

CRASHCARE

Complete Claims Management

Embankment Chambers Embankment Road Plymouth PL4 9JJ
Email: claims@crashcare.co.uk or visit us at www.crashcare.co.uk
Telephone: 01752 264910 anytime or by Fax: 07092 111496

Financial Services Authority (FSA) Disclosure of Status

Please keep this letter safe with any other documents we send to you

Financial Services Authority (FSA)

The FSA is the independent watchdog that regulates financial services within the UK. Crashcare operates within the financial services market under the rules and regulations governing the market in which it operates to ensure the protection of consumers.

For any organisation to be, 'authorised' by the FSA it must meet stringent qualifications. Crashcare and all authorised firms and individuals authorised by the FSA must maintain certain performance criteria and records in order to remain authorised by the FSA.

These requirements are included within the systems and procedures Crashcare operates.

The FSA's and Crashcare's own procedures require us to give you this document for you to use the information it contains to decide if you feel our services are right for you. We have also included additional information about our services to help you in your decisions.

Crashcare is also authorised and regulated by the Ministry of Justice (MoJ) in respect of regulated claims management activities. This second or additional regulator regulates the way in which Crashcare works with solicitors, to whom it passes or refers injury claims or cases to. Crashcare's authorisation is recorded at the MoJ's website, www.claimsregulation.gov.uk

What service do we provide?

We were sorry to hear about the incident in which you were involved and thank you for your inquiry about our services.

We appreciate this could be a very difficult time especially as following a Road Traffic Collision or Incident. Most people urgently need a replacement vehicle together with expert assistance in dealing with all the practicalities that need sorting out, such as the recovery of their vehicle to safe place of storage and for all their losses and liabilities stemming from the incident to be recovered, in order for them to be fully and appropriately compensated.

Crashcare's team of FSA skilled and trained claims handlers will work with you to sort out every aspect of the incident with your best interests in mind unhindered by the limitations of any insurance company. We will always advise you independently of insurance companies to ensure you obtain the best possible settlement.

We trust you will appreciate it is difficult to give an absolutely definitive description of exactly what we will do for any individual in any particular case in this general information sheet. However, because the circumstances of each incident and the individuals involved are different therefore, this document explains generally, advice about what we can do for you at this difficult time.

YOUR VEHICLE DAMAGED? NEED A REPLACEMENT VEHICLE?

Your vehicle may appear mobile after the incident but may well not be legally road-worthy. If you drive a damaged vehicle upon the highway or keep it in a public place, you may well be prosecuted for one of several offences including Dangerous Driving. Therefore, if your vehicle is damaged in any way, we will deal with any existing recovery and storage charges from another garage and move your vehicle to our safe and secure storage facility where we will photograph the damage to your vehicle and carry out safety checks and tests.

We will also arrange for the inspection of your vehicle and organise for it to be repaired at the expense of the guilty party and/or their insurer or if it is damaged beyond economic repair (the costs of repairing it are more than it is worth which is often referred to as 'a write-off') we will recover from the at-fault party's insurers the pre-accident value of your vehicle. Of course, if we can arrange a temporary repair to your vehicle to make it legally roadworthy before the full repairs are carried out, we will do this. We will also be able to help in this way even if the other driver is uninsured.

Whilst we do this, we will quickly arrange a replacement hire vehicle for you provided, you do not have another vehicle you can easily use or if you cannot use alternative transport. You **will not**, be asked to pay up front for the hire charges, as any liability you have will fall to be dealt with by the other driver's insurers. In fact, Crashcare can make agreements with any insurer to cover any of our charges at agreed rates. In the event of your own vehicle being a write-off, it is normal for you to have the use of one of our accident replacement hire vehicles until you are in a position to buy another vehicle.

ANY PERSONAL INJURY?

When vehicles are in a collision, it is very common for the occupants to receive not only physical injury such as whiplash but also suffer from psychological injuries for example stress, flashbacks, shock, and sleeplessness. Even nervousness in a vehicle long after an incident is often attributable to the original accident and needs treatment. Therefore, we always appoint an expert specialist solicitor who will process a claim for compensation for all your losses and liabilities and particularly personal injury compensation. The solicitor may take out insurance for you and any other person claiming with you against, liability for any legal costs from the other side if your claim is unsuccessful. The cost of this will be included in the value of your claim against the other party involved.

Fees and Charges

HOW DO WE GET PAID? WHAT WE DON'T DO!

Crashcare, earns income from the services we provide to you such as the hire vehicle charges along with the other work it carries out for and on your behalf. The services Crashcare, provide or arrange for you to receive ensure your claim is handled with your best interests in mind. To do this we also work closely with associated companies of Crashcare to provide services such as vehicle recovery and secure parking/ storage, high quality vehicle repairs and investigation services to obtain evidence to assist a court in considering your claim. All our associated companies provide their services for you under the direction of Crashcare. You are not left to do all the running around for things such as visiting several garages to obtain estimates for the repair of your vehicle.

Crashcare will also make a charge for the skill and expertise it has in administering your claim to ensure you receive, the best possible settlement. This Claims Administration Fee will be no more than £1,500.00 plus VAT regardless of the amount of work we do for you. The Claims Administration Charge is not a fee for legal services or costs but a charge allowed under the FSA regulations. It is agreed with you for our expertise to work for you. The Claims Administration Fee as with all the other charges for the services we provide or arrange for your benefit are, included in the value of your claim against the other party who you tell us caused the incident. Any legal fees or costs will be charged and recovered from the other party's insurer by the solicitor we appoint to represent you..

We will arrange comprehensive insurance cover for you, whilst driving the vehicle identified in our credit hire agreement, subject to the terms and conditions of the hire agreement. We will also assist in finalising your claim against the other party's insurer. We do not sell any insurance products, but will advise you and carry out your instructions under a regulated claims procedure.

We will not charge you any separate charge for arranging comprehensive insurance cover while driving any one of our vehicles. We may well make an additional charge to our normal charges for higher risk drivers which we will detail upon the hire agreement. These will be included within your claim against the other party and their insurer. We will also make additional charges for estate vehicles, for tow-bars or other fitments but we will agree any charges with you and include them in your claim against the other party involved.

*We may also be paid to carry out initial investigations into your claim by solicitors and/or an insurer concerned in the claim. Many claims companies can often seek you agree to also allow them to keep a proportion of around 30% your injury compensation. **Neither, the solicitor we appointed or Crashcare take, any cut of your compensation. Quite simply whatever sum you are awarded by a court or that is negotiated for and on your behalf you, will receive in full without any deductions.***

THE NEXT STEP?

If you feel our services will be of use to you and you are happy with our charges please complete these forms as far as you can and return them soon as possible to us using the enclosed envelope. Please remember to sign and date the attached 'Solicitors Instruction' to enable the legal team to quickly proceed with any injury claim. Should the other party involved not take all the opportunities we offer to settle matters promptly the solicitor will also include our charges in any legal proceedings needed to pursue your claim. You could also fax or e-mail all the forms to us. Once this is done or you intend to use us in any event please direct any contact you have from any insurer or person concerned with the accident to us. This is because it has become a common practice for insurers of at-fault drivers to try and cut you out of your legal entitlements by cold calling you at home in order to try and direct you away from your free choice to use our services. Upon receipt of the completed forms, we will be able to quickly arrange and organise all the assistance you need.

Who regulates us?

CRASHCARE is directly authorised and regulated by the FSA and the MoJ.

You can check the FSA register by visiting their web site at www.fsa.gov.uk/register alternatively, telephone them on 0845 606 9966 during normal working hours.

Ownership

Crashcare have no financial interests in any insurer of third parties, or in the insurance companies that provide the group cover for our rental vehicles and no insurer has any financial interests in us. We do however operate a company pension scheme linked to an insurance company but this has no effect upon how we work for you.

Complaints

Firms directly authorised by FSA have a documented Complaints procedure, and a copy of ours is available upon request.

Should you have a complaint, please put it in writing to:

The Complaints Manager, CRASHCARE, Embankment Chambers, Embankment Road,, Plymouth PL4 9J.

In the unlikely event that a complaint remained unresolved after 8 weeks from the date it was made to us, you may be able to refer it to the Financial Ombudsman Service (FOS). The FOS provides a mechanism for resolving disputes, which is a simple, informal, and accessible alternative to the courts. The address is:

The Financial Ombudsman Service (FOS), South Quay Plaza, 183 Marsh Wall. London E14 9SR

The Financial Services Compensation Scheme (FSCS)

As with all firms directly authorised by FSA, Crashcare is covered by the FSCS. This is the body established to operate and administer the compensation scheme, set up to compensate consumers when authorised firms are unable, or likely to be unable, to satisfy claims against them.

Insurance advising and arranging is covered for 100% of the first £2000 and 90% of the remainder of the claim without any upper limit.

Crashcare also carries Professional Indemnity Insurance to cover claims up to £2,000,000.00 should we be negligent in the work we do for you and you suffer a loss because of our negligence.

We do not sell any specific regulated insurance products, such as Legal Expense Insurance although insurance to cover our customers while they drive our vehicles is often arranged via the Crashcare group vehicle policy. This is, for those customers who have the use of our rental vehicles, as most customers' policies do not provide cover for hire vehicle such as ours. However, should a customer not be able to be covered under Crashcare's policy for whatever reason Crashcare will arrange insurance cover elsewhere.

Any additional charge to cover a Crashcare customer when driving a Crashcare vehicle is always included within the customer's claim.

We trust we have provided enough information and that you will not hesitate to contact us should you have any further enquiries and we further thank you in anticipation of receiving our completed Accident Report Forms shortly.

Yours sincerely,



CRASHCARE

CRASHCARE ACCIDENT REPORT FORM

Embankment Chambers Embankment Road Plymouth PL4 9JJ Tel 01752 264910 Fax 07092 111496 e-mail: claims@crashcare.co.uk

Please complete as fully as you can and sign date where highlighted in yellow.

If needed continue any answer on the Addition Information Sheet enclosed.

1. ABOUT THE INSURED (Policy Holder)

Full Name.....Date of Birth.....

Contact Address.....

.....Post Code.....

Tel Day:.....Eve:.....Mobile.....

Email address:.....

Occupation..... National Insurance No:

Insurance Broker.....Tel.....

Insurance Company.....Policy Number.....

Driving Licence Number..... Please enclose a copy of your Driving Licence

Please Circle type of Insurance Cover Third Party F&T. Third Party Only. Comprehensive. Amount of Policy Excess £.....

If you are Comprehensively insured, are you already claiming from your own insurance company for the damage or loss of your vehicle?

Please Circle **Yes** or **No** Are you registered for VAT? **Please Circle** Yes or No

Do you have Legal Protection Policy? No If Yes NameTel:

2. ABOUT THE DRIVER (Person driving or in charge of your vehicle at the time of this incident if they are not the policy holder)

Full Name

Contact

Address

.....Post Code.....

Tel:.....Date of Birth..... National Insurance No:

Driving License Number.....

3. ABOUT YOUR VEHICLE MakeModel.....Engine c.c.

Registration Number.....Date first registered.....Present value if known £.....

Brief details of damageApproximate cost of repairs if known £.....

Where is the vehicle at present if unroadworthy.....

.....Contact telephone Number.....

4. ABOUT THE THIRD PARTY (The other vehicle and driver involved)

THE OTHER DRIVER Full Name.....

Contact Address.....

.....Post Code.....

Contact Tel:.....Occupation if known.....

Insurance Company.....Contact Tel. No.

Policy/Claim Number.....

THE OTHER VEHICLE

MakeModel.....Registration Number.....

DECLARATION & INSTRUCTION

I/we hereby declare the foregoing particulars are true to the best of my/our knowledge and belief and undertake to give Crashcare all assistance in my/our power to enable them to deal with all matters connected with this incident on my/our behalf. I/we understand that I/we am/are free and at liberty to appoint any solicitor to act on my/our behalf. I/we have no particular solicitor I/we wish to instruct and hereby authorise Crashcare to appoint a solicitor to act on my/our behalf in all matters arising from the above incident.

I/we confirm that the appointed solicitors are entitled to retain all interest on costs and disbursements paid by them, that they that they recover. I/we also instruct the appointed solicitor to act on my/our behalf and authorise the issuing of legal proceedings on my/our behalf should it the appointed solicitor deem it necessary. I/we acknowledge receipt of Crashcare's 'Disclosure of Status' document.

I/we hereby instruct and authorise and appoint Crashcare to arrange for the recovery of my/our vehicle to a place of safe and secure storage/parking and for an estimate to be prepared the costs of repair to return my/our vehicle to its pre-collision/incident condition at open market rates. Also, I/we instruct and authorise Crashcare to arrange for a motor assessor engineer to inspect and report upon the estimated repair costs and/or pre-collision value of the my/our vehicle.

Upon my/our approval of the Motor Assessors Report and thereupon receipt of the amounts in respect of the repairs from the third party/their insurers I/we authorise and direct Crashcare to authorise any garage/repairer at their discretion to carry out the repair works. In the vent of my/our vehicle being beyond economic repair I/we direct and authorise Crashcare to recover to me/us the pre-collision/incident value.

I/We hereby also irrevocably authorise and instruct the appointed solicitor, Third Party's insurer and/or my/our own Insurer to discuss and disclose any matter concerning this incident with/to Crashcare and confirm the authority includes all and any enquiries/ requests made under my/our statutory rights under the Data Protection Act.

I/we instruct and direct that payments are to be made direct to Crashcare or as appropriate to their order in respect of all and any charges in respect of any Hire and/or Repair and/or Recovery & Storage/Parking charges or any other charges made to me/us in connection with the above incident.

I/we confirm that facsimiles of these instructions are to be regarded with the same authority as the original.

SIGNED
(Policyholder).....Date.....

PRINT NAME.....

SIGNED
(Driver).....Date.....

PRINT NAME.....

MITIGATION QUESTIONNAIRE/STATEMENT OF TRUTH

1. I have chosen to use the services of Crashcare and have received their 'FSA Disclosure of Status' information document advising me of the rights and the remedies I have in law to recover my losses and liabilities from the other party and/or the insurers concerned with the damages claim I have against them.
2. I understand that Crashcare services are not free and have instructed them to recover my liability to them for their services from, the other party and/or their insurers. This is not limited to, but is to include Claims Administration Charges/Fees of no more than £1,500.00 plus VAT.
3. It has been my decision to approach Crashcare. I have little or no experience of dealing with a motor insurance claim that may involve an injury and wish to ensure that my position is not compromised in anyway whatsoever.
4. Any hire vehicle supplied to me will be used for my normal business, social and domestic purposes that I used my own vehicle for prior to it being damaged.
5. Should I need a replacement hire vehicle because my vehicle is not legally roadworthy due to the damage caused in the collision I understand I am entitled to hire another vehicle equivalent to my own and need not hire or accept a lesser vehicle to my own should I not wish to.
6. It is not practical for me and anyone I usually transport around and about to use public transport, taxis or any other form of transport until my vehicle is back on the road or I have been compensated for its fair market value and had a reasonable amount of time to find and purchase another vehicle as a replacement.
7. I accept that the rate for the hire vehicle Crashcare either supply or arrange will be charged at their normal market rates.
8. I agree and accept the vehicle is to be hired to me and the charges are to be recovered from the other party and/or their insurers as part of my claim.
9. I will not accept any hire vehicle that requires me to leave any credit card details with the hire company for use at their discretion or where I am required to give an open authority to charge my credit card account.
10. I will use any 'after the event insurance' (ATE) I am advised to in order to protect me from any legal costs and/or residual liabilities for hire and any other charges and /or legal fees or any other liability I have a liability to pay for in connected with my claim against the other driver and/or the insurer concerned.
11. I instruct the solicitors on the attached sheet market 'sols inst' to act in this matter.

I believe that the facts I have given in this Statement of Truth are true.

SIGNED

(Policyholder).....Date.....

PRINT NAME.....

Your accident on

I/We the person(s) whose signature(s) appear below hereby confirm I/We instruct

Beeley & Co. Solicitors of Ground Floor Sovereign House Stockport Road Cheadle SK8 2EA

with regard to the above matter. I/We have no other Solicitor whom I/We wish to instruct.

SIGNED
(Policyholder).....Date.....

PRINT NAME.....

Date.....

SIGNED
(Driver).....Date.....

PRINT NAME.....

Date.....