

CREDIT HIRE GENERAL TERMS OF AGREEMENT (GTA) BETWEEN SUBSCRIBING INSURERS (Insurers) AND CREDIT HIRE ORGANISATIONS (CHOs)

For further information or enquiries:
<https://www.gtacredithire.com>

or

chair@thegta.co.uk

GTA Technical Committee

15 October 2026

CONTENTS

Paras Page

1. Introduction		6
▪ Development of the GTA	1.2	
▪ Recovery prospects	1.3	
▪ Bilateral changes	1.4	
▪ Status of the GTA	1.5	
▪ Subscriptions and audits	1.6	
2. GTA Administration arrangements		7
▪ Vehicle delivery	2.1	
▪ GTA website	2.2	
▪ Paragraph deleted 1.1.2013	2.3	
▪ Nominated contact points	2.4	
▪ Responsibility for operation and working of the GTA	2.5	
▪ Dispute resolution facility	2.7	
▪ Future changes to the GTA	2.8	
▪ Annual review of settlement rates	2.8	
▪ Challenges to Chairman decisions	2.9	
▪ Applicable legislation and advice	2.10	
▪ Audits	2.11	
▪ Conduct of audits	2.12	
▪ Audit focus	2.13	
▪ Applying for an Applicant Audit	2.14	
▪ Status of application for Applicant Audit	2.15	
▪ Audit Requirements	2.16	
▪ Pre-audit screening and referral for audit	2.17	
▪ Refusal to refer for audit	2.18	
▪ Subscriber Audits	2.19	
▪ Audit outcome	2.20	
▪ Audit fees	2.21	
▪ Un-subscribing from GTA	2.22	
3. Acceptance of customers under the GTA		15
▪ First to a customer definition	3.1	
▪ Insurer first to the customer	3.4	
▪ Intervention settlement rates or customer unwilling to accept insurer offer	3.6	
▪ Insurer believes they are first to customer	3.6	
4. Information requirements for new business and monitoring arrangements		16
▪ New Claim Advice Form	4.1	
▪ Insurer response to New Claim Advice Form	4.2	
▪ Mitigating losses	4.3	
▪ Class of replacement vehicle	4.4	
▪ Prestige vehicles	4.5	

▪ Start of hire period	4.6
▪ Drivable vehicles and cash in lieu of repairs	4.7
▪ End of hire	4.8
▪ Insurers terminating a hire	4.9
▪ CHO monitoring of hire	4.10
▪ Keeping insurers informed on repairs with monitoring examples	4.11
▪ Responsibility for lengthened hire periods	4.12
▪ Parts delays not reported by engineer	4.13
▪ Total losses	4.14

5. GTA settlement rates and charges **22**

▪ Subscribers must adhere	5.1
▪ Administration fee and daily settlement rates	5.2
▪ Daily settlement rate covers (including insurance)	5.3
▪ Extra charges paid by an insurer	5.4
▪ Extra charges paid by a customer	5.5

6. Payment arrangements and penalty payments **23**

▪ Payment Pack	6.1
▪ Insurer 30 day response to the Payment Pack	6.4
▪ Delays caused by insurers awaiting information	6.6
▪ Insurer settlement of claims (one calendar month)	6.7
▪ Late payment penalty amounts	6.8
▪ Insurer delays and liability disputes	6.9
▪ Late payments and liability disputes	6.11
▪ Interim payments and penalty payments	6.13
▪ Interim payments - information	6.14
▪	
▪ Claims that are over 61 days old (Post May 16)	6.15
▪ Referral to GTA Alternative Dispute Resolution (“ADR”)	6.16
▪ Payment where GTA breaches by CHO	6.17
▪ Clean payment packs	6.18
▪ Resetting the “clock”	6.19

7. Referrals to the GTA ADR Service	28
• Availability	7.1
• Definitions	7.2
• Eligible Cases	7.3
• Ineligible Cases	7.4
• Disputes to be determined	7.5
• Referrals for Expert Determination	7.6
• Compulsory Nature	7.7
• Use of Platform	7.8
• Starting the Process	7.9
• Responding to an ADR proposal	7.10
• Rejecting an ADR proposal	7.11
• Early Commencement	7.12
• ADR Fees	
8. Recovery of Fees, Adjustments and Additional Amounts	32
• Application	8.1
• Adjustments – General	8.2
• Proportionality and Purpose	8.3
• Pre - ADR Offers and Conduct issues	8.4
• Interpretation	8.5
• Applicability only to Hire Charges	8.6
• Global Offers and no Offer	8.7
• Liability for Service Fee Payment	8.8
9. Credit repair (see below, Appendix E)	35
10. Recovery and Storage Charges	35
• Application	10.1
• Mitigation	10.2
• Connection to accident	10.3
• Requirement to be undriveable	10.4
• Periods	10.5
• Notice to insurer	10.6
• Liability of customer	10.7
• Convenience-based charges	10.8
11. Other Expenses	36
• Application	11.1
• Examples	11.2
• Mitigation	11.3
• Liability of customer	11.4
• Connection to accident	11.5

Enclosure 1 - GTA subscription administration arrangements	38
New Claim Advice Form - Appendix A	40
Hire Period Validation Form - Appendix B	42
Mitigation Questionnaire/Statement of Truth Form - Appendix C	43
Specimen Payment Request Letter - Appendix D	45
Credit Repair Agreement - Appendix E	46
▪ Introduction	1
▪ Customer repair options	1.4
▪ Glossary of terms	2
▪ Operating Procedures – insurer's approved repairer	3.1(a)
▪ Operating Procedures – independent repairer	3.1(b)
▪ Independent Engineers Audit	4
▪ Payment Procedure/Administration Fee	5
▪ Independent Engineer Service Standards	6
Instruction Letter from CHO to 'At-Fault' Insurer Approved Repairer - Appendix E1	52
The Strategy Board – Appendix F	53
The online GTA ADR Service – Appendix G	56

CREDIT HIRE GENERAL TERMS OF AGREEMENT (the GTA) BETWEEN SUBSCRIBING INSURERS (Insurers) AND CREDIT HIRE ORGANISATIONS (CHOs)

1 INTRODUCTION

- 1.1 These terms of Agreement (GTA) set out the arrangements between subscribers for the provision of replacement vehicles to third party motorists (referred to as customers throughout), and, where appropriate, the undertaking of repairs. Whilst intended to provide comprehensive guidelines, these are entirely voluntary between the subscribers involved, who may elect to un-subscribe from the GTA at any time.
- 1.2 The 29th May 2012 version of the GTA has been developed by representatives of insurers and CHOs appointed through their respective trade associations and by reference to all GTA subscribers, as a working agreement between subscribers. The 1st May 2016 version of the GTA has been developed to reflect changes to the payment terms and period during which GTA rates apply. The 15th October 2026 version of the GTA has been developed to allow for the introduction of alternative dispute resolution (referred to as "GTA ADR") from that date initially on a voluntary basis for claims with an on-hire date of 16 March 2026 or later that are unresolved at day 61 after delivery of a payment pack subject to the exceptions listed at clause 7.4.
- 1.3 The GTA is only intended to apply to situations where a CHO feels their customer has prospects of full recovery against an at fault driver's insurer and all subscribers are required to follow the GTA in such cases. In all other cases (i.e. those where full recovery is not anticipated) the subscribers may elect to follow the same principles, provided that they comply with the spirit and terms of the GTA, including the application of the relevant settlement rates.
- 1.4 CHOs will, on request, provide individual insurers with management statistics relating to their own cases and be prepared to liaise with individual insurers to meet their reasonable requirements that may differ from those set out in the GTA. Any CHO and any insurer may bilaterally negotiate changes to any aspect of this agreement providing amendments are not to the detriment of other subscribers.
- 1.5 Neither the respective trade associations of insurers and CHOs and their members, nor those representing insurers and CHOs (as individuals or the employers of those engaged in the development of the GTA) are to be held accountable for the terms of the GTA. If any subscribers use the terms of the GTA as the basis for bi-lateral agreements, it will be their responsibility to ensure that such terms remain appropriate. Neither the respective trade associations of insurers and CHOs and their members, nor those representing insurers and CHOs in the development of the GTA through the Technical Committee and the GTA Strategy Board

(whether as individuals or through their employers) may be held accountable by any such subscriber for the terms of the GTA.

- 1.6 Enclosure 1 is part of the GTA wording and sets out collection arrangements for GTA subscriptions, the need to co-operate with GTA audits and audits for new CHO applicants. It should be noted that failure to pay subscriptions and/or to co-operate in an audit or engage in the process will be deemed to mean that the subscriber no longer wishes to subscribe to the protocol and their company name will be removed from the subscriber list.

2 GTA ADMINISTRATION ARRANGEMENTS

- 2.1 Subscribing CHOs are those that offer a service from a range of vehicles, a hire vehicle to customers for delivery to the customer within four working hours under normal circumstances (exceptional circumstances could include non-standard vehicles or remote locations). They will have been vetted by an appropriate person(s) nominated by the Technical Committee and their documentation, scripts and work processes will have been deemed to be acceptable.
- 2.2 Subscribing insurers and subscribing CHOs are listed on the GTA's website <https://www.gtacredithire.com> ("the GTA website"). Subscribing CHOs settlement rates are also listed on the GTA website.
- 2.3 Paragraph relating to 2nd Tier status deleted 1.1.2013.
- 2.4 All subscribers are required to have an up to date nominated contact(s) who will act as the final dispute resolution point for the subscriber. Their names and contact details are listed on the GTA website.
- 2.5 Responsibility for formulating policy and strategic matters rests with the GTA Strategy Board whose constitution and function are set out at Appendix F. Responsibility for the operation and wording of the GTA will be through the GTA Technical Committee. This will comprise an equal number of representatives of subscribing insurers and CHOs, nominated from the ABI Focus Group of insurers and CHO trade associations, plus an independent Chairman and Secretary, agreed by the Technical Committee. The Secretary shall not have any vote in the Technical Committee.
- 2.6 The purpose of the Technical Committee is to oversee the smooth running of the GTA including issues arising from its wording, operation, dispute resolution and adherence to its terms and the spirit of the agreement. It also undertakes an annual review of the range of daily settlement rates, late payment penalties, administration fee and any other additional charges.
- 2.7 The Technical Committee operates a dispute resolution facility to settle disputes arising between individual subscribers on issues of principle or

interpretation of operation or wording of the GTA. These arrangements are:

- a) All subscribers to the GTA are required to abide by the dispute resolution procedures described in the protocol and all disputes between individual subscribers concerning claims made under the GTA must be resolved in accordance with the mechanism set out (unless the two subscribers at issue have agreed alternative bilateral arrangements for the resolution of their disputes).
- b) This disputes mechanism will only be used in respect of any dispute which meets the following cumulative conditions:
 - (1) the dispute has been notified to the other subscriber involved within 30 days of the issue coming to light in respect of a GTA claim;
 - (2) deadlock has been reached and confirmed between the final dispute resolution contacts for the respective businesses as set out on the GTA website. In relation to any dispute where the dispute is not escalated by either subscriber to its final dispute resolution contacts within 30 days of the dispute being formally raised in writing with the relevant subscriber, a deadlock will be deemed to have occurred;
 - (3) in the opinion of either party to the dispute, the dispute raises issues of principle or interpretation of operation or wording of the GTA. Where the parties to the dispute agree that the dispute does not concern any issues of principle or interpretation of operation or wording of the GTA, the dispute may be resolved either under the GTA ADR Service or, if the matter is ineligible for the GTA ADR Service by commercial settlement between those parties outside of this dispute mechanism, failing which the CHO may elect to invoke paragraph 6.15; and
 - (4) the dispute has been referred to the Technical Committee under sub-paragraph c) below within a strict time limit of 60 days from the dispute first being raised by a subscriber in relation to the relevant claim(s).
- c) Formal complaints should be sent to the Independent Secretary, Joint Technical Committee (Email: chair@thegta.onmicrosoft.com) with supporting documentation and confirmation of the deadlock. The Secretary will check the complaint, ensure it is relevant to the GTA and refine it as necessary. The Secretary will check that the relevant complaint is not out of time and will indicate to the complainant if he/she considers that the complaint does not raise issues of principle or interpretation of operation or wording of the GTA. Such indication

about the nature of the complaint will not be binding on the complainant who, having taking into account the views of the Secretary, may decide to proceed with the referral of the complaint.

- d) The Secretary will agree a final version with the complainant and then send it to the subscriber being complained about with a request for a detailed, rational response in writing within 30 days. The Secretary will use his/her best endeavours to resolve the complaint with advice or views to either party within that 30 day period. Either that will resolve the complaint or it will be clear there is no agreement between the two parties. They will be informed if this is the case and told it will then be sent to the Technical Committee for consideration. In the absence of information or a response from the subscriber to which a complaint is being made within that 30 day period, the complaining subscriber's complaint will still be considered by the Technical Committee.
- e) If a complaint is sent to the Technical Committee, the complaint and any response will be sent to the insurer and CHO representatives on the Technical Committee for views with the subscriber names omitted. Technical Committee members will be asked to use their best endeavours to give their comments (including as to whether the complaint raises an issue of principle or interpretation of operation or wording of the GTA) within a set period, usually 30 days. If there is no clear view the complaint will go to the next meeting of the Technical Committee to consider.
- f) If the Technical Committee unanimously reaches a conclusion, then both subscribers will be informed of the decision and, if appropriate, the decision reached will be publicised to subscribers for information (with the subscriber names omitted). If the Technical Committee is not able to reach a unanimous view, then the Chairman will be required to make a decision on behalf of the Technical Committee that will be communicated to both subscribers. If the Chairman is required to make a decision in this manner, the following additional provisions shall apply:
 - (i) Subject to the following provisions, the Chairman will in his absolute discretion decide the procedure to be adopted to determine the matter and the timetable for the same.
 - (ii) The Chairman will be required to take into account the debates of the Technical Committee and any submissions made by insurer and/or CHO representatives at the Technical Committee.
 - (iii) The Chairman will have the power to conduct such surveys, tests and/or investigations as he reasonably believes appropriate or to request further information or submissions from the Technical Committee or subscribers.

- (iv) The Chairman will make his decision in writing to the parties to the dispute, setting out what he has considered and taken into account in reaching his conclusion. He will not be required, however, to give reasons for his decision. In so doing, the Chairman will not be acting as arbitrator and the provisions of the Arbitration Act 1996 (or any subsequent modification or replacement of that Act) will not apply.
- g) Any decisions taken by the Technical Committee or Chairman are open to challenge by non-binding determination which shall proceed if at least one of the relevant subscribers requests such a determination, in which case the relevant subscribers will be required to pay the advance detailed below. Within 30 days of a subscriber notifying the Secretary of the Technical Committee of its request for a determination, the Technical Committee shall appoint an independent adjudicator from the Chartered Institute of Arbitrators. The subscribers will be required to lodge with the Secretary of the Technical Committee the full amount of the independent adjudicator's costs before the non-binding determination proceeds. The Secretary of the Technical Committee will hold such advances until the independent adjudicator has reached his/her determination. The successful party will have their advance repaid and the Secretary of the Technical Committee will pay to the adjudicator the advance paid by the 'losing' subscriber. The decision of the independent adjudicator will then be publicised to subscribers for information (with the subscriber names omitted).
- h) If one subscriber fails to agree to or to lodge the advance required for the non-binding determination then, in the absence of insurer / CHO associations agreeing to act or to fund the advance for them and provided that the other subscriber has lodged the advance required, there will be a presumption that the other subscriber is correct without the need for the non-binding determination to take place. In such event, the advance lodged by the other subscriber will immediately be repaid. This will then be publicised to subscribers for information (with the subscriber names omitted).
- i) Any conclusion reached by the Technical Committee, Chairman or independent adjudicator will apply, albeit in a non-binding manner, as between only those subscribers that have referred the dispute and in respect only of that particular dispute as referred. Without prejudice to the generality of the foregoing, any such conclusion will not apply to any similar claims, whether past or present, between those same subscribers or to any similar claims, whether past or present, between any other subscribers, all of which would need to be separately referred to the Technical Committee under this dispute resolution mechanism.
- j) If the insurer prevails in the dispute before the Technical Committee, Chairman or independent adjudicator, the relevant claim(s) will be treated for the purposes of paragraph 6 as being as old as at the date

the complaint was notified to the Secretary of the Technical Committee under paragraph 2.7(c), so that the insurer can still fully settle the claim(s) in accordance with the GTA (as clarified in relation to those claims) without incurring any late payment charges. If the CHO prevails and the claim(s) and any late payment charges is (are) not paid in full in accordance with the GTA (as clarified in relation to those claims), the CHO may choose to pursue the claim(s) outside the scope of the GTA in accordance with paragraph 6.15 as appropriate. Subscribers acknowledge that, in either case, the GTA terms and conditions, including the dispute resolution arrangements, are accepted by subscribers as having no relevance in law in relation to any claim(s) that are taken outside the scope of the GTA in accordance with paragraph 6.15 and cannot be cited in any legal proceedings. Nothing in the dispute resolution arrangements will limit or restrict the right of a CHO to remove a claim from the GTA in accordance with paragraph 6.15.

- k) Whether the complaint is resolved by the Technical Committee, Chairman or by an independent adjudicator and whether or not it is pursued by the relevant subscribers outside the scope of the GTA, if the Technical Committee considers that a “FAQ” (as published on the GTA website) or other change to the GTA is required to clarify the issue that was in dispute between the relevant subscribers for the future, they may take appropriate steps to issue a FAQ and/or amend the GTA as described in paragraph 2.8.

2.8 Changes will only be made to the terms of the GTA (including the “FAQs” published on the GTA website) or the range of daily settlement rates, late payment penalties, administration fees or any other additional charges (including any charges that are to be expressly stipulated as non-payable) following discussions in the Technical Committee and, where required under this paragraph 2.8 or agreed desirable by the Technical Committee, comments invited from all subscribers on any significant changes. Subscribers may agree separate arrangements in relation to the acceptance of all such changes on a bilateral basis.

- a) Changes to the terms of the GTA or late payment penalties, administration fees or any other additional charges (including any charges that are to be expressly stipulated as non-payable) will be introduced if they are unanimously endorsed by the Technical Committee. Where the Technical Committee is not unanimous, the Chairman will use his/her best endeavours to seek an agreed view, taking into account the views of all parties and, if necessary, mediate back and forth between the parties to assist in reaching an agreed resolution. If unanimity proves impossible, the Chairman will be empowered to make a decision on behalf of the Technical Committee that will be binding on the Technical Committee and all subscribers. If the Chairman is required to make a binding decision in this manner, the following additional provisions shall apply:

- (i) Subject to the following provisions, the Chairman will in his absolute discretion decide the procedure to be adopted to determine the matter and the timetable for the same.
 - (ii) The Chairman will be required to take into account the debates of the Technical Committee and any submissions made by insurer and/or CHO representatives.
 - (iii) The Chairman will have the power to conduct such surveys, tests and/or investigations as he reasonably believes appropriate or to request further information or submissions from the Technical Committee or subscribers.
 - (iv) The Chairman will make his determination in writing to the parties, setting out what he has considered and taken into account in reaching his conclusion. He will not be required, however, to give reasons for his determination. In so doing, the Chairman will not be acting as arbitrator and the provisions of the Arbitration Act 1996 (or any subsequent modification or replacement of that Act) will not apply.
 - (v) The Chairman may on his own initiative or at the written request of either party, correct any clerical mistake, error or ambiguity within his determination. Any corrections will be made within 3 days of any such request.
 - (vi) The Chairman will receive no additional or special remuneration for making this decision, and any costs incurred by the subscribers and their representatives on the Technical Committee shall be borne by them. Any costs incurred by any third parties required to participate pursuant to sub-paragraph (iii) above shall be borne by the subscribers collectively or by the representatives on the Technical Committee.
- b) Changes to the range of daily settlement rates will always be a significant change to the GTA and comments must always be invited from all subscribers before the change can take effect. Any unanimous view reached by the Technical Committee or any decision taken by the Chairman in relation to the range of daily settlement rates is therefore only a recommendation to subscribers.
- c) Any changes to the range of daily settlement rates will only take effect as from 1 July in the relevant year (or such alternative date as may be agreed by all Technical Committee representatives). All other changes to the terms of the GTA (including the “FAQs” published on the GTA website) or late payment penalties, administration fees or any other additional charges (including any charges that are to be expressly stipulated as non-payable) shall take effect as determined by the Technical Committee or Chairman as appropriate, provided that they may not be retrospective.

- 2.9 Any decisions taken by the Technical Committee or Chairman under paragraph 2.8 are open to challenge where the challenge is supported by a minimum of 25% of insurer or 25% of CHO subscribers (by number of subscribers listed on the GTA website). The challenge must be set out in writing with clear reasons set out. The decision will then be referred to independent arbitration that will be paid for by the insurers/CHOs making the challenge. The decision of the arbitrator will be binding. The arbitrator appointed must be independent and not involved in the insurance or accident management industries.
- 2.10 The Technical Committee will take appropriate account of all applicable legislation, including competition law, and regulations and will take legal advice where it considers it appropriate. The Chairman will have the power to seek legal or other professional advice in his/her own right on any matter within his/her terms of reference.
- 2.11 The Technical Committee will have the right to arrange audits as follows: periodic audits of CHO subscribers (“Subscriber Audits”) and audits of all new CHO applicants for subscriber status (“Applicant Audits”). Audits will be conducted by an appropriate person appointed by the Technical Committee (see 2.12)
- 2.12 All Subscriber Audits and Applicant Audits will be independently conducted by a company appointed by the GTA Technical Committee.
- 2.13 Both Subscriber Audits and Applicant Audits will focus on compliance with the terms of the GTA concerning hire and repair as well as other relevant regulatory compliance. Inspection by the auditor may include such items as:
- Physical files, including file notes, letters and other documents
 - Computer records and email traffic
 - Call records and call recordings
 - Any other relevant records relating to the claim.
- 2.14 Applications from insurers and CHOs to subscribe to the GTA should be addressed to the Independent Secretary to the GTA Technical Committee by email (chair@thegta.co.uk). A CHO application for subscriber status must be supported by a completed application form approved by the GTA Technical Committee. The form can be located at www.gtacredithire.com/how-to-join/
- 2.15 Completion and submission of the application form for subscriber status will amount to an offer by the applicant to undergo an Applicant Audit for GTA subscriber status

- 2.16 Prior to audit, Applicants should be confident that claims against GTA subscriber insurers are being processed in a GTA compliant manner. They should have a minimum of 40 such claims files available for the auditor, with a mix across all claims handlers. Each of these claims should have progressed beyond Payment Pack stage as defined under the GTA, or similarly past final invoice stage with all required claims documentation having been submitted to the relevant insurers. The auditor will select claims files from the 40 most recent qualifying claims files processed.
- 2.17 Once a completed application form is received, it will be acknowledged. Pre-audit screening will be carried out by the GTA Technical Committee, which will approve or refuse a referral for an Applicant Audit or request further information before making such a decision. If approved for Applicant Audit, details will be sent to the appointed auditor who will contact the applicant to arrange for them to be invoiced and then to make arrangements for the audit. Payment of the audit fee (see 2.21) must be received before the audit date can be confirmed.
- 2.18 If the GTA Technical Committee decides to refuse the application for an Applicant Audit, it may do so without having to give reasons.
- 2.19 Should the GTA Technical Committee decide at their own discretion that an existing CHO subscriber will have a Subscriber Audit, they will first notify the subscriber of the need for audit. Details will be sent to the appointed auditor, who will contact the subscriber to arrange for the audit.
- 2.20 For both Applicant Audits and Subscriber Audits there will be a closing meeting at the end of the audit when the audit findings will be explained to the applicant or subscriber. The auditor will provide the applicant or subscriber with a verbal summary of the audit findings at the end of the process. After that meeting the auditor will prepare a report that will go to the GTA Technical Committee with recommendations. The report is confidential to the GTA Technical Committee and will not be disclosed to the applicant or subscriber. The recommendations will be based upon the findings at audit. The GTA Technical Committee will consider the recommendations as part of its decision following the audit but is not bound by them. The range of decisions may include but are not limited to:
- (a) admitting an applicant as a GTA subscriber,
 - (b) refusing an application,
 - (c) maintaining a subscriber's GTA status,
 - (d) removing a subscriber's GTA status or
 - (e) recommend an improvement plan and further audit at some stage in the future.
- 2.21 The cost of an Applicant Audit (£1,890 plus vat) must be paid for by the Applicant before the audit is undertaken. If the audit is successful, the

cost will be offset against the subscription for the current year. The cost of Subscriber Audits will be met out of GTA subscription funds.

- 2.22 Notices from any subscriber of its decision to un-subscribe from the GTA should be addressed to the GTA at the same email and will take effect immediately. The withdrawal will be publicised on the GTA website as soon as possible.

3 ACCEPTANCE OF CUSTOMERS UNDER THE GTA

- 3.1 The overriding principle for the GTA is that whoever is first to a customer and obtains their agreement should provide the service and all subscribers should not seek to intervene. All subscribers must, therefore, not seek to transfer a customer who has agreed to accept a vehicle into an alternative replacement vehicle.
- 3.2 First to a customer is defined as the receipt by the customer of a suitable offer that they can understand. All subscribers communicating an offer solely by letter stand the risk of it not having been received, understood or being sufficient for the customer.
- 3.3 A mitigation statement signed by the customer provides confirmation that the customer advised the CHO that no offer had been received from the insurer before accepting the CHO offering (subject to paragraph 3.6).
- 3.4 If a customer states that they have received a suitable offer from the at fault driver's insurer, then the CHO should suggest that the customer contacts the at fault insurer to take up their offer.
- 3.5 If they fail to do so, the CHO must either contact the at fault driver's insurer and try and agree supplier terms for the hire or, if they want to pursue the full GTA settlement rate, record why the customer is unwilling to accept the insurer offer. For such hires, the mitigation statement signed by the customer should state that the reason why the offer from the insurer was not acceptable and that the customer appreciates that they may be liable for the hire. CHOs must be aware that there would need to be compelling reasons for the full GTA settlement rate to be recoverable in these circumstances.
- 3.6 If the insurer believes they were first to offer a suitable free replacement vehicle which ought to have been accepted, they must tell the CHO within 5 working days of receipt of the Advice Form/claim notification (this must be submitted by the CHO within one working day of the CHO agreeing services with the customer) or they cannot refuse to meet any reasonable hire claim on these grounds (or suggest intervention settlement rates) until they tell the CHO and only then from 1 working day from the date they advise the CHO.

4 INFORMATION REQUIREMENTS FOR NEW BUSINESS AND MONITORING ARRANGEMENTS

- 4.1 The CHO must advise the at fault driver's insurer of a potential claim within one working day of the CHO agreeing services with the customer (using a New Claim Advice Form, Appendix A, or similar).
- 4.2 Insurers must respond to the CHO's New Claim Advice Form within 5 working days of receipt confirming the correct handling centre and, where known, the claims reference number. If an insurer fails to do so then it is responsible for any delays resulting from documents being sent to the first notification point.
- 4.3 Each customer has a duty to act reasonably in order to mitigate their losses and to communicate with the at fault insurer as soon as any circumstances arise that might interfere with effective mitigation of the claim. The CHO must advise its customers of their duty to mitigate losses (both at the start of a hire and in the event of changes in circumstances) and assist on issues of claims procedure. The CHO must ensure that their customers complete a Mitigation Questionnaire/Statement of Truth Form as part of the Payment Pack. The form of the statement of truth at the foot of the Mitigation Questionnaire/Statement of Truth

a) for all hires starting up to and including 29th September 2020 is;

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

or

"I believe that the facts stated in this mitigation statement are true. I understand that proceedings for contempt of court may be brought against anyone who makes, or causes to be made, a false statement in a document verified by a statement of truth without an honest belief in its truth."

and

b) for all hires starting on or after 30th September 2020 is;

"I believe that the facts stated in this mitigation statement are true. I understand that proceedings for contempt of court may be brought against anyone who makes, or causes to be made, a false statement in a document verified by a statement of truth without an honest belief in its truth."

The example shown at Appendix C carries the statement of truth which is compulsory for all hires starting on or after 30th September 2020.

If an insurer that is unable to confirm indemnity or status as Road Traffic Act or Article 75 insurer, a customer in this situation must not simply sit back and allow hire to continue without considering ways in which a potential claim could be mitigated. This obligation does not necessarily extend to making a claim on their own insurance for repairs, but it is important that both the CHO and the potential insurer collaborate in this regard.

- 4.4 The CHO will normally provide the customer with an appropriate class of replacement vehicle based upon the customer's need. The at fault driver's insurer should be consulted in the event of a dispute about the class of vehicle to which the customer is entitled. Customers may opt for a higher class vehicle than is needed or an extension of the hire period at their own cost.
- 4.5 Where the vehicle owned is a prestige vehicle the CHO will make enquiries to ensure the customer has a need for such a vehicle. Where the accident damaged vehicle is over 6 years old, the rule is that need will be determined by reference to the accident damaged vehicle's GTA Group and sub-group with one step down to the sub-group below for each complete year that the accident damaged vehicle is over 6 years old. The maximum step-down will be to the lowest sub-group in that Group. Both sides should at all times bear in mind the duty to mitigate referred at clause 4.3. This clause 4.5 must be read in conjunction with clause 4.4. In addition, the value of the customer's own vehicle is a relevant consideration when assessing need. FAQ 61 provides further guidance on the meaning of "prestige".
- 4.6 The hire period commences when the customer both needs and takes delivery of the replacement vehicle. Where it was reasonable for the customer to believe the vehicle to be unusable and/or unroadworthy but the engineer subsequently confirms the vehicle to be usable, the hire will be paid up to the date the disagreement is resolved. 'Roadworthy' embraces 'usable and roadworthy' so as to include aspects such as deficient locks, panel damage or a need for a prestige vehicle. It is accepted that the position is different if the customer's objective seems to be to act in a wholly unreasonable manner.
- 4.7 Where cash in lieu of repair is provided, the hire is deemed to stop immediately after payment is received. A further hire (subject to need etc) or a loss of use payment can be claimed under this agreement if the vehicle is subsequently put in for repair within 3 months of the date of receipt of the cash in lieu cheque unless there are exceptional circumstances.
- 4.8 The hire period ends when the customer's vehicle is repaired and ready for collection and in any event not later than 24 hours after repairs to the customer's vehicle have been completed and the vehicle is ready for its

intended use. Where there are circumstances that make it impossible (practically) for the customer to collect the vehicle within that period, the insurer and CHO should work together to consider whether the period of 24 hours should be extended, on the basis that the circumstances are exceptional. This is subject to the customer's duty to act reasonably in order to mitigate their losses set out at clause 4.3. and the need to communicate with the insurer immediately that it is known that those exceptional circumstances have arisen. Further guidance can be found in the FAQs set out on the GTA website. For total loss/replacement vehicle situations see paragraph 4.14.

- 4.9 Insurers wishing to terminate a hire period must give the CHO notice of at least 1 working day (working days are defined as Monday to Friday, excluding bank holidays).
- 4.10 The CHO will monitor the hire period throughout the period of the hire:
- CHOs will check with a garage that a repair has been authorised within 3 working days of the vehicle going in.
 - CHOs will make a further check with the garage after the lesser of 5 working days or 3 working days before the hire should have ended.
 - CHOs will check with the garage 3 working days before the hire should have ended.
- 4.11 CHOs should inform the at fault driver's insurer in all instances where there are 'unreasonable' delays (defined as delays that are at least two working days longer than expected or over 20% more than the estimated hire period notified to the CHO) with a notification of the delay. If the repair is delayed beyond these periods, then the CHO should undertake checks every 5 working days after the original hire period should have ended. Any further delays should be notified to the at fault driver's insurer.

Examples: 10 day hire - CHO to check with the garage within 3 days of the vehicle going in that the repair has been authorised. Check 3 working days before the 10 day hire should end that all is on time. If the repair will be completed on time or within 2 additional working days then no action is required. Note: hire could, with a weekend, then extend up to 14 days maximum. If on checking 3 working days before the 10 day hire should end it is discovered the repair is delayed by 3 working days then the at fault driver's insurer should be informed. A further check should be made 3 working days before the end of what is now a 13-15 day hire (to accommodate weekends) that all is well.

20 day hire - check with the garage within 3 days of the vehicle going in that the repair has been authorised. Check after a further 5 working days that all is proceeding as normal. If it is, a further check will be necessary that all is on time, 3 working days before the 20 day hire should end. If

repair will be completed on time or within 2 additional working days then no action required. If on checking after the first 5 working day check it is discovered the repair will be delayed by, say, 10 working days, then the at fault driver's insurer should be informed. Unless the CHO is advised to the contrary the next check should be made after 25 days that all is on time with the revised 30 day period. If all is well then a final check should be made 3 working days before the hire is due to end that all is well. If either of these two checks indicates a further delay beyond an extra 2 working days the at fault driver's insurer must be notified.

- 4.12 When a hire has been correctly monitored and reported, insurers accept responsibility for delays resulting from lengthened hire periods. This will include insurers not disputing unavoidable delays in repair times due to unavailable parts if the correct monitoring and reporting has been carried out by the CHO. Insurers accept that comprehensive repair monitoring can be more difficult and CHOs can only monitor the information they receive from garages including estimated completion dates.
- 4.13 In particular, providing that the CHO has correctly monitored the repair, the CHO will not be responsible and the hire period will not be reduced, if an engineer fails to liaise with the at-fault driver's insurer if a significant delay is likely for required parts (paragraph 6.3(viii) of the Repair Protocol) or subsequently if the supply of parts is delayed (paragraph 6.2 of the Repair Protocol).
- 4.14 In respect of hires started on or before 1st July 2019 when a vehicle is deemed to be a total loss then the CHO should check within 10 working days of the hire commencing, that the vehicle has been inspected and an offer made to the customer. If it hasn't then the CHO should inform the at fault driver's insurer. This can be extended by up to 4 working days where the CHOs procedures provide for an offer being agreed with the customer. The CHO should inform the at fault driver's insurer of any dispute on value so they can consider any appropriate action. The hire may continue until 7 calendar days (a week) after receipt of the final total loss payment by the customer or their representative. The at fault driver's insurer will advise the CHO as soon as possible of the date on which their total loss payment is issued. If any extension to these limits is sought, then the CHO must contact the insurer and obtain consent that the additional period will be covered.

In respect of hires that started after 1st July 2019 when a vehicle is deemed (or likely to be deemed) a total loss the below table* defines the periods of time that are permitted in respect of each of the relevant stages of a total loss process. If any extension to these limits is sought, then the CHO must contact the insurer and obtain consent that the additional period will be covered.



	Time to Instruct	Time to inspect	Time to ID Total Loss	Time to Submit ENG report to at fault Insurer and CHO	Time to Off Hire	Total durations to be claimed
Claimants Own Insurer Dealing Roadworthy	N/a	N/a	4:10 - 3 working days of hire starting to chase to see vehicle is repairable or a total loss and notify at fault insurer.	N/a	1 working day to off hire after client's insurer has confirmed a total loss unless the vehicle has been made unroadworthy during process of inspection	No max as CHO are unable to control the Claimant own Insurer dealing
Claimants Own Insurer Dealing unroadworthy	N/a	N/a	10 working days of hire starting to chase to check vehicle a total loss and notify at fault insurer of position - PAV paid / dispute in value / offer made no payment / no offer made yet.	N/a	5 working days from date payment received	No max as CHO are unable to control the Claimant own Insurer dealing
CHO Dealing Roadworthy - CHO SEND PAV*	N/a	N/a	2 working day	1 working days	1 working day to off hire	4 workings days

CHO Dealing Not Roadworthy - CHO Raising and sending PAV*	1 working day	2 working days	1 working day	1 working days + 4 workings days for PAV to be agreed and paid	5 working days from date payment received	Maximum 14 working days
CHO Dealing Roadworthy - Forward to At Fault Insurer (at fault insurer sends PAV)	N/a	N/a	2 working day	1 working days	1 working day to off hire after clients vehicle has confirmed a total loss unless the vehicle has been made unroadworthy during process of inspection **	4 workings days
CHO Dealing Not Roadworthy - Forward to At Fault Insurer (at fault insurer sends PAV)	1 working day	2 working days	1 working day	1 working days	5 working days from date payment received from the date of the final payment subject to FAQ 22 **	10 working days + time for Insurer to release PAV and that PAV received

* There is no expectation on the CHO to raise the PAV

** the at fault driver's insurer will advise the CHO as soon as possible of the date on which their total loss payment is issued with the correct CHO reference

5 GTA SETTLEMENT RATES AND CHARGES

- 5.1 In any claim made under the GTA, subscribers must adhere strictly to the applicable settlement rates and other charges permitted under the GTA. Any charges claimed that have been expressly stipulated as non-payable under the GTA or under any “FAQ” (as agreed by the Technical Committee and published on the GTA website) will be deemed to not to have been included in the claim and will be waived as between subscribers, such that the claim will be settled if paid in full without such charges.
- 5.2 In respect of hires started on or after 15th June 2012, the at fault driver’s insurer will pay the CHO a fee of £37 per hire (where the customer retains responsibility for payment of the hire charges) plus the relevant daily settlement rate for the replacement vehicle as set out in the GTA website. Hires started between 1st July 2011 and before 15th June 2012 will warrant a payment to the CHO of £31 and hires before 1st July 2011 a payment of £30. All fees/hire settlement rates quoted in the GTA and shown on the website are exclusive of VAT.
- 5.3 The daily settlement rate is the amount paid for each 24-hour period e.g. 15.00 Monday 1 July to 15.00 Tuesday 9 July is eight days. The daily settlement rates are inclusive of:
- free delivery/collection of the vehicle
 - 24 hour breakdown cover
 - unlimited mileage
 - full liability, theft and damage insurance subject to a £50 excess unless the customer has a third party/TPFT policy or their own motor insurance policy excess exceeds this figure, when a higher excess can apply but with no compulsory additional charge to the customer.
- 5.4 The only extra amounts that may be charged to an insurer are:
- non-standard risk drivers defined as (without exceptions) under 25 or over 70 years old, a lack of driving experience (held a full driving licence for less than 12 months), occupation (Limited to: Professional Sportsmen/Women, Actors, Entertainers, Gamblers and Musicians, Publicans, Journalists) and/or convictions resulting in an unspent ban or 7 or more outstanding points in the last 4 years:
 - (i) an administration fee of £10, plus any other direct costs, for arranging insurance from the customer’s own insurer or, if this is not available,
 - (ii) The additional insurance premium per hire claim is set at £5.50 per day capped at £110 for all individual hire claims other than for bike hires where the cap is £148.50.

- £5 per day for necessary extras (when available and not already part of the daily hire rate) such as estate vehicles, automatic vehicles, tow bars and baby seats (which reflect the customer's damaged vehicle type/fitments).
- Topboxes and Panniers – a £35 (plus Vat) flat rate fee per hire can be charged for Top Boxes and/or Panniers where need AND regular use can be demonstrated for example – Couriers, Delivery Riders and Storage for a Commuter.
- £12 per day add-on to the agreed daily settlement rate for dual control vehicles (£7 per day add-on if insurance cover not provided).

5.5 The only extra charges that may be charged to the customer (with a full explanation of how the charges are applied and that these will be paid by him/her) are:

- payment for fuel (the CHO may require an appropriate deposit against this item, or alternatively may take a credit card swipe)
- extra facilities requested by the customer, beyond what can be justified by need
- failed delivery/collection for which the customer is responsible
- usual running costs as specified in the CHO's standard hire agreement
- any excess protection payment to protect the excess amount.

6 PAYMENT ARRANGEMENTS, DISCOUNTS AND PENALTY PAYMENTS

6.1 The CHO will submit a clean (as defined at clause 6.18) Payment Pack in support of a single payment request to the at fault driver's insurer as soon as full documentation is available. The pack will set out all charges, with documentation and supporting evidence under an agreed covering letter (example attached, Appendix D) providing payment details.

6.2 The Payment Pack will consist of:

- (i) Covering letter detailing cheque(s) required and documents submitted (example, Appendix D)
- (ii) Mitigation Questionnaire/Statement of Truth signed by hirer (example, Appendix C)
- (iii) New Claims Advice Form (unless previously submitted) (example, Appendix A).
- (iv) Hire Period Validation Form (example, Appendix B) if necessary.

6.3 And the following as appropriate:

- (i) Independent Engineer's inspection report
- (ii) Repair account approved by Independent Engineer or credit organisation
- (iii) Storage and recovery accounts
- (iv) If appropriate, explanation for failure to provide insurer with immediate notification
- (v) Evidence relating to fleet availability in a claim involving a vehicle used as part of a business fleet
- (vi) Evidence of need for a non-standard or additional driver where need is not immediately recognisable
- (vii) Other items if appropriate.

The underlying purpose of clause 6.3 is to promote a strong collaborative approach and to ensure that CHO provides sufficient information to the insurer to allow them to understand the nature of the claim and how to respond to it.

There should be sufficient information in the documentation provided that will allow the insurer to make decisions about how best to settle the claim rather than to refer the case for GTA ADR at an early stage.

Arguments around whether disclosure is required or not under this clause should not be used as a tactical device to attempt to gain an advantage under the GTA process.

- 6.4 Insurers should check information and make any enquiries on the CHO Payment Pack within 30 days. Insurers accept it should be the rare exception, rather than the rule, that dates in the hire period validation form need to be checked with other insurers.
- 6.5 Where delays are experienced in CHOs receiving payments because insurers are awaiting information from other insurers or elsewhere, in order to check information already provided by a CHO, then the at fault driver's insurer who receives a clean Payment Pack accepts responsibility for any delay and is required to pay any late penalty payments which accrue as a result.
- 6.6 Where delays result from a lack of receipt of documents by an insurer from a CHO, proof of sending will be accepted by the insurer as the appropriate start date from which penalty payments apply.
- 6.7 Insurers will settle CHOs' claims within one calendar month from the date of dispatch of a clean Payment Pack to the correct handling centre. Where the insurer has not advised a handling centre, the Payment Pack should be sent to the insurer's contact address recorded on the GTA website (if more than one

contact address given, then the address to which the original notification was directed). Other than in exceptional circumstances insurers should redirect claims within their office and CHOs will not be expected to re-issue Payment Packs and claims.

- 6.8.1 For hires which start before 15th June 2012 failure to settle within the period in paragraph 6.7 and subsequent one month periods will result in the following late payment additions to the total invoice:

Period between dispatch of claim to insurer and receipt of payment	Late Payment Penalties (total additional %)	
	<u>Hire</u>	<u>Repair If applicable</u>
Up to one calendar month	None	None
Between one and two calendar months	7½%	2½%
Between two and three calendar months	15%	5%

- 6.8.2 For hires which start on or after 15th June 2012, but before 30th April 2016, failure to settle within the period in paragraph 6.7 and subsequent one month periods will result in the following late payment additions to the total invoice:

Period between dispatch of claim to insurer and receipt of payment	Late Payment Penalties (total additional %)	
	<u>Hire</u>	<u>Repair If applicable</u>
Up to one calendar month	None	None
Between one and two calendar months	12½%	2½%
Between two and three calendar months	20%	5%

- 6.8.3 For hires which start after 1st May 2016 but before 16 March 2026 the insurer is entitled to a 2% discount on hire charges (referred to as 'the daily settlement rate' in paragraph 5.3) and hire admin charges (see paragraph 5.2) and on any extra amounts charged pursuant to paragraph 5.4, but not credit repair charges or repair admin charges, in respect of payments for such hire, hire admin charges and extra amounts charged pursuant to paragraph 5.4, received by the CHO within 30 days from the date of dispatch of the full Payment Pack to the correct handling centre.

- 6.8.4 For hires which start on or after 1st May 2016 but before 16 March 2026 failure to settle within the period in paragraph 6.7 will result in the 2% early settlement discount on the hire charges being withdrawn, the rate reverting to the current GTA rate and the following late payment additions to the total invoice:

Period between dispatch of claim to insurer and receipt of payment	Late Payment Penalties (total additional %)	
---	--	--

	<u>Hire</u>	<u>Repair</u> <u>If applicable</u>
Between 31 and 60 days	15%	2½%

6.8.5 In order to benefit from the GTA payment terms for a hire account (as set out in paragraph 6.8.3), and to reduce friction, if the insurer determines to settle a hire claim while the claim is still proceeding under the GTA then if the insurer subscribes to the Credit Repair Protocol, any credit repair invoice associated with that hire claim should also be settled at the same time if it has not already been settled independently.

6.8.6 For hires which start on or after 16 March 2026 failure to settle within the period in paragraph 6.7 and subsequent one month periods will result in the following late payment additions to the total invoice:

Period between dispatch of claim to insurer and receipt of payment	Late Payment Penalties (total additional %)	
	<u>Hire</u>	<u>Repair</u> <u>If applicable</u>
Up to 30 days	0%	0%
Between 31 and 60 days	10%	0%
Day 61 onwards	20%	0%

- a) The penalties will apply from the time the CHO has submitted a clean Payment Pack as defined under 6.18.
- b) If the Payment Pack is challenged within 30 days of dispatch and the CHO reduces the amount claimed, then the penalty clock resets.
- c) If the Payment Pack is challenged between 31-60 days of dispatch and the CHO reduces the amount claimed, then the penalty is 10% on this amount.
- d) If the Payment Pack is challenged after day 61 of dispatch and the CHO reduces the amount claimed, then the penalty is 20% on this amount.

6.9 It is accepted that insurers will not always be able to settle quickly in cases where liability is at issue, but they must use their best endeavours to ensure that an early decision is given on liability. Where an insurer suspects there may be a liability dispute they should inform the CHO without delay of the reason why (unless fraud is suspected) and what further enquiries they are undertaking. This guidance applies both while a hire is underway and after the hire has been completed. Where requested by a CHO, insurers must supply

information to confirm that a genuine liability dispute exists. Insurers and CHOs must not delay decisions on liability as a mechanism for delaying settlement beyond 2 months.

- 6.10 If an insurer does not question liability within 21 days of receipt of a clean Payment Pack, penalty payments apply in full to the net amount eventually paid.
- 6.11 A Late Payment Penalty will not be payable in cases where there is a genuine liability dispute that results in a reduced settlement.
- 6.12 Penalty payments apply at all times for indemnity disputes. Further, the insurer must notify the CHO at the earliest possible opportunity, and in any event, no more than 7 days from the date the insurer becomes aware of any indemnity disputes or cases where issues of mistaken identity have arisen.
- 6.13 If interim payments are made then penalty payments need to relate in some way to the extra effort by a CHO in obtaining any further payment. If a CHO is involved in any further work and an insurer subsequently pays 90% or more of the original invoice, the penalty payment should apply to the full payment made. Otherwise, insurers should only incur penalty payments on any additional payment made by the insurer.
- 6.14 When an interim payment for hire, vehicle pre-accident value (PAV) or cash in lieu of repairs (CIL) is tendered by an insurer the payment must be accompanied by a full breakdown or explanation as to its calculation sufficient for the customer to make an informed decision about acceptance.
- 6.15 In respect of hire starts on or after 1st May 2016 but before 16 March 2026 at day 61 cases will automatically fall out of the GTA unless both parties agree to retain the GTA process.
- 6.16 As from 15 October 2026, all claims involving hires starting on or after 16 March 2026, that are not settled at day 61 may be referred with the agreement of both Subscribers to the GTA ADR Service. This is referred to as the “Voluntary ADR Phase”. The processes set out in sections 7 and 8, and the rules set out in Appendix G must then be followed, and until a Decision is made by the Independent Expert the claim will still be proceeding within the GTA for the purpose of assessing penalties and discounts applicable to a negotiated settlement under clause 6.8.6. Subscribers have the right to mutually agree that the GTA ADR Service should not be used, and the claim will then automatically fall out of the GTA unless both parties agree to retain the GTA process. Referrals to the GTA ADR Service can only take place if both Subscribers have already entered into appropriate user agreements with both the GTA ADR Service Providers and Platform technology providers that cover the use of the GTA ADR service on all referred cases.
- 6.17 Where there is a non-deliberate breach of the GTA that results in material cost increases, insurers agree to pay GTA claims reduced only by the savings that would have been achieved or the lower costs that would have resulted had the

breach not occurred. For example, if a CHO's reporting and/or monitoring falls down in some way (e.g. an insurer is not notified of an increased hire due to garage delays in the repair as required in paragraph 4.11, CHO's should be paid in full but less any amount the insurer would reasonably have saved if the monitoring had been complied with fully).

6.18 In terms of delivery, a Payment Pack will not be considered to be "clean" as referred to in this section 6 until such time as the CHO has submitted (in one delivery or more):

- (a) documentation that complies with the requirements of clause 6.2, and
- (b) documentation that complies with the requirements and underlying purpose of clause 6.3.

6.19 The fundamental principle is not just that the CHO should submit a Payment Pack with all necessary documentation, but that they should submit a Payment Pack for the amount that the CHO believes is recoverable. The insurer should engage with the Payment Pack earlier rather than later to discuss any issues that they have. This will mean that:

- (a) if the CHO submits a Payment Pack which is paid in full and the insurer pays after the periods of time set out at 6.8.6, then the insurer becomes liable for the relevant Late Penalty Payments,
- (b) every time a CHO reduces the amount they are claiming, the Late Payment Penalty clock resets, and
- (c) the insurer's liability for Late Payment Penalties is in part based on when they engage with the CHO.

7 REFERRALS TO THE GTA ADR SERVICE

7.1 The GTA allows subscribers to agree with each other to resolve disputed GTA claims using the GTA ADR Service which is provided online exclusively to GTA subscribers. It is not a compulsory requirement to resolve disputed GTA claims in this way during the Voluntary ADR Phase.

7.2 "ADR" is an acronym for alternative dispute resolution. The type of ADR used by the GTA is Independent Expert Determination which is a contract-based process where Subscribers agree to the appointment of an Independent Expert to decide a technical or valuation dispute such as the measure of damages under the GTA in a credit hire claim. The Expert's decision in relation to the matters referred to that Expert is final and legally binding unless challenged within fourteen days in accordance with the provisions of clause 6 of Appendix G.



Definitions used in section 7 and section 8

ADR – alternative dispute resolution.

Decision – the document that contains the Independent Expert's final decision. There is a Decision in every case, but its name does not imply that one of the Subscribers will always receive something of monetary value. The Independent Expert may decline to award any damages for lack of evidence.

GTA - please see www.gtacredithire.com/protocol/

GTA ADR Service – the service provided by the GTA to resolve GTA based disputes using an ADR system commonly known as Independent Expert Determination.

GTA ADR Service Fee – the fee described in clause 7.12 and charged to Subscribers in accordance with GTA clause 8.8 (a) and (b).

Platform – a software platform made available to Subscribers on a SaaS basis for the purpose of running the GTA ADR Service.

Service Fee Remittance – a payment made by the Service Provider to a Subscriber or Subscribers under clause 8.8 (c). This remittance is calculated by deducting the Service Provider's costs and fees charged for use of the Platform from the amount of the GTA ADR Service Fee. This amount will be determined by the GTA Technical Committee on or about 1 July each year and will be applicable for the period of 12 months thereafter.

Service Provider – an organisation or person appointed by the GTA Technical Committee for the purpose of administering the GTA ADR Service with whom each Subscriber will contract for the provision of the GTA ADR Service.

Subscriber - an insurer or CHO that has subscribed to the GTA and who is involved in making or defending a claim which has fallen into dispute and is being resolved under the GTA ADR Service.

Eligible Cases

- 7.3 The GTA ADR Service is available to resolve claims for damages relating to liability, quantum (or both) arising out of motor accidents where both parties are GTA Subscribers and where negotiations to settle the claim have been conducted under the terms of the GTA. Each eligible case must include or have originally included a head of claim for credit hire or a head of claim for credit repair (or both) and may in addition include a head of claim for any of the following:

- (a) vehicle damage,

- (b) total loss of vehicle,
- (c) recovery charges or,
- (d) vehicle storage or
- (e) other financial losses covered by the GTA (for example, claims for personal injury or loss of earnings are not eligible under the GTA ADR Service)

7.4 Unless the Subscribers agree otherwise, cases are ineligible for determination through the GTA ADR service in the following circumstances:

- (a) During the Voluntary ADR Phase, where the total claim for hire alone (excluding VAT if claimed) exceeds £10,000.00.
- (b) Where there is an investigation into the validation of the claim that has been notified by one Subscriber to the other.
- (c) Where there is litigation already underway in connection with the same incident (for example a subrogated repair claim or a claim for personal injury) and there is a liability dispute.
- (d) Where there is an alternative non-court dispute resolution facility available which is being used in connection with a subrogated repair claim or a claim for personal injury arising out of the same incident and there is a liability dispute.
- (e) Where there is a claim for damages for serious injury (being an injury whose value alone exceeds the *Protocol Upper Limit* in the *Pre-Action Protocol for Low Value Personal Injury Claims from 31 July 2013*) sustained in the same accident that caused damage to the customers vehicle. Any dispute over whether the injury is “serious” may be resolved by way of a complaint to the Chair under clause 2.7.
- (f) Where the proposed defendant has a large excess and the claim falls within that excess. This applies in the circumstances described on the GTA website at FAQ 60.
- (g) Where an insurer Subscriber is handling the claim, it should encourage the insured to authorise engagement, but participation cannot be compelled. If the underlying customer or policy holder refuses the reference to GTA ADR, despite such encouragement, the case will fall out of the GTA.
- (h) Where there has been a multi-vehicle (more than two) collision and liability is not resolved.
- (i) Where there are unresolved issues relating to insurer indemnity or mistaken identity which must have been notified under clause 6.12.
- (j) Where a claim relates to the hire of a vehicle that is not already listed on the GTA website, and where the Maximum Daily Rate for that vehicle has not been agreed by the Parties.

7.5 The GTA ADR Service is available to resolve all disputes relating to quantum or liability under the GTA. It is not available to resolve issues of principle or

interpretation of operation or wording of the GTA, which remain the subject of the GTA complaints procedure that regulates subscriber conduct under the GTA at clause 2.7.

Referral to Independent Expert Determination

- 7.6 Subscribers are permitted to mutually agree that the claim should not be referred to the GTA ADR service and should be resolved in some other way for example by way of mediation or through litigation. If that happens, the case will automatically fall out of the GTA process in accordance with clause 6.16 at the time that the Subscribers reach such agreement. This clause will have no application during the Voluntary ADR phase.
- 7.7 During the Voluntary ADR Phase and only if both Subscribers agree, cases that remain unresolved at day 61 after submission of a Payment Pack under clause 6.1 and which are not excluded under clause 7.4 may be referred to the GTA ADR Service.
- 7.8 Either Subscriber can start the GTA ADR process by uploading or activating a case on the Platform operated by the provider appointed by the GTA Technical Committee. The starting of the process on the Platform will involve confirmation of the disputed heads of claim that require Independent Expert Determination including whether a determination in relation to liability is required. That Subscriber must also notify the other Subscriber's escalation contact by email that the case has been started with details of the case number allocated.
- 7.9 The other Subscriber must then respond to the proposed start of the GTA ADR process by accepting or rejecting the case on the Platform within seven days. The date that the other Subscriber accepts the case will be the date that the Independent Expert Determination (or "GTA ADR") process commences. A Subscriber cannot be compelled to accept a referral to the GTA ADR Service that is not excluded under clause 7.4 until day 61 after presentation of a Payment Pack under clause 6.1.
- 7.10 If a case is ineligible under clause 7.4, the responding Subscriber may reject the case. Such a rejection must be completed on the Platform by selecting one of the reasons listed at clause 7.4. If a dispute arises as to whether a case fits the criteria for ineligibility, or if a Subscriber fails to respond to the initiation of the process, the alleged failure to respond or to respond appropriately may be referred by the other Subscriber as a complaint to the GTA Chair to be resolved under clause 2.7. This clause will have no application during the Voluntary ADR Phase.
- 7.11 Subscribers may agree to commence the GTA ADR Service earlier than the time stipulated at clause 6.16 and will follow the same procedure to commence the process.



7.12 GTA ADR Service Fees apply to each case. They are:

- | | |
|---------------------------|------|
| (a) Liability only | £100 |
| (b) Liability and quantum | £400 |
| (c) Quantum only | £350 |

All prices stated are plus VAT at the applicable rate. GTA ADR Service Fees are recoverable in accordance with clause 8.4.

8 GTA ADR SERVICE FEES, ADR DECISION ADJUSTMENTS AND ADR ADDITIONAL AMOUNTS

8.1 This section 8 applies only to cases that have been the subject of a Decision under the GTA ADR Service.

8.2 GTA Subscribers acknowledge that the timing-based adjustments in this section 8 serve the legitimate commercial and operational interests of both insurers and CHOs. These interests include:

- (a) promoting timely exchange of information and early engagement on liability and quantum;
- (b) reducing avoidable delay in the assessment and settlement of legitimate hire charges;
- (c) encouraging the presentation of complete and accurate Payment Packs at the earliest opportunity;
- (d) supporting predictable, efficient, and proportionate use of the GTA ADR process; and
- (e) ensuring that the costs and administrative burdens associated with late or incomplete engagement are allocated fairly between Subscribers.

8.3 GTA Subscribers further acknowledge that the adjustments and additional amounts in this section 8 are designed to incentivise procedural efficiency and cooperation, to reduce frictional cost within the GTA framework, and to promote the orderly and timely resolution of disputes. The adjustments and additional amounts are proportionate to these legitimate interests and are not intended to operate as a penalty, sanction, punishment, or deterrent.

8.4 For hires which start on or after 16 March 2026 the Independent Expert will apply the following adjustments – either in addition to or as a deduction from the hire charges awarded. The Independent Expert may, in their absolute

discretion, disapply the provisions of this clause 8 in whole, or in part, if they believe that a Subscriber's conduct justifies doing so. This may include circumstances where, in the Independent Expert's assessment, a Subscriber had attempted to manipulate the process to secure a particular outcome under this section 8 or where new settlement proposals (with or without new supporting evidence) are introduced by one Subscriber immediately prior to day 61 (as referred to in clause 6.16) such that the other Subscriber has insufficient time to respond before a GTA ADR referral is due. A table that does not form part of these Rules is provided below at clause 8.9 as an illustration showing the operation of these Rules.

In all such cases, the Independent Expert may reduce any uplift or percentage adjustment that would otherwise have applied under clauses 8.4 (b) and 8.4 (c) below.

- (a) If the amount claimed by the CHO in the payment pack or the reduced amount offered by the CHO before GTA ADR commenced or a higher amount is assessed by the Independent Expert as payable by the insurer the Independent Expert will award the assessed amount plus 20% to the CHO together with the GTA ADR Service fee.
- (b) If the amount offered by the insurer before GTA ADR commenced, or a lower amount, is assessed by the Independent Expert as payable to the CHO, a deduction will be applied to the amount awarded based on the timing of the insurer's offer:
 - (i) If made between 0 and 30 days after presentation of a clean Payment Pack or a clock reset under clause 6.19 (b) (whichever is later), the Independent Expert will award the assessed amount less 10%; or
 - (ii) If made between 31 and 60 days after presentation of a clean Payment Pack or a clock reset under clause 6.19 (b) (whichever is later) the Independent Expert will award the assessed amount less a discount of 5%; or
 - (iii) If made 61 days or more after presentation of a clean Payment Pack or a clock reset under clause 6.19 (b) (whichever is later) the Independent Expert will award the amount assessed in full.

Under clause 8.4 (b), the Independent Expert will also award the insurer the GTA ADR Service fee.

- (c) If the amount awarded by the Independent Expert is less than the amount claimed by the CHO but greater than the amount offered by the insurer before GTA ADR commenced, an additional amount will be added to the amount awarded based on the timing of the insurer's offer:

- (i) If made between 0 and 30 days after presentation of a clean Payment Pack or a clock reset under clause 6.19 (b) (whichever is later), the Independent Expert will award the CHO the assessed amount only; or
- (ii) If made between 31 and 60 days after presentation of a clean Payment Pack or a clock reset under clause 6.19 (b) (whichever is later), the Independent Expert will award the CHO the assessed amount plus 5%; or
- (iii) If made 61 days or more after presentation of a clean payment pack or a clock reset under clause 6.19 (b) (whichever is later), the Independent Expert will award the CHO the assessed amount plus 10%.

Under clause 8.4 (c) the Independent Expert will also award each Subscriber one half of the GTA ADR Service fee.

- 8.5 For the purpose of this section 8, commencement of GTA ADR shall be interpreted in accordance with clause 3.1 of Appendix G.
- 8.6 For the avoidance of doubt awarding additional amounts and deductions only applies to hire charges and VAT (where recoverable). All comparisons under clauses 8.4 (a), (b) and (c) must be made on a consistent basis. Reference to “hire charges” do not include administration fees under Appendix E or additional payments under clause 5.4.
- 8.7 If before GTA ADR commencement (as defined in clause 8.5) an insurer;
- (a) has not made an offer for hire charges to the CHO; or
 - (b) has made a global offer to the CHO for some or all heads of claim without identifying the amount attributable to hire charges and VAT,

the insurer will be deemed for the purposes of clause 8.4 (b) and 8.4 (c) to have made an offer of £0.00 for hire charges as at the date of GTA ADR commencement.

- 8.8 Liability to the Service Provider for payment of a GTA ADR Service Fee shall be as follows:
- (a) Where the Independent Expert awards the GTA ADR Service Fee in favour of one Subscriber, the other Subscriber is liable to pay the Service Provider; or
 - (b) where the Independent Expert awards one half of the GTA ADR Service Fee in favour of one Subscriber, each Subscriber is liable to pay the Service Provider one half of the fee.

(c) The Subscriber in whose favour the Independent Expert awards the GTA ADR Service Fee in the situation described in clause 8.8 (a) shall also receive payment from the Service Provider in respect of the Service Fee Remittance. In the situation described in clause 8.8 (b), the Service Provider will make a payment to each of the Subscribers of one half of the Service Fee Remittance.

8.9 Illustration of the operation of clauses 8.4 to 8.8 (b) of Appendix G. This table does not form part of the GTA or GTA ADR Service Rules.

LPP rules set			CHO payment pack			Insurer offer		Middle offer	
0 - 30 days	0%		Rate / Rate + VAT	£55.79	####	£55.79	£66.95	£55.79	£66.95
31 - 60 days	10%		Duration	26		22		24	
61 days +	20%		GTA inv 0 - 30 days	£1,740.65		£1,472.86		£1,606.75	
Example rates			GTA inv 31 - 60 days	£1,914.71					
S6	£55.79		GTA inv 61+ days	£2,088.78		ADR Fee	£350		
P4	£126.14								

Outcome	Date CHO offer accepted/proceeded to ADR	Amount awarded	GTA - pens	Uplift	ADR Fee*
CHO offer awarded	0 - 30 days	£1,740.65	Insurer pays	£1,740.65	0% Insurer pays ADR fee £350
	31 - 60 days	£1,740.65	Insurer pays	£1,914.71	10% Insurer pays ADR fee £350
	61 days +	£1,740.65	Insurer pays	£2,088.78	20% Insurer pays ADR fee £350
	Date Insurer offer made*		GTA - plus uplift	Uplift	
In between offer awarded	0 - 30 days	£1,606.75	Insurer pays	£1,606.75	0% Split fee, each paying £175
	31 - 60 days	£1,606.75	Insurer pays	£1,687.09	5% Split fee, each paying £175
	61 days +	£1,606.75	Insurer pays	£1,767.43	10% Split fee, each paying £175
	Date Insurer offer made*		GTA - less discount	Discount	
Insurer offer awarded	0 - 30 days	£1,472.86	Insurer pays	£1,325.57	10% CHO pays ADR fee £250
	31 - 60 days	£1,472.86	Insurer pays	£1,399.21	5% CHO pays ADR fee £250
	61 days +	£1,472.86	Insurer pays	£1,472.86	0% CHO pays ADR fee £250

9 CREDIT REPAIR

9.1 A supplementary credit repair Agreement is attached (Appendix E). Subscribers may choose to opt in or opt out of complying with this Agreement. GTA subscribing insurers must notify the Independent Chair or Independent Secretary of their choice which will be published on the GTA website.

9.2 All subscribers to the GTA who have elected to also apply the supplementary credit repair agreement are required to also abide by the dispute resolution mechanism as described in clause 2.7 in relation to disputes between individual subscribers to the supplementary credit repair agreement that, in the opinion of either party, raise issues of principle or interpretation of operation or wording of the supplementary credit repair agreement (unless the two subscribers at issue have agreed alternative bilateral arrangements for the resolution of their disputes). The principles in paragraph 2.8 will also apply to any equivalent changes to the supplementary credit repair agreement.

10 RECOVERY AND STORAGE CHARGES

10.1 Clauses 10.2 to 10.8 inclusive are applicable only for the purpose of assessment under the GTA ADR Service set out at Appendix G.

- 10.2 Each customer has a duty to act reasonably in order to mitigate their losses relating to recovery and storage charges and to communicate with the at fault insurer as soon as any circumstances arise that might interfere with effective mitigation of the claim. The CHO must advise customers of their duty to mitigate their loss.
- 10.3 Recovery and storage charges are recoverable under the GTA only where they arise directly from the accident and are reasonably required to move, protect, inspect, repair, or dispose of the vehicle. The daily and mileage rates charged must be fair and reasonable.
- 10.4 Recovery charges are recoverable only where the vehicle could not be safely driven or required removal to prevent obstruction, hazard, or further damage.
- 10.5 Storage charges are recoverable only for periods where storage is necessary to await inspection, authorisation, uplift, or movement to a repairer or salvage agent. Storage is not recoverable for the period after the point at which it was reasonably practicable to move the vehicle.
- 10.6 The CHO must notify the insurer of the vehicle's location at the time of the new claim notification is required to be given under GTA clause 4.1 and must provide reasonable access for inspection..
- 10.7 Recovery and storage charges are recoverable only where the customer has been charged for them or has a contractual liability to pay them. Charges not applied to the customer's account are not recoverable.
- 10.8 Convenience-based recovery charges where the vehicle is moved solely for the business convenience of the CHO or repairer and which are not the responsibility of the customer are not recoverable under the GTA.

11 OTHER EXPENSES

- 11.1 The GTA does not cover any losses arising from personal injuries or anything connected to those injuries. This includes, without limitation, loss of earnings due to injury, medical expenses, treatment costs, rehabilitation costs, and any similar injury-related losses.
- 11.2 The GTA covers expenses incurred by the customer that are reasonable in amount and nature and have been incurred as a direct consequence of the accident and where those expenses are not related to personal injuries. Recoverable expenses may, for example, include but are not limited to, public transport fares, taxi fares, and other necessary travel or incidental costs arising from the unavailability or condition of the customer's vehicle.
- 11.3 Each customer has a duty to act reasonably in order to mitigate their other losses and to communicate with the at fault insurer as soon as any

circumstances arise that might interfere with effective mitigation of the claim. The CHO must advise customers of their duty to mitigate their loss.

- 11.4 Expenses are recoverable only where the customer has been charged for them or has a contractual liability to pay them. Internal, notional, or un-incurred expenses are not recoverable.
- 11.5 The CHO must retain evidence of the expense and confirmation that it was incurred as a direct consequence of the accident.

GTA subscription administration arrangements

1. Subscribers will be required to pay any subscriptions set by the GTA Technical Committee. Failure to pay any subscription within three weeks of a reminder sent four or more weeks after the invoice date will be deemed to mean that the subscriber no longer wishes to subscribe to the protocol and their company name will be removed from the subscriber list.

1.A If a CHO applies to be re-instated within three months of its being removed from the subscriber list in accordance with paragraph 1 above it will need to undergo a half day Applicant Audit at a fee of £1,100 plus VAT¹ in addition to paying the subscription fee and they will not benefit from a set-off of this additional audit fee against their subscriptions described in paragraph 5 below.

1.B If a CHO applies to be re-instated more than three months after being removed from the subscriber list in accordance with paragraph 1 above they will have to apply for a full Applicant Audit and pay the full audit fee of £1,890 plus VAT² in addition to the annual subscription for the year they seek to re-join the GTA and they will not benefit from a set-off of the audit fee against their subscriptions described in paragraph 5 below.

2. Unless agreed to the contrary by the Technical Committee, the required income to cover the GTA administration arrangements will be collected from subscribers with insurers meeting half the costs and CHOs the other half.

3. Subscriptions will be collected for insurers by the ABI and for CHOs by The CHO Ltd. The arrangements will apply whether or not the subscriber is a member of the relevant trade association. The ABI and The CHO will each be entitled to recover, from the sums that they collect, their respective costs of administering the collection of subscriptions from relevant subscribers to the GTA, provided these do not exceed 10% of the sums collected.

4. The ABI and The CHO is able to set separately the basis for the allocation of subscriptions between insurer and CHO subscribers. This must be set following consultation with subscribers (ABI for insurers and The CHO Ltd for CHOs) and must command majority support, by number of subscribers and volume of business. In the absence of majority support for any proposed allocation method, all subscribers for either insurers or CHOs (as applicable) will be required to pay an equal share of the overall share to be collected.

5. The GTA Technical Committee is able to set a fee (at cost) for an independent Applicant Audit to vet any applications from CHOs applying to subscribe to the protocol. Applicant Audit fees will be non-refundable and Applicant Audits only carried out after payment is received. For successful Applicants, the cost of the audit will be



deducted from any subscriber subscription for the year of joining. New subscribers will be required to pay their audit fee and/or subscription for the year of joining up front.

6. Subscribers will be required to co-operate with any Subscriber Audit arrangements agreed by the Technical Committee and communicated to all Subscribers. Failure to co-operate in a Subscriber Audit or engage in the process will be deemed to mean that the Subscriber no longer wishes to subscribe to the protocol and their company name will be removed from the Subscriber list.

7. If any disputes arise in the interpretation or operation of the subscription administration arrangements, these will be considered and resolved by the GTA Technical Committee

APPENDIX A

Credit Hire General Terms of Agreement – NEW CLAIM ADVICE (This form to be completed to the best ability and sent within 1 working day of CHO agreeing services with the customer – please see Guidance at end of form). Do not send additional copies of this form when updating information not available at outset.	
1st Notification From	
Ref Tel No.	Date contact email address
Customer Details Name Address Tel (daytime) Tel (evening) Insurer (if known) Insurer Policy no (if known) Insurer Claim no (if known) Cover Comp/Non-Comp/ DOC (if known) VAT Status Customer's BACS details obtained YES/NO In the alternative the CHC will provide their BACS details (see Guidance below) OR please provide CHO BACS details for any total loss payment if preferred. High risk claimant as per 5.4 of GTA YES/NO If yes, state category – (if information available) [age/experience/occupation/convictions]	Vehicle Details/ Damage Make Model Reg No Still roadworthy? YES/NO Describe damage (areas of vehicle including impact severity)
Customer Replacement Vehicle	Vehicle Inspection Repair (who is dealing with the vehicle damage)
Replacement Required YES/NO We have arranged YES/NO If yes, vehicle details If mobile, date hire to start Anticipated hire group Date and time suitable offer accepted under GTA 3.1 TP insurer to arrange YES/NO	Customer's own insurer? YES/NO Credit hire company to arrange? YES/NO Alternative acc mgt co (or alternative) offering credit repair service? YES/NO At fault insurer to arrange? YES/NO If yes, name address and phone number of repairer/storage yard Availability/access requirements if insurer wishes to inspect vehicle at the above location Estimate / photos if available Date vehicle placed at repairer/ storage yard (if known)

Responsible Driver	Personal injury
Name	Was anyone injured YES/NO
Address	Name(s)
Tel (day) (evening)	
Pol/Cert No	Solicitor appointed YES/NO
Vehicle Make/Model	Solicitor name and address
Reg No	
Policyholder (if not driver)	
Accident Circumstances Date Time Location Police involved YES/NO Is dashcam / CCTV likely to be available? YES/NO Witness names and addresses Please provide as detailed a description of the accident circumstances as is possible at this time (attach diagram if appropriate). Information exchanged at scene (any available information and copy of any available documentation - limited to that which is available at this time only)	
GUIDANCE: Completion of this document is to provide an early indication to the insurer about the nature of the claim. <u>This is not part of a process of gathering evidence. All information provided such as the accident description are subject to confirmation or change on disclosure of evidence.</u> As much information as is available within 1 working day of the CHO agreeing services with the customer should be provided but if not available, please enter “not known”. The enquiry about BACS details is to assist on cases where the vehicle is deemed a total loss. It is not compulsory and is not a request to send the information but is designed to allow the insurer to know whether they will receive these with the engineer’s report or whether they will need to be liaising with the claimant directly for this information. There is an option to provide the CHO BACS details if total loss payments are to be made that way.	



APPENDIX B

HIRE PERIOD VALIDATION FORM

To be supplied by CHO and included in Payment Pack

Date of notification
by policyholder to
1st party insurer (If available)

Date of inspection (If available)

Date repair authorised

In total loss/cash in
lieu case - Date of settlement offer
- Date offer accepted
- Date cheque received

If repair case - Date satisfaction
note signed

(Attached - copy estimate or agreed labour figure or, if not available, telephone contact details for garage)

If applicable – explanation for delays

CREDIT HIRE GENERAL TERMS OF AGREEMENT

MITIGATION QUESTIONNAIRE/STATEMENT OF TRUTH

TO BE COMPLETED BY CHO

NAME

DATE

REF

TEL

FAX NO

E-MAIL ADDRESS

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 agreeing to enter into the hire agreement my duty to keep my losses to a minimum have been explained to me and

I had not received an offer for a replacement vehicle from the at-fault insurer.

OR

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.

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

-of age (I am under 25 or older than 70)
-of occupation (I am in one of the following groups:
Professional – Sportsmen/Women, Actors, Entertainers,
Gamblers and Musicians, Publicans, Journalists)

-I have held a full driving licence in the UK for less than 12 months
-of convictions/points (I have convictions resulting in an unspent ban or 7 or more outstanding points in the last 4 years)

I believe that the facts stated in this mitigation statement are true. I understand that proceedings for contempt of court may be brought against anyone who makes, or causes to be made, a false statement in a document verified by a statement of truth without an honest belief in its truth.

Signed..... Name in Block Capitals.....
Address.....Date.....



APPENDIX D

CREDIT HIRE GENERAL TERMS OF AGREEMENT – SPECIMEN PAYMENT REQUEST LETTER

Specimen Payment Request Letter (applicable to GTA Repair and Hire Agreements)

This claim is made under the terms of the GTA Credit Repair Agreement and payment is required within one calendar month

We initially advised you of this claim on the

or

This is our first notification and New Claim Advice form is attached.

This claim was referred by an insurer? YES/NO

The claim consists of, net of VAT, if this tax is recoverable (complete as appropriate)

Administration fee (repair/hire only or combined) £

- Repair cost (Supported by engineer's report (if applicable) and repairer's invoice) £
- Total Loss Payment £
NB Settlement of total losses will normally be made direct with the customer

(Supported by engineer's report)

- Hire Cost (Supported (as appropriate) by invoice/engineer's report/payment date (total loss/satisfaction note) £
 - Engineer's Fee (Supported by fee note) £
 - Customer Excess (Supported by invoice/insurer confirmation) £
 - Storage & Recovery (Supported by invoice) £
 - Other as detailed
- TOTAL £

All appropriate documents are enclosed in support together with the Mitigation Questionnaire/Statement of Truth signed by our customer and the Hire Period Validation Form, if applicable.

Please forward a cheque for the total cost payable to ourselves
or

Please forward cheques as follows.....

We should be promptly advised if payment will be delayed beyond one calendar month.

CREDIT HIRE GENERAL TERMS OF AGREEMENT - CREDIT REPAIR AGREEMENT**1 INTRODUCTION**

- 1.1 This repair protocol is intended to operate where a customer does not have the benefit of comprehensive cover on their own vehicle or by agreement with the fault insurer.
- 1.2 If a request comes from a comprehensively insured claimant, he/she must be given the full facts and choices which are available.
- 1.3 Each customer has a duty to act reasonably in order to mitigate their losses and to communicate with the at fault insurer as soon as any circumstances arise that might interfere with effective mitigation of the claim. The CHO must advise customers of their duty to mitigate their loss and their ultimate responsibility for payment of the repair account in accordance with the CHO's contract terms and conditions.
- 1.4 The customer may choose either:

OPTION 1

- 1.5 The "at-fault" insurer's approved repairer network and receive the benefit of the terms and conditions offered by that repairer as though they were an insured (ex courtesy vehicles) unless agreed otherwise.

or

OPTION 2

- 1.6 An *independent repairer* of their choice subject to an *independent engineer* – or, if elected by the insurer, an insurer nominated engineer - being
- (a) satisfied that the chosen repairer has the skill and equipment to undertake the work
- and
- (b) able to agree repair terms that satisfy the requirements of this credit repair Agreement

2 GLOSSARY OF TERMS**Independent Engineer**

- 2.1 The inspecting engineer will be an appropriately qualified person. This is someone who has a comprehensive technical education and training record, relevant to motor vehicle repair. They will also have passed and hold a current competency based assessment for salvage categorisation provided by the Institute of Automotive Engineer Assessors (IAEA) or any other industry recognised body or examiner.

The CHO will have no financial interest/connection with the *independent engineer*.

Independent Repairer

- 2.2 A bodyshop nominated by the CHO or the vehicle owner who will undertake the necessary vehicle repair on the terms specified by the *independent engineer*.

Repair Option

- 2.3 Option 1 or 2 as detailed above.

Payment Pack

- 2.4 Documentation submitted to the at fault driver's insurer in support of claim being submitted. Full details are contained in the payment procedure section of the GTA (section 6).

3 OPERATING PROCEDURES

- 3.1 When a CHO identifies the at fault driver's insurer as a subscriber to this repair agreement and within one working day of the CHO agreeing services with the customer in accordance with clause 4.1, they must notify them in accordance with the insurer's specified procedure (see Appendix A to the GTA for specimen New Claim Advice Form which covers hire, repair and personal injury). In the absence of a reasonable explanation for failure to notify the insurer in accordance with clause 4.1, the insurer will not be liable for storage/hire charges incurred before the notice was given. This notification will indicate which Repair Option is required.

(a) Option 1 Procedure (Insurer's Approved Repairer)

- (i) Insurer will respond within 5 working days of receipt of the New Claim Advice Form and ensure that an early decision will be given on liability. Subject to acceptance the insurer will nominate their chosen repairer(s) and vehicle inspection arrangements.
- (ii) CHO will promptly advise their customer and liaise with nominated repairer to arrange vehicle inspection and repair (Appendix E1 for specimen instruction letter)
- (iii) Vehicle inspection will be in accordance with insurer's requirement (ie in-house engineer or independent) and will be detailed by insurer when repairer is nominated,

- (iv) Repair authorisation will be deemed to be by the vehicle owner, with the repair account direct to at fault driver's insurer supported by a standard satisfaction note (a copy of which will be provided to the CHO to support the hire period).
- (v) CHO will liaise with repairer to identify the anticipated repair completion date but the responsibility for minimising repair period remains with the at fault driver's insurer.
- (vi) On completion of repair appropriate account submitted to "at fault" insurer (see payment procedure)
- (vii) Any complaints relating to the repair will be handled by the insurer as though the complainant were a policyholder.

(b) Option 2 Procedure (*Independent Repairer*)

- (i) When reporting a claim to the "at fault" insurer, the CHO will also, depending on the insurer's elected preference, either:
 - instruct an *independent engineer* (within 24 hours of the customer electing option 2) to inspect the vehicle (Note: the insurer agrees to pay a contribution of up to £50 plus vat toward the engineer's fee and associated expenses irrespective of policy liability), or
 - advise the insurer to arrange the vehicle inspection by a staff engineer (or insurer nominated engineer)

In circumstances when the insurer has elected the latter option, the insurer will not dispute an elongated hire claim which has resulted from its failure to arrange the inspection promptly. The insurer will be responsible for monitoring the repair process. The staff/insurer-nominated engineer inspection should be carried out within the same period as set out in 6.3 (i) below.

- (ii) The CHO will recover the damaged vehicle to a repairer in the vicinity of the damaged vehicle to minimise recovery charges. The repairer will not charge storage charges where the vehicle is ultimately repaired by them.
- (iii) The engineer will normally authorise the repair at the time of inspection.
- (iv) The CHO will monitor the repair period to ensure that repairs are completed within timescale finally agreed by the *independent engineer*. (Note: The initial authorisation to the *independent repairer* requires them to advise the *independent engineer* if the repair is likely to exceed the period initially agreed). The at fault driver's insurer will not accept liability for a hire period beyond the repair period agreed by the *independent engineer*

- (v) On completion of the repair, the *independent repairer* will submit the repair account, together with the customer satisfaction note either:
 - direct to the CHO, if the account tallies with the agreed estimate, or
 - to the engineer, if the account and the estimate do not tally.
- (vi) Any complaints regarding a repair are the sole responsibility of the CHO (who may involve an *independent engineer*) without recourse to at fault driver's insurer.
- (vii) The CHO will advise the at fault driver's insurer within one working day of receipt of the *independent engineer's* report when a vehicle is a total loss or repair costs exceed 66% of the pre-accident value or there is likely to be a significant delay in delivery of any required parts. The report must be faxed/e-mailed by the CHO to the at fault driver's insurer.

4 INDEPENDENT ENGINEERS AUDIT – (Option 2 claims only)

- 4.1 The initial claim advice submitted by the CHO will identify the *independent engineer* who has been instructed and the location of the damaged vehicle. At the discretion of the at fault driver's insurer they may arrange their own inspection of the damaged vehicle to validate the costs involved. Any adverse findings from such an inspection will be shared with the CHO but will not affect payments to be made to them unless they or their nominated repairer are shown to be implicated or are in breach of the terms of this protocol.
- 4.2 If an insurer is not happy with the performance of an *independent engineer* it can, on provision of evidence of the engineer's shortcomings, require the CHO to stop using the engineer in the future. In the event that an insurer discovers evidence of fraud all CHOs who are signatories to this Agreement should be instructed to stop using the engineer and the IAEA (or other industry recognised body or examiner providing the certification) will be asked to investigate the matter and review the engineer's membership of the certifying organisation.

5 PAYMENT PROCEDURE/ADMINISTRATION FEE (this section should be read in conjunction with the similar section in the GTA)

- 5.1 If Option 1 is chosen the insurer will pay an administration fee as appropriate. In respect of hires started before 1st July 2011 the at fault driver's insurer will pay the CHO an administration fee of £30, plus VAT. If the CHO has also arranged a credit hire then a combined fee of £50 plus VAT is payable. (These fees will only apply when the customer retains responsibility for payment of the repair/hire charges.) In respect of hires on or after 1st July 2011 and before 15th June 2012 the at fault driver's insurer will pay the CHO an administration fee of £31, plus VAT. If the CHO has also arranged a credit hire then a combined fee of £51 plus VAT is payable. In respect of hires on or after 15th June 2012 the at

fault driver's insurer will pay the CHO an administration fee of £37, plus VAT. If the CHO has also arranged a credit hire then a combined fee of £57 plus VAT is payable.

6 INDEPENDENT ENGINEER SERVICE STANDARDS

- 6.1 Engineers will operate to the following Service Standards and exercise impartial independent judgement as though operating as an independent expert responsible to the Court. They will receive instructions from the CHO but these should be considered to be jointly from the "at fault" insurer who in turn agrees to pay a contribution of up to £50 plus VAT toward the engineer's fee and associated expenses. The engineer's report will not normally be supplied to the insurer until the invoicing stage; however, individual insurers can request the report when it is first available.
- 6.2 The engineer should liaise with the at fault driver's insurer if the supply of parts is delayed as they may have facilities to assist.
- 6.3 **The Service Standards are:**
- (i) Vehicle to be inspected within 2 working days of instruction, except in exceptional circumstances, and report submitted by e-mail/fax to instructing CHO within 2 working days of inspection
 - (ii) Vehicle repair time to be based on "Thatcham" times or an agreed computer estimating program if available
 - (iii) Hourly labour rate to be "A reasonable and appropriate figure based on geographic location and bodyshop facilities". The repair figure should not be influenced by who gave the instructions on the basis that the engineer is independent and not a representative of one or other party. The engineer should negotiate appropriate market discounts to the retail rates charged by a garage including ensuring that all standard market discounts and commissions are passed on to the insurer, including labour, parts, paint and materials and engineer's fee. The rates should not be out of line with the rates available in the locality in question.
 - (iv) Engineer's report will record instruction date
 - (v) Repair period (including parts delivery if vehicle unroadworthy) to be agreed with bodyshop at time of vehicle inspection
Engineer's report to identify whether damaged vehicle roadworthy (including consideration of temporary repairs) plus
 - Number of repair hours agreed
 - Hourly rate agreed
 - Repair period agreed
 - (vi) Total loss valuations to be based on appropriate vehicle guides and local knowledge
 - (vii) Engineer's report to identify where repair cost exceeds 66% of vehicle value or significant delay likely for required parts

- (viii) Bodyshop to liaise with engineer in event of parts delay or additional work being required. Where required, any follow-up inspection and revised report issued within 3 working days of notification
- (ix) Repair account checked and submitted to CHO within 2 working days
- (x) Engineer agrees to and will co-operate with at fault driver's insurer audit programme.

CREDIT HIRE GENERAL TERMS OF AGREEMENT – SPECIMEN INSTRUCTION LETTER FROM CHO TO REPAIRER (WHEN OPTION 1 CHOSEN)

Our customer is an innocent third party. We have received confirmation from the at fault insurer that our customer may authorise you to complete repairs as described below and for you to invoice the insurer direct for the agreed full cost.

This letter authorises you to carry out the repair. Where necessary you should collect the vehicle (settling outstanding charges), subject to them being agreed by the insurer's engineer.

Please contact our customer to arrange for the repair to be carried out without delay. No replacement vehicle is required. Please advise us when the repair will commence and be completed as we need to arrange delivery/collection of the hire vehicle.

On completion of the repair our customer should be asked to sign a collection note. A copy of it and of the at-fault insurer's engineer-approved account must be sent to us for information. The original must be sent to the insurer's office set out below for payment.

If the insurer's engineer considers the vehicle to be beyond economical repair, he must telephone both ourselves and his own office (as detailed below) with the assessment of the pre-accident and salvage values. Our customer will arrange to remove the vehicle from your premises.

Regardless of repair or total loss the insurer's engineer must forward his report to his company's office.

Customer/Third Party Details:	Name Address Postcode	Telephone Day Evening TP to pay VAT? Yes/No
Insurer Office Details	Office	Telephone
	Claim No	Policyholder
Incident Details:	Date Brief Details	
Damaged Vehicle:	Make	Model Reg No
Areas of Damage		
This letter was compiled by (name)		on behalf of
Signed		Date

APPENDIX F

The General Terms of Agreement (“GTA”) between subscribing Insurers and Credit Hire Companies (“CHOs”)

GTA Strategy Board

1. Introduction

The GTA is a set of industry agreed principles, rules and guidelines that insurers and credit hire companies agree to voluntarily, to manage temporary replacement vehicle motor claims. It was created in 1999 and has been the benchmark for the operation of the UK credit hire sector ever since.

The key aims of the GTA include:

- (a) Reducing frictional cost in resolving claims for credit hire.
- (b) Achieving reductions in operational cost for both insurers and CHOs.
- (c) Delivering a better customer experience to claimant and policyholder alike.
- (d) Reducing litigation volumes and legal costs.
- (e) To create and maintain a high-level forum for debate for the purpose of creating policy to ensure the GTA is fit for purpose in the face of the continued change in the vehicle supply and motor insurance industries.
- (f) Providing, through the GTA Technical Committee, workable principles, rules and guidelines that reflect policy.

2. Title

- The high-level forum referred to shall be known as the GTA Strategy Board (“the Board”).

3. Membership of the Board

- a) The membership will consist of at least 6 and no more than 10 Board members (who will not be Technical Committee members unless specifically invited to contribute an opinion by one of the below) plus:
 - an Executive Independent Chair who shall be Chair who may also act as the Chair for the GTA Technical Committee,
 - the leader of the CHO group on the Technical Committee (the CHO Leader) and
 - the leader of the insurer group on the Technical Committee (the Insurer Leader).
- b) The Executive Independent Chair will be responsible for organising and chairing meetings, creating meeting agendas, and keeping minutes of meetings in the same way that meetings are organised for the Technical

Committee.

- c) The Board members will be either representatives of insurers or CHOs, there will be equal numbers of each group of Board members who should, after consultation, be representative of the business interests of the subscriber community they represent.
- d) Founding Board members will be nominated by each of the Leaders for their respective group. Board members will serve for a period of 2 years.

4. Terms of Reference of the Board

- a) The Board will be responsible for formulating policy and strategic matters relating to the operation of the GTA.
- b) The Board will meet on at least three occasions in each calendar year.
- c) The Board will publish (on the GTA website) a strategy document setting out the strategic objectives of the GTA for a minimum period of 24 months.
- d) The Board will conduct an annual review of strategy and the performance of the Board and the Technical Committee in delivering the strategic objectives and will publish an updated strategy document at least every 24 months.
- e) The Board will not act as an appellate body from the Technical Committee in respect of GTA complaints resolution.
- f) Practical matters of a significant nature will be initially reserved to the Board for guidance on policy aims.
- g) Practical matters such as changes to the range of daily settlement rates, late payment penalties, administration fees and other additional charges (including charges that are expressly stipulated as non-payable) will be initially reserved to the Board for guidance on policy aims.
- h) Matters that are initially reserved to the board will be considered and then submitted with policy guidance to the Technical Committee for consideration in accordance with the processes set out at 2.8 to 2.10 of the GTA. The GTA Independent Chair will deal with any questions that might arise at a Technical Committee meeting.
- i) In the event of a dispute between the Technical Committee and the Board about whether a matter is “significant”, a ruling will be provided in the absolute discretion of the Independent Chair.
- j) The reasonable cost of holding meetings of the Board will be borne out of GTA subscriptions.

- k) The names of the Board members will be published on the GTA website.
- l) The Board will at all times be mindful of the risk of a breach of competition law in all of its dealings and will seek appropriate advice through the Independent Chair when required.

5. Meetings of the Board

- a) Meetings of the Board will be in person at a venue decided by the Independent Chair.
- b) Each meeting of the Board will be attended by an equal number of insurer and CHO representatives with a minimum of 2 representatives from each side in addition to the 2 leaders and the Independent Chair.
- c) Decisions made by the Board as part of the process of creating guidance on policy aims, must be made on a unanimous basis and if unanimity proves impossible, the Chair will be empowered to make a decision. If the Chair is required to make a decision, the same provisions that apply to the Technical Committee in clause 2.8 a) (i) to (vi) will apply to the Strategy Board save that a Board member that is unable to attend a Board meeting in person or by video link will be permitted to appoint another Board member to act as their proxy and vote on their behalf. Board members may also appoint a deputy to attend and vote at the meeting on their behalf. Such appointments must be made from the same organisation or if that is not possible, from the same insurer or CHO group and must be notified by email to the Chair at least 24 hours before the Board meeting starts.

APPENDIX G

The GTA ADR Service Rules

Overview (not forming part of the GTA ADR Service Rules)

The GTA requires subscribers to resolve disputed GTA claims using the GTA ADR Service which is provided online exclusively to GTA subscribers.

“ADR” is an acronym for Alternative Dispute Resolution. The type of ADR used by the GTA is Independent Expert Determination which is a contract-based process where the subscribers agree to the appointment of an Independent Expert to decide a technical or valuation dispute such as the measure of damages under the GTA in a credit hire claim. The Expert’s decision is final and legally binding.

Use of the GTA ADR Service is compulsory under the GTA unless both subscribers agree otherwise, or if the case fits within one of the listed circumstances set out at GTA clause 7.4. Disputes can be resolved against a background of liability already agreed, subject to liability, or to determine liability itself.

The scheme adopts a commercial approach and resolves disputes directly between CHOs and insurers only. Disputes can be resolved in relation to credit hire or repairs without impacting on any other claim, for example a personal injury claim, including in relation to liability apportionment.

Decisions will be based on the GTA itself. The process is designed to be simple and efficient. The GTA ADR process is started by one of the subscribers giving email notice to the other subscriber’s escalation contact. The other subscriber then has seven days to respond to the referral and confirm (If appropriate) that the case can proceed to GTA ADR.

There is then a fourteen day period to allow the subscribers to upload their documents to the Platform together with any written points they wish to make to the Independent Expert. That is then followed by a fourteen day period for reflection or to allow settlement proposals to be made after which time the Independent Expert will be appointed. Decisions are then normally made within the following seven days.

In summary the timeline of the service is:

- Referral for GTA ADR – 61 days after delivery of a clean Payment Pack (or earlier by agreement)
- Response to referral – 7 days after referral
- Document upload period – 14 days after response
- Reflection / Settlement period – 14 days after document upload
- Determination period – 7 days or less after reflection
- Payment period – 14 days after Decision.



GTA ADR Service Rules

Definitions used and calculation of time in these Rules

ADR – alternative dispute resolution.

Challenge Service Provider – an organisation appointed by the GTA Technical Committee for the purpose of appointing a single challenge reviewer to conduct a review under section 6 of Appendix G.

Decision – the document that contains the Independent Expert's final decision. There is a Decision in every case, but its name does not imply that one of the Subscribers will always receive something of monetary value. The Independent Expert may decline to award any damages for lack of evidence.

GTA - please see www.gtacredithire.com/protocol/

GTA ADR Service – the service provided by the GTA to resolve GTA based disputes using an ADR system commonly known as Independent Expert Determination.

GTA ADR Service Fee – the fee described in GTA clause 7.12 and charged to Subscribers in accordance with GTA clause 8.8 (a) and (b).

Platform – a software platform made available to Subscribers on a SaaS basis for the purpose of running the GTA ADR Service.

Service Fee Remittance – a payment made by the Service Provider to a Subscriber or Subscribers under GTA clause 8.8 (c). This remittance is calculated by deducting the Service Provider's costs and fees charged for use of the Platform from the amount of the GTA ADR Service Fee. This amount will be determined by the GTA Technical Committee on or about 1 July each year and will be applicable for the period of 12 months thereafter.

Service Provider – an organisation appointed by the GTA Technical Committee for the purpose of managing and giving effect to the GTA ADR Service.

Subscriber – in this Appendix G - an insurer or CHO that has subscribed to the GTA and who is involved in making or defending a claim which has fallen into dispute and is being resolved under the GTA ADR Service.

Calculation of time

Note that all time periods referred to in these Rules are calculated as calendar days but where the period includes a Bank Holiday, Christmas Day or Good Friday in England and Wales, that day does not count.

1. Availability of the GTA ADR Service

- 1.1 The GTA ADR Service will be open only to GTA subscribing CHOs and Insurers to resolve disputed claims under the GTA.
- 1.2 Each Subscriber will have the necessary specific or standing authority from their hirer or policyholder to resolve the claim in this way. It is acknowledged that an insurer dealing under Article 75 or as RTA insurer may not be in a position to hold such authority and may not be in a position to engage in GTA ADR. However, it is essential that early disclosure of that situation occurring is given to the other Subscriber in order to avoid unnecessary complaints arising under GTA clause 2.7.
- 1.3 When Subscribers enter into GTA ADR, they agree to be bound by these rules which will form part of a binding GTA ADR agreement to resolve the dispute by way of Independent Expert Determination. The agreement will bind the Subscribers in each case without prejudice to any rights of the underlying claimant or policyholder to pursue or defend other causes of action and heads of claims not included in the GTA ADR process. Any Decision by the appointed Independent Expert will legally bind the Subscribers involved but will not compromise any additional causes of action or heads of claim (for example a personal injury claim) between the underlying claimant or policyholder arising from the same incident whether by quantum or by liability apportionment.

2. The Independent Expert

- 2.1 The Independent Expert will be appointed by the Service Provider after the completion of the process set out in GTA clause 7.9 but before the end of the Upload Period described in clause 3 of this Appendix G. The Independent Expert will be appointed from one of the Service Provider's panel of Independent Experts who have expertise in relation to credit hire and claims made under the GTA. Selection will be made according to availability of the Service Provider's panel of Independent Experts.
- 2.2 Any Independent Expert selected by the Service Provider must as soon as is reasonably practical disclose to the Service Provider any circumstances that might reasonably give rise to a justifiable doubt as to the Independent Expert's impartiality in relation to the subject matters of the case.
- 2.3 When making a Decision, the Independent Expert will act fairly and impartially as between the Subscribers involved in the claim and each Subscriber will be provided with a reasonable opportunity of putting forward their case.

- 2.4 The Independent Expert's acceptance of their appointment in a case will confirm their agreement to conduct the Independent Expert Determination in accordance with the rules in this Appendix G.
- 2.5 Neither of the Subscribers will have the right to unilaterally object to the appointment of an Independent Expert unless the objecting Subscriber can substantiate a conflict of interest or other compelling reason affecting the Independent Expert's ability to conduct the Independent Expert Determination. Any such objection must be submitted to the GTA Chair for consideration before the end of the Upload Period (see Appendix G clauses 3.2 and 3.3 below).
- 2.6 The Independent Expert's appointment may not be revoked except:
- (a) by the Subscribers acting jointly with agreement confirmed in writing;
or
 - (b) by the Service Provider or by the GTA Technical Committee in the event of any question arising as to the capacity, conduct or ability of the Independent Expert to complete the Independent Expert Determination in accordance with this Appendix G.
- 2.7 The appointment of the Independent Expert shall cease upon his death. The Independent Expert will resign in the event of an actual conflict of interest arising. The Independent Expert will notify the Subscribers immediately of his resignation. In both situations, the Service Provider will appoint a further Independent Expert and the normal timescales for completion of the Independent Expert Determination will apply from the date of new appointment.
- 2.8 When conducting the Independent Expert Determination, the Independent Expert will not be liable for anything done or omitted in the discharge of his duties as Independent Expert unless the act or omission is shown to have been in bad faith.
- 2.9 The Independent Expert will be required to make a Decision in relation to heads of claim and/or liability as was confirmed as being in dispute when the Subscribers went through referral process set out at GTA clauses 7.8 and 7.9.
- 3. Commencement of Independent Expert Determination process and the Upload Period – 28 Days**
- 3.1 The Independent Expert Determination process will commence on the date that the Subscribers complete the process described in GTA clause 7.9. The Upload Period begins when the process commences and is split into two parts.

- 3.2 In the first part of the Upload Period both Subscribers will have a period of fourteen days to upload any or any additional evidence that they wish to submit to the Independent Expert. In addition, any observations or submissions that they wish to make on the merits of their case should be prepared and uploaded. Each Subscriber must also complete and upload a statement in the format set out at Schedule 1 about areas of dispute and offers for hire charges and VAT (calculated in accordance with GTA clause 8.6) made prior to the commencement of GTA ADR. Documents (including observations or submissions) uploaded after the end of this first fourteen day period will be inadmissible unless an explanation for their late upload is provided and the Independent Expert in their absolute discretion believes that their admissibility is required to ensure the fair and efficient resolution of the issues between the Subscribers. Subscribers are reminded of the Independent Expert's discretion when awarding GTA ADR Service fees, Adjustments and Additional Amounts referred to in GTA clause 8.4 and summarised in section 5 of these Rules. The Subscribers will be required to input a minimum level of information on to the Platform. This will be set out on the Platform and will include information about the date, time and location of the accident and the total amount claimed.
- 3.3 The second part of the Upload Period begins immediately after the end of the first part and will last for a period of fourteen days. During this period the Subscribers should review the evidence that has been uploaded and consider whether a fair settlement can be achieved. If settlement can be achieved, an agreed note of the settlement terms dealing with the amounts agreed for each head of claim should be uploaded to the Platform and designated as a "Settlement Memo". Upon receipt the Independent Expert will make a Decision with reasons stated as "Agreed by Subscribers". If the Subscribers are agreed on the amount of damages to be awarded but cannot agree on the issue of who shall be responsible for the GTA ADR Service fee, the Settlement Memo should record that fact with the reasons for disagreement. The Independent Expert will then make a Decision for the agreed damages and the disputed GTA ADR Service fee.
- 3.4 At the time that the Independent Expert Determination process commences all documents previously uploaded to the Platform will be automatically made available to the Independent Expert. Details of settlement discussions and offers made will be made available. This will include correspondence relating to any intervention offers including responses by the other Subscriber or the owner or user of the accident damaged vehicle. Where a case has not previously been uploaded to the Platform, the Subscribers will upload their documents in support of their case in the same way.
- 3.5 If the evidence or submissions uploaded to the Platform are in the opinion of the Independent Expert, insufficient to make a Determination, the Independent Expert will issue a notice to both Subscribers indicating the evidence or

additional information that is required and which Subscriber is required to comply. Unless confirmed otherwise the Subscribers will be required to comply with that request within fourteen days. The calculation of time relating to the duration of the Determination Period will be suspended during the period covering any request for additional information or evidence or for a response by a Subscriber under clause 3.5 of this Appendix G.

- 3.6 Immediately following compliance by a Subscriber with a notice issued by the Independent Expert under clause 3.5 of this Appendix G, the other Subscriber will be allowed a further period of fourteen days in which to upload additional consequential evidence or submissions in response.
- 3.7 If a Subscriber fails to comply with a request under clause 3.5 of this Appendix G the Independent Expert shall be entitled in his absolute discretion to allow further time, to determine the outcome of the case without the additional information, or to terminate the Independent Expert Determination process in which case the defaulting Subscriber will be required to pay the GTA ADR Service Fee.
- 3.8 Evidence or requests for evidence in relation to impecuniosity, BHR or other credit hire daily rates (other than GTA Maximum Daily Rates) will not be admissible and will not be considered by the Independent Expert. The only admissible evidence in relation to daily rate will be the Maximum Daily Rates and vehicle groupings published and available for download from the GTA website. The only exception is where there is a genuine dispute between the Subscribers under GTA clause 3.1. In such a case the Independent Expert may consider evidence of intervention rates if he concludes that the CHO has proceeded to put the customer in hire in breach of GTA clause 3.1.

4. The Determination Period and the Decision – Seven Days

- 4.1 The Independent Expert will begin his assessment after the Upload Period has ended. At this point the case moves into the “Determination Period”. The Determination Period lasts seven days. Any inadmissible documents (as defined by clause 3.2 of this Appendix G) or documents uploaded during the Determination Period (except those requested by the Independent Expert under clause 3.5 of this Appendix G) will not be considered.
- 4.2 The Independent Expert will determine the case in accordance with the GTA (which will include rules about intervention offers under GTA clauses 3.1 to 3.6) and make a Decision. ADR Decision Adjustments, ADR Additional Amounts and GTA ADR Service fees will be assessed and awarded in accordance with GTA clause 8.4 and if appropriate in the opinion of the Independent Expert. The Independent Expert will, for example, ensure that ADR Decision Adjustments, ADR Additional Amounts or GTA ADR Service fees are not awarded where he believes that a Subscriber has been deliberately manipulating the GTA ADR



Service system with an intention to create or increase ADR Decision Adjustments or ADR Additional Amounts.

- 4.3 At all times, the Independent Expert must take account of:
- (a) the duty of a customer to act reasonably in order to mitigate their losses in accordance with GTA clause 4.3 and,
 - (b) When exceptional circumstances arise when applying the provisions of GTA clause 4.8.
- 4.4 The Independent Expert's Decision will be submitted to the Subscribers by delivery back to the Platform at or before the end of the Determination Period.
- 4.5 If a Decision is made in favour of a Subscriber, it will specify the amount to be paid by way of damages and what that payment is for. In addition, the Independent Expert will specify which Subscriber shall pay the GTA ADR Service fee and in what proportions in accordance with GTA clause 8.4. No award will be made for legal costs in favour of any Subscriber.
- 4.6 Subscribers are required to comply with the terms of all Decisions made by the Independent Expert
- (a) within seven days after the period allowed for a challenge in accordance with section 6 of the GTA ADR Service Rules has ended or,
 - (b) if the Subscriber who is the receiving party as a result of a Decision, has confirmed in writing to the other Subscriber that is the paying party that they accept the Decision and will not seek to make a challenge to that Decision under section 6 of the GTA ADR Service Rules, then that other Subscriber that is the paying party under the Decision must comply with the terms of the Decision within fourteen days of receipt of that confirmation.
- 4.7 If a challenge is made by one Subscriber in accordance with section 6 of the GTA ADR Service Rules within the time limits set out in those Rules, clauses 4.6 (a) and (b) will not apply.
5. **GTA ADR Service fees, ADR Decision Adjustments and ADR Additional Amounts**
- 5.1 GTA clause 8.4 provides details of Decision awards of GTA ADR Service fees, ADR Decision Adjustments and ADR Additional Amounts that can be

made by the Independent Expert in addition to the substantive awards for each head of claim made.

It is recorded in the GTA that Subscribers have acknowledged that the timing-based adjustments in GTA clause 8.4 serve the legitimate commercial and operational interests of both insurers and CHOs. These interests include:

- (a) promoting timely exchange of information and early engagement on liability and quantum;
- (b) reducing avoidable delay in the assessment and settlement of legitimate hire charges;
- (c) encouraging the presentation of complete and accurate Payment Packs at the earliest opportunity;
- (d) supporting predictable, efficient, and proportionate use of the GTA ADR process; and
- (e) ensuring that the costs and administrative burdens associated with late or incomplete engagement are allocated fairly between the Subscribers.

5.2 GTA Subscribers have further acknowledged when subscribing to the GTA that the ADR Decision Adjustments and ADR Additional Amounts in GTA clause 8.4 are designed to incentivise procedural efficiency and cooperation, to reduce frictional cost within the GTA framework, and to promote the orderly and timely resolution of disputes. The ADR Decision Adjustments and ADR Additional Amounts are proportionate to these legitimate interests and are not intended to operate as a penalty, sanction, punishment, or deterrent.

5.3 GTA ADR Service Fees apply to each case as stated in GTA clause 7.12. All prices stated are plus VAT at the applicable rate. They are:

- (a) Liability only £100
- (b) Liability and quantum £400
- (c) Quantum only £350

5.4 Liability to the Service Provider for payment of a GTA ADR Service Fee is set out in GTA clause 8.8 as follows:

(a) Where the Independent Expert awards the GTA ADR Service Fee in favour of one Subscriber, the other Subscriber is liable to pay the Service Provider; or

(b) where the Independent Expert awards of one half of the GTA ADR Service Fee in favour of one Subscriber, each Subscriber is liable to pay the Service Provider one half of the fee.

(c) The Subscriber in whose favour the Independent Expert awards the GTA ADR Service Fee in the situation described in GTA clause 8.8 (a) shall also receive payment from the Service Provider in respect of the Service Fee Remittance. In the situation described in GTA clause 8.8 (b), the Service Provider will make a payment to each of the Subscribers of one half of the Service Fee Remittance.

6. Challenges to the Validity of a Decision

6.1 Either Subscriber may challenge a Decision only on the following grounds if it is alleged that:

(a) there has been a material procedural irregularity. This would be where there has been a serious departure from the published GTA ADR procedure which may have affected the outcome; or

(b) there has been a manifest error. This would be where there has been an obvious and objectively verifiable error material to the outcome; or

(c) there was a jurisdictional error or manifest departure from instructions. This would be where the Independent Expert determined an issue not referred to him or failed to determine an issue that was referred to him, or

(d) bias on the part of the Independent Expert when making the Decision.

6.2 No challenge to the validity of a Decision may be brought on any ground other than those listed at clause 6.1 of this Appendix G. A challenge to the validity of a Decision may not be brought to challenge the Independent Expert's judgment, evaluation, or weighting of evidence, nor as an attempt to introduce

new evidence except when alleged to have arisen out of a procedural irregularity.

- 6.3 Challenges to the validity of a Decision shall be determined by a single challenge reviewer (SCR) appointed by the Challenge Service Provider from the Challenge Service Provider's panel of Independent experts who will have had no involvement in the original Independent Expert Determination. The SCR shall conduct a paper-only review.
- 6.4 If a Subscriber wishes to make a challenge to the validity of a Decision it must submit a Notice of Challenge to Validity of a Decision, to the Independent Chair of the GTA at chair@thegta.co.uk in the format set out below ("NOTICE OF CHALLENGE TO THE VALIDITY OF A DECISION") at Schedule 2 to this Appendix G within fourteen days of the date of receipt of the Decision, specifying the ground(s) relied upon and providing all supporting material. The other Subscriber shall have fourteen days to submit a written response to the Independent Chair.
- 6.5 Only material that has already been considered by the Independent Expert or new material directly relevant to demonstrating one of the permitted grounds will be considered in the challenge.
- 6.6 The Independent Chair will refer the challenge and response to the Challenge Service Provider at the end of the periods specified in clause 6.4 of this APPENDIX G. The SCR will give his decision in writing which will be uploaded to the Platform and may:
- (a) uphold the Decision;
 - (b) correct the Decision including any Decision made under section 5 of the GTA ADR Service Rules or GTA clauses 8.4 to 8.7;
 - (c) remit the matter to the original Independent Expert for correction; or
 - (d) in cases of jurisdictional error, direct that the matter be determined afresh by a different Independent Expert.
- 6.7 The SCR shall apply a narrow standard of review and shall not substitute their own judgment for that of the Independent Expert on matters of evaluation.
- 6.8 The SCR's decision will be final and binding, and no further challenge shall be permitted under this Appendix G. Subscribers are required to comply with the SCR's decision within fourteen days of their completion and publication on the Platform.



- 6.9 A non-refundable fee of £250 plus VAT shall be payable by the Subscriber making the challenge.
- 6.10 The Independent Chair will provide monthly reports summarising challenge outcomes to the GTA Technical Committee. The Technical Committee may direct that anonymised summaries of challenge outcomes should be published to support Subscriber consistency and sector understanding.

7. Monitoring

- 7.1 In all cases the Subscribers agree that the Independent Chair of the GTA shall be permitted to receive from the Service Provider and Challenge Service Provider performance and outcomes data relating to claims processed through GTA ADR Service. This will not include Personal Data as defined in the Data Protection Act 2018 and/or the Privacy and Electronic Communications (EC Directive) Regulations 2003 and/or the General Data Protection Regulation (EU) 2016/679).
- 7.2 Such data will be retained by the Independent Chair of the GTA for the purpose of assessing GTA Subscribers' compliance with the GTA. The Independent Chair will not be permitted to share such data with GTA Strategy Board or GTA Technical Committee members but shall be permitted to report to the GTA Technical Committee on any trends relating to conduct revealed by that data.

8. Limitation

- 8.1 No claim can be submitted to the GTA ADR Service if it is time barred by virtue of the operation of the Limitation Act 1980 at the time that the Independent Expert Determination commences.
- 8.2 Between the date of the commencement of the Independent Expert Determination process and the date of the publication of the Independent Expert's Decision, the Subscribers agree that time shall not run for the purpose of reckoning any relevant period of limitation under the Limitation Act 1980. For the avoidance of doubt the Subscribers agree that time shall start to run again on the day after the Independent Expert has published their Decision.



Appendix G, Schedule 1 – Information about disputes and offers made prior to ADR commencement - GTA ADR Service

Clause 3.2 of the GTA ADR Service Rules provides that each Subscriber must complete and upload a statement in the following format about offers for hire charges and VAT (calculated in accordance with GTA clause 8.6) made prior to the commencement of GTA ADR.

This information will be used to assist the Independent Expert in reaching a Decision under GTA clauses 8.4 to 8.7.

Please complete all sections based on your knowledge of the claim history.

Date of submission of this form:	
GTA Subscriber submitting this form:	
Handler submitting this form:	
CHO	
Claim reference:	
Date of last reduced offer to settle hire charges:	
Amount £	
Insurer	
Claim reference:	
Date of last offer to settle hire charges:	
Amount £	

State which heads of claim are the subject of a dispute upon which the Independent Expert is required to make a Decision.

State whether a Decision is required in respect of liability.



Appendix G, Schedule 2 – CHALLENGE NOTICE - GTA ADR Service

This Challenge Notice must be completed by any Subscriber seeking to challenge an issued Decision. Challenges are strictly limited to the grounds set out below and must be submitted within the prescribed timeframe under the GTA ADR Service Rules.

1. Subscriber Lodging the Challenge

- **Organisation:**
- **Primary Contact Name:**
- **Role/Position:**
- **Email Address:**
- **Telephone Number:**

2. Decision Being Challenged

- **Case Reference:**
- **Date of Decision:**
- **Expert:**
- **Subscribers to the Decision:**

3. Grounds of Challenge

Challenges may only be brought on one or more of the following grounds:

Material Procedural Irregularity: Where there has been a material procedural irregularity. This would be where there has been a serious departure from the current published GTA ADR Service Rules which may have affected the outcome; or

Manifest Error: Where there has been a manifest error. This would be where there has been an obvious and objectively verifiable error material to the outcome; or

Jurisdictional Error: Where there was a jurisdictional error. This would be where the Independent Expert determined an issue not referred to him or failed to determine an issue that was referred to him.

Bias: Where there it is alleged that there is evidence of bias on the part of the Independent Expert when making the Decision.

Please indicate the ground(s) relied upon:

- ☐ Procedural Irregularity
- ☐ Manifest Error
- ☐ Jurisdictional Error
- ☐ Bias



4. Explanation of Grounds

Provide a clear and concise explanation of the basis for challenge.
(Please reference specific sections of the Decision where relevant.)

[Insert explanation]

5. Supporting Material

List any documents relied upon in support of the challenge. Only material that has already been considered by the Independent Expert or new material relevant to demonstrating the permitted grounds will be considered.

[Insert list]

6. Remedy Sought

State the outcome you are asking the Single Challenge Reviewer to consider (e.g., correction of an identified error, reconsideration of a specific issue, or remittal to the Independent Expert).

[Insert requested remedy]

7. Declaration

By submitting this Challenge Notice, the challenging Subscriber confirms that:

- (a) The challenge is brought in good faith and within the permitted grounds.
- (b) No attempt is being made to re-argue the case or introduce material that could reasonably have been provided earlier.
- (c) The challenging Subscriber accepts that the Single Challenge Reviewer's decision is final under the GTA ADR Service Rules.

Name:

Position:

Organisation:

Date:

Signature (if required):

PLEASE SEND WITH SUPPORTING MATERIAL TO: (1)

chair@thegta.co.uk and (2) upload to the GTA ADR Platform documents section.

Version Control

The following table consists of a guide to changes to the GTA approved by the Technical Committee. The table does not form part of the GTA itself.

Date	Paragraph	Page	Description	Commencement
11/8/20	4.3, Appendix C	13	Amended form of statement of truth. New form is optional to 29 th September 2020 and compulsory from 30 th September 2020.	Optional to 29/9/20 and effective from 30/9/20
23/4/21	2.1, Appendix E	32	Amendment to clarify description of qualification of engineer	23 April 2021
3/1/23	2.11 to 2.22	12-13	Amendment confirming GTA audit processes and applications for subscriber status	3 January 2023
3/1/23	5 and 6 Enclosure 1	28	Consequential amendments arising out of changes to 2.11 to 2.22	3 January 2023
8/3/24	2.9	11	Amendment to clarify wording of 2.9	8 March 2024
8/3/24	7.1	26	Amendment confirming requirement to give notice of opting in or opting out of credit repair agreement.	8 March 2024
27/09/24	1.5, 2.5 & Appendix F	1,2 and 42-44	Amendment providing for the creation of the GTA Strategy Board	27 September 2024
17/3/25	3.6 & 4.1	14	Consequential changes arising out of change of NCA form	17 March 2025
17/3/25	Appendix A	29	New NCA form	17 March 2025
17/3/25	3.1 Appendix E	36	Consequential changes arising out of change of NCA form	17 March 2025
8/7/25	2.21	13	Change to audit fee charge	8 July 2025
8/7/25	Enclosure 1	29	Change to audit fee charge	8 July 2025
10/2/26	4.3	15	Clarifying duty to mitigate - hires	16 March 2026
10/2/26	4.5	16	Change to rules about older prestige cars	16 March 2026
10/2/26	4.8	16-17	End of hire period changes	16 March 2026
10/2/26	6.1	22	Submission of clean payment packs	16 March 2026
10/2/26	6.3	22-23	Payment packs supporting documents and information	16 March 2026
10/2/26	6.8.3	24	Removal of insurer 30 day discount from 1 March 2026	16 March 2026
10/2/26	6.8.6	25	New penalty payment regime	16 March 2026
10/2/26	6.12	26	Obligation on insurer to notify of indemnity disputes	16 March 2026
10/2/26	6.14	26	Information to accompany interim payments	16 March 2026
10/2/26	6.17	26	Definition of clean payment pack	16 March 2026
10/2/26	6.18	27	Clock resetting	16 March 2026
10/2/26	Appendix E	37	Clarifying duty to mitigate - repairs	16 March 2026
15/10/26	Various		Removing references to "ABI"	15 October 2026
15/10/26	1.2	6	Introduction of ADR for GTA cases	15 October 2026
15/10/26	2.7 (b) (1)	8	To allow for equal insurer rights for making complaints – within 30 days of issue coming to light	15 October 2026
15/10/26	6.8.6 (d)	26	Penalties when late challenges by insurer	15 October 2026
15/10/26	6.16	27	Availability of GTA ADR service at day 61 – Voluntary ADR Phase	15 October 2026



15/10/26	7.1 to 7.12	28 to 32	Referrals to the GTA ADR Service	15 October 2026
15/10/26	8.1 to 8.9	32 to 35	GTA ADR Service Fees, Decision Adjustments and ADR Additional Amounts	15 October 2026
15/10/26	10.1 to 10.6	35 to 36	Recovery and Storage Charges	15 October 2026
15/10/26	11.1 to 11.4	36	Other losses	15 October 2026
15/10/26	Appendix G	56 to 68	GTA ADR Service Rules	15 October 2026