



Had an accident?

Not at fault?

Need a car?

CONSEQUENTIAL LOSS

A Claim for Car Hire Costs

What you will need

1. Copy of your registration certificate and drivers licence.
2. Completed Consequential Loss Claim Form (*pages 2, 3 & 4*)
3. Copy of your insurance certificate confirming your basic policy excess.
4. Letter of need from you. (*See sample on page 6*)
5. Party at fault's claim number.
(*We can usually obtain the claim number on your behalf*)
6. Copy of Final or Adjusted Quote from your smash repairer.
(*we can usually obtain the quote on your behalf*)

Remember

You are legally entitled to recover reasonable costs incurred as a consequence of a motor vehicle accident from the party at fault.

P.O Box 387, NORTHBRIDGE NSW 2063

Phone: (02) 9967 3434 ~ Fax: (02) 9967 4807

Section 1 ~ PARTY NOT AT FAULT

Registered Owner Of Vehicle ~ (Company or Individual)

OWNER

Mr / Mrs / Ms / Other: Surname First Name

Company Name

Address

..... Postcode

Phone: Home (....) Work (....) Mobile

VEHICLE

Insured with? Policy/Claim No:

Registration Make/Model Colour Year

DRIVER

Mr / Mrs / Ms / Other: Surname First Name

Address

..... Postcode

Phone: Home (....) Work (....) Mobile

Date of birth: Lic. No Expiry Date

Section 2 ~ PARTY AT FAULT

Registered Owner Of Vehicle ~ (Company or Individual)

OWNER

Mr / Mrs / Ms / Other: Surname First Name

Company Name

Address

..... Postcode

Phone: Home (....) Work (....) Mobile

VEHICLE

Insured with? Policy/Claim No:

Registration Make/Model Colour Year

DRIVER

Mr / Mrs / Ms / Other: Surname First Name

Address

..... Postcode

Phone: Home (....) Work (....) Mobile

Date of birth: Lic. No Expiry Date

Section 3 ~ ACCIDENT DETAILS

Date of accident Time (am / pm) Vehicles towed? Your Vehicle Other Vehicle

Accident location

Did the Police attend the accident scene? Yes No Police Officer name

Was the above party charged? Yes No Station Event No

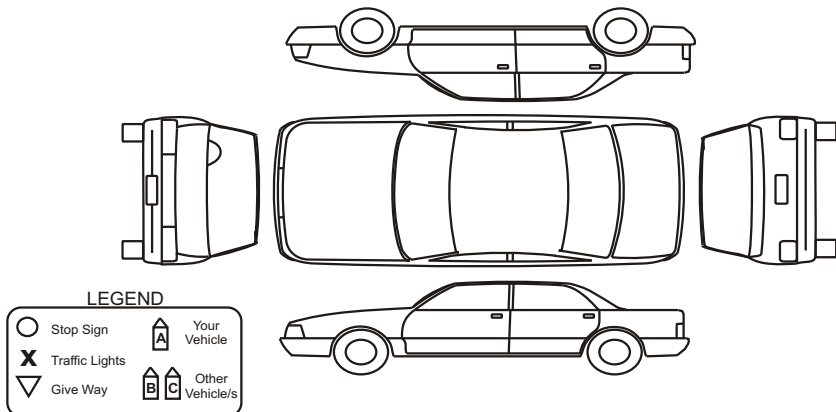
Brief description of the accident

.....

.....

In the space provided below, please draw a diagram of the accident using the legend provided. Show the direction of all vehicles involved in the accident and indicate where stop signs, traffic lights etc are positioned. Please also write the street names on the diagram.

On the picture below please shade where the damages occurred to your vehicle.



Section 4 ~ MITIGATING YOUR EXPENSES

What is your occupation?

Are you self employed? Yes No

Is your vehicle required in the course of your employment/business? Yes No

Is the owner of the vehicle registered to claim GST (Goods & Services Tax)? Yes No

If Yes, what percentage of ITC (income tax credit) can you claim?% What is your ABN?

Could your smash repairer supply a loan car? Yes No

Name of Smash Repairer

Has your vehicle been declared uneconomical to repair (total loss)? Yes No

Have you lodged a claim with your insurance company for the repairs to your vehicle? Yes No

Do you have car hire cover as part of your insurance policy? Yes No

What is the usual excess payable on your policy in the event of an "at fault" accident? \$ (this is required)

Do you understand the amount you will pay is a deposit only and is not the full cost of the car hire? Yes No

Section 5 ~ Terms & Conditions

Agreement To Recover Rental Costs

Definitions:

- "This Agreement" includes the form and details that are attached to this agreement.
- "MVACARS" means MVACARS Pty Limited (ACN: 114 214 489).
- "Rental Costs" means the invoiced amount detailed on the rental agreement supplied by the rental company.
- "Rental Agreement" means the agreement, including its terms by which the hirer/claimant undertakes to abide by in the use of the rental vehicle.
- "The Claimant" includes;
- (a) the person who hires the rental vehicle because his/her own vehicle was damaged in an accident.
- (b) the person who hires the rental vehicle as an agent of the owner of the vehicle damaged in an accident.
- "Reasonable Need" means that the claimant has a need for a vehicle to replace his/her damaged vehicle and that the need could not reasonably be satisfied by alternative means of transport.
- "Alternative means of transport" include among other things; public transport; second vehicle that was available for use.
- "Party at Fault" means the party who is held undisputably liable for the accident.
- "Rental Vehicle" means the vehicle that is hired/rented by the claimant to replace their damaged vehicle.
- "Recovery" means that MVACARS may use any method and process to recover the rental costs that are incurred by the claimant.
- "Reasonable Assistance" includes among other things:
- (a) Providing a statement to MVACARS or its agents.
- (b) Furnishing information and documents at the request of MVACARS or its agents.
- (c) Appearing in court to give evidence.

Terms:

I the undersigned claimant confirm I am the registered owner of OR authorised agent for the owner of the damaged vehicle for which I require a replacement vehicle.

I the claimant authorise MVACARS to act as my/our agent to organise the hire of a replacement vehicle for my/our use while my/our vehicle is being repaired/replaced. I authorise MVACARS to act to recover the rental costs of that replacement vehicle, and if necessary, to instruct solicitors to act in my/our name to recover such rental costs, including commencing legal proceedings if required. I further authorise MVACARS to sign any documents where it might be legal and appropriate to recover the rental costs. Upon recovery of the rental costs I authorise MVACARS to bank the recovered monies and pay the rental company any unpaid rental costs and reimburse my deposit as outlined below.

MVACARS discloses and the hirer acknowledges that MVACARS may receive a commission on the rental costs from the rental car company and is an independent entity to the rental car company.

I the claimant understand the rental vehicle is NOT free of charge and I am liable to pay the rental costs, unless MVACARS recover such costs in full from the party at fault's insurer.

I the claimant understand I will be required to pay a deposit and this deposit will be held by MVACARS until the rental costs have been paid in full, at which point the deposit will be refunded. The deposit may be used to cover any shortfall in the recovery of the rental costs. This deposit may be used to fund litigation in the small claims division of the local court if necessary.

I the claimant confirm the following: I was not at fault in the accident and this fact is not disputed
I have a reasonable need for the rental vehicle while my/our vehicle is being repaired/replaced.
My/our need for the rental vehicle could not be replaced by alternative means of transport.

I the claimant agree to provide whatever reasonable assistance is sought by MVACARS or its agents in the recovery of the rental costs.

I authorise MVACARS to obtain and/or disclose personal information, that may reasonably necessary to recover the rental costs. I further authorise this information to be used where it may be reasonably necessary to assist in the recovery of other claimants of rental costs.

Termination of this agreement if the claimant:

1. Provides misleading or false information to MVACARS.
2. Has not acted in utmost good faith towards MVACARS.
3. Signs any release forms without first consulting with MVACARS.
4. Breaches any of the terms and conditions of this agreement.

If MVACARS terminates this agreement, the claimant will be fully responsible for the rental car costs.

If the claimant terminates this agreement, the claimant will be fully responsible for the rental car costs.

I the claimant supply all the information contained in this document under the belief that it is the truth to the best of my knowledge and hereby state I have read and understand the terms and conditions detailed above.

Claimant Signature _____ Dated _____

Criteria

In order to approve your claim within minutes the following criteria should be met.

1. Is the party at fault actually insured?
2. Has the party at fault lodged a claim?
3. Does the party at fault's insurer accept their client is at fault?

We will contact the party at fault's insurer to confirm the above information upon receipt of this claim form.

If the answer is no to any of the above questions, it does not mean you are not entitled to recover car hire costs. It means it may take longer to authorize the claim and/or may reduce the chance of a full recovery.

Costs

Costs! Do you really need a replacement vehicle?

You may be required to pay a deposit on the car hire costs. The amount of the deposit is calculated on a sliding scale, based on length of repairs to your vehicle. Please ask our representative regarding the amount of the deposit.

The deposit will be refunded to the hirer/claimant when the full amount of the car hire costs have been recovered from the party at fault's insurer. Recovery time varies from insurer to insurer and/or if there is a dispute in relation to the claim.

The deposit is at the discretion of MVACARS PTY LIMITED and no claim will be made against the party at fault or their insurer until the deposit is paid*.

The Letters

Please see sample letter on page 6, this letter should outline the normal uses of your vehicle on a daily/weekly basis for both employment and/or personal needs.

If you are employed a letter from your employer on business letterhead should simply confirm you are employed by the organization and your role.

If you are self employed, you will only require a single letter on business letterhead outlining your need/use for the replacement vehicle. (See sample letter on page 6)

*Special arrangements are available for clients who are impecunious (*financial hardship*).

Date

To : ABC Insurance Company



To Whom It May Concern

We are / I am the owner of the vehicle registered ABC 123 which was damaged in the accident on 01 January 2006.

The accident was a result of your client's negligence and we are seeking to recover the costs of a replacement vehicle for the period our car is to be repaired.

I/We require a replacement vehicle because..... *(advise personal circumstances such as some examples below)*

- My workplace is over 40 kilometres from my home and there is no suitable public transport available.
- I am self employed and require the vehicle to operate my business.
- Public transport and taxis are unsuitable because?
- It is a condition of my employment I have access to a motor vehicle.
- I work irregular shifts and public transport is not available at the times required.
- I use my vehicle in the course of my employment and I have enclosed a letter from my employer to verify this. *(if this is the case give some detail about what your employment is and what exactly you use the car to do on a daily basis)*
- I have to make several trips each day transporting my children to school, after school activities.
- I/we attend church every Sunday.
- I/we are committed to a team sport after hours and/or weekends
- I/we require a vehicle on weekends also because... *(must explain this)*
- I/we work 7 days per week or work on weekends from time to time.
- I/we are on call as part of our employment
- I am incapacitated or have an injury that requires me to drive rather than use other modes of transport.
- I am undergoing physiotherapy etc etc.
- I/we have a relative that relies on me/us for transport as they have no vehicle or are incapacitated in some way.
- The basic excess on my insurance policy is \$? *(THIS LINE MUST BE INCLUDED IN YOUR LETTER IF YOU ARE INSURED)*
- My repairer is unable to supply a loan car.
- I/we do not have car hire cover in my policy.
- I/we cannot borrow a vehicle from friends or family.

I am aware that I am entitled to this reimbursement and expect to be reimbursed in full for the replacement vehicle costs.

I have mitigated my expenses and should you have any questions please contact my recovery agent MVACARS Pty Limited on (02) 9967 3434.

Yours faithfully

Mr & Mrs Inconvenienced