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NEED TO KNOW RELATING TO YOUR CLAIM

Dear Reader

Upon lodging your claim please provide us 48 Hours to confirm receipt of your approach.

Once we have confirmed receipt of your claim the matter is diarized by our consultants for a minimum of 30 days to attend to the necessary process,

We request that you provide us with 30 days before you follow up on the claim, following up via email will be the most effective way.

Please take note of our procedure and factors that might influence your claim:

- 1.1 We shall only consider your claim provided that the insured's cover is in place; he has complied with all his policy conditions, his premium was paid up to date at the time of the loss, his own damages claim was finalized in totality or his excess payment was received should the insured not proceed with the repair of his own vehicle.
- 1.2 Once you have submitted a claim, you may not negotiate, harass, threaten or influence our insured to settle all or any part of your claim. Failure to adhere to this provision could lead to legal action interdicting you making contact with our **Client** and the **Insured**, we will pursue the costs thereto.
- 1.3 All communication will take place with us directly. You can send an email: info@TPclaim.co.za alternatively contact the advisor directly for reasonable feedback on the status of the alleged claim.
- 1.4 Note that the incident was an accident, there was no intent to that damages caused by the Insured , therefore there are no "guilty" parties, only negligence from the parties involved – a guilty party is prosecuted in terms of criminal law, a negligent party faces civil damages.
- 1.5 Note that your claim is based on a DELICT, not in terms of a CONTRACT alternatively AGREEMENT. As such, there is no duty upon us to settle your claim in part or at all until Court orders us otherwise.

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Associates: K. Searle BA LLB (UP)



1.6 We will therefore apply the applicable legal principles / case law to the facts of your accident and the APPORTIONMENT OF DAMAGES ACT 34 of 1956 as amended in calculating possible settlement.

Note that you need to mitigate (lessen) your loss – should your car have been towed and stored you will need to immediately remove the vehicle from same, we will not include storage or towing into our settlement consideration.

Towing will be for your own account.

We do not accept liability for car hire – most insurers include cover for car hire into their policy contracts at an extra cost, but no legal right to such exists.

2. Merits and apportionment on settlement offers:

2.1 You need to ensure that you understand exactly how the merits of your specific accident will affect your claim and the settlement that you may receive:

2.2 Please take note of the following points:

2.2.1 Very few cases merit a 100% settlement offer. In ALL OTHER circumstances a percentage of negligence will be attributed to each party. This means that you will carry a portion of the blame / negligence and your settlement offer will be adjusted accordingly.

2.2.2 The apportionment will be made after due consideration by our Attorney who's opinion is confidential and we have no obligation to disclose same.

2.3.3 Traffic offences on the part of our insured don't affect the portion or percentage of negligence attributed to you.

3. Factors that may influence your settlement offer should you choose to claim directly from our client:

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- 3.1 Once we have accepted liability for your claim and a settlement figure was calculated, we shall make a cash-in lieu settlement offer.
- 3.2 We do not authorize any panel beaters to carry out repairs to a third party's vehicle.
- 3.3 You as the claimant should provide us with 2 or more quotes for the damages, alternatively an assessor will be Appointed for you at your costs, which costs will be deducted from the settlement figure.
- 3.4 Should you authorize repairs to your vehicle yourself – you will carry the risk of defective workmanship not limited for your own account.
- 3.5 In terms of an insured's contract with his insurer, where a vehicle is a write off, the insurer is obliged to pay the retail value or insured amount less the excess.
- 3.6 In terms of a delictual claim however, we will calculate your claim on the substantially lower market value, furthermore, as we don't have a mandate to dispose of the wreck we will deduct a percentage from your final offer as salvage, and you will have to dispose of the wreck yourself.
- 3.7 Should settlement proposals be forthcoming, the required time period is a minimum of 30 days business days for payment to reflect.
4. Please refer to the attached document being, "THIRD PARTY CLAIM INFORMATION" and provide our offices with the listed documents as per paragraph 4.

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