



independent accident management

Fax : (02) 6675 0887 Email : contact@carsclaims.com.au

Phone : 1300 CLAIM 1 Website : www.carsclaims.com.au

Your Car

Driver

Name : Mr / Mrs / Ms _____ Email : _____

Address : _____

Suburb : _____ Postcode : _____

Phone : (Bus) _____ (Home) _____ (Fax) _____

Owner

Name : Mr / Mrs / Ms _____ Email : _____

Address : _____

Suburb : _____ Postcode : _____

Phone : (Bus) _____ (Home) _____ (Fax) _____

Repairer

Address : _____

Phone : _____ (Fax) _____

Insurance Details

Company Name : _____

Claim Number : _____

Vehicle Details

Make : _____ Model : _____ Year: _____ Reg No : _____

Other Car

Driver

Name : Mr / Mrs / Ms _____ Email : _____

Address : _____

Suburb : _____ Postcode : _____

Phone : (Bus) _____ (Home) _____ (Fax) _____

Owner

Name : Mr / Mrs / Ms _____ Email : _____

Address : _____

Suburb : _____ Postcode : _____

Phone : (Bus) _____ (Home) _____ (Fax) _____

Repairer

Address : _____

Phone : _____ (Fax) _____

Insurance Details

Company Name : _____

Claim Number : _____

Vehicle Details

Make : _____ Model : _____ Year: _____ Reg No : _____

Hire Car Required

Yes : No : Reason for hired car : _____

Additional Information

Place Of Accident








Street : _____ Suburb : _____

Day & Date : _____

Detailed Description Of Accident

Details : _____

Diagram of Accident

Your Car		Stop way sign	
Other Vehicle		Give way sign	
Street & Intersections		Red Light	
Green Light			

Witness

Name : _____ Phone : _____

Address : _____

Injuries

Has the driver or passengers been injured in this accident? Yes : No :

Police Report

Did police attend Yes : No : Report / Event Number : _____

Was matter reported to police Yes : No : Date Incident Reported : _____

Officers Name : _____ Station : _____

AUTHORITY TO ACT AND AUTHORITY TO RECEIVE

I, (full name) _____ (Claimant) Of (address) _____

hereby nominate CARS Accident Management ("**CARS**") to act on my behalf and if necessary to instruct State Lawyers Pty Ltd ("**State Lawyers**") and/or any other nominated legal representative to act on my behalf to recover the loss ("**Loss**") as defined that I suffered as a result of the motor vehicle collision on _____ (Date of accident) ("**Accident**").

I declare that I am the claimant as defined in the agreement or am authorised to sign on their behalf.

By signing this Agreement, I confirm I have read, understood and consent to be bound by the terms and conditions as outlined below and continued on page 2.

Signature: _____

TERMS AND CONDITIONS

1. General

I confirm, I have not relied on any promise, representation, inducement or conduct made by any person or business prior to entering this Agreement other than that which is expressly set out in this Agreement. I understand CARS relies on this warranty before consenting to be bound by obligations outlined in this Agreement and agreeing to act on my behalf.

In the course of acting on my behalf, I hereby authorise CARS to instruct State Lawyers Pty Ltd and/or any other nominated legal representative to do the following:

- a) Make all reasonable enquiries relating to my loss to implicated or interested parties including, but without limitation to, the third-party and/or the third-party insurer.
- b) File and conduct legal proceedings on my behalf and in my name;
- c) Enter into a costs agreement on my behalf and/or act as a third party payer where applicable.
- d) To use the personal information I provided to CARS either verbally, in writing and/or set out in the CARS Claim Form to assist in recovering my loss;
- e) Prepare documents on my behalf including, but not limited to: statements, affidavits or any other evidence relevant to, and required for, the purposes of litigation or the settlement of my claim; and
- f) Release other parties from liability on my behalf by way of deed or consent orders.

2. Obligations on Claimant

I consent to CARS or the nominated legal representative to contact me as often as necessary to assist with enquiries regarding my claim. I confirm I will follow and fully cooperate with all reasonable requests in a timely manner and to the best of my ability.

I declare that all information I provide to CARS or any other nominated legal representative either verbally, in writing and/or set out in the CARS Claim Form regarding the motor vehicle accident I was involved in is true and correct to the best of my knowledge and belief.

Throughout the duration of this agreement, I confirm I **will**:

- a) Act in the best interests of CARS or the nominated legal representative;
- b) Be truthful in all information I provide to CARS or the nominated legal representative;
- c) Provide information or documents at the request of CARS or the nominated legal representative;
- d) Provide a signed statement or affidavit to CARS or the nominated legal representative, if necessary;
- e) Attend court as a witness when required.

Throughout the duration of this agreement, I confirm I **will not**:

- f) Make any admission of liability in respect to the accident to any person or business;
- g) Release, by signing a form or otherwise, the other party from compensating the loss suffered; or
- h) Negotiate with any insurance company, person, business, lawyer, or related or interested entity regarding the settlement figure to be awarded to me in compensation for my loss.

3. Diminished Value (DV)

- a) As my vehicle now has an accident history, I understand that I may have suffered loss due to the diminished market value of my vehicle. DV may not apply in all cases and I understand that recovery of DV on my vehicle is at the sole discretion of CARS and this agreement in no way binds CARS to recover or even claim DV for my vehicle.
- b) I hereby authorise CARS to assist in recovering the diminished value of my vehicle and instruct any legal representative to recover, the amount my vehicle has diminished in value as the direct result of the accident.
- c) For the recovery of DV, I understand that CARS will charge an additional \$2,500.00 plus GST plus any disbursements including the cost of any expert report which can cost up to \$5,500 (GST Inclusive) which will be obtained from an independent third-party expert assessment company. I understand any fees and charges for the recovery of DV will be deducted from the recovered amount at the end of the claim. Any additional payment received less any costs or disbursements incurred will be paid to me.

4. Bar to Further recovery

- a) I understand any recovery completed by CARS or the nominated legal firm will extinguish future rights or entitlement to any future claims.
- b) Any additional claims that I wish to recover must be placed in writing to CARS within 14 days of this agreement. Failure to advise of other relevant loss may result in an inability to claim the loss in the future.

5. Authority to Receive

I understand that as part of procedure of authorising CARS or any other nominated legal representative to act on my behalf to recover any loss due to the motor vehicle accident, CARS or any other nominated legal representative will receive a settlement cheque or EFT payment in my name when the claim or matter has been finalised.

I hereby authorise CARS or the nominated legal representative to receive any settlement monies to be paid to me by way of verdict, award or agreement. I further authorise CARS or any other nominated legal representative to bank relevant payments made out in my name into CARS.' nominated account.

6. Receipt of Payment

I confirm that should I receive any payment directly from an insurer or third party directly related to this claim I will

forward the entire payment to CARS within 48 hours by cheque or EFT.

7. Disbursements

I hereby authorise CARS and/or State Lawyers and/or any other nominated legal representative to pay from CARS'. nominated account any monies on my behalf to any person or business who is owed money arising from the claim or matter. Such persons or businesses include, without limitation, the repairer of my vehicle and, where applicable, the hire car company used to ascertain a replacement vehicle whilst my vehicle was being repaired or any other related third party. I further consent to any fees payable to CARS being paid from CARS.' nominated bank account.

8. Termination

I understand and acknowledge this agreement is irrevocable. I acknowledge CARS reserves the right to terminate this Agreement with immediate effect at its absolute discretion, without notice and for any reason. I understand if I breach the terms and conditions expressed within this Agreement or attempt to terminate this agreement CARS at its sole discretion can cease all dealings with me. I understand should this occur, I am personally liable for all costs associated with this claim and any recovery costs accrued by CARS and legal costs completed by any other nominated legal representative whom have acted on my behalf. Any termination of this Agreement shall be without prejudice to any rights which either party may have against the other arising out of or connect with this agreement.

9. Definitions

- a) Without limitation, "Loss" includes: Cost of repairs; Car hire charges; Expert report costs; Towing; Legal costs; Demurrage; Diminished Value.
- b) "Accident": the motor vehicle collision described in the CARS claim form.
- c) "Claim": any insurance claim resulting from the accident.
- d) "Claimant" refers to:
 - i. if the driver is not at fault for the Collision, the owner of the vehicle; or
 - ii. if the driver is at fault for the Collision, the policy holder lodging an insurance claim.
- e) "Agreement": this agreement of Authority to Act and Receive.