Dear {{client\_name}}

Firstly, we thank you for instructing CC Response to deal with your claim.

I can confirm that your damaged vehicle is now in safe storage at our Stockport based indoor facility and will shortly be inspected by our motor engineer. We should be in receipt of a completed engineers damage report sometime in the next couple of days, at which point we will contact you confirming its content.

Once you are happy with this report it will be sent off to the other side’s insurance company along with a formal claim notification informing them that we believe their driver to be at fault for the incident and we are holding them/the insurer fully responsible for all the subsequent damage and the cost to rectify. The insurers are often inundated with claims and will usually authorise repairs within 3 or 4 weeks, but this may vary dependant on circumstances.

Once the repairs have been authorised, we will order the necessary parts and the repairs will be carried out by one of our approved local repairers. Once the repairs are complete, we will return your vehicle and collect the hire vehicle. If your vehicle is deemed a total-loss, then the insurers will simply send a cheque for the agreed value of your car. This will be sent in your name via our offices.

In the meantime there are some important documents which we will require to process your claim efficiently, please send these via SMS/Whatsapp to 07769324284 or email clear images of them to [claims@ccresponse.co.uk](mailto:claims@ccresponse.co.uk)

**Documents required:**

* Image of front and inside of V5 Logbook for your vehicle
* Image of front and back of your driving licence
* Image or copy of your insurance certificate

If you have any further questions regarding the above or the process, then please do not hesitate to contact us and we will be happy to answer any questions you may have

Sincerely,

**Tom Carroll**

CC Response Ltd | Claims Department

ABI General Terms of Agreement Mitigation Questionnaire/Statement of Truth

|  |  |  |  |
| --- | --- | --- | --- |
| **Ton be completed by CHO** | | | |
| Name: | | CC Response NW Ltd | |
| Date | | {{current\_date}} | |
| Ref | | {{client\_vrn}} | |
| Tel: | | 01616390141 | |
| Email: | | Claims@ccresponse.co.uk | |
| We attach a copy of the new claim advice form previously submitted, where it contains any additional information which was not available at that time. | | | |
|  | | | |
| **To be completed by customer** | | | |
| **Prior to agreeing to enter into the hire agreement my duty to keep my losses to a minimum have been explained to me and (Please tick as appropriate)** | | | |
| **1.** | I had not received an offer for a replacement vehicle from the at-fault insurer. | |  |
| **OR** | | |  |
| **2.** | I did receive an offer of a replacement vehicle but did not accept it because ……………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………… | |  |

|  |  |
| --- | --- |
| I understand that if I choose to hire on credit, I am personally liable for paying for the hire costs which I would not have incurred had I been offered and accepted a suitable courtesy vehicle from my own motor insurer or legal expenses insurer |  |
| I need to hire a vehicle because  I believe my own vehicle is unroadworthy and/or unusable and I understand temporary repairs are impractical or uneconomic. |  |
| I do not have another suitable vehicle available to me, either being my own or through my immediate family. |  |

|  |
| --- |
| **Complete if non-standard insurance risk** |
| **I understand I am classified as a non-standard driver for insurance purposed because (please tick as appropriate):** |
|  |

**I have read and understood the above and I believe that the answers I have given are true**

Signed:……………………………………………………….

Name in Block Capitals: {{client\_name}}

Date: {{current\_date}}

Storage Mitigation Mandate

|  |  |
| --- | --- |
| **Client Details** | |
| Name: {{client\_name}} | |
| Address: {{client\_address}} | |
| Contact Number: {{client\_phone\_number}} | |
| Date of Birth: {{client\_date\_of\_birth}} | |
|  | |
| **Vehicle Details** | |
| Make/Model: {{client\_vehicle\_make}} / {{client\_vehicle\_model}} | |
| Registration: {{client\_vrn}} | |
| Storage Facility: Stockport | |
| Date of Accident: {{accident\_date}} | |
| Date in: {{storage\_from}} | Date Out: {{storage\_to}} |
| Days in Storage: {{days\_in\_storage}} | Rate Per Day £: {{storage\_fee\_per\_day}} |
| Recovery Charge: £ {{recovery\_amount}} | Total Amount: £ {{total\_storage\_amount}} |
| **My duty to keep my losses to a minimum and in particular:**   1. If I do not need to keep my vehicle in storage, then I should not do so 2. If I have another suitable free storage facility available to me, either being my own or through immediate family, I should use it rather than use a storage facility on a credit basis   I understand that if I choose to keep my vehicle in storage on a credit basis scheme, I am personally responsible for paying storage costs which I would not have incurred had I used a storage facility available at no cost.  I have fully read and understood the above and wish to proceed with keeping my vehicle in storage on a credit base scheme. | |
| **SIGNED BY CLIENT:** | |
| **SIGNED BY REPRESENTATIVE:** | |

**NOTICE OF RIGHT TO CANCEL**

**Date: {{current\_date}}**

You, {{client\_name}}have the right to cancel this contract if you wish. This right can be exercised by delivering, or sending notice to, CC Response at any time within the period of 14 days starting with the receipt of this notice. The notice of cancellation is deemed to be severed as soon as it is posted or sent or in the case of electronic communication from the day it is sent. If work on the above contract has begun, with your written agreement, before the end of the cancellation period, you may be required to pay for any goods or services supplied.

You may use the cancellation form provided below only if you wish to do so.

**Please Initial to confirm receipt of this notice**…………….

If you wish to cancel the contract you must do so in writing and deliver personally or send (which may be by electronic mail) to the person named below. You may use this form if you want to but do not have to.

Complete, detach and return this form (Only if you wish to cancel the contract) if you wish to cancel then the vehicle should not be used after notice is given and be available for collection.

To: Mollie Gallagher, CC Response, Unit 2, West Street, Stockport, SK3 0DF Or Email to: [claims@ccresponse.co.uk](mailto:claims@ccresponse.co.uk) or [tom@ccresponse.co.uk](mailto:tom@ccresponse.co.uk)

I ......................................................................, hereby give notice that I wish to cancel my contract.

Signed…………………………………………

Name………………………………………….

Address………………………………………………………………………………………………………...

Date……………………………………………

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Short Term Rental Agreement**  Period of agreement not to exceed 89 days.  Vehicle not to be used outside England, Scotland and Wales without the prior written consent of the Lessor. | | | | | | | | |  | | | | | | |
| Hirer: {{client\_name}} | | | | | | | | |  | | | | | | |
| Agreement Ref: {{client\_cc\_ref}} | | | | | | | | |  | | | | | | |
| **Hirer** | | | | | | | | | | | | | | | |
| **Name:** | | | {{client\_name}} | | | | | | | | | **DOB:** | | {{client\_date\_of\_birth}} | |
| **Address:** | | | {{client\_address}} | | | | | | | | | | | | |
| **D.Licence No:** | | | {{client\_license\_number}} | | | | | | | | | | | | |
| Additional Driver: | | | | | | | | | | | | | | | |
| **Additional Driver Name:** | | | {{driver\_name}} | | | | | | | | | **DOB:** | | {{driver\_dob}} | |
| **D.Licence No:** | | | {{driver\_license\_number}} | | | | | | | | | | | | |
| **Authorised By:** | | |  | | | | | | | | | | | | |
| **Hire Vehicle Details & Charges** | | | | | | | | | | | | | | | |
| **Vehicle Reg:** | | | {{hire\_vrn}} | **Make/Model:** | | | | | {{hire\_mk}}/{{hire\_md}} | | **Group Charged:** | | |  | |
| **Daily Rate:** | | | £{{hire\_charge\_per\_day}} | CDW: | | | | | £{{cdw\_per\_day}} per day | | **Total Max Daily Rate:** | | | £{{tmdr}}/CR: £{{tmdrc}} | |
| **Insurance Proposal (If using Lessor Insurance)** | | | | | | | **YES** | **NO** | **Hirers Own Insurance (Complete if using Hirers Own Insurance Policy)** | | | | | | |
| **A** | Have you been convicted of any motoring offence during the past 5 years or had your licence suspended during the past 3 years or do you have any prosecution pending | | | | | | **Close** | **Close** | **Insurer Policy No: ………………………………………..…..**  I confirm that my own motor insurance policy will cover the hire vehicle with comprehensive cover for the duration of the hire.  Signature of Hirer:…………………………….….. Date: ………….…... | | | | | | |
| **B** | During the past 3 years had an accident/loss in connection with any motor vehicle? | | | | | | **Close** | **Close** |
| **C** | Have you or any additional driver had a proposal declined, a policy cancelled, or renewal refused, been required to pay an increased premium or had any special conditions imposed by any motor insurance? | | | | | | **Close** | **Close** |
| **D** | Do you suffer from: Diabetes, Epilepsy, Heart Condition or any other physical infirmity which could impair your ability to drive? | | | | | | **Close** | **Close** |
| The driving of the hired vehicle will be limited to the Hirer unless an additional driver details have been completed and authorised on behalf of the company.  Note: You must vie full and true answers to all the questions above. If you do not do so, your insurance cover may not protect you in the event of a claim.  DECLERATION: Please read this declaration carefully before signing. I/We hereby apply for a contract of insurance and I/We undertake that the particulars in this proposal are true to the best of my/our knowledge and belief and that I/we undertake that the motor vehicle described below will not be driven by any person who to my/our knowledge has been refused any motor vehicle insurance or continuance thereof. This proposal and declaration shall be the basis of the said contract of insurance, which i/we agree to accept, subject to the terms, exceptions and conditions expressed therein. | | | | | | | | | **Statement of Liability** | | | | | | |
| I hereby acknowledge that during the currency of the hiring agreement I shall be liable as the owner of the vehicle let to me thereunder in respect of:- (a) Any fixed penalty offence or contravention committed in respect of that vehicle under Part III of the Road Traffic Offfenders Act 1988: and (b) Any excess parking charge which may be incurred in respect of that vehicle in pursuance of an Order under Section 45 and/or 46 of the Road Traffic Regulation Act 1984: (c) Any penalty charge incurred under the Road Traffic Act 1991. I also acknowledge that this liability shall extend to any other vehicle let to me under the same hiring agreement and to any period which the original period of hiring may be extended. | | | | | | |
| Signature of Hirer: | | **Close** | | | Date: | {{hire\_start\_date}} | | | Signature of Hirer: | **Close** | | | Date: | | {{hire\_start\_date}} |
| **Hire Dates** | | **Dates** | | | **Times** | | | | **Declaration** | | | | | | |
| HIRE START DATE: | | {{hire\_start\_date}} | | |  | | | | I hereby agree to hire the above vehicle on the terms & Conditions provided in conjunction with this agreement on page 2 of 3 and by signing I am entering into a contractual agreement and agree to be bound by its terms. I acknowledge receipt of the notice of my right to cancel the agreement set out in page 3of3 of this agreement. I wish the performance of this contract to begin before the expiry of the cancellation period. I understand that if I cancel this agreement within the cancellation period I shall become immediately liable to pay for all the goods and services that were supplied in accordance with this agreement before the cancellation. | | | | | | |
| DUE BACK DATE: | | {{hire\_due\_back\_date}} | | |  | | | |
| HIRE END DATE: | | {{hire\_end\_date}} | | |  | | | |
| Signature of Hirer: | Close | | | Date: | | {{hire\_start\_date}} |
| ‘This is an Exempt Consumer Credit Act Agreement under Article 3(1)(a) of the Consumer Credit (Exempt Agreements) Order 1989 | | | | | | | | | | | | | | | |

|  |
| --- |
| Hirer: {{client\_name}} |
| Agreement Ref: {{client\_cc\_ref}} |

**Conditions of Hire**

A For the purpose of this agreement CC Response Nw Ltd is referred to as We, Us Our B. You, Your, Hirer means the person, firm or organisation by or on behalf of whom this agreement is signed. C. "Authorised Driver'' means the driver(s) additional to You, approved as specified to Us. D. Parties - You and Us

1. You will ensure that any authorised driver will comply with all the conditions as set out in this agreement.
2. We agree to rent and You agree to take the vehicle described overleaf on the conditions set out in this agreement
3. You undertake to return the vehicle in a clean condition with all tyres, tools, radio and other accessories in the same condition as when received, ordinary wear and tear excepted, to the place and on the date set down overleaf
4. You are responsible for all damage caused by misuse or negligence, and for all tyre repairs or replacements, and for any broken windows and lights and for any damage to the interior of the vehicle
5. Where the hire is consequent upon the Your own vehicle being unroadworthy as a result of a road traffic accident and a claim for damages is being or is to be pursued against the third party alleged to be liable, You agree to pay the Us in one single payment, either at the conclusion of the action, or in any event within a period not exceeding 11 months beginning with the date of this agreement, all rental and other charges together with Value Added tax, local and other taxes payable in respect of the said charges The deferral of payment is made without any interest and without any other charges linked to the provision of the deferral or payment
6. The period of hire, the subject of this agreement shall not exceed 89 days, starting with the date of commencement of the rental period
7. The daily rate charged for the hire vehicle including ex1ras is set out on Page 1 of the Hire Agreement and as published in Our rental tariff at the commencement of hire
8. Except where condition (5) applies, You will pay to the Us on demand all charges due under this agreement, plus VAT at the rate appropriate at the time of the hire
9. If You do not arrange Your own fully comprehensive insurance the We will arrange fully comprehensive cover subject to an excess as stated overleaf The excess may be set aside by the additional payment of a Collision Damage Waiver (CDW). It is a requirement of the policy that every accident no matter how minor, involving the vehicle is reported at once to the Lessor and that the accident report form must be completed within 24 hours. You or any authorised driver will:
10. Obtain the names and addresses of the third party and any witnesses
11. Make no admission of liability
12. Deliver to the Us all summonses, writs and documents received
13. Not aid or abet any claimant but co-operate fully
14. with Us and the insurance company in the investigation and defence of any claim,
15. You will at Our request do all required by Us and permit his name to be used by Us for enforcing any rights or remedies against the parties in connection with the vehicle
16. Where You have indicated on the hire agreement that You are to provide Your own insurance cover on the hire vehicle, then the following provisions will apply,
17. You agree to insure the hire vehicle until ii is returned to the Us in its full value, against loss or damage (including windscreen damage) by accident fire or theft, under a comprehensive policy of insurance with an insurance company of repute. You will ensure that the hire vehicle is added to Your policy of insurance and at Our request, supply full details of the insurance company to the Us ,
18. You shall not use or permit the vehicle to be used in contravention of the terms and conditions of the policy and shall procure that any compensation under the said policy of insurance is paid directly to the Us.
19. If You effect insurance which is not comprehensive or if for any other reason the amount paid by Your insurance shall be less than the loss or damage (whether direct, indirect or consequential) suffered by the Us, then You shall pay the Us the difference
20. You shall compensate the Us in full on demand for any loss We suffer as a result of any damage, fire or theft to or or the vehicle for the period the hire vehicle shall remain unavailable for rental or in the case of a total loss, until cleared funds are received in respect of the full value of the hire vehicle
21. The vehicle will not be used:
22. For the carriage of passengers or property for hire or reward
23. For racing, pace making, reliability trials, speed testing or driving instruction
24. To propel or tow any other vehicle or trailer
25. In violation of the provision of any act, order or regulation affecting the use, loading or condition of the vehicle or for any illegal purpose
26. Outside the United Kingdom Mainland without express agreement in writing of the Lessor.
27. The vehicle will not be driven by any person:
28. Other than the You or an authorised driver
29. Who is under the age of 18 or over the age of 70 (unless driving on Your own insurance)
30. Who has not held a valid driving licence for a minimum period of 1 Month
31. Who has any condition or is under the influence of alcohol or any substance which may impair their ability to drive
32. You will immediately inform the Us of any fault in the vehicle and will not use the vehicle whilst it is in an unroadworthy condition
33. We accept no responsibility for delays and/or consequential losses from breakdown or from any other circumstances
34. We will not waive any rights under this agreement except in writing signed by a duly authorised representative
35. If for any reason the vehicle described overleaf, or any other vehicle from time to time being the subject matter of this agreement, shall become unroadworthy for whatsoever reason, We shall have the right at Our discretion, and not otherwise, to replace the vehicle with an alternative vehicle of similar seating capacity and performance, but if no such alternative vehicle is available or, if the Lessor shall decline to provide an alternative vehicle, then there shall be credited to the customer such of any hire charges paid by him as represents the unexpired portion of the hire period, You shall have no other claim whatsoever against the Us.
36. We may terminate the Rental Period immediately if in our opinion you will be unable to recover any of the ongoing Hire Charges from the Third Party
37. We may terminate this agreement immediately if (a) We believe You have given Us or the Appointed Representative any information about the Accident or the Claim which is false or misleading in any significant respect; or (b) We believe You have breached the terms of this agreement in any significant respect
38. Where We terminate this agreement under clause 4 8: (a) any unpaid Hire or Repair Charges become due and payable immediately; (b) You must return the Hire Vehicle immediately; (c) We may take any lawful step to recover the Hire Vehicle from You and You will meet Our expenses in doing so; (d) You authorise Us to enter on to private property to effect recovery of the Hire Vehicle; (e) We may instruct the Bodyshop to stop any work in progress on Your Own Vehicle; (f) We may retain or instruct the Bodyshop to retain Your Own Vehicle until all of the Total Charges have been paid
39. It is not permitted to use a mobile phone whilst driving this vehicle Should You be involved in an accident whilst on a mobile phone You will be liable for the full repair costs regardless of signing for either the Excess option or the CDW option
40. You shall allow Us and Our representatives from time to time to inspect and test the vehicle and for this purpose, including repossession of the vehicle, to enter any premises where the vehicle may be You shall be responsible for the cost of any damage or cost reasonably incurred by the Us or its representatives in pursuing the aforesaid
41. Breakdown service: - Please Note - Breakdown cover is in respect of mechanical/electrical breakdown ONLY Incidents such as loss of keys, lock outs, running out of fuel, punctures etc are not covered and will be subject to a surcharge
42. Fuel:- please Note - cars must be returned with the same amount as stated on the delivery & collection form otherwise you will be subject lo replacement fuel charged at £1 60 per litre Failing to pay this with 14 days will result in a £50 administration fee being added to the cost of fuel
43. You will lake reasonable care in ensuring the vehicle is secure when left unattended, We accept no responsibility for theft of personal belongings from the vehicle whilst ii is in Your custody.
44. Smoking as defined by the 'Health Act 2006' is prohibited in any vehicle owned by the Us, Should smoking have taken place in the vehicle during the hire period, You shall be liable to a valeting charge of £50.
45. Should any parking charges, fixed penalty notices or congestion charge be received by Us, You will become liable for an administration surcharge or £50 plus VAT in addition to the original penalty.
46. Incorrect Fuel:- Any damage caused to the hire vehicle caused by You putting the incorrect fuel in the vehicle is Your responsibility.
47. This agreement contains the entire agreement between the parties in respect of the subject matter. Both parties acknowledge that in entering this agreement they have not relied upon any representation or undertaking whether oral or in writing save as expressly incorporated here.
48. For the avoidance of doubt the Notice of Right to Cancel is incorporated with this agreement.
49. For the purposes of the Data Protection Acts 1984, You authorise Us or any of Our subsidiaries to hold and process by computer or otherwise the information given to Us by You to identify other products or services which might be relevant, and for statistical analysis
50. The vehicle will not be taken outside of England, Scotland or Wales by the hirer or any authorised driver without the without the written permission of the lessor

**I hereby confirm that I have read and understood the Terms and Conditions outlined above and that by signing I am entering into a contractual arrangement and bound by its terms.**

**I also confirm that I was granted the opportunity of reviewing these terms in larger print.**

****

**Signature:** ……………………………………………………………………….. **Date of Agreement:** …………………………….