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Pretoria, South Africa
Vat Nr: 4550285482

Date :

Our Reference :

Assistance with a recovery from a negligent Third Party

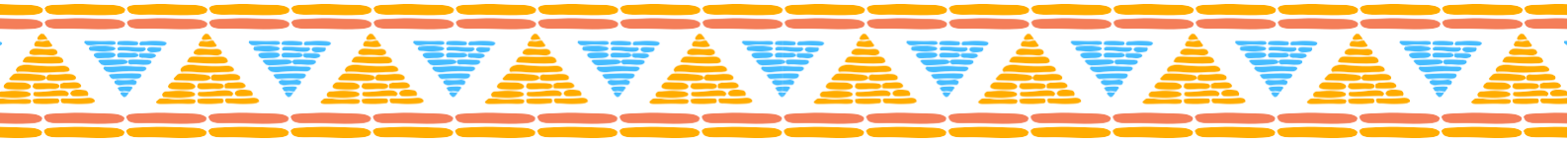
Find below all information and documentation required to assist you with the recovery against the Third Party. It is very important to complete the Accident Information Form with ALL the information you have available. The more information provided by you, the better the chance is that we will be successful with your recovery.

Please ensure that you understand the content of this document.

Kindly take note of the following:

1. In completing these forms, you subrogate (transfer) your rights concerning the recovery of your damage to **PhetoloERS**. You are therefore not allowed to negotiate with the other party unless we have advised you in writing, that we did not succeed with your recovery.
2. It is of VITAL importance for you to limit any expenses incurred as far as possible. **PhetoloERS** will not accept any liability or be liable for payment of release fees/towing fees etc. We **strongly** suggest that you move your vehicle as soon as possible from a towing company or panel beater, as this can incur an **enormous** cost.
3. If this action against the other party, initiates a *counterclaim*, **PhetoloERS** will not accept liability. We will, however, advise you on how to deal with the matter.
4. If you are insured but choose not to claim against your insurer, bear in mind that this process might take a lot longer than claiming against your policy AND we might not be successful or might not recover the entire amount of the damage caused to your vehicle. Refer to "Apportionment of damages" in this document.
5. ERS cannot guarantee that a successful recovery will be made and/or that the full amount will be recovered.
Apportionment of damage and liability will be applied as per the Law of Collisions in South Africa.
6. The period of the recovery cannot be determined. This kind of negotiation can take time.
7. In accepting assistance from us, **PhetoloERS** does not accept liability for the repairs of the vehicle.
8. Please note that this is a contractual agreement concerning assistance on civil matters, therefore the benefits you would have in an insurance policy is not applicable, and we do not act as an Insurer, but as a Contingency agent only.
9. **PhetoloERS** will not instruct repairs at a panel beater, nor accept liability for any workmanship or repairs done. We negotiate a settlement which can be used to pay towards your loss.
10. Settlement of outstanding balances at financial institutions remains your responsibility.

A Darlington, KE Magosa, MM Mphela, KTN Nzima, M Oosthuizen, W Young

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11. If your vehicle has been damaged beyond repair, you will remain the owner of the wreck (*salvage*). We will however assist you with suggestions on how to dispose of it.
 12. **PhetoloERS** will not litigate the matter. We will advise if we believe that litigation can be successful and will refer you to an attorney competent to deal with the matter on your behalf. Should you instruct us to proceed with litigation, you will be fully liable for all legal fees incurred.
 13. On receipt of the money from the third party and after deduction of our fee, the funds will be transferred into your account, unless you have ceded the payment to another party. (e.g. The Repairer or Finance House)
 14. Upon receipt of your claim form, we will do an initial investigation, and should we believe that, how the accident occurred, is in your favour (fully or partially), you will have to choose between the following two payment options:
 - Pay the non-refundable admin fee of R750 (exclusive of VAT). Including VAT: R862-50. **PhetoloERS** works on risk and will charge a fee of 25% (excl VAT) of the amount recovered from the other party, **OR**
 - NO** administration fee, but **Phetolo ERS** will charge 30% commission (excl VAT), of the amount recovered from the other party.
 15. On receipt of your claim, you will be registered on our online portal and provided with a username and password to follow the progress of your claim.
 16. **The following documentation needs to accompany the submission of your claim form:**
 - Copy of the driver and owner IDs
 - Copy of the driver's license of the person who was driving the vehicle.
 - Two quotations for the damage to the vehicle (a quote simply stating that it's a write-off is not acceptable). If you cannot obtain this, we can assist you with a virtual assessment, if you are in a position to take good-quality photos of the damaged vehicle. Disclaimer: We accept no liability for the accuracy of the virtual assessment. This is purely to assist a client not incurring additional expenses to obtain a quotation. If a client believes that there might be unseen damage, we suggest a quotation by a panel beater.
 - Towing invoices (if applicable)
 - A copy of the registration papers will be needed as proof of ownership.
 - Applicable photos of the damage to the vehicle, odometer, license disk and accident scene if available
 - Accident report of the accident
 - An *eye-witness* statement or contact detail of the eyewitness. This can be of great assistance to negotiate a better settlement for you.
 - If you are insured for this loss, but will not be claiming through your insurance company, a letter from them confirming that they will not be handling your claim.
 - A sworn affidavit to the effect that you are uninsured.
 - Instituting a claim through **PhetoloERS** as well as your insurance company is fraud and will be dealt with as such.
 - All payments will be made to the legal owner of the vehicle.
 - Proof of payment of the admin fee.

❖ How did you become aware of our services:

Radio	
Social media	
Branded vehicle	
Flyer	
Word of mouth	
Other	

Email this form with all relevant documents to nyf@excelrs.co.za



A PROUD INITIATIVE BETWEEN THE TWO SISTER COMPANIES

Explanation of terms used in our documentation:

Counterclaim:

If you were more liable for how the accident occurred, the other party might claim against you. For this reason, it's of **vital importance** to be honest with us about how the accident happened. This can also happen if the other party's damages by far exceeds yours and we need to apply apportionment of damages.

Apportionment of damage:

We negotiate settlement according to Delictual Motor Law. This refers to the Law of Collisions in South Africa. Apportionment of damages is part of this law. This will determine what percentage of liability each party will carry during the accident. Eg: The accident occurred at an intersection. Both parties are liable to enter an intersection only when it's safe to do so. Depending on how the accident happened, apportionment of damage will be applied. If we apply 70/30 in your favour, the other party will be liable for 70% of your damage and you will be liable for 30% of their damage. For this reason, we might not always be able to recover 100% of your damage. This may also mean that should the other party's damage by far exceed the damage to your vehicle, it might result in a negative apportionment (where you may be liable for their damage). At **PhetoloERS** will consider this before approaching the other party. Be aware that this information might only come to our attention after an approach was sent.

Salvage:

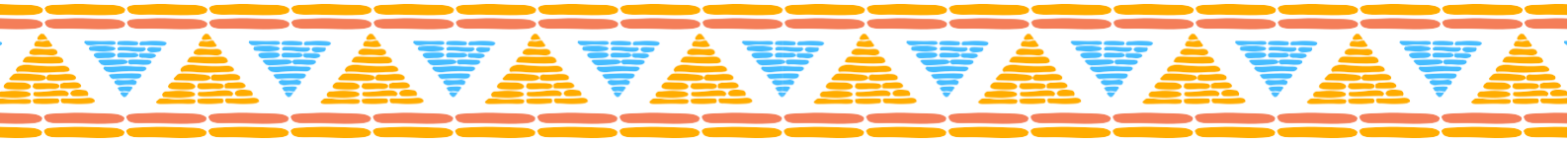
The vehicle wreck can be sold to a salvage dealer.

Write-off/total loss:

The vehicle has been damaged beyond repair.

Eye-Witness

This can be any person who witnesses how the accident happened. Preferably somebody independent of you. This version can mean the difference between a successful and failed recovery!



Consent to receive direct marketing

By submitting my details, I hereby give consent to Excel Recovery Service (Pty) Ltd /Phetolo (Pty) Ltd, and their duly appointed agents to process my personal information as provided, for the purposes of direct marketing by means of electronic communication in respect of information and communications and services

I understand that my data will be used solely for the purposes for which it was provided, I understand that I can at any time unsubscribe, should I choose to do so, by sending an email requesting to unsubscribe to info@excelrs.co.za.

I, _____ with ID number: _____
Declare that I am the owner of the above-mentioned vehicle and agree to the terms and conditions.

Signed at _____ on _____

Initial EVERY page.

Vehicle owner

Vehicle driver

Full name

Full name

