

Assignment of Claim / Payment Instruction

Ins. of the opposing party:

Policy number:

Claim number:

Policyholder:
(opposing party)

Opposing party's license plate:

Date of loss / Place of loss:

Name of the injured party:

Expert report no.:

On the occasion of the above-described claim, I hereby commission the above-mentioned automotive expert office to prepare an expert report on the extent of the damage. The expert office will charge its fee based on the amount of damage in accordance with its fee schedule, plus any necessary additional costs.

I hereby irrevocably assign my claim for damages for the reimbursement of the expert fees, in the amount of the gross final invoice of the commissioned automotive expert office—or, in the case of input tax deduction entitlement, the net final invoice amount—on a first-priority basis for the purpose of satisfaction against the driver, the owner, and the insurer of the vehicle involved in the accident, to the automotive expert office.

I hereby instruct the liable insurance company to pay the assigned and reimbursable expert fees directly to the automotive expert office I have commissioned.

The automotive expert office is entitled to disclose this assignment to the obligated parties and to assert the assigned claim for reimbursement of expert fees against them in its own name for the purpose of satisfaction. This assignment does not affect the expert office's claims against me arising from the expert service agreement. It may assert claims against me only if and to the extent that the liable insurance company does not make payment or makes only a partial payment. Any claim by me shall be made only concurrently with the re-assignment of any outstanding amount.

Consent to Data Processing

☐

I hereby give my consent for my personal data to be forwarded in connection with the preparation of the expert report I commissioned to the repair workshop and the law firm I have engaged, as well as to the liable insurance company, for the purpose of claim settlement. I may revoke my consent at any time with effect for the future by notifying the commissioned expert office.

Only for assignments placed outside the business premises

If the contract is concluded outside the business premises of the above-mentioned expert office, customers who are consumers have a 14-day right of withdrawal. The customer has been separately informed, prior to placing the order, about the conditions, deadlines, and procedure for exercising the right of withdrawal.

☐

I confirm that I have received the information on my right of withdrawal and the model withdrawal form.

☐

Customer's Declaration Regarding Execution of the Commissioned Work Before the End of the Withdrawal Period:

I am aware of the right of withdrawal and hereby instruct the commissioned expert office to begin preparing the expert report before the end of the withdrawal period. I acknowledge that I will lose my right of withdrawal once the contractor has fully performed the contract. Furthermore, I understand that if I withdraw from the contract before full performance, I am obliged to pay compensation for the value of the services already provided up to the time of withdrawal.

I am entitled to deduct input VAT: ☐ Yes ☐ No

Date

Signature of the injured party