



# Claim policy

## Introduction

WebAutoBid is an online auction website for the vehicle trade, and more specifically for the second-hand-vehicle trade. Because our vehicles are used, they have all been subject to normal wear and tear. You should always keep this in mind, along with other factors such as mileage, the residual value of the vehicle and the age wear and tear of the vehicle when you purchase it from our platform.

Although we often depend on information and descriptions provided by external parties, we are committed to publishing the actual state of the vehicles we auction. Nevertheless, human mistakes and/or differences in interpretation may occur. Knowing that this might affect your profitability, we, as a customer-oriented company, are dedicated to defending your interests, without losing sight of our own. It was with this in mind that we developed our claim policy, which is a practical guide on claims handling in addition to our terms & conditions.

## Our commitment

“We are committed to acting on valid complaints in a fair, responsive, timely and customer-friendly manner. A justified and properly evidenced complaint can be subject to compensation in line with your direct costs, within specific boundaries.”

## QUICK REFERENCE GUIDE

	Body damage	Technical defects	Missing equipment	Wrong info	Other	
LIMITATIONS	Value of vehicle is more than €3000 and mileage is less than 175,000 km	Claims for values under € 250 are not accepted	Claims for values under € 250 are not accepted	Maximum compensation is 10% of vehicle value	Maximum compensation is 10% of vehicle value	Maximum compensation is € 100
	Value of vehicle is less than €3000 or mileage is above 175,000 km	Claims are not accepted	Claims are not accepted	Maximum compensation is 10% of vehicle value	Maximum compensation is 10% of vehicle value	Maximum compensation is € 100
	Damaged vehicles or vehicles older than 10 years	Claims are not accepted	Claims are not accepted	Claims are not accepted	Maximum compensation is 10% of vehicle value	Maximum compensation is € 100
EXCLUDED DAMAGES	<b>Damages for which claims are not accepted</b> <ul style="list-style-type: none"> <li>▪ Small scratches</li> <li>▪ Small dents</li> <li>▪ Scratches on wheels</li> <li>▪ Unclean interior</li> <li>▪ Wear &amp; tear</li> <li>▪ ...</li> </ul> > Full list see infra	<ul style="list-style-type: none"> <li>▪ Broken clutch</li> <li>▪ Broken flywheel</li> <li>▪ Broken EGR valve</li> <li>▪ Fluid leaks</li> <li>▪ Damaged DPF</li> <li>▪ ...</li> </ul> > Full list see infra	<ul style="list-style-type: none"> <li>▪ Luggage roll</li> <li>▪ Antenna</li> <li>▪ Compressor</li> <li>▪ Service book</li> <li>▪ Navigation DVD/CD/SD</li> <li>▪ ...</li> </ul> > Full list see infra	<ul style="list-style-type: none"> <li>▪ Altered vehicles</li> <li>▪ ...</li> </ul> > Full list see infra	<ul style="list-style-type: none"> <li>▪ Delay in transport</li> <li>▪ Delay of PuA</li> <li>▪ Delay in document delivery</li> </ul>	
DELAY	<b>Maximum delay for submitting a claim</b> Until 2 working days after the delivery date  Before driving more than 100 km since the auction	Until 2 working days after the delivery date  Before driving more than 100 km since the auction	Until 2 working days after the delivery date  Before driving more than 100 km since the auction	Until 2 working days after receipt of the vehicle, or the original car documents	Until 2 working days after the delivery date	
EVIDENCE	<b>Mandatory evidence and information</b> <ul style="list-style-type: none"> <li>▪ Departure CMR &amp; final CMR (*), or COD</li> <li>▪ Damage report</li> <li>▪ Odometer status (*) remark below</li> </ul>	<ul style="list-style-type: none"> <li>▪ Diagnostic report from workshop or official dealer</li> <li>▪ ID number of spare parts</li> <li>▪ Prices of spare parts</li> <li>▪ Odometer status</li> </ul>	<ul style="list-style-type: none"> <li>▪ Departure CMR &amp; final CMR (*), or COD</li> <li>▪ Odometer status</li> </ul>	<ul style="list-style-type: none"> <li>▪ Odometer status</li> </ul>	<ul style="list-style-type: none"> <li>▪ Odometer status</li> </ul>	
	<b>Additional evidence</b> <ul style="list-style-type: none"> <li>▪ Photos or videos</li> <li>▪ External report from workshop or official dealer</li> </ul>	<ul style="list-style-type: none"> <li>▪ CMR/DR</li> <li>▪ Photos or videos</li> <li>▪ External report from inspection company (e.g. Dekra)</li> </ul>	<ul style="list-style-type: none"> <li>▪ Photos or videos</li> <li>▪ External report from workshop or official dealer</li> </ul>	<ul style="list-style-type: none"> <li>▪ Photos or videos</li> <li>▪ External report from workshop or official dealer</li> </ul>	<ul style="list-style-type: none"> <li>▪ N/A</li> </ul>	

(\*) It is crucial for WebAutoBid to determine whether the claimed damage existed at the moment of pickup or not. There are 2 situations:

1. If the damage/missing equipment is mentioned on the departure CMR, the body damage already existed before, and consequently WebAutoBid is liable for the possible compensation if all conditions are met.
2. If the damage/missing equipment is not mentioned on the departure CMR but only on the final CMR, then it is considered to be caused during transport. If WebAutoBid organized the transport, WebAutoBid is liable for the possible compensation if all conditions are met. If you organized the transport on behalf of WebAutoBid, WebAutoBid is not liable for the compensation since it is assumed that your transport company has caused the damage/missing equipment.

# 1 Body Damages

## 1.1 Definition

Any damages to/in the body of the vehicle (exterior/interior) that were not specified in the vehicle description or damage report, or cannot be clearly seen from the pictures provided by WebAutoBid, may be the subject of a claim.

## 1.2 Limitations

<b>Vehicle value</b>	The maximum mileage of a vehicle for which a claim will be taken into consideration is 175 000 km. Claims for body damages can only be filed for vehicles with a value of more than € 3 000 (winning bid, excl. VAT and fees), as well as for those vehicles which are not older than 10 years, and for vehicles which do not have a mark that a car was in accident.
<b>Claim value</b>	A claim for a sum of less than €250 will not be accepted.
<b>Delay</b>	The maximum amount of time to be taken to submit a claim is 2 working days from the pick-up date (COD) or delivery date (CMR). Any claim submitted after the elapse of this period will not be taken into consideration.
<b>Mileage</b>	The current mileage must be reported to WebAutoBid when the claim is being submitted (we need to have a clear statement of the odometer reading). Any mileage discrepancy that exceeds the mileage that was originally reported during the auction by more than 100km implies ambiguity on the behalf of the customer and the claim being made. Such claims will not be accepted.

## 1.3 Exclusions

<b>Excluded body damages</b>	Normal wear and tear (taken into account the state, mileage and/or age of the car)	Flat or damaged tires, minor damage to alloy wheels
	Small scratches on interior/exterior Small dents Scratches on wing mirrors	Wear-and-tear damage to vehicle interior Damaged or missing carpets Small stone impact on motor hood, bumper, as well as cracks on window and headlights
	Scratches on alloy wheels Unclean vehicle interior	Broken light bulbs Broken grill

### Excluded vehicles or situations

- Claims for vehicles that were picked up too late (more than 14 working days after the official Pick-up Authorization)
- Claims for damaged and wrecked vehicles: vehicles sold as “Technical and body damages”, “Specific body damages”, “Wrecked cars” or “Accident cars”.
- WebAutoBid do not accept claims related to the quality of repairs/restorations previously made to the vehicle (especially in relation to vehicle body paint: thickness of the paint and quality).



### 1.4 Mandatory evidence for body damages

<p><b>Departure CMR (DCMR) or Final CMR (FCMR), photos or videos from WebAutoBid parking place, where the car has been picked-up</b></p>	<ul style="list-style-type: none"> <li>▪ In case of pick-up by a transport company, you or your driver need to mention the damage/defect either at pick-up (approved by an authorized pick-up location employee), either at delivery. It is important that damages are mentioned as soon as they are noticed on the CMR, or in photo or video, so as defect and car's parking place are seen, since 2 possible situations can occur:             <ol style="list-style-type: none"> <li>1. If the body damage is mentioned on the departure CMR, or in photo or video, the body damage already existed before, and consequently WebAutoBid is liable for the compensation if all conditions are met.</li> <li>2. If the body damage is not mentioned on the departure CMR and the body damage is only mentioned on the final CMR, and there are no photos or videos, the body damage is considered to be caused during transport.                 <ul style="list-style-type: none"> <li>▪ If WebAutoBid organized the transport, WebAutoBid is liable for the potential compensation (if all conditions are met).</li> <li>▪ If you organized the transport on behalf of WebAutoBid, WebAutoBid is not liable for the compensation since it is assumed that the transport company has caused the body damage.</li> </ul> </li> </ol> </li> </ul>
<p><b>Odometer status</b></p>	<ul style="list-style-type: none"> <li>▪ A clear picture of the odometer needs to be provided.</li> </ul>

### 1.5 Additional evidence for body damages

<p><b>Photos or videos</b></p>	<ul style="list-style-type: none"> <li>▪ Any clear, photographic or video material that demonstrates or illustrates defaults may be included as evidence to support a claim.</li> </ul>
<p><b>External report</b></p>	<ul style="list-style-type: none"> <li>▪ To help support a claim, a claimant may provide official diagnostic reports or external statements that include the standard description delivered by an official workshop or authorized dealer.</li> <li>▪ The <b>ID numbers, names and prices</b> of spare parts that may be required should be included as part of this statement.</li> <li>▪ All external statements must reach us within one week of the submission of the claim. WebAutoBid <b>does not refund any costs related to acquiring additional supporting evidence material, e.g. diagnostics or workshop visit.</b></li> </ul>
<p><b>Additional inspection</b></p>	<ul style="list-style-type: none"> <li>▪ WebAutoBid is also authorized to contract an external European Inspection Company (e.g. Dekra) on our own expense to inspect the vehicle and the evidence provided as a second opinion. In this case, no modifications are allowed to be made on the car before the verification by the external company is completed.</li> </ul>



## 2 Technical defects

### 2.1 Definition

A claim may be based around a technical defect, or damage to the technical functioning of a vehicle, that was not specified in the vehicle description provided during the auction. For technical damages, an external diagnostic report is mandatory.

### 2.2 Limitations

<b>Vehicle value</b>	The maximum mileage of a vehicle for which a claim will be taken into consideration is 175 000 km. Claims for technical defects can only be filed for vehicles with a value of more than € 3 000 (winning bid, excl. VAT and fees). And for those vehicles which are not older than 10 years, as well as for vehicles which do not have a mark that they were in accident.
<b>Claim value</b>	A claim for a sum of less than €250 will not be accepted.
<b>Delay</b>	The maximum amount of time to be taken to submit a claim is 2 working days from the delivery date of the vehicle (COD/CMR). Any claim submitted after the elapse of this period will not be taken into consideration.
<b>Mileage</b>	The current mileage must be reported to WebAutoBid when the claim is being submitted (we need to have a clear statement of the odometer reading). Any mileage discrepancy that exceeds the mileage that was originally reported during the auction by more than 100km implies ambiguity on the behalf of the customer and the claim being made. Such claims will not be accepted.

### 2.3 Exclusions

<b>Excluded technical defects</b>	Broken clutch (and bearings)	Dead/weak battery
	Broken dual mass flywheel	Malfunctioning injectors
	Faulty airflow meter	Broken wheel bearings
	Leaking air-conditioning fluid	Fluid leaks
	Damaged brakes and/or handbrake	Damaged DPF (Diesel Particulate Filter)
	Broken EGR (exhaust gas recirculation) valve	Malfunctioning air conditioning compressor or fluid is run out
	Broken shock absorber(s), shock absorber springs, running gear elements (axle box, lever, etc.)	Broken radio, control cranks and sockets, windscreen wipers
<b>Excluded vehicles or situations</b>	<ul style="list-style-type: none"> <li>▪ Claims for vehicles that were picked up too late (more than 14 working days after the official Pick-up Authorization)</li> <li>▪ Claims for damaged and wrecked vehicles: vehicles sold as “Technical and body damages”, “Specific body damages”, “Wrecked cars” or “Accident cars”.</li> </ul>	



	<ul style="list-style-type: none"> <li>Altered/modified cars: claim for vehicles that have been altered for local taxes or other purposes, primarily for modifications to ensure (local) CO2 emission laws are met.</li> <li>WebAutoBid does not accept claims related to the quality of repairs/restorations previously made to the vehicle (especially in relation to vehicle body paint: thickness of the paint and quality).</li> </ul>
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## 2.4 Mandatory evidence for technical defects

<b>Diagnostics report</b>	<ul style="list-style-type: none"> <li>A claimant needs to provide official diagnostic reports that include the standard description delivered by an official workshop or authorized dealer.</li> <li>The <b>ID numbers, names and prices</b> of spare parts that may be required should be included as part of this statement.</li> <li>All external statements must reach us within one week of the submission of the claim. WebAutoBid <b>does not refund any costs related to acquiring additional supporting evidence material, e.g. diagnostics or workshop visit.</b></li> </ul>
<b>Odometer status</b>	<ul style="list-style-type: none"> <li>A clear picture of the odometer needs to be provided.</li> </ul>

## 2.5 Additional evidence for technical defects

<b>CMR/DR</b>	<ul style="list-style-type: none"> <li>Any technical defect mentioned on the CMR/DR, and stamped by the parking, adds a high degree of evidence to the case.</li> </ul>
<b>Photos or videos</b>	<ul style="list-style-type: none"> <li>Any clear, photographic or video material that demonstrates or illustrates defaults may be included as evidence to support a claim.</li> </ul>
<b>Additional inspection</b>	<ul style="list-style-type: none"> <li>WebAutoBid is also authorized to contract an external European Inspection Company (e.g. Dekra) on our own expense to inspect the vehicle and the evidence provided as a second opinion. In this case, no modifications are allowed to be made on the car before the verification by the external company is completed.</li> </ul>



### 3 Missing Equipment

#### 3.1 Definition

Missing equipment refers to any piece of equipment that is included in the vehicle description provided during the auction, but that is actually missing from the vehicle.

#### 3.2 Limitations

<b>Claim value</b>	Compensations for claims related to missing equipment are limited to 10% of the vehicle value (winning bid, excl. VAT and fees).
<b>Delay</b>	The maximum amount of time to be taken to submit a claim is 2 working days from the vehicle's pick-up/delivery date (COD/CMR). Any claim submitted after the elapse of this period will not be taken into consideration.
<b>Mileage</b>	The current mileage must be reported to WebAutoBid when the claim is being submitted (we need to have a clear statement of the odometer reading). Any mileage discrepancy that exceeds the mileage that was originally reported during the auction by more than 100km implies ambiguity on the behalf of the customer and the claim being made. Such claims will not be accepted.

#### 3.3 Exclusions

<b>Excluded missing equipment</b>	Missing antenna	Missing engine cover (or other covers), or motor hood panelling
	Missing hubcaps	Missing service book
<b>Excluded vehicles or situations</b>	Missing spare tires	Missing radio-code
	Missing car manual	Missing luggage roll
	Missing navigation CD/DVD/SD card/etc.	No fuel in fuel tank
	Missing winter/summer tires and other removable material (e.g. carpets, headsets, portable GPS, etc.)	Missing compressor for tires
		Missing stickers and/or labels
		Missing keys from components (roof rack, tow bar, etc.)
	<ul style="list-style-type: none"> <li>▪ Claims for vehicles that were picked up too late (more than 14 working days after the official Pick-up Authorization)</li> <li>▪ Claims for damaged and wrecked vehicles, if there is an obvious relation between the pre-existing damage and the missing equipment. This is valid for vehicles sold as “Technical and body damages”, “Specific body damages”, “Wrecked cars” or “Accident cars”.</li> </ul>	





### 3.4 Mandatory evidence for missing equipment

<p><b>Departure CMR (DCMR) or Final CMR (FCMR)</b></p>	<ul style="list-style-type: none"> <li>▪ In case of pick-up by a transport company, you or your driver need to mention the missing equipment either at pick-up (approved by an authorized pick-up location employee), either at delivery. It is important that the missing equipment is mentioned on the CMR as soon as it is noticed since 2 possible situations can occur:             <ol style="list-style-type: none"> <li>1. If the missing equipment is mentioned on the departure CMR, then it already existed before, and consequently WebAutoBid is liable for the compensation if all conditions are met.</li> <li>2. If the missing equipment is not mentioned on the departure CMR but only mentioned on the final CMR, then it is considered to be lost during transport.                 <ul style="list-style-type: none"> <li>▪ If WebAutoBid organized the transport, WebAutoBid is liable for the potential compensation (if all conditions are met).</li> <li>▪ If you organized the transport on behalf of WebAutoBid, WebAutoBid is not liable for the compensation since it is assumed that the equipment has gone missing during transport.</li> </ul> </li> </ol> </li> </ul>
<p><b>Odometer status</b></p>	<ul style="list-style-type: none"> <li>▪ A clear picture of the odometer needs to be provided.</li> </ul>

### 3.5 Additional evidence

<p><b>Photos or videos</b></p>	<ul style="list-style-type: none"> <li>▪ Any clear, photographic or video material that demonstrates or illustrates defaults may be included as evidence to support a claim.</li> </ul>
<p><b>External report</b></p>	<ul style="list-style-type: none"> <li>▪ To help support a claim, a claimant may provide official diagnostic reports or external statements that include the standard description delivered by an official workshop or authorized dealer.</li> <li>▪ The <b>ID numbers, names</b> and <b>prices</b> of spare parts that may be required should be included as part of this statement.</li> <li>▪ All external statements must reach us within one week of the submission of the claim.</li> </ul>



## 4 Wrong information

### 4.1 Definition

Wrong information relates to any provided information about the state of the vehicle that differs from the actual state of the vehicle, but is not body damage, technical damage or missing equipment. Wrong information is usually indisputably verifiable.

### 4.2 Limitations

<b>Claim value</b>	Compensations for claims related to wrong information are <b>limited to</b> 10% of the vehicle value.
<b>Delay</b>	The maximum amount of time to be taken to submit a claim is 2 working days from the car receipt or delivery of the original car documents. Any claim submitted after the elapse of this period will not be taken into consideration.

### 4.3 Exclusions

**Excluded wrong information** Wrong information related to altered vehicles is excluded. Altered vehicles have been modified for local taxes or other purposes, primarily to ensure (local) CO2 emission laws are met.

### 4.4 Mandatory evidence

**Car documents** A copy of the original car documents (and Certificate of Conformity if available) should be provided.

### 4.5 Additional evidence

<b>Photos or videos</b>	<ul style="list-style-type: none"> <li>Any clear, photographic or video material that demonstrates or illustrates defaults may be included as evidence to support a claim.</li> </ul>
<b>External report</b>	<ul style="list-style-type: none"> <li>To help support a claim, a claimant may provide official diagnostic reports or external statements that include the standard description delivered by an official workshop or authorized dealer.</li> <li>The ID numbers, names and prices of spare parts that may be required should be included as part of this statement.</li> <li>All external statements must reach us within one week of the submission of the claim. WebAutoBid <b>does not refund for any costs related to acquiring additional supporting evidence material, e.g. diagnostics or workshop visit.</b></li> </ul>
<b>Additional inspection</b>	<ul style="list-style-type: none"> <li>WebAutoBid is also authorized to contract an external European Inspection Company (e.g. Dekra) on our own expense to inspect the vehicle and the evidence provided as a second opinion. In this case, no modifications are allowed to be made on the car before the verification by the external company is completed.</li> </ul>



## 5 Other

### 5.1 Definition

The category 'Other' consists of any elements that are not related to the vehicle as such, but are linked to the delivery of our services.

The compensation limit for this category of claim is fixed at €100, unless an extreme delay in service or other significant irregularities occur. If adequate evidence is provided, the compensation amount will be reviewed in accordance with the damage suffered.

### 5.2 Limitations

**Claim value**           Compensations for claims related to missing equipment are **limited** to 100€.

**Delay**                    The maximum amount of time to be taken to submit a claim is 2 working days from the delivery of vehicle. Any claim submitted after the elapse of this period will not be taken into consideration.

### 5.3 Exclusions

**Excluded other**       ▪ Delay in transport  
                              ▪ Delay in Pick-up Authorization  
                              ▪ Delay in document delivery

**Excluded vehicles or situations**   ▪ Any expenses related to agreements between our buyer and third parties are excluded (e.g. refunds to end customers, costs for parking lots, etc.).

### 5.4 Mandatory evidence

Not applicable



## 6 How do I submit the claim?

### Step 1 Check if the claim adheres to our T&C

### Step 2 Submit your claim

To submit claims, the Claimants must first log into My WebAutoBid using their personalized WebAutoBid account and selecting “Submit a claim”. The Claimant must then enter the required information and upload the files required for making the claim and evidence used to support the claim. The Claimant is required to enter extra damages or relevant comments in the “Description” box.

*Important Note* A claim submitted in English is likely to be processed more quickly.

### Step 3 The Claim-handling team starts treating the claim within 7 working days

If the claim complies with WebAutoBid Terms and Conditions, it is handled by WebAutoBid services with utmost efficiency and care.

### Step 4 Your claim is investigated by our experts

During this process, a Claimant can follow the progress of a claim in My WebAutoBid under “My claims”. WebAutoBid vehicle experts investigate claims focusing on the requests and supporting evidence provided by the Claimant.

### Step 5 The Claim handling team communicates the outcome to you

You will receive an e-mail with the outcome of your claim and the grounds on which our decision was made.

### Step 6 You have 5 days to accept the proposal

Claimants have up to 5 working days to accept a proposal from WebAutoBid. This period begins from the date that the WebAutoBid proposal is sent. Claimants must provide their company bank details for a possible refund. Should the Claimant agree to the proposed settlement within this period, the full amount of compensation will be paid.

*Important Note* By accepting the WebAutoBid proposal, the Claimant agrees not to take any further legal action or seek any further compensation.

### Step 7 The claim will be closed after 5 days of communication of the outcome

Should the Claimant fail to provide a response or bank details within the period specified above, the claim will be considered to have been abandoned and will be systematically closed.



## 7 General disclaimer

- Submitting a claim the Claimant has no right to repair a damaged vehicle until the agreement on compensation payment with WebAutoBid is achieved, because in case of necessity the deficiency report from the independent third party or expert decision will be necessary.
- During the auction, pictures and third party damage reports are added to the vehicle detail page. These are provided for customer convenience. However, the vehicle description provided by WebAutoBid is always considered to have more authority. Therefore, any ambiguity caused by differences between the WebAutoBid vehicle description and a third party inspection report cannot be the subject of a claim. In case of doubt, the buyer is advised to contact a WebAutoBid Agent and have the vehicle details verified before placing a bid.
- **WebAutoBid sells second-hand vehicles. Therefore, any refunds for the costs of spare parts are calculated using second-hand values, taking the depreciation of those cars into account.**
- **WebAutoBid does not refund labour cost related to car repair and local VAT.**