access to the information We have about You or wish to make a complaint, please contact Our Privacy Officer on 1300 654 611 or visit <https://www.thewarrantygroup.asia/privacy> . By applying for the Policy, You consent to Us managing Your personal information in accordance with Our Privacy Policy.

Financial Claims Scheme

If we become insolvent, this benefit may be protected under the Federal Government's Financial Claims Scheme administered by the Australian Prudential Regulation Authority (APRA). This means that if you meet certain eligibility criteria you may be entitled to payment under the scheme. For more information please refer to the following website: <https://www.fcs.gov.au> .