[Date]

***via USPS Certified Mail:* [Tracking Number]**

[Insurance Co. Name]

Attn: [Adjuster Name]

[Street Address 1]

[Street Address 2]

[City, State, Zip]

T: [Telephone Number]

F: [Fax Number]

 **TIME-LIMIT DEMAND FOR PROPERTY DAMAGE**

Claim No.: [Claim Number]

Your Insured: [At-Fault Driver Name]

Date of Loss: [Date of Accident]

Claimant: [Your Name]

Dear [Adjuster Name]:

This letter serves as actual notice of a formal demand to be fairly compensated for property damages caused by the negligence of [At-Fault Driver Name] (“Your Insured”). This settlement demand places you on notice of a time-limited demand for the payment of [Dollar Amount of Demand]in exchange for a limited liability release of only my property damage claim. You have 30-days from the date of receipt of this letter to settle this claim or provide me with a written offer of settlement.

1. **CLAIM ANALYSIS**
2. ***Clear Liability of Your Insured***

First, liability in this matter is clear. The enclosed incident report suggests that there is no issue as to the fact that the subject collision occurred through no fault or negligence of Claimant. [Describe facts of accident] <Include a copy of the police report as an attachment to this letter and reference it as “Exhibit 1”>

1. ***Towing and Storage Fees***

Second, Your Insured is liable to Claimant for the towing and storage fees of the disabled vehicle. The vehicle was towed by [Name of Towing Company]. The vehicle was stored at [name and location of tow yard] for [number] days. The total cost was $\_\_\_\_\_.

1. ***Loss of Use – Rental Cost***

Your Insured is also liable to Claimant for the reimbursement of loss of use charges in the amount of $25.00 per day. Claimant did not have a vehicle for [number] days so the total Loss of Use reimbursement is [TOTAL].

USE THIS SENTENCE INSTEAD IF YOU RENTED A VEHICLE🡪 Your insured is also liable to Claimant for the charges incurred for renting a vehicle from [Rental Car Company Name] for a total cost of [TOTAL].<Include a Copy of your Receipt for Your Rental Vehicle as an Attachment to This Letter and Reference It as “Exhibit 2”>

1. ***Repair Cost or Replacement Value***

I further contend that Your Insured is liable to Claimant for the repair or replacement value of Claimant’s vehicle at a cost of [TOTAL]<include a copy of either (i) your Preliminary Estimate, (ii) the total loss value estimate, or (iii) final repair bill from the body shop and reference it as “Exhibit 3”>

1. ***Diminished Value***

Additionally, I contend that prior to the collision the subject vehicle had a fair market value of [insert fair market value of your vehicle prior to the collision] and a post-repaired fair market value of [insert the fair market value of your vehicle after repairs have been made]. In support of our position, we enclose the independent auto appraisal report of Diminished Value labeled as Exhibit #4.<Include an Independent Appraiser’s Evaluation of Your Vehicle as an Attachment to This Letter>

We believe that the subject vehicle should be declared to have a post-loss and post-repair diminished value of [insert the value of your vehicle after it has been repaired]. Although it was “repaired,” the vehicle was not restored to its pre-collision condition. As a result of the accident and subsequent [Insert Total of Repair Cost] in repairs, Claimant’s vehicle is no longer considered in clean or pristine condition.

Additionally, Claimant’s vehicle will forever have a tarnished history report. A buyer being quoted the fair market price of this {Insert the Year, Make, and Model of your vehicle], then advised that it had been damaged and had repairs of approximately [insert total of repair cost], would likely expect a reduction in price or choose not to make an offer to purchase this vehicle altogether.

1. ***General Loss and Inconvenience***

Lastly, I contend that Your Insured is liable to Claimant for the overall general inconvenience of being involved in the subject collision and damage to the vehicle. Although an exact figure is not quantifiable, consideration should be given for these general damages.

1. **DEMAND FOR SETTLEMENT**

I am willing to provide a limited liability release in exchange for payment of [insert your Total Demand Amount] for the property damage to Claimant’s vehicle. The material terms of this written offer of compromise are as follows:

MATERIAL TERMS

1. This offer must be accepted within thirty (30) days from your receipt of this offer (being tracked);
2. Amount of payment shall be [Total Demand Amount];
3. Payments must be made to [Your Name];
4. Payment must be delivered to [Your Address];
5. I will release the following party or parties: [Name of Insurance Company] and [Name of At-Fault Driver only;
6. The type of release that Claimant will provide [Name of Insurance Company] is a limited property damage release which releases all **“*property damage claims ONLY*”** resulting from the subject collision.
7. **CONCLUSION**

I have supplied you with the information necessary to evaluate this offer of compromise; however, should you have any questions regarding this demand, please do not hesitate to contact me at [Your Telephone Number] or by email at [Your e-mail Address]. Should you need additional information, please contact me in writing and state the reason for which you desire additional information.

 Very Truly Yours,