



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 RTA Certificate of Registration and Drivers Licence.
2. Completed Consequential Loss Claim Form (*pages 2, 3 & 4*)
3. Letter of need from you. (*See pre-written version on last page*)
4. Your policy document showing your own vehicle excess
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: 1300 914 969 ~ Fax: 1300 924 969**

# Section 1 ~ PARTY NOT AT FAULT

*Registered Owner Of Vehicle ~ (Company or Individual)*

## OWNER

Mr / Mrs / Ms / Other: ..... Surname ..... First Name .....

Company Name .....

Address .....

Email ..... Postcode .....

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

## VEHICLE

Insured with? ..... Policy/Claim No: ..... Your policy excess: \$ .....

Registration ..... Make/Model ..... Colour ..... Year .....

## DRIVER

Mr / Mrs / Ms / Other: ..... Surname ..... First Name .....

Address .....

Email ..... 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) Was your vehicle towed?  <sup>Y/N</sup> How many vehicles involved?

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.



**LEGEND**

- Stop Sign
- Traffic Lights
- Give Way
- A** Your Vehicle
- B** **C** Other Vehicle/s

# Section 4 ~ OTHER INFORMATION

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

What date is your vehicle booked in for repairs? \_\_\_\_\_ (Write: NOW if already in repair shop)

Is your vehicle insured?  Comprehensively  Third Party Property Only  Uninsured

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

Do you understand you maybe require to pay a deposit? Yes  No

# Section 5 ~ Terms & Conditions

**Signature  
Required  
Below !!**

## 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 assist and/or recommend 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.

I the claimant agree to pay MVACARS a fee of \$100 for their recovery services upon recovery of the rental vehicle costs.

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

I the claimant understand I am liable to pay interest on the rental vehicle costs calculated from date of invoice at 4.0% higher than the last cash rate published by the Reserve Bank of Australia.

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, interest and recovery fee outlined above.

If the claimant terminates this agreement, the claimant will be fully responsible for the rental car costs, interest and recovery fee outlined above.

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

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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

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### ***Costs! Do you really need a replacement vehicle?***

You may be required to pay a deposit on the car hire costs. The deposit is \$100 for rental periods 7 days or less and \$150 for rental days over 7 days.

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 Letter

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You will require a letter outlining why you need a replacement vehicle.

You may choose to write your own letter OR you can use the pre-written letter on the last page.

Ideally, self-employed or business owned vehicles should have the letter on business letterhead, however this is not crucial.

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

## To Whom It May Concern

I am the owner of the vehicle registration plate \_\_\_\_\_ which was damaged in the accident on \_\_\_\_\_ . (accident date)

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 my vehicle is to be repaired.

I have ticked some of the reasons below why I require a replacement vehicle whilst I have lost the use of my own vehicle.

- I require a motor vehicle for commuting to and from work.
- It is a condition of my employment I have access to a motor vehicle.
- In the course of my employment I require a motor vehicle.
- I work irregular shifts and public transport is not available at times required.
- I work on weekends.
- I sometimes work on weekends.
- My employment requires me to be on call.
- Public transport is not suitable for my needs.
- Public transport is not available in the area I live or not easily accessible.
- I am self employed and require a vehicle to operate my business.
- I am required to transport my children/child to and from school each day.
- I transport my children/child to after school activities.
- I transport my children/child to weekend activities.
- I attend church or other religious venue on weekends.
- I volunteer my time to an organisation on a weekly basis and require a vehicle for transportation.
- I or my children are a member of an organisation that relies on my vehicle for transportation.
- I am committed to a team sport after work or on weekends.
- I have an injury or incapacitated in some way which requires me use a motor vehicle.
- I am undergoing medical treatment and a motor vehicle facilitates access to this treatment.
- I have a relative that relies on me for transport on a regular basis.
- I have a relative that is injured or incapacitated in some way and relies on me for transport.
- I cannot borrow a vehicle from my friends or family.
- My vehicle is comprehensively insured.
- My vehicle is third party covered only.
- My vehicle is uninsured.
- I do not have car hire cover in my insurance policy.
- My smash repairer is unable to supply a loan car.
- My vehicle was towed from the accident scene.
- My vehicle was driveable, but not legally roadworthy.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This letter is in justification of my need to hire a replacement vehicle during the period I have lost use of my own. I am aware of my entitlements and expect full reimbursement of these costs. If you have any questions concerning my claim please contact my recovery agent MVACARS Pty Limited on 1300 914 969.