

Claim policy

Introduction

OPENLANE Europe NV is an online auction website for the vehicle trade, and more specifically for the second-hand-vehicle trade. Because our vehicles are used/second-hand, they have all been subject to normal wear and tear. You, as a professional car trader, should always keep this in mind, along with other factors such as mileage, the residual value of the vehicle and the age 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 200,000 km	Claims for values under € 200 are not accepted	Claims for values under € 200 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 € 3000 or less or mileage is above 200,000 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	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	Damages for which claims are not accepted	<ul style="list-style-type: none"> ▪ Small scratches ▪ Small dents ▪ Scratches on wheels ▪ Unclean interior ▪ Wear & tear ▪ ... 	<ul style="list-style-type: none"> ▪ Broken clutch ▪ Broken flywheel ▪ Broken EGR valve ▪ Fluid leaks ▪ Damaged DPF ▪ ... 	<ul style="list-style-type: none"> ▪ Luggage roll ▪ Antenna ▪ Compressor ▪ Service book ▪ Navigation DVD/CD/SD ▪ ... 	<ul style="list-style-type: none"> ▪ Altered vehicles ▪ ... 	<ul style="list-style-type: none"> ▪ Delay in transport ▪ Delay of PuA
		> Full list see infra	> Full list see infra	> Full list see infra	> Full list see infra	> Full list see infra
DELAY	Maximum delay for submitting a claim	Until 3 working days after the delivery date Before driving more than 100 km since the auction	Until 3 working days after the delivery date Before driving more than 100 km since the auction	Until 3 working days after the delivery date Before driving more than 100 km since the auction	Until 3 working days after receipt of the original car documents	Until 3 working days after the delivery date
	Mandatory evidence and information	<ul style="list-style-type: none"> ▪ Departure CMR & final CMR (*), or COD ▪ Damage report ▪ Odometer status (*) remark below 	<ul style="list-style-type: none"> ▪ Diagnostic report from workshop or official dealer ▪ ID number of spare parts ▪ Prices of spare parts ▪ Odometer status 	<ul style="list-style-type: none"> ▪ Departure CMR & final CMR (*), or COD ▪ Odometer status 	<ul style="list-style-type: none"> ▪ Odometer status 	<ul style="list-style-type: none"> ▪ Odometer status
EVIDENCE	Additional evidence	<ul style="list-style-type: none"> ▪ Photos or videos ▪ External report from workshop or official dealer 	<ul style="list-style-type: none"> ▪ CMR/DR ▪ Photos or videos ▪ External report from inspection company (e.g. Dekra) 	<ul style="list-style-type: none"> ▪ Photos or videos ▪ External report from workshop or official dealer 	<ul style="list-style-type: none"> ▪ Photos or videos ▪ External report from workshop or official dealer 	<ul style="list-style-type: none"> ▪ N/A

(*) It is crucial for OPENLANE Europe NV 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 OPENLANE Europe NV 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 OPENLANE Europe NV organized the transport, OPENLANE Europe NV is liable for the possible compensation if all conditions are met. If you organized the transport on behalf of OPENLANE Europe NV, OPENLANE Europe NV 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 OPENLANE Europe NV, may be the subject of a claim.

1.2 Limitations and boundaries

Vehicle value	The maximum mileage of a vehicle for which a claim will be taken into consideration is 200.000 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).
Claim value	A claim for a sum of less than €200 will not be accepted.
Delay	The maximum amount of time to be taken to submit a claim is 3 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.
Mileage	The current mileage must be reported to OPENLANE Europe NV 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

Excluded body damages	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	Wear-and-tear damage to vehicle interior
	Small dents	Damaged or missing carpets
	Scratches on wing mirrors	Small stone impact on windows
	Scratches on alloy wheels	Broken light bulbs
	Unclean vehicle interior	Broken grill
Excluded vehicles or situations	<ul style="list-style-type: none"> • Claims for vehicles that were picked up too late (more than 14 working days after the official OPENLANE Europe NV Pick-up Authorization) • Claims for damaged and wrecked vehicles: vehicles sold as "Technical and body damages", "Specific body damages", "Wrecked cars" or "Accident cars". • OPENLANE Europe NV 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). 	

1.4 Mandatory evidence for body damages

Departure CMR (DCMR) or Final CMR (FCMR)	<ul style="list-style-type: none"> • 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 on the CMR as soon as they are noticed since 2 possible situations can occur: <ol style="list-style-type: none"> 1. If the body damage is mentioned on the departure CMR, the body damage already existed before, and consequently OPENLANE Europe NV is liable for the compensation if all conditions are met. 2. If the body damage is not mentioned on the departure CMR and the body damage is only mentioned on the final CMR, the body damage is considered to be caused during transport. <ul style="list-style-type: none"> • If OPENLANE Europe NV organized the transport, OPENLANE Europe NV is liable for the potential compensation (if all conditions are met). • If you organized the transport on behalf of OPENLANE Europe NV, OPENLANE Europe NV is not liable for the compensation since it is assumed that the transport company has caused the body damage. • If the vehicle is picked up by you or your representative using the COD, the damage must be mentioned on the OPENLANE Europe NV damage report and approved by an authorized pick-up location employee.
Damage report (DR)	<ul style="list-style-type: none"> • The damage report provided by OPENLANE Europe NV must be included in supporting the evidence for the claim. The DR allows to have the full view on the vehicle condition as it was auctioned: all fields in this document need to be completed and all additional claim-related annotations made during the pick-up must also be provided. It is mandatory that this document is stamped, dated and signed by an authorized pick-up location employee.
Odometer status	<ul style="list-style-type: none"> • A clear picture of the odometer needs to be provided.

1.5 Additional evidence for body damages

Photos or videos	<ul style="list-style-type: none"> • Any clear, photographic or video material that demonstrates or illustrates defaults may be included as evidence to support a claim.
External report	<ul style="list-style-type: none"> • 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. • The ID numbers and prices of spare parts that may be required should be included as part of this statement. • All external statements must reach us within one week of the submission of the claim. OPENLANE Europe NV does not compensate any costs related to acquiring additional supporting evidence material.
Additional inspection	<ul style="list-style-type: none"> • OPENLANE Europe NV 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.

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 and boundaries

Vehicle value	The maximum mileage of a vehicle for which a claim will be taken into consideration is 200.000 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).
Claim value	A claim for a sum of less than €200 will not be accepted.
Delay	The maximum amount of time to be taken to submit a claim is 3 working days from the delivery date (COD/CMR). Any claim submitted after the elapse of this period will not be taken into consideration.
Mileage	The current mileage must be reported to OPENLANE Europe NV 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

Excluded technical defects	Broken clutch (and bearings)	Dead/weak battery
	Broken dual mass flywheel	Malfunctioing 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	Malfunctioing air conditioning compressor
	Broken shock absorber(s)	Broken radio
Excluded vehicles or situations	<ul style="list-style-type: none"> • Claims for vehicles that were picked up too late (more than 14 working days after the official OPENLANE Europe NV Pick-up Authorization) • Claims for damaged and wrecked vehicles: vehicles sold as "Technical and body damages", "Specific body damages", "Technical damages", "Wrecked cars" or "Accident cars". • 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 • We 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). 	

2.4 Mandatory evidence for technical defects

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

2.5 Additional evidence for technical defects

CMR/DR	<ul style="list-style-type: none"> • Any technical defect mentioned on the CMR/DR, and stamped by the parking, adds a high degree of evidence to the case.
Photos or videos	<ul style="list-style-type: none"> • Any clear, photographic or video material that demonstrates or illustrates defaults may be included as evidence to support a claim.
Additional inspection	<ul style="list-style-type: none"> • OPENLANE Europe NV 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.

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 and boundaries

Claim value	Compensations for claims related to missing equipment are limited to 10% of the vehicle value (winning bid, excl. VAT and fees).
Delay	The maximum amount of time to be taken to submit a claim is 3 working days from the pick-up/delivery date (COD/CMR). Any claim submitted after the elapse of this period will not be taken into consideration.
Mileage	The current mileage must be reported to OPENLANE Europe NV 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

Excluded missing equipment	Missing antenna	Missing engine cover (or other covers)
	Missing hubcaps	Missing service book
	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.)	
Excluded vehicles or situations	<ul style="list-style-type: none"> Claims for vehicles that were picked up too late (more than 14 working days after the official OPENLANE Europe NV Pick-up Authorization) 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", "Technical damages", "Wrecked cars" or "Accident cars". 	

3.4 Mandatory evidence for missing equipment

<p>Departure CMR (DCMR) or Final CMR (FCMR)</p>	<ul style="list-style-type: none"> • 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"> 1. If the missing equipment is mentioned on the departure CMR, then it already existed before, and consequently OPENLANE Europe NV is liable for the compensation if all conditions are met. 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"> • If OPENLANE Europe NV organized the transport, OPENLANE Europe NV is liable for the potential compensation (if all conditions are met). • If you organized the transport on behalf of OPENLANE Europe NV, OPENLANE Europe NV is not liable for the compensation since it is assumed that the equipment has gone missing during transport. • If the vehicle is picked up by you or your representative using the COD, the missing equipment must be mentioned on the OPENLANE Europe NV damage report and approved by an authorized pick-up location employee.
<p>Odometer status</p>	<ul style="list-style-type: none"> • A clear picture of the odometer needs to be provided.

3.5 Additional evidence

<p>Photos or videos</p>	<ul style="list-style-type: none"> • Any clear, photographic or video material that demonstrates or illustrates defaults may be included as evidence to support a claim.
<p>External report</p>	<ul style="list-style-type: none"> • 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. OPENLANE Europe NV does not compensate any costs related to acquiring additional supporting evidence material. • The ID numbers and prices of spare parts that may be required should be included as part of this statement. • All external statements must reach us within one week of the submission of the claim.

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 and boundaries

Claim value	Compensations for claims related to wrong information are limited to 10% of the vehicle value.
Delay	The maximum amount of time to be taken to submit a claim is 3 working days from the 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.
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4.4 Mandatory evidence

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

Photos or videos	<ul style="list-style-type: none"> Any clear, photographic or video material that demonstrates or illustrates defaults may be included as evidence to support a claim.
External report	<ul style="list-style-type: none"> 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. The ID numbers and prices of spare parts that may be required should be included as part of this statement. All external statements must reach us within one week of the submission of the claim. OPENLANE Europe NV does not compensate any costs related to acquiring additional supporting evidence material.
Additional inspection	<ul style="list-style-type: none"> OPENLANE Europe NV 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.

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 and boundaries

Claim value	Compensations for claims related to 'Other' are limited to 100€.
Delay	The maximum amount of time to be taken to submit a claim is 3 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	<ul style="list-style-type: none"> • Delay in transport • Delay in Pick-up Authorization
Excluded vehicles or situations	<ul style="list-style-type: none"> • 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 file the claim?

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

Step 2: Submit your claim

To submit claims, the Claimant must first log into My account using their personalized OPENLANE Europe NV account and selecting “*Submit/adapt 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 must select the primary form of damage to the vehicle from the drop-down list. 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 2 working days

If the claim complies with OPENLANE Europe NV Terms and Conditions, it is handled by OPENLANE Europe NV 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 account under “My claims”. OPENLANE Europe NV 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 OPENLANE Europe NV. This period begins from the date that the OPENLANE Europe NV 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 OPENLANE Europe NV 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

- 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 OPENLANE Europe NV is always considered to have more authority. Therefore, any ambiguity caused by differences between the OPENLANE Europe NV 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 CRM Agent and have the vehicle details verified before placing a bid.
- OPENLANE Europe NV 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.
- OPENLANE Europe NV does not refund labor cost related to car reparations and local VAT.
- OPENLANE Europe NV cannot be held liable for costs or delays incurred due to the appearance of a vehicle in certain governmental databases, such as SIS II, SIRENE,...