**Agreement of loss** (without prejudice)

Whereas **{insert insured’s name } – {insert claim number}** insured in terms of Sasria SOC Limited (Sasria) Coupon / Policy Number **{insert policy / coupon number}** and has claimed indemnity In terms of such Coupon / Policy for loss or damage which occurred on the **{insert date of loss}.**

Now therefore the Insured agrees that payment of the following sum:

|  |  |
| --- | --- |
| **Type of Loss** | **Amount (Incl. VAT)** |
| **{ details}** | **{amount}** |
| **Total Due (Vat Included)** | **{amount}** |

Be made to with **ID no. or Company Registration no.** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, in **full and final** settlement of all or any claims which the Insured may have against Sasria under and in terms of the aforesaid Coupon / Policy in respect of the aforesaid loss or damage.

I / We ………………………………………(the insured) hereby cede and transfer my / our rights and interest in the salvage which in consideration of this settlement becomes the property of Sasria. The Insured further confirms that there is no other Policy of Insurance which indemnifies it against the aforesaid loss or damage, and that there are no other interested parties, in the insured property other than as stated herein.

I/We accept that by payment of the above amount the sum insured as stated in the Coupon stands reduced by this amount unless it is reinstated. Upon acceptance of the above amount the sum insured by the item of the abovementioned Coupon/Policy or section shall be reduced by the aforementioned amount unless the sum insured has been reinstated by an endorsement to the Coupon/Policy.

The acceptance of liability, manner or extent of indemnification, as the case may be, envisaged in this document is based on the facts available to us at this stage. Should new facts come to our attention which affect our decision to accept liability or on the manner or extent of the indemnity owing, as the case may be, we reserve our rights to withdraw our acceptance of liability, claim restitution or take whatever steps may be appropriate under the circumstances.

**Please note that for claims below R50 000.00( Fifty Thousand Rands), any additional repairs should be signed off by the appointed assessor and an amended Agreement of Loss will be issued accordingly.**

## Sasria will not accept any claim under the policy for any deficient repairs or any damage to or loss of the vehicle whatsoever while it is in the custody or under the control of the repairer. The risk in the vehicle while it is being repaired rests solely with the insured.

Sasria is bound by The Code of Motor Salvage agreed to by the South African Insurance Association, the Banking Association of South Africa and the National Motor Financing Association and confirms that it will act in accordance with its provisions. Please note that this could result in a delay to the payment of the claim pending, for example, the provision of the vehicle's registration papers to Sasria and the deregistration/re-classification of the vehicle involved in the incident, as may be necessary.

PROTECTION OF PERSONAL INFORMATION ACT – CONSENT CLAUSE

I/We (as the data subject), by signing this document, hereby consent/s to the processing of my/our personal information contained herein as per the Protection of Personal Information Act 4 of 2013 (“POPI”), and confirms that:

the information is supplied voluntarily, without undue influence from any party and not under any duress;

the information which is supplied herewith is mandatory for the purposes of this agreement of loss and that without such information, Sasria cannot fulfil the purposes of this agreement;

failure to provide the information will result in Sasria being unable to make settlement of the claim

|  |  |  |
| --- | --- | --- |
| Bank: | Branch Code | Account Type |
|  |  |  |
| Account Holder | Account Number | Account Holder ID/ Company Registration No |
|  |  |  |

**\* Bank Letter or cancelled cheque is required to verify all payments above R500,000**

|  |  |  |  |
| --- | --- | --- | --- |
|  | **\** | **\** | **\** |
| **SIGNED - Policyholder** | Name & Surname | Capacity | Date |

|  |  |  |  |
| --- | --- | --- | --- |
|  | \ | \ | \ |
| **SIGNED–Broker or Insurer\*** | Name & Surname | Capacity | Date |

**\*I hereby confirm that the details above are that of the insured and the original document will be made avaibale should the need arise.**

SIGNED - Witness\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Return form to** **payments@sasria.co.za**