

SASRIA  
SOC  
LIMITED

August 1

2016

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The document is aimed at assisting NMI and Brokers in managing Sasria claims

NMI Claims  
Procedure  
Manual

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## 1. GENERAL

- a) All claim notifications and document submission must be done on the Customer Web Portal (CWP) for all companies on the CWP system otherwise by email to [claims@sasria.co.za](mailto:claims@sasria.co.za)
- b) Claims must be submitted to Sasria SOC Limited (Sasria) by the Non Mandatory Intermediary (NMI) or Broker and where the broker has submitted a claim, the underlying insurer must be copied.
- c) NMI's are to submit potential Sasria claims within one month of being notified of the claim. Late submission of claims may attract penalties.
- d) Minimal information may be utilised to notify Sasria of a claim, however all relevant claim documents are required in order for Sasria to make a decision on liability.
- e) All claim documents required to proceed with a claim must be submitted to Sasria without delay.
- f) The NMI's must handle all potential Sasria claims as if the claim is in terms of the underlying policy and with the utmost level of professionalism and analysis.
- g) Before submitting a claim to Sasria the NMI's is expected to establish that the events causing the loss, or damage:
  - i) are excluded in terms of the NMI's Policy General Exceptions;
  - ii) that the loss occurred during the Period of Insurance of the NMI's Policy.
  - iii) that the insured had Sasria cover at the time of loss.
- h) All information relating to Sasria claims is to be treated as confidential.
- i) The appointment of a Loss Adjuster, prior to notifying Sasria of a claim has been reported, is at the discretion of the NMI's on all claims below R1 000 000.
- j) On all claims above R1 000 000 Sasria must be contacted before a loss adjuster is appointed. Should a loss adjuster be appointed without Sasria consent adjusting fees will be for the NMI's account.

**Under no circumstances is anyone allowed to amend any documentation issued by Sasria without the knowledge of and consent from Sasria Limited.**

## 2. Sasria Limited Perils

In terms of the Sasria policy wording, Sasria will cover loss of, or damage to the property insured directly related to or caused by:

- i) any act (whether on behalf of any organization, body or person, or group of persons) calculated or directed to overthrow or influence any State or government, or any provincial, local or tribal authority with force, or by means of fear, terrorism or violence;
- ii) any act which is calculated or directed to bring about loss or damage in order to further any political aim, objective or cause, or to bring about any social or economic change, or in protest against any State or government, or any provincial, local or tribal authority, or for the purpose of inspiring fear in the public, or any section thereof;
- iii) any riot, strike or public disorder, or any act or activity which is calculated or directed to bring about a riot, strike or public disorder;
- iv) any attempt to perform any act referred to in clause (i), (ii) or (iii) above;
- v) the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in clause (i), (ii),(iii) or (iv) above.

**NOTE:** In this Policy, the term "Public Disorder" shall be deemed to include civil commotion, labour disturbances or lockouts;

### **3. DOCUMENTATION**

The NMI is requested to submit the following documentation to Sasria as well as any photographs whenever these are available. Please note that all documents submitted must be clear, descriptive of the item damaged or claimed for and preferably on PDF or word format. Communication must identify the NMI's Claim Number, and where available Sasria's Claim Number.

The following documents constitute an essential part of each and every claim and may be required to properly assess a claim:

#### **3.1. PRELIMINARY CLAIMS ADVISE FORM (Annexure A)**

- i) It may be utilised to notify Sasria of a new claim especially if there's minimal details.
- ii) Can be submitted on its own prior to submission of all required claim documents or submitted together with first notification documents.
- iii) All fields must be completed in full to enable Sasria to register the claim. Of utmost importance is the information relating to the name of the Insured, NMI name, Coupon number, date of loss, rating classification (section of policy being claimed under), area of loss and estimate of claim.
- iv) In the event of the Insured, for example, being a Holding Company, and the subject matter of the claim being the property belonging to its Subsidiary Company, the name of the Subsidiary Company must follow that of the Holding Company e.g.: ABC Ltd/XYZ Pty Ltd.
- v) The estimated quantum of the claim must be provided in all instances to indicate the potential level of exposure for which Sasria may be liable.

#### **3.2. SASRIA COUPON/POLICY**

- i) The Sasria Coupon/Policy forms an integral part of registration of a claim and analysis of cover, therefore a legible copy of the relevant Coupon/Policy must be submitted. The

Coupon/Policy must be for the correct period of insurance and class of business e.g. Motor, Fire, Goods in Transit, Money, Consequential Loss or Contract Works.

- ii) If the Coupon/Policy has been backdated by more than 30 days, in terms of the Hold Covered Procedures, or that it has been signed after the Date of Loss, proof that permission to backdate was requested and granted must be submitted.
- iii) In respect of Fleet Motor Policies (Categorised), a copy of the Declaration Endorsement in respect of the previous Period of Insurance must be attached. Alternatively the fleet list or the previous year's coupon must be submitted.
- iv) On monthly policies where the applicable coupon is not yet available, the previous month's coupon will be required. However, Sasria reserves the right to request the applicable coupon.
- v) Group scheme & Fleet coupons must be accompanied by a Motor Specification.
- vi) If a Coupon/Policy has been issued for a Period of Insurance less than 12 calendar months and premiums charged on a pro rata basis, a copy of the Renewal Warranty must be submitted.
- vii) Copies of all Endorsements and any other documents relative to the Coupon/Policy must be submitted.

### **3.3. NMI's UNDERLYING POLICY SCHEDULE**

- i) A full schedule of the NMI's underlying Policy must be submitted with all claims supported by the applicable wording.
- ii) On Motor claims where a Blanket Coupon has been issued a fleet list of the insured's motor vehicles and proof of ownership for the vehicle that's the subject of the claim must also be submitted.
- iii) The policy schedule must be for the correct period of insurance.

### **3.4. CLAIM FORMS**

- i) The Insured must in all cases complete an appropriate NMI or Broker Claim Form.
- ii) The Claim Form must be completed in full and signed by the Insured. For direct insurers a screen shot showing details of loss will be permissible.
- iii) Full details as to the circumstances of the loss or damage must be stated in the Claim Form.
- iv) In respect of Motor claims, the Driver's Statement must be as explanatory as possible.

### 3.5. PROOF OF PREMIUM

- i) All claims must be accompanied by proof of premium payment for the month of loss.
- ii) Where proof of premium is not available i.e. midmonth loss; the NMI can at least submit three months proof of paid policy premium prior to loss.
- iii) On Group scheme policies where premiums are forwarded to the NMI's after 45 days, proof of premium payment to the broker for the month of loss is acceptable.
- iv) Annexure 1 is not acceptable.

### 3.6. REPAIR DOCUMENTATION

- i) Under no circumstances may the NMI, the Loss Adjuster or the broker authorize any repairs without first obtaining permission from Sasria.
- ii) Where applicable a minimum of two (2) repair quotations must be obtained and submitted to Sasria.
- iii) In case of emergency repairs i.e. windscreen or glass replacements; authorization for these repairs may be undertaken but for the account of the NMI or the Insured. Should it be established that the loss or damage is in terms of the coverage provided by Sasria Coupon/Policy, then Sasria will reimburse the Agent, or Insured in terms of the issued Coupon/Policy.
- iv) Once Sasria has accepted liability, the Repair Invoice may be made out to Sasria and submitted for payment with all pertinent documentation. Sasria details for invoicing purposes are

Sasria SOC Limited  
P. O. Box 653367  
Benmore  
2010  
VAT no: 4140119340

- v) The Insured must sign all Clearance Certificates which must be supplied to Sasria with all invoices.

### 3.7. LOSS ADJUSTER AND ASSESSOR REPORT

- i) The loss adjuster's report is the property of Sasria, it is highly confidential and under no circumstances cannot it be made available to any other party without knowledge of and prior consent of Sasria.

- ii) The merits of the claim must be clearly stated on the report and the onus is on the insured to warrant that all information pertinent to the claim is made available to the loss adjuster.
- iii) The loss adjuster's report must indicate or describe the item claimed for and any number used to define the asset.
- iv) Quantum must be clearly stated and supported by quotations from reputable suppliers.
- v) The report must indicate the preferred supplier being selected from a list of two or three quotations.
- vi) The loss adjuster must ensure that salvage is disposed of immediately to the highest bidder and money collected made payable to Sasria. Sasria will issue a VAT invoice in favour of the buyer.

### **3.8. OTHER DOCUMENTS**

- i) All other/additional documents not mentioned above but deemed relevant to finalise the claim must be submitted to Sasria. These would include endorsements attaching to the coupon and any other supporting documents e.g. coupon specification, magnitude discount endorsement, etc.
- ii) The loss adjuster's and motor assessor's reports must be submitted with all annexures and pictures, no selection on the parts of the report is allowed.

### **3.9. SUBMISSION PERIOD**

Documents relevant for a loss are required as soon as possible to enable efficient settlement of the loss. Although the NMI has thirty days to notify Sasria of any potential loss following notification by the insured, it will help to Sasria notified in immediately.

The following will be required from the NMI

- i) Submit all the above required documents at first notification (schedule & wording, claim form and proof of premium).
- ii) Within seven days submit copy of Sasria coupon and proof of premium payment.
- iii) Where current month proof of premium is not available, proof for the previous three months must also be submitted in seven days.
- iv) Within seven days of notification from the loss adjuster or assessor, submit all circumstantial reports.
- v) All enquiries must be replied to within seven days.



#### 4. Appointment of Loss Adjusters and Motor Assessor

A Loss Adjuster must be appointed where the claim estimate is over R50 000.00 (non-motor claims) and R250 000 (motor claims). **All claim estimates over R1 million must be referred to Sasria for instructions prior to appointing a Loss Adjuster.** When appointing a loss adjuster, the Agent or broker must provide the loss adjuster with a copy of the loss adjuster's mandate.

##### Loss Adjusters' mandate:

- a) At all times act in the best interest of the insured and Sasria.
- b) To confirm and make sure that the NMI has supplied a copy of the Coupon/Policy including all Endorsements and attachments to the Coupon/Policy.
- c) Obtain the underlying policy schedule and applicable wording.
- d) To submit reports directly to Sasria and the NMI.
- e) To verify cover as per the Coupon and the underlying policy schedule and comment on the adequacy of cover (underinsurance, no cover, sections etc.)
- f) All the activities of the Loss Adjuster are to be treated as confidential.
- g) Investigate all the circumstances surrounding the loss or damage and to obtain sufficient proof, statements and other information to substantiate all findings to enable Sasria to assess their obligations and liability.
- h) To quantify the loss or damage in accordance with the cover provided.
- i) In the case of a 'cash in lieu' settlement the loss adjuster must agree quantum on a without prejudice basis.
- j) Where reinstatement or repairs are to be carried out the following must be undertaken:
  1. A competitive bidding process must be followed for any procurement.
  2. The loss adjuster will be provided with the names of companies from Sasria's database.
  3. Local suppliers should also be invited to bid. Since they are not on Sasria's database the following documents must accompany their bids.
    - 3.1.1. BBBEE certificate
    - 3.1.2. Tax clearance certificate
    - 3.1.3. Latest AFS
    - 3.1.4. Company Registration Certificate
    - 3.1.5. VAT Certificate number
    - 3.1.6. Bank letter confirming account number
  4. The invitation to bid must be in writing.
  5. A record of site meetings must be kept at all times.

6. Submission dates must be communicated to all bidding companies and fair timelines must be allowed.
7. Once all the bid documents are received the loss adjuster must prepare a report advising his recommendations on the results.
8. The adjudication process will be conducted by Sasria in line with the Preferential Procurement Act.
9. Sasria will confirm its decision to the loss adjuster in writing confirming the name of the selected Construction Company.
10. The loss adjuster will need to prepare an engagement letter and a copy must be submitted to Sasria for filing.
11. Sasria should invite and accept written price quotations for requirements from as many suppliers as possible that are registered on the list of prospective suppliers.
12. Where no suitable suppliers are available from the list of prospective suppliers, written price quotations may be obtained from other possible suppliers.
13. If it is not possible to obtain at least three (3) written price quotations, the reasons should be recorded and approved by the Executive Insurance Operations.
14. Where the settlement is processed by way of repairs or replacement, the repair invoices must be accompanied by a Clearance Certificate signed by the insured
  - k) To monitor repairs on a regular basis and in this regard provide Sasria with regular progress reports.
  - l) To personally ensure that repairs have been completed to the Insured's satisfaction.
  - m) To obtain the Insured's written confirmation that repairs have been satisfactory completed.
  - n) In cases of cash in lieu settlement to obtain a completed and signed Sasria release.
  - o) To submit the repairer's invoice debited in favour of Sasria and clearance certificate signed by the insured.
  - p) To dispose of any salvage at the highest possible amount.
  - q) To submit their fee account debited to Sasria.

### **Motor Assessor's Mandate**

- i) A motor assessor must be appointed on all motor claims above R10 000 **other than Glass claims**.
- ii) The assessor must authorise the repairs immediately once values are agreed.
- iii) The assessor must track progress of the repairs until completed, and sign off to confirm that the repairs were done accordingly.
- iv) Where the agreed amounts change the assessor must sign off for additional costs and advise Sasria on the changes.
- v) The assessor must track progress of the repairs until completed, and sign off to confirm that the repairs were done accordingly.

### **5. SALVAGE**

- i) Sasria is not party to any agreements between the NMI and Salvors, whereby salvage is sold at set rates.
- ii) All salvage sale negotiations must be carried out by the Loss Adjuster / Assessor, and the sale of same must be to the highest bidder.
- iii) For motor claims, the assessor must ensure the vehicles are deregistered with the correct code as per the SAIA code of conduct.
- iv) Salvage or scrap must be disposed of immediately.
- v) The proceeds from the sale of salvage must be made payable to Sasria who will provide the purchaser with a Tax Invoice.

### **6. RELEASE FORM**

- i) A Release must be obtained when a 'cash in lieu' settlement is to be made.
- ii) Only the Sasria Release Form is to be used.
- iii) The Release may only be made available to the Insured once Sasria has accepted liability of the claim, in writing.
- iv) The Release must be fully completed and signed by the Insured. Of utmost importance is the name of the Payee and the correct banking details of the Insured.
- v) A copy of the Sasria release will be accepted on receipt of a guarantee from the NMI Company that they have satisfied themselves with the originality of the signature on the release.

## **7. PRESCRIPTION**

- i) The Prescription period as stated in the (Non-Motor) NMI's underlying Policy is imported as an Additional Term and Condition of the Sasria Coupon/Policy. Where this is not stated 24 months will be applicable for this class of business.
- ii) The Prescription Period in terms of the Sasria Motor Policy is twelve (12) months from the date of the incident.
- iii) The NMI is expected to apply these prescription periods strictly.

## **8. VALUE ADDED TAX**

### **i) INDEMNITY**

- (1) Where indemnity is by way of a cash settlement to the Vendor Insured, Sasria will include the VAT component of such cash indemnity in the settlement amount.
- (2) Where the cash indemnity is made to a Non-vendor Insured the same basis of indemnification is adopted.
- (3) Where Sasria elects to settle the claim by replacing or repairing the property, Sasria will pay the repairer or supplier according to their VAT status.

### **ii) TAX INVOICES**

- (1) Where a cash indemnity is made by Sasria to an Insured, or reimbursement is made to the Agent or Broker, it will not be necessary for such Vendor (or Non-vendor) Insured to furnish Sasria with a Tax Invoice.
- (2) Where a settlement is made directly to a supplier of goods and services and/or contractors or repairers, Sasria must be in possession of a Tax Invoice from such persons.
- (3) Accordingly, all accounts submitted for payment to suppliers of goods and services or contractors or repairers, must be debited to Sasria.

## **9. DEDUCTIBLES/EXCESSES/FIRST AMOUNT PAYABLES**

Only the Contract Works coverage includes a Deductible, other than when the Insured has elected a Voluntary Deductible. The application of a Deductible, in terms of Sasria shall be on the basis that the deductible is deemed to be VAT inclusive.

## **10. PAYMENTS**

All payments will be made by Electronic Fund Transfer (EFT) into the payee's bank account.

To the Insured

- i) Payment to the insured will be made electronically using details furnished to Sasria by the insured on the release. Sasria reserves the right to request proof of bank details by way of a bank letter.

Confirmation

- i) Sasria will supply the NMI with a full copy of the settlement details to enable the NMI to complete their claim records.

### 11. COMPLIANCE

- i) To prevent any undue delay in the settlement of any claim against a Sasria Coupon/Policy, it is imperative that the NMI complies with the above procedures.
- ii) NMI's are encouraged to submit to Sasria comments and advice that may aid in improving service to our mutual insured.

### Annexure A

PRELIMINARY CLAIMS ADVICE FORM	
<b>Agent company</b>	: .....
Number of Coupon/Policy	: .....
Nominated Agent Claim No	: .....
<b>Name of Insured</b>	: .....
Insured's Postal Address	: .....
	: .....
	: .....
Contact Person (where the Insured is a Co.)	: .....
Insured's Reference	: .....
Insured's Bank Details	: .....
SASRIA deductible/Co-insurance applicable	<input type="checkbox"/> YES or <input type="checkbox"/> NO
If Yes: State amount/percentage	: .....
Period of Insurance	: .....
Rating Classification	: .....
Estimate of Claim	: .....
Date of Loss	: .....

Address at which loss occurred	:	.....
Brief description of loss	:	.....
	:	.....
	:	.....
.....		
<b>Name of Loss Adjusters</b>	:	.....
If appointed and date of appointment	:	.....
<b>Broker's Name</b>	:	.....
Broker's address	:	.....
	:	.....
Broker's Contact Person	:	.....
Broker's Claim No	:	.....
Agent's contact person	:	.....
Date submitted	:	.....
.....	:	.....
Signed by		(name in block letters)