

# Stolen Vehicle Reporting

acceptance criteria and guidelines



# Foreword

The British Vehicle Rental and Leasing Association (BVRLA) is the trade body for companies engaged in the leasing and rental of cars and commercial vehicles.

Its members provide short-term rental, contract hire and fleet management services to corporate users and consumers. They operate a combined fleet of 4.5 million cars, vans and trucks, buying nearly half of all new vehicles sold in the UK.

As well as lobbying the government on key issues affecting the sector, the BVRLA regulates the industry through a mandatory code of conduct.

This guide serves to update and refresh an agreement originally entered into in 1994 (and republished in 2002), when the Association of Chief Police Officers (ACPO) and the BVRLA agreed a standard format for reporting stolen vehicles for the rental and leasing industry.

Our aim then, and now, is to provide a standard for BVRLA members to follow when reporting vehicle theft and fraud to the police.

BVRLA members support the police in its overarching aim to reduce all vehicle-enabled crime in the UK.

BVRLA members have nationwide representation and they are committed to reducing their motor vehicle thefts and increasing recovery rates through following these guidelines, participating in local police initiatives, adopting best practices and sharing intelligence on vehicle fraud.

This document contains important information for both BVRLA members and police officers. We want to raise the standard of the rental and leasing industry's basic investigation procedures by sharing best practice on collecting detailed and relevant evidence so that the police can provide more efficient and effective assistance.

Our guidance has been developed for English law and procedure, covering England, Wales and Northern Ireland. There are some differences that must be taken into account when reporting vehicle theft in Scotland – full details can be found in [Appendix vi](#).

Further information can be obtained from the BVRLA website or by contacting the association's member services department, tel 01494 545714 or [email memberservices@bvrla.co.uk](mailto:memberservices@bvrla.co.uk).

# Contents

Using this guide	3
Short-term rental	4
Vehicle leasing	5
Administration and receivership	6
The BVRLA agreement (stolen vehicle reporting)	7
Stolen vehicle reporting acceptance criteria	8
The BVRLA Evidential Pack	9
BVRLA members' best practice	11
Appendix i BVRLA model rental agreement terms and conditions	12
Appendix ii Short-term rental: sample texts for communicating with the hirer	14
Appendix iii Rental industry standard investigation checklist	16
Appendix iv Stolen vehicle witness statement	17
Appendix v Vehicle theft, fraud and uninsured driving: the law in England, Wales and Northern Ireland	18
Appendix vi Procedure in Scotland	19

## Using this guide

The Theft Act 1968 gives a basic definition of theft:

“A person is guilty of theft if he dishonestly appropriates property belonging to another with the intention of permanently depriving the other of it; and ‘thief’ and ‘steal’ shall be construed accordingly.”

This simple and straightforward definition belies the difficulties encountered by businesses engaged in vehicle rental and leasing when they attempt to report the theft of their vehicles to police forces throughout the UK.

The Home Office Counting Rules provide a national standard for the recording and counting of notifiable offences recorded by police forces in England and Wales (known as ‘recorded crime’). These rules were revised to take account of the National Crime Recording Standard (NCRS) which was adopted on 1 April 2002 with the aim of recording crime in a more victim-focused way and maintaining greater consistency between police forces in the recording of crime. Similar rules apply in Scotland and Northern Ireland.

In theory, the first police contact to whom a representative of a BVRLA member reports an incident or crime (on the balance of probability) is obliged to record that incident or crime. In practice, however, BVRLA members may experience problems in persuading the police to accept complaints of crime involving the theft of hire and lease vehicles.

There are several reasons why this may happen:

- local police are unaware of the BVRLA agreement and documentation
- they consider themselves not empowered to intervene in matters which they may incorrectly regard as contractual and therefore civil rather than criminal in nature
- vehicle rental companies may present poorly researched reports of fraud and theft.

This guide provides information and guidance to BVRLA members on vehicle theft and fraud in both short-term vehicle rental and leased vehicle scenarios.

In formulating this guide, the BVRLA has worked with the police to detail an efficient reporting procedure for stolen vehicles. The objective is to raise the vehicle rental and leasing industry’s standard of initial investigation so that a stolen vehicle report is accepted for action by the police, recorded on the Police National Computer (PNC), a crime report made and a prosecution effected (if appropriate).

# Short-term rental

As registered keepers and economic owners of the vehicles they operate, BVRLA members' primary concerns occur when the police:

- (i) appear unwilling to action complaints they perceive as 'overdue rentals' and
- (ii) refuse to be persuaded that, when members report a vehicle loss from their premises or another location, the incident merits investigation or recording on the Police National Computer (PNC).

It is therefore necessary that before approaching the police with a report of vehicle crime, the BVRLA member should conduct its own investigation and can produce reasonable evidence that it has been the victim of a crime. Here are some typical scenarios when reporting vehicle theft:

## 1 Vehicles stolen – fraud

In these instances, the hirer has given an invalid or false address, presented bogus ID, a cloned or stolen credit card or given false or misleading information or deliberately withheld relevant information. False or misleading information given by hirers must be recorded on the stolen vehicle witness statement (see [Appendix iv](#)) to indicate to the police that their intention was to dishonestly keep the rental vehicle for their own use. This dishonesty is an essential factor to establish at the outset.

## 2 Vehicles stolen – conversion

Converted vehicles are vehicles which have been retained or sold by a person purporting to be entitled to do so. Often this will be the known hirer or a criminal associate.

Fraudsters often produce valid credentials at the start of the rental. Then, when the vehicle is due to be returned, either refuse to do so or simply ignore all attempts made by the vehicle rental company to contact them.

In these circumstances, the vehicle rental company, as registered keeper and economic owner of the vehicle, must withdraw permission for the hirer to use the vehicle and notify the hirer that they are no longer permitted or insured to use the motor vehicle. It is important that all attempts at contacting the hirer are recorded accurately on the stolen vehicle witness statement ([Appendix iv](#)). The hirer must be made aware they are using the vehicle without the consent or authority of the vehicle rental company and they are not insured to drive the rental vehicle.

In this scenario, failing to return the vehicle is viewed as showing the hirer's intention of permanently depriving the vehicle rental company of its property.

## 3 Vehicles stolen – theft

Sometimes, the hirer will have been the victim of a theft or burglary resulting in the rental vehicle being stolen during the rental period. In these cases, the hirer cannot be expected to make an accurate report to the police. For example, the hirer might not be able to give the correct registration number, colour, make or model of the vehicle.

In order to ensure a complete and accurate crime report is made and in order for a crime reference to be provided by the police, a representative from the rental company will need to make contact with the police station that received the initial report of crime.

When vehicle hirers report the theft of a vehicle directly to the police, the vehicle rental company should always try to interview the hirer afterwards regarding the circumstances of the theft. The rental company should also obtain possession of the rental vehicle's keys.

## 4 Vehicles stolen – from rental company's premises or customers' premises

BVRLA members understand that rigorous vehicle administration and on-site controls are an important part of running a rental fleet. Security of vehicle keys is paramount.

All the same, vehicles and their keys sometimes go missing, either at the vehicle rental company's premises or at its customers'. This can happen at times of delivery and collection. Before reporting a vehicle stolen, it is the responsibility of the rental company to complete the audit trail, that is, to research CCTV recordings and interview staff and customers (as appropriate) in order to establish the facts surrounding the vehicle loss.

# Vehicle leasing

In addition to short-term vehicle rental, BVRLA members also rent vehicles for longer periods and receive a monthly rental fee under a vehicle lease arrangement.

Vehicle leasing or contract hire usually involves a business-to-business agreement where one vehicle (or more) is provided by the vehicle rental company for a predetermined period and mileage at a fixed monthly rental fee. The vehicle leasing company normally remains the registered keeper and will always remain the legal owner of all vehicles provided under a lease arrangement.

Unlike short-term vehicle rental, contact information for users of the leased vehicles is not recorded on the master hire agreement. This means that BVRLA members cannot visit drivers' home addresses when researching vehicle loss or theft because leasing contracts, primarily business-to-business transactions, do not record this information. So, having completed further research and established theft has occurred, they often experience problems getting the police to accept 'ownership' of the crime report. For example, the BVRLA member may operate its business in one police force's area, have transacted the rental lease many miles away at the address of its client, and then ultimately delivered the vehicle to the home address of the employee in another force's jurisdiction.

Current advice is to obtain as full an account as possible of the vehicle's allocation and use from the signatory to the original master hire agreement and present the BVRLA Evidential Pack to the police force in that area.

Here are two typical fraud scenarios that occur in vehicle leasing:

## 1 Vehicles stolen – fraud

Fraudsters can complete underwriting applications for leased vehicles by falsifying information or tampering with information on documents.

The Fraud Act 2006 consolidates the law concerning fraud by creating a specific offence of fraud. This is subdivided into three main areas: fraud by false representation, fraud by failure to disclose information, and fraud by abuse of position.

When the leasing company has completed its investigation and discovers fraud in obtaining leased vehicles, it should be easier to prosecute as the new law focuses on what the perpetrator intended rather than what necessarily resulted.

It is important to identify any element of false or misleading information given by the hirer at the outset to establish the hirer's dishonesty. All the details must be recorded on the stolen vehicle witness statement.

## 2 Vehicles stolen – conversion

Converted vehicles are vehicles which have been retained or sold by a person purporting to be entitled to do so. Disaffected employees of the leasing company's client may hold on to their leased company vehicle without authority – following redundancy, for example. When asked, employees may refuse to give the vehicle back to the employer or to the vehicle leasing company. They may ignore all attempts made by the vehicle leasing company to make contact regarding the return of the vehicle. As a result, the vehicle leasing company loses control of its property and the opportunity to realise the residual value in the vehicle.

In these circumstances, the vehicle leasing company should formally withdraw permission for the employee (or the employer, if appropriate) to continue to use the vehicle and record all unsuccessful attempts at making contact on the stolen vehicle witness statement ([Appendix iv](#)).

In this scenario, the vehicle leasing company clearly demonstrates that the employee's (or the employer's, if appropriate) right to use the vehicle has been withdrawn and that failure to return the vehicle is viewed as showing intention to permanently deprive the leasing company of its rights as owner of the vehicle.

## Administration and receivership

Failure to pay vehicle rental charges does not constitute vehicle theft. Businesses that find themselves in debt have the protection of the law, and it is a complex area to navigate without specific and appropriate legal advice. The following points may provide some assistance:

If a company goes into administration the appointed receiver has a duty to resolve the financial problems and get the company trading profitably.

If a business is declared bankrupt or is liquidated the appointed receiver or insolvency practitioner has a duty to wind down the business responsibly. Should the liquidator attempt to assume legal title over the leased vehicles, leasing companies should make immediate contact in writing to arrange immediate return of those vehicles.

Good insolvency practitioners will contact employees with rented or leased company vehicles and arrange for those vehicles to be returned to the owner. If they are not returned, and the employees continue to use them, it could be argued that those employees have converted the vehicles to their own use, that they are using the vehicles without the consent or authority of the vehicle rental/leasing company and with the intention of permanently or temporarily depriving the vehicle rental/leasing company of its property. A stronger case for vehicle theft can be made to the police.

It is the responsibility of the vehicle rental or leasing company to inform these employees (when they can be traced) that consent has been withdrawn. If the matter has been reported to the police then an audit trail of these actions should be maintained.

### Further information: insolvency

[www.insolvency.gov.uk/freedomofinformation/technical/technicalmanual/Ch25-36/Chapter31/part2/part2/part\\_2.htm](http://www.insolvency.gov.uk/freedomofinformation/technical/technicalmanual/Ch25-36/Chapter31/part2/part2/part_2.htm)

Insolvency Practitioners Association

[www.insolvency-practitioners.org.uk](http://www.insolvency-practitioners.org.uk)

Insolvency Practitioners Association  
Valiant House  
4-10 Heneage Lane  
London EC3A 5DQ

Tel: 020 7623 5108

Fax: 020 7623 5127

Email: [secretariat@insolvency-practitioners.org.uk](mailto:secretariat@insolvency-practitioners.org.uk)

## The BVRLA agreement (stolen vehicle reporting)

BVRLA members commit to the highest standards of behaviour in their mandatory code of conduct and undertake to recover their vehicle. They will:

- 1 demonstrate due diligence when supplying vehicles on hire or lease, which includes conducting all reasonable checks on the individual or company prior to releasing vehicles to them.
- 2 initiate preliminary enquiries when the hirer or contracted party (where appropriate) is in breach of the rental or lease agreement, which includes failure to return the rented vehicle at the agreed time, date and location and failure to contact the vehicle rental or leasing company to extend the rental period.
- 3 conduct an initial investigation using the Rental Industry Standard Investigation Checklist. Members will keep a detailed record of all actions taken and make every attempt to contact the hirer or contracted party (if appropriate) and establish the facts surrounding the vehicle loss.
- 4 send written notification to the hirer or contracted party withdrawing permission to use the vehicle and warn the hirer that they are no longer insured to use the vehicle. (Note: this only applies if the rental company is responsible for insuring the vehicle.)
- 5 continue attempts to make contact with the hirer or contracted party if they continue to drive the vehicle without authority (if appropriate) and record dates and times of visits to addresses, as well as emails and telephone calls. Members will record the outcomes of these activities.
- 6 complete the BVRLA Evidential Pack, which includes a description of the vehicle, summary checklist and stolen vehicle witness statement. This serves as a detailed record of the investigation undertaken and its conclusion of vehicle theft or fraud.
- 7 report the matter to the police and inform them that, as a BVRLA member, they participate in the police national vehicle recovery scheme.\* Members will retain all original documentation, including any photographs, and make them available to the police on request. They will also support any subsequent police prosecution for vehicle theft or vehicle fraud.
- 8 train staff to the industry standard in customer qualification procedures and overdue rental and fleet administration controls.
- 9 notify the police if the stolen vehicle is recovered so that the Police National Computer can be updated.
- 10 report to member services at the BVRLA Executive instances when the police do not accept the report of theft.  
[Contact: memberservices@bvrla.co.uk](mailto:memberservices@bvrla.co.uk)

\* Participation in the police national vehicle recovery scheme, established under Section 99 (i) of the Road Traffic Regulation Act 1984 and The Refuse Disposal (Amenity) Act 1978, ensures that in England and Wales vehicles are recovered to a secure place for a statutory fixed fee for cars of £150 plus £20 per day storage. The legislation is different in Scotland but the fees are the same. For more information, see the BVRLA fact sheet Reducing Vehicle Recovery and Storage Costs (Fact Sheet 545).

The police will:

- 1 accept the Stolen Vehicle Witness Statement and accompanying BVRLA Evidential Pack as a complaint of crime and take the appropriate action.
- 2 regard the vehicle rental company as a victim of crime in line with current police best practice in victim support.
- 3 record the vehicle on the Police National Computer and Automatic Number Plate Recognition (ANPR) hotlists as appropriate for action as lost/stolen.
- 4 issue a crime reference number.
- 5 contact the BVRLA Executive following consultation with the force's crime manager if there are issues surrounding acceptance of the BVRLA Evidential Pack.

[Contact: memberservices@bvrla.co.uk](mailto:memberservices@bvrla.co.uk)

# Stolen vehicle reporting acceptance criteria

These principles apply to the standard of investigation conducted by the vehicle rental and leasing company and establish the quality and integrity of the initial investigation prior to submitting a stolen vehicle or fraud report to the police.

BVRLA members will:

- 1 not attempt to use police resources to recover a vehicle from an easily traceable address that the hirer or contracted party has freely given and which is recorded on the rental agreement.
- 2 establish that there are reasonable grounds to believe that a criminal offence has been committed.
- 3 research and check the hirer's home address, contact address, email address, telephone numbers, mobile number, postcode, business address, employer, credit card issuer, etc.

In the case of a business, the BVRLA member will research and check the trading address, the delivery address, its website, associates and suppliers.

Credit reference agencies may be able to provide additional information.

[See Appendix iii](#)  
Rental industry standard investigation checklist

- 4 identify any element of false information given at the time of the lease or rental or reservation in order to make the case for criminal intent.
- 5 follow-up, action and record details of every reasonable line of enquiry.
- 6 make clear in their report to the police any deliberate criminal intent that may have been uncovered.

The BVRLA member needs to be able to demonstrate at the end of its investigation that it is dealing with vehicle theft rather than an overdue hire vehicle or debt. Its primary aim is to recover the vehicle.

In the case of conversion (ie the vehicle has been retained or sold without the rental or leasing company's permission), the BVRLA member must demonstrate that a person has obtained the vehicle by untruthful or dishonest means and now intends to use it, depriving the legitimate legal owner (the rental or leasing company) of the use of its vehicle and the opportunity to earn revenue from it.

- 7 have an appropriately experienced and authorised representative sign off reports of vehicle theft.

# The BVRLA Evidential Pack

BVRLA members will complete an BVRLA Evidential Pack containing all relevant reports and information surrounding the facts of the loss, theft or fraud.

Where possible, the rental or leasing company representative responsible for reporting the theft should be familiar with basic investigative procedures. If there is no one within the organisation with this knowledge, BVRLA members should contact the BVRLA Executive for further advice and guidance ([email memberservices@bvrla.co.uk](mailto:memberservices@bvrla.co.uk)).

The BVRLA Evidential Pack supporting the vehicle theft should include the following:

## Short-term rental

### 1 Original rental agreement (or 'best evidence', photocopied or scanned)

The vehicle rental agreement is the signed legal contract with the hirer. It can form the insurance proposal/policy with the client, provides a record of the rental vehicle's movements and generates the invoice that produces the rental company's revenue. It should show the following, as appropriate:

Hirer's full name/business name	Hirer's signature/authorised client representative's signature
Hirer's date of birth	
Hirer's place of birth	Full driving licence details
Hirer's full home address and telephone number/mobile number/email address	Full details of credit or debit card used
Hirer's full business address and telephone number/registered business address and telephone number	Rental date and location Due back date and location Terms and conditions of rental
Details of any authorised additional drivers	

### 2 Completed rental industry standard investigation checklist

### 3 Stolen vehicle witness statement ([see page 10](#))

## Vehicle leasing

### 1 Original contract (or 'best evidence', photocopied or scanned)

All lease agreements contain similar provisions. Vehicle leasing companies expect the contracted party to pay rental instalments on time and in full, to look after the vehicle and to have a valid motor insurance in place for the leased vehicle(s). They will also record the end date of the contract, return condition and procedure, and the consequences of breach. They are signed by representatives of client companies and they generally do not record personal information, eg driving licence details, home address, etc, relating to individual users of the vehicle(s).

Full details of the signatory to the agreement, inclusive of their specific acknowledgement of the terms and conditions of the lease agreement, must be made available to the police.

### 2 Stolen vehicle witness statement ([see page 10](#))

See Appendix i BVRLA model rental agreement terms and conditions    See Appendix iii Rental industry standard investigation checklist

## The BVRLA Evidential Pack (continued)

### Stolen vehicle witness statement

This statement sets out what happened, when and where – and any action taken by the rental company. It must state the reasons for concluding that a vehicle has been stolen or a fraud committed. It should be written clearly and without embellishment. It is a formal witness statement, so abbreviations, slang and company jargon should be avoided.

State the date, time and location of theft.

Vehicle registration number (VRM).

Make and model.

VIN number/chassis number.

Engine number.

Body type, eg saloon, long wheel-base.

Exterior and interior colours.

If the vehicle has a tracking system, give date and location of last known check.

Include photocopy of the vehicle registration document (V5).

Describe the hirer, including voice/accent – if appropriate

Give details of any other party suspected of involvement, and state the reasons for these suspicions.

Describe the circumstances surrounding the theft or fraud including any information supplied by other organisations.

Give full details of what actions you have taken to recover the vehicle, the dates, and their outcome.

Include copies of all relevant documentation, numbered for ease of reference. For example, a photograph of the hirer, CCTV footage, a photocopy of the driving licence(s), passport or ID details, photocopy of utility bills, etc. Documents will be produced by the police as exhibits.

Include details of any previous incident(s) involving the hirer that were notified to the BVRLA's RISC Online system – the vehicle rental industry's bad hirer database – by any BVRLA members.

Enter the name and contact details of the BVRLA member representative responsible for reporting the vehicle theft.

It is recommended that rental companies give notice of stolen vehicles to the Motor Insurance Anti-Fraud and Theft Register (MIAFTR). This allows users of the MIAFTR database to identify potentially fraudulent claims involving vehicles that are falsely reported stolen or where multiple claims are fraudulently made for a single loss/theft event.

See Appendix iv Stolen vehicle witness statement See Appendix iii Rental industry standard investigation checklist

# BVRLA members' best practice

BVRLA members operate to a mandatory code of conduct which establishes general principles of business behaviour and commitment to staff training and development.

## Training

Training back office, frontline, and counter and delivery staff is a major investment for BVRLA members and demonstrates commitment to serving the needs of customers and to protecting valuable assets.

BVRLA members' staff are trained to the industry standard in customer qualification procedures. They are also trained to observe customers, to be aware of customer profiles and risk indicators, and to be alert to 'mismatches' – customers with no luggage, for example, renting at airport arrivals desks. Or, in the case of vehicle leasing, establishing the business requirement for a high-powered performance car if the trade or business is stated as 'landscape gardening' or another incongruous activity.

Staff will also ensure that all sections of the rental agreement are completed fully, the customer's initials and signature obtained and full credit checks made where appropriate. Devices such as UV lamps and document verification systems can also be invaluable in helping staff identify fraudulent documents before the rental commences.

## Customer care

Good customer care relies on staff who can relate well to customers and understand how a vehicle can come to be lost or overdue for return. Some customers, for example, can be genuinely unaware that the rental period has expired and that the vehicle should be returned. There may be occasions, particularly with a business rental, when the customer's employer has failed to extend the rental. With daily rental, the original itinerary can change.

Good basic standards of administration should eliminate most errors. Relying solely on postal communication with a customer may not be the most effective method of making contact – many people will simply throw away what they perceive as junk mail. Email, text messaging and social networking sites can be useful alternatives.

In short-term rental, it is important that thorough efforts are made to contact an overdue hirer, including personal visits to the hirer's home, business premises or other contact address (if known).

For leasing customers, all parties must be evidenced: trading address, delivery address for the vehicle(s), dealership source, any introducer details, delivery agent, etc.

## Administrative and overdue rental controls in short-term rental

Best practice training for staff also helps develop an understanding of the effectiveness of proactive investigation. For example, it is not satisfactory for a local rental manager to report a vehicle stolen after a defined number of days just because 'procedure' says so.

Sound overdue controls and robust investigation techniques will ensure that both the simple case of an overdue hirer who has failed to extend their rental period and that of a determined thief or fraudster can be identified and dealt with as efficiently as possible.

Staff should be trained to always record customers' rental extensions – perhaps issuing a reference number to confirm that the extension has been accepted. Rental companies with more than one office need to be particularly careful to ensure that extensions made at one office are communicated to the others.

## Rental Industry Secure Customer (RISC)

RISC Online is the vehicle rental industry's bad hirer database.

BVRLA members protect themselves by sharing information on hirers who experience has shown are a bad risk, preventing them from renting again. It can be an effective deterrent against even the most determined fraudster or thief.

RISC is administered by the BVRLA in accordance with data protection regulations issued by the Information Commissioner.

## Management commitment

The BVRLA is committed to improving standards within the vehicle rental and leasing industry. Being proactive about customer qualification, stolen vehicle investigation and recovery requires a real commitment of time and resources by BVRLA members.

It involves maintaining a network of contacts, including car compounds, hotel car parks and competitors. It involves analysing risk areas and working with local staff to mitigate any exposure. Most of all, it is important that senior managers recognise the efforts of frontline staff and reward their efforts.

# Appendix i

## BVRLA model rental agreement terms and conditions

BVRLA members must demonstrate due diligence when supplying hire or lease vehicles. Set out below are the most immediately relevant terms and conditions of the BVRLA's standard text for a short-term rental agreement. The agreement is a model for BVRLA members to use when making a contract for vehicle hire with a customer. The clarity of the agreement has been endorsed by the Plain English Campaign.

### 1 Your contract with us

When you sign the form on page 1 [of the rental agreement], you accept the conditions set out in this rental agreement. Please read this agreement carefully. If there is anything you do not understand, ask a member of staff to explain it.

### 2 Rental period

You will have the vehicle for the period shown in the agreement. We may agree to extend this rental period, but the total rental will not be for more than 30 days.

If you do not bring back the vehicle on time, you will be breaking the conditions of this agreement. We can charge you for every day or part of the day you have the vehicle after you should have returned it to us. We will charge you a daily or hourly rate (which will be shown at the place you have rented the vehicle from) until we get our vehicle back.

If you break our agreement, we can ask you to bring back the vehicle before the date and time we have agreed with you. To do this we will give you written notice in person or send it to the address you have given on page 1 [of the rental agreement]. Once we have given you the notice in person, you will no longer have our permission to have the vehicle. If we send you a notice in the post, one day after we have posted it you will no longer have our permission to have the vehicle. We may then take back our vehicle. If we believe you have given us false information, we may take back the vehicle without giving you any notice.

### 3 Your responsibilities

- a You must inspect the vehicle and any accessories we provide before you take the vehicle. If you are not satisfied with the vehicle or you do not think the condition of the vehicle meets our pre-rental inspection report, you should let us know.
- b You must look after the vehicle, any accessories and the keys or other locking device for the vehicle. You must always lock the vehicle when you are not using it, and use any security device which is fitted or which we supply. You must always protect the vehicle against weather conditions which could cause damage. You must make sure that you use the correct type of fuel and fluids in the vehicle.

- c Depending on section 8 of this agreement ('Our motor insurance and damage protection programme'), you are responsible for any damage to the vehicle, including damage caused by hitting low-level objects such as bridges or low-hanging tree branches. You will have to pay our reasonable costs for bringing the vehicle back to the condition stated in the pre-rental inspection report. This could include the cost of any damage inside and outside the vehicle, cleaning costs if the vehicle is very dirty, and replacing any items or accessories.
- d You must not sell, rent or get rid of the vehicle or any of its parts. You must not give or try to give anyone the legal rights to the vehicle or transfer legal ownership.
- e You must not let anyone work on the vehicle without our permission. If we do give you permission, we will only give you a refund if you have a receipt for the work we have given you permission for.
- f You must let us know as soon as you become aware of a fault with the vehicle, or if the vehicle is stolen or involved in an accident.
- g If we have agreed to drop off the vehicle at an address you give us, you will be responsible for the vehicle from the time we drop it off.
- h Unless we have agreed to collect the vehicle from you, you must return the vehicle to the location or rental branch we agreed. You must return it during the opening hours or at a time we tell you. When you return the vehicle, our staff must check its condition. If we have agreed to allow you to return the vehicle outside of our opening hours, you will stay responsible for the vehicle and its condition until our staff have checked it. We may need to clean the vehicle before our staff can check its condition.
- i You must not carry any object or substance which, because of its condition or smell, may harm the vehicle or delay us renting or selling it.

- 6 Conditions for using the vehicle
- a Only you, any driver named on page 1 [of the rental agreement], and anyone we have given written permission to, can drive the vehicle. Anyone driving the vehicle must have a full driving licence which is valid in the European Economic Area for the type of vehicle you are renting.
- b You must not rent the vehicle to anyone else. You must also not use the vehicle or let someone else use it:
- b1 for any illegal purposes or in a way which would cause nuisance;
  - b2 to carry passengers for a fee (except for minibuses which you have a valid operator's licence for);
  - b3 for driving lessons;
  - b4 to tow or push any vehicle, trailer or other object, without our written permission;
  - b5 for racing, pacemaking, or to test the vehicle's reliability or speed;
  - b6 off roads or on roads unsuitable for the vehicle;
  - b7 if the driver has been drinking alcohol or taking drugs;
  - b8 outside the United Kingdom, unless we have given you written permission and a Vehicle on Hire Certificate;
  - b9 if it is loaded beyond the manufacturer's maximum weight recommendations;
  - b10 to carry unsecured loads;
  - b11 to carry more passengers than the vehicle was manufactured to legally carry; or
  - b12 if the driver does not have a valid operator's licence (if it is a goods vehicle or a minibus).

## 9 Your own insurance

If we fill in the appropriate box on page 1 [of the rental agreement], you may arrange your own motor insurance to cover your legal responsibility for any loss, or if the vehicle is stolen or damaged, for the full period you are renting the vehicle for. You must prove that this motor insurance is valid and sign the confirmation on page 1 [of the rental agreement]. We have the right to agree:

- the amount of cover you arrange;
- the type of policy you choose; and
- the insurer you choose.

We must be satisfied with the insurance cover and policy conditions, and you must not change them. We

may ask your insurers to record our name as owner of the vehicle. If the vehicle is damaged or stolen we will negotiate any settlement for loss or damage with your insurers, and we will receive any money they pay out. This includes allowing us to take legal action in your name and defending any proceedings taken against you. You are responsible for paying the full claim and paying all costs if the policy you have arranged fails and the vehicle is damaged, lost or stolen, or someone else makes a claim.

## 11 Data protection

By entering into this rental agreement you agree that we can process and store your personal information in connection with this agreement. We will use your information to analyse statistics, for market research, credit control and to protect our assets.

You agree that if you break the terms of this agreement we can pass your personal information to credit-reference agencies, debt collectors, the police or any other relevant organisation. We can also give this information to the British Vehicle Rental and Leasing Association (BVRLA), which can share your personal information with its members to prevent crime and protect its assets, as allowed under the Data Protection Act 1998.

## 12 Ending this agreement

- a We will end this agreement if we find out that your belongings have been taken away from you to pay off your debts, or a receiving order has been made against you. We may end this agreement if you do not meet its main conditions.
- b If you are a company, we will end this agreement if:
- you go into liquidation;
  - you call a meeting of creditors;
  - we find out that your goods have been taken away from you until you pay off your debts; or
  - you do not meet any of the conditions of this agreement.
- c If we end this agreement it will not affect our right to receive any amount you owe us under the conditions of this agreement. We can also claim reasonable costs from you if you do not meet the main conditions of this agreement. We can repossess the vehicle and charge you a reasonable amount for doing so.

The customer will be asked to sign or initial page 1 of the rental agreement in various places to indicate their assent to its terms. The two most significant instances of this are:

### Statement of liability

I agree that while the rental agreement is in force I will be liable as owner of the vehicle, or any replacement vehicle, for any fixed penalty offence or parking charge for that vehicle under s66 Road Traffic Offenders Act 1988 and Schedule 6 Road Traffic Act 1991 or any other road traffic offences.

It is important that you read and understand the terms and conditions that apply to this contract before you sign. Only sign this agreement if you agree to the terms and conditions on page 2 [of the rental agreement]. By signing you also confirm that if you pay with the payment card shown on this form, you give us permission to take the total amount you owe.

## Appendix ii

### Short-term rental: sample texts for communicating with the hirer

It is important for the vehicle rental company to demonstrate to the police that the hirer's permission to use the rented vehicle has been withdrawn and that they are no longer insured to use it. This does not mean that the rental vehicle is uninsured but, rather, it is not insured for the defaulting hirer.

A formal written communication to the hirer at the address they provided at the time of rental is essential before reporting a loss. A personal visit to this address, in the evening or at the weekend, is often the only way to ascertain if the address exists and that the hirer resides there.

Communication can be made by:

- Telephone
- Letter to the address given by the hirer. The letter can either be posted or delivered directly. A copy of the letter should be retained for the /BVRLA Evidential Pack. Sending the letter 'recorded delivery' allows for accurate tracking and provides proof the letter was delivered
- Email
- Fax
- SMS or text message
- Social networking sites – eg Facebook
- In person – leaving a message with a person at the hirer's address

In most instances, it is good practice to step up the urgency of the communications if you receive no response and/or the vehicle is not returned to you.

Among the associate members of the BVRLA are asset recovery specialists who may provide extremely effective research and recovery services to the vehicle rental industry.

#### Tips when writing a letter

- Try addressing it to 'The Occupier' at the address you were given by the hirer. This may encourage the recipient to open your letter – they might not be the hirer and know nothing about an overdue rental vehicle. They could even be a victim of identity theft, with their personal details being used by a fraudster.
- Do not use recorded delivery, the letter will merely be returned to you if the occupier declines to sign.
- Hand write the address and use a stamp rather than a franking machine – the letter is more likely to be opened if does not look like an official communication.

### First letter/email

To: [NAME AND ADDRESS OF HIRER]

[NAME OF RENTAL COMPANY]

[NUMBER OF RENTAL AGREEMENT]

[MAKE AND REGISTRATION NUMBER OF RENTED VEHICLE]

On [DATE] you rented [VEHICLE MAKE AND REGISTRATION NUMBER] from our [NAME AND LOCATION OF BRANCH OFFICE]. The vehicle was due to be returned on [DATE] to our [NAME AND LOCATION OF BRANCH OFFICE]. It is now [NUMBER OF DAYS] overdue.

It is imperative that you contact our branch on [TELEPHONE NUMBER] between [OFFICE HOURS AND DAYS] and ask for [NAME OF APPROPRIATE STAFF MEMBER] or visit one of our branches in person to extend your rental. Failure to do so may invalidate the terms and conditions of the rental agreement.

[SIGNED]

### Second letter/email

To: [NAME AND ADDRESS OF HIRER]

[NAME OF RENTAL COMPANY]

[NUMBER OF RENTAL AGREEMENT]

[MAKE AND REGISTRATION NUMBER OF RENTED VEHICLE]

On [DATE] we sent you a letter/email/text/fax message requesting that you contact us concerning our vehicle. We have been unable to contact you using the contact details you provided and you have failed to respond to our correspondence. This is a serious breach of our terms and conditions for use of the vehicle.

I am notifying you that you are no longer insured to drive our vehicle. Driving this vehicle without insurance is an offence and you may be stopped by the police if you do so.

Failure to reply immediately will result in our making a formal complaint of theft to the police. We will also actively support any prosecution they might consider.

Please return the vehicle immediately and make contact with this office on [TELEPHONE NUMBER] between [OFFICE HOURS AND DAYS] and ask for [NAME OF APPROPRIATE STAFF MEMBER].

[SIGNED]

### Third and final letter/email

To: [NAME AND ADDRESS OF HIRER]

[NAME OF RENTAL COMPANY]

[NUMBER OF RENTAL AGREEMENT]

[MAKE AND REGISTRATION NUMBER OF RENTED VEHICLE]

Our allegation of crime has now been accepted by the police, with you as the named and identified suspect. The police agreed that you have been given every opportunity to return our vehicle but have decided not to do so. I have made a statement and will support a prosecution. You are not insured to drive our vehicle, which has been reported as stolen. Please return our vehicle to [NAME AND LOCATION OF BRANCH OFFICE] immediately to avoid legal action.

[SIGNED]

# Appendix iii

## Vehicle rental industry standard investigation checklist

**BVRLA**  
form ref: 225a 11

rental industry standard investigation checklist

RA No. \_\_\_\_\_ Reg. No. \_\_\_\_\_

**Stolen Vehicle Investigation Checklist**  
Use this checklist when following up overdue rentals. You can submit it to the Police, if appropriate, when reporting a stolen vehicle. It will form part of the evidential package.

**Overdue Investigation Procedure – Best Practice**  
a. Consistent customer qualification procedures are extremely important. If the rental agent has failed to obtain basic customer information at time of rental, the overdue rental investigations are made extremely difficult  
b. There is no implicit time scale for the investigation. Some items can be completed more quickly than others. It is important to identify any element of false information to make the case for criminal deception.  
c. Please do not delay reporting the loss to the police if there are reasonable grounds to believe that a criminal offence has been committed.

Action	Date check completed	Completed by: initial	State outcome: yes, ok, no, done
1. Check rental agreement for completeness and accuracy of renter's details	/ /		
2. Has renter hired on a previous occasion?	/ /		
3. Check customer driving licence details	/ /		
4. Check and compare renter's signature	/ /		
5. Is the driver NOT the renter?	/ /		
6. Check additional ID presented at time of rental, passport, utility bill etc.	/ /		
7. Check telephone contact numbers given: Home, Mobile, Business/Employer, Relative	/ /		
8. Check other branches in your organisation, has the vehicle been returned there?	/ /		
9. Check additional driver information	/ /		
10. Check car sales and turn-back areas - is the car there?	/ /		
11. Check local hotel car parks, airport car parks and other car pounds in your area. Has the vehicle been parked up and forgotten?	/ /		
12. Has it been illegally parked and towed away?	/ /		
13. Check with head office/central administration; is vehicle still on current fleet?	/ /		
14. Print photograph of the renter taken at time of rental	/ /		
15. Check with card issuer if payment by credit, or by charge card	/ /		
16. Call fraud department of your credit card Acquirer	/ /		
17. Interview the staff member who completed the rental. Ask the staff member to write down as soon as possible all that can be remembered about the renter. How did he/she look? What did he/she say? Where was he/she going? Was the renter alone? How was he/she dressed? Was there any luggage?	/ /		
<b>If you have failed to make any contact with the renter,</b>			
18. Check addresses given by making personal visit: Home, Contact, Employer, Relative	/ /		
19. Check with neighbours, referees (cash ID), other contacts, do they know whereabouts of the renter?	/ /		
<b>If still no contact with renter - complete Stolen Vehicle Description Report, Stolen Vehicle Statement and report immediately to Police</b>			
If you succeed in making contact with Renter and he/she appears to reside at an address now known follow action points 20 to 23 below			
20. Remind the renter of the terms and conditions of rental: specifically, the obligation to return the vehicle on the agreed date.	/ /		
21. Inform the renter in writing that if he/she continues to drive the vehicle without permission, all details will be forwarded to the police and he/she may be arrested.	/ /		
22. Advise the renter that if he/she breaks the rental contract, the rental company can give information to credit reference agencies, the Police, and any other relevant organisation including the BVRLA, who will circulate the details to its Members.	/ /		
23. Notify the renter that if he/she continues to drive without authority, he/she is unlikely to be covered by adequate insurance.	/ /		
<b>If rental vehicle is still not recovered – Complete the evidential package which comprises Rental Industry Stolen Vehicle Investigation Checklist, Stolen Vehicle Description Report, Stolen Vehicle Statement. Report matter immediately to the Police.</b>			
Evidential package completed by:	Verified by:	(Senior Representative)	
Job Title:	Job Title:		
Date: / /			

# Appendix iv Stolen vehicle witness statement

SAMPLE COMPLETED STATEMENT

## stolen vehicle witness statement

please fill in this form using capital letters



**RESTRICTED (when complete)**

MG11

### WITNESS STATEMENT

CJ Act 1967, s9; MC Act 1980, ss5A(3) (a) and 5B; Criminal Procedure Rules 2005, rule 27.1

Statement of: **MARY SMITH**

URN

Age if under 18 **OVER 18**  
(if over 18 insert 'over 18')

Occupation: **ENTAL BRANCH MANAGER**

This statement (consisting of  page(s), each signed by me) is true to the best of my knowledge and belief and I make it knowing that, if it is tendered in evidence, I shall be liable to prosecution if I have wilfully stated in it anything which I know to be false or do not believe to be true.

Signature **Mary Smith**

Date: **MARCH 2011**

Tick if witness evidence is visually recorded  (supply witness details on rear)

I AM THE ABOVE NAMED AND I AM EMPLOYED BY AMERSHAM VEHICLE RENTAL COMPANY LTD AS BRANCH MANAGER OF THE CHESHAM BRANCH. BASED ON MY RECORDS, AND ON BEHALF OF MY COMPANY, I WISH TO STATE THAT I BELIEVE ONE OF OUR VEHICLES, A BLUE FORD MONDEO (REGISTRATION AX59 ZAP) HAS BEEN STOLEN.

THERE HAS BEEN FREQUENT MOBILE PHONE CONTACT WITH HIRER, THE LAST OF WHICH, ON 17/02/2011, RESULTED IN HIRER PROMISING TO RETURN CAR OUT OF HOURS TO OUR LONDON ENFIELD RENTAL STATION OVERNIGHT 18-19/02/2011. THERE HAS ALSO BEEN A SERIES OF TEXT MESSAGES, WHICH CONFIRM THAT MR FRED SMITH IS STILL IN POSSESSION OF FORD MONDEO AX59 ZAP.

I HAVE NOT CHECKED OTHER RENTAL STATIONS OR LOCAL CAR PARKS AS HIRER HAS ADMITTED TO BEING IN POSSESSION OF VEHICLE.

WHILST THE CAR HAS BEEN OUT ON RENT, THE HIRER'S DRIVING LICENCE WOULD APPEAR TO HAVE EXPIRED IF THE DETAILS SHOWN ON THE RENTAL AGREEMENT WERE RECORDED CORRECTLY. (10/01/2011)

I HAVE CHECKED WITH TRACE (19/02/2011) AND CAR WAS NOT TOWED AWAY IN LONDON, AS A COMPANY WE DO NOT TAKE PHOTOGRAPHS OF OUR HIRERS OR TAKE A PHOTOCOPY OF ANY PHOTO ID DRIVING LICENCE OR PASSPORT. I AM ADVISED THAT THE CREDIT CARD SUPPLIED DOES RELATE TO OUR HIRER.

THE AGENT WHO MADE THE RENTAL AGREEMENT IS UNABLE TO REMEMBER ANY DETAILS ABOUT THE TRANSACTION OR GIVE A DESCRIPTION OF THE HIRER.

I HAVE MADE TWO OUT-OF-HOURS HOME VISITS: TO THE ADDRESS PROVIDED BY THE HIRER AND TO AN ADDRESS FOUND THROUGH EXPERIAN: 19, WORCESTER AVENUE, LONDON N17 0TU. NO TRACE OF CAR OR HIRER. I HAVE LEFT HAND-DELIVERED LETTERS AT BOTH ADDRESSES BUT WITHOUT ANY RESPONSE.

METROPOLITAN POLICE AT HARINGEY HAVE BEEN ADVISED ON 10/02/2011 THAT HIRER IS DRIVING WITHOUT A VALID DRIVING LICENCE OR INSURANCE BECAUSE HE HAS BROKEN HIS TERMS AND CONDITIONS OF RENTAL. THE HIRER'S DETAILS WERE NOTIFIED TO THE BVRLA RISC LIST VIA FOLIO: 8-25-14724.

My company and I will assist the police with any prosecution.

From original documentation completed at the commencement of hire period and which can be made available to the police if required, I can provide the following details:

Date and time of rental: 10 JANUARY 11 Rental location: AMERSHAM  
Date and time vehicle due back: 13 JANUARY 11 Rental agreement no: 5678/A

**Hirer's details, as supplied to my company**

Title: R Forename: FRED Surname/family name: SMITH

Date of birth: 24/4/1964 Address: RIVER COTTAGE AMERSHAM HP70DD

Home tel: 01234 678910 Mobile: 07768 321 456 Business tel: -

Email: NONE AVAILABLE

Driving licence no: SMITH604244F99AS Issue no: -

Description of hirer: NONE AVAILABLE - STAFF MEMBER DOES NOT REMEMBER HIM

Male/~~Female~~  
(delete as applicable)

Signature:

Signature witnessed by:

Typed by:

File name:

2010 (1)

**RESTRICTED (when complete)**

## Appendix v

# Vehicle theft, fraud and uninsured driving: the law in England, Wales and Northern Ireland

The Police Service of Northern Ireland broadly follows the law in England and Wales regarding vehicle theft, fraud and uninsured driving. The Theft Act 1968 gives a basic definition of theft: “A person is guilty of theft if he dishonestly appropriates property belonging to another with the intention of permanently depriving the other of it; and ‘thief’ and ‘steal’ shall be construed accordingly.”

A person commits an act of vehicle theft if they dishonestly obtain vehicle rental with the aim of not returning the vehicle to the rental company, the economic owner of the vehicle. Establishing the hirer’s

‘intent’ and carefully recording the circumstances that show that ‘intent’ will help demonstrate theft, eg if the hirer has used a false ID criminal intent may reasonably be inferred.

Under the Fraud Act 2006, the offence of fraud carries a maximum sentence of ten years imprisonment. It can be committed in several ways:

### Abuse of position

This offence is committed by a person who occupies a post in which they are expected to safeguard, or not act against, the financial interests of another and then dishonestly abuses that position.

Examples: An employee of a rental company uses the credit card details provided by a hirer to buy goods and services on the internet.

An employee of a leasing company uses the personal details of a customer to obtain a bank account.

### Failure to disclose information

Failure to reveal information that is legally required to be disclosed is tantamount to fraud by conduct or omission.

Example: A hirer fails to disclose that they have been banned from driving by either producing a false driving licence or an old copy of the driving licence which does not contain the most up-to-date endorsements.

### False representation

It is an offence if a person dishonestly makes a false representation with intent to gain or cause loss to another, or to expose another to risk of loss.

Example: A hirer uses a stolen credit card or uses a cloned credit card where the card details have been obtained illegally. The hirer would be using the credit card dishonestly and falsely representing that they have the authority to use the credit card to pay for the rental transaction.

### Obtaining services dishonestly

The Act makes it an offence for a person who, by a dishonest act, obtains a service with the intention of not paying knowing that payment is required for that service.

Example: A lease customer agrees to a three-year lease with the intention of not paying by providing a false address or fraudulent bank details. The same facts could apply in a scenario where a hirer rents a vehicle.

### Participating in a fraudulent business

The Act makes it an offence for a company or other corporate body to carry out an act with intent to defraud or to commit fraudulent business.

Example: A solicitor or other professional aids a client in exaggerating a personal injury claim involving a rented or leased vehicle.

### Uninsured drivers and the Road Traffic Act

Daily rental companies will usually be responsible for insuring their vehicles. According to section 143 of the Road Traffic Act 1988, a person who has not obtained the consent or authority of a vehicle rental company to drive one of its vehicles will be driving without valid motor insurance.

Section 152 of the Serious Organised Crime and Police Act 2005 gives the police the power to seize vehicles which are identified as being driven by

uninsured drivers or drivers who do not have a valid driving licence, and for the vehicle to be removed, released or disposed of in accordance with regulations made by the Secretary of State.

Regulation 3 of the Road Traffic Act 1988 (Retention and Disposal of Seized Motor Vehicle Regulations) 2005 deals with the retention and safe keeping of motor vehicles in possession of the police or other authorised persons.

## Appendix vi

# Procedure in Scotland

Scottish police forces support the use of the BVRLA Stolen Vehicle Reporting guidelines and BVRLA Evidential Package and will be pleased to help and assist BVRLA members when operating in Scotland. As the original guidance and forms have been developed for English law and procedure, there are some differences that must be taken into account for Scotland. When using this package in Scotland, the following changes apply:

All reports of stolen vehicles received by police forces in Scotland must meet the criteria set out in the Scottish Crime Recording Standards (SCRS) and the Scottish Government Counting Rules for crime.

In Scottish law, the legal definitions of theft and fraud are slightly different to those in England. The essential elements are highlighted and all must be present to complete the crime report.

Theft is committed when a person takes or appropriates the property of another without the consent of the rightful owner or other lawful authority. The taking must be with the felonious intent of depriving the owner of their property (not necessarily permanently) and appropriating it to the person's own use.

Fraud is committed when a person uses any pretence to induce another to carry out a course of action they would not otherwise have taken and thereby obtain money, property or other advantage. It is essential that it can be proved that the person responsible knew that their pretence was false.

### Completion of the stolen vehicle witness statement (see [Appendix iv](#))

Although the pro forma statement was written to satisfy the requirements of English law, most of it is compatible with Scottish law. However, additional information about the rental company representative who completes the form is required:

**Name** If a married woman, the rental company representative must provide her maiden name and any other previous married name.

**Age** The rental company representative must give their age and date and place of birth.

**Ethnicity** In order to assist with the provision of facilities to witnesses, the rental company representative must state their ethnic origin.

Whilst a pro forma statement is of use, in order to prosecute in Scotland police will have to attend and take a formal statement from the person reporting the loss and any other material witness, eg another member of staff who witnessed the hirer signing the rental agreement or identifying themselves by a particular name.

The rental agent will have to confirm that they took any attached image of the hirer and that they handed over the keys to that person.

### Production of documentation (see [Appendix iv](#))

The original documents must be provided, where possible.

**Submission of BVRLA Evidential Pack** When the BVRLA Evidential Pack has been completed, the person reporting the matter should deliver it in person to the nearest of the police stations listed on [page 20](#).



**British Vehicle Rental and Leasing Association Ltd**  
**River Lodge, Badminton Court, Amersham, Buckinghamshire HP7 0DD**  
**Tel:** 01494 434747 **Fax:** 01494 434499 **Email:** [info@bvrla.co.uk](mailto:info@bvrla.co.uk) **Web:** [www.bvrla.co.uk](http://www.bvrla.co.uk)