

Public liability incident report
Public liability claim form

Please note that information given on claim forms may be used for the purposes of preventing or detecting fraud by sharing and cross matching with other bodies. For more details see under NATIONAL FRAUD INITIATIVE on our website **www.east-ayrshire.gov.uk**.

Please also refer to Section 5: Declaration incorporated in the Claim Form.

Notes on completing this form

1. **Any alleged loss that is found to have been fraudulently intimated, falsely stated or exaggerated will be subject of criminal prosecution.**
2. The form must be completed in full and signed and dated by you as being a true representation of the circumstances surrounding the background to the loss. Submission of the form does not constitute acceptance of a claim.
3. Upon submission of the Incident Report Form, ARA will investigate the loss circumstances fully, and will write to you with its findings.
4. In the event that you elect to pursue a claim against ARA/ Its Insurers, the onus of proof of negligence rests with you. Under the "Description of the incident" you should state clearly why you consider ARA to be legally liable for your loss. You will be notified in writing should the incident form be passed to ARA's insurers for consideration as a claim under existing Public Liability insurance arrangements.
5. The ultimate decisions regarding the liability, or otherwise of ARA rests with ARA/its Insurers. In relation to claims that have been formally intimated to Insurers no further contact should be made with ARA. Any further communication should be directly with ARA's Insurers, who will already have acknowledged their interest to you. You may contact them by telephone or in person at the number quoted in their correspondence. In respect of losses that are being administered by ARA, you will receive an acknowledgement of the form, initially. Following investigation into the incident a formal view on liability will be conveyed to you, in writing.
6. It is also your responsibility to quantify the value of your loss. Therefore, two written estimates will be required, for the repair or replacement of damaged property as well as an indication of the original purchase price and date of purchase. In relation to damage to alloy wheels, written confirmation from a supplier will be required to confirm that any damage is beyond economic repair. NB: If one alloy wheel is damaged and that style of alloy is no longer available, in law, if negligence is proven against ARA, you are entitled to be placed back in the position you were in prior to the damage occurring i.e. replacement of the one damaged alloy. ARA will not meet the cost of the remaining three alloys if they were not damaged in the incident.
7. In relation to incidents requiring the replacement of damaged tyres and or moving parts, which are subject of wear and tear, please ask the repairer to confirm in writing the approximate mileage covered by the tyre/component, at the time of loss.
8. Should you proceed with repair or replacement prior to ARA/ its Insurers having had the opportunity to fully investigate the position on liability, your claim may be prejudiced. ARA and/ or its Insurers, reserves the right to have the alleged damage independently examined by a garage of their choice.
9. Similarly, any damaged property which is disposed of without the prior agreement of ARA and/its Insurers may prejudice your claim (other than tyres where a repairer's report will suffice).
10. ARA and its Insurers have a right to recover any salvage and no property should be disposed of without obtaining prior agreement from ARA. The decision to replace damaged goods, prior to full consideration of the loss rests entirely with the claimant.
11. Roads Claims - The existence of potholes does not necessarily constitute negligence on the part of ARA. As long as ARA's actions have been reasonable and in accordance with recognised best practice then generally liability will not attach.
12. Mitigation of Loss – You have a duty to take all reasonable steps to reduce the value/extent of any loss and to ensure that as far as possible your property does not become damaged.
13. Where a claim is accepted you will be asked to sign a discharge form prior to any settlement cheque being released. Such losses will be settled on an Indemnity basis i.e. a deduction is made for wear, tear and depreciation. NB: Claims are not settled on a 'new' for 'old' basis.
14. Should you intend to pursue an insurance claim, you should be aware that the Law of Negligence will be used to determine liability. In the event of liability being disputed, by either the claimant or the Insurers to ARA, formal commencement of legal proceedings may ensue.
15. **RIGHT TO APPEAL**
Claims being handled by ARA
In the event that you are unhappy with the outcome of your claim, you can appeal in writing. Please note that any requests for review following your appeal will not be considered further unless you are in a position to provide new information in support of your claim. This information will be reviewed with a response made to you in writing as soon as our investigations are complete. If after an appeal you are still unhappy with the decision, then you may wish to seek legal advice at your own expense or consult the Citizens Advice Bureau. Where the issue relates to dissatisfaction with a service provided rather than the outcome of your claim please refer to the Council's Complaints Procedure Note below.
Claims being handled by ARA's Insurers
In the event that you are unhappy with the outcome of your claim handled by ARA's insurer then you must direct all enquiries to them. Where an Insurer repudiates a claim, the claimant's rights in law remain protected and the claimant remains free to take his/her own legal advice and instruction as appropriate.
Under the terms of ARA's insurance contract, ARA/ its officers and its Elected Members are precluded from entering into negotiations with the Third Party regarding liability and/or quantum.
16. **COMPLAINTS PROCEDURE**
Decisions taken by either ARA/and or its insurer, as to whether or not it considers it was legally liable and responsible for causing the alleged incident, do not fall within the jurisdiction of the "Council's Complaints Procedure" and would not constitute a "Complaint" under the procedure.
Should you continue to be dissatisfied with a service being provided by the Council you can complain by following the revised Complaints Handling Procedure which can be found on the Council's website or by obtaining a Guide to Making Comments, Suggestions and Complaints leaflet from a council public office.
**** THE INCIDENT FORM WHEN COMPLETED, SHOULD BE RETURNED TO THE ISSUING OFFICE:**
Ayrshire Roads Alliance
East Ayrshire Council
Opera House
8 John Finnie Street,
Kilmarnock
KA1 1DD



It is important that you read and understand the guidance notes before completing the form. They are provided to help you complete the form correctly to help avoid unnecessary delays.

East Ayrshire Council & South Ayrshire Council on behalf of the Ayrshire Roads Alliance does not admit liability by the issue of this form.

I have read and understand the guidance notes	Yes	(tick)	No	(tick)
I have notified Ayrshire Roads Alliance of the fault	Online	(tick)	By Email	(tick)
Fault reference number (if applicable)				

Did the incident occur in East or South Ayrshire	(tick)
East Ayrshire	
South Ayrshire	

SECTION 1: CLAIMANT DETAILS					
Name:					
Date of Birth:					
National Insurance No:					
Address:					
House No:	Street:				
Town:	Postcode:	Tel. No:			
E-mail Address:					
Occupation:					
SECTION 2: INCIDENT DETAILS					
This claim is in relation to:	Vehicle Damage		Property Damage		Personal Injury
Please provide further information:					
Date:	Time:	Vehicle Registration:			
Location:					
Sketch Plan <i>(Please provide in the space below a detailed sketch showing the exact location of the incident and, where applicable, pinpointing the defect in question)</i>					

Please let us know the defect:	Vehicle tyres		Vehicle wheels		Other vehicle defect	
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If you ticked "Other vehicle defect" please detail below*:

*When submitting this paper copy please include copies of photograph/s of defect/s

State how the incident occurred

INDEPENDENT WITNESSES

Was the incident witnessed?	Yes		No	
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(If yes, please complete the following details):

Name:	Name:
Address:	Address:

SECTION 3: WHY DO YOU CONSIDER THE COUNCIL TO HAVE BEEN NEGLIGENT?

SECTION 4: PLEASE PROVIDE DETAILS OF DAMAGED ITEM(S) (Please enclose 2 replacement estimates & original purchase receipt(s) where appropriate and provide photographs of damage where available)

If damage is to a tyre, please specify if front or rear and confirm approximate mileage the damaged tyre had covered prior to the date of incident.

Description of Items	Date of Purchase	Purchase Price	Front/Rear Tyre (specify)	Approx. Mileage prior to incident

SECTION 4A: PLEASE PROVIDE DETAILS OF INJURIES SUSTAINED (IF APPLICABLE)

Did you attend a doctor?	Yes		No		
If yes, please state when	Date		Time		
Did you attend hospital?	Yes		No		
If yes, please state when	Date		Time		

Name and address of hospital attended:

SECTION 5: DECLARATION

PLEASE READ THIS DECLARATION CAREFULLY BEFORE YOU SIGN AND DATE IT.

- I declare that the information I have given on this form is correct and complete.
- I understand that if I have given information that is incorrect, incomplete or false you may take action against me. This may include court action.
- I understand that the information held by you will be used for cross system and cross authority comparison purposes for the prevention and detection of fraud.
- I confirm that I have read understood and accept the terms and conditions contained within the guidance note.

Name:

Signed:		Date:	
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Completed forms should be returned to:

Ayrshire Roads Alliance
 East Ayrshire Council
 Opera House
 8 John Finnie Street
 Kilmarnock
 KA1 1DD

Accessibility Statement**Checklist**

Please ensure you have included all relevant information with your claim form. The list below will help you.

	YES	NO
CLAIM FORM COMPLETED		
FORM SIGNED & DATED		
COPY OF ORIGINAL PURCHASE RECEIPT(S) ENCLOSED (If applicable)		
IF NO ORIGINAL RECEIPTS, DETAIL THE APPROXIMATE AGE OF ITEM(S)		
ENCLOSED 2 ESTIMATES FOR REPLACEMENT ITEM(S) / REPAIR OF DAMAGED ITEM(S)		
PHOTOGRAPHS ENCLOSED (If applicable)		
DETAILS OF INDEPENDENT WITNESSES NOTED ON FORM (If applicable)		

This document is also available, on request, in braille, large print or recorded on to tape, and can be translated into Chinese, Punjabi, Urdu, Gaelic and Polish.

Ma tha sibh airson fiosrachadh fhaighinn ann an cànan sam bith eile, cuiribh brath thugainnaig an t-seòladh a leanas.

اگر آپ یہ معلومات کسی اور زبان میں چاہتے ہیں تو براہ کرم مہربانی کیجئے دیکھیں گے کہ ہم سے رابطہ کریں۔

閣下如需要這份資料的其他語言版本，請透過以下的地址與我們聯絡。

ਜੇਕਰ ਤੁਹਾਨੂੰ ਇਹ ਜਾਣਕਾਰੀ ਕਿਸੇ ਹੋਰ ਭਾਸ਼ਾ ਵਿਚ
 ਚਾਹੀਦੀ ਹੈ ਤਾਂ ਕਿਰਪਾ ਕਰ ਕੇ ਠੀਕ ਠੀਕ ਗੱਲਾਂ ਪਤੇ ਤੇ
 ਸੰਪਰਕ ਕਰੋ ।

Dokument dost pny jest równie w alfabecie Braille'a, w wersji z powi kszonym drukiem lub w formie nagrania d wi kowego na kasecie. Na yczenie oferujemy tak e tłumaczenie dokumentu na wybrany j zyk.

IT IS RECOMMENDED THAT YOU KEEP A COPY OF THE CLAIM FORM PLUS ANY ADDITIONAL INFORMATION SUCH AS ESTIMATES/ PURCHASE RECEIPTS/PHOTOGRAPHS FOR YOUR RECORDS.

