

## Assistance with recovery from 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 read carefully through this document.*

### Kindly take note of the following:

1. In completing these forms, you subrogate your rights with regards to the recovery of your damage to ERS. 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. ERS will not accept any liability or be liable for payment of release fees/towing fees. We 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, initiate a *counter claim*, ERS will not accept liability. We will however, advise you 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 own 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 industry standard.
6. The time span of the recovery cannot be determined. This kind of negotiation can take time. In accepting this project, ERS does not accept liability for the repairs of the vehicle.
7. Please note that this is a contractual agreement with regards to assistance on civil matters, therefore the norm of an insurance policy is not applicable and we do not act as an Insurer, but as a Contingency agent only.
8. ERS will not instruct repairs at a panel beater, neither accept liability for any workmanship or repairs done. We negotiate a settlement which can be used to pay towards your loss.
9. Settlement of outstanding balances at financial institutions remains your responsibility.
10. You will remain the owner of the wreck (*salvage*). We will however assist you with suggestions on how to dispose of it.
11. ERS will not litigate on 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.
12. On receipt of the money from the third party and after deduction of the fee, the funds will be transferred into your account, unless you have ceded the payment to another party. (eg. The Repairer).
13. R575 admin fee non-refundable (inclusive of VAT) will be payable on submission of the claim to us. Kindly include the proof of payment of this amount with the claim form.

#### Bank detail:

Account name: Excel Recovery Services (Pty) Ltd  
Institution: First National Bank  
Account number: 6217 926 7432  
Type of account: Cheque account  
Reference on payment: Your surname and initials

14. ERS works on risk and will only charge a fee of 25% (excl VAT) of the amount recovered from the other party or saving on a liability claim.
15. On receipt of your claim, you will be registered on our on-line 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 ID's
  - Copy of the drivers' 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)
  - Towing invoices (if applicable)
  - If the vehicle is a write-off (total loss), a copy of the registration papers will be needed
  - Applicable photos of the damage to the vehicle, odometer and license disk
  - Accident report of the accident
  - An *eye-witness* statement or contact detail of the eye witness
  - If you are insured for this loss, but will not be claiming through your insurance company, a letter from them confirming this will be needed
  - A sworn affidavit to the effect that you are uninsured. Instituting a claim through ERS as well as your insurance company is a 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.

Email this form with all relevant documents to [claims@excelrs.co.za](mailto:claims@excelrs.co.za)

Explanation of terms used in our documentation:

- Counter claim: If you were more liable in 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 damage 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 in 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.
- Salvage: The vehicle wreck which 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 totally independent of you. This version can mean the difference between a successful and failed recovery!

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 \_\_\_\_\_ (date)

\_\_\_\_\_  
Vehicle owner

\_\_\_\_\_  
Full name and surname

ACCIDENT INFORMATION FORM

OWNER OF VEHICLE: \_\_\_\_\_

TELEPHONE(H): \_\_\_\_\_ CELL: \_\_\_\_\_

TELEPHONE(W): \_\_\_\_\_ FAX NO.: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

POSTAL ADDRESS: \_\_\_\_\_

VEHICLE Make / Model: \_\_\_\_\_

Registration no: \_\_\_\_\_ Year: \_\_\_\_\_

Kilometres reading: \_\_\_\_\_

In whose name is the vehicle registered? \_\_\_\_\_

Finance Bank: \_\_\_\_\_

Branch: \_\_\_\_\_

Account number: \_\_\_\_\_

Contact person: Tel: \_\_\_\_\_

DAMAGES Estimate: \_\_\_\_\_

Where is the damaged vehicle? \_\_\_\_\_

DRIVER Full Name: \_\_\_\_\_

Address: \_\_\_\_\_

I.D. Number: \_\_\_\_\_

Occupation: \_\_\_\_\_

Contact number: Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Business / Private use: \_\_\_\_\_

Was he/she in your employ? \_\_\_\_\_

OTHER PARTY

Name /  
Address: \_\_\_\_\_

I.D. Number / Date of Birth: \_\_\_\_\_

Contact Number: \_\_\_\_\_

Make / Model: \_\_\_\_\_

Registration no.: \_\_\_\_\_

Insurance Company: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Policy number / Claim number: \_\_\_\_\_

Details of damage: \_\_\_\_\_

WITNESSES

Name/Address: \_\_\_\_\_

Contact Number: \_\_\_\_\_

S.A.P. DETAILS

Police Station: \_\_\_\_\_

Police case number: \_\_\_\_\_

Date reported: \_\_\_\_\_

S.A.P. Contact Person: \_\_\_\_\_

ACCIDENT

Date of accident: \_\_\_\_\_

Time of accident: \_\_\_\_\_

Place of accident: \_\_\_\_\_

Speed: Before accident \_\_\_\_\_ Kph - Time of impact: \_\_\_\_\_ Kph

Business / Private use: \_\_\_\_\_

Was he/she in your employ? \_\_\_\_\_

OTHER PARTY

Name /  
Address: \_\_\_\_\_

I.D. Number / Date of Birth: \_\_\_\_\_

Contact Number: \_\_\_\_\_

Make / Model: \_\_\_\_\_

Registration no.: \_\_\_\_\_

Insurance Company: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Policy number / Claim number: \_\_\_\_\_

Details of damage: \_\_\_\_\_

WITNESSES

Name / Address: \_\_\_\_\_

Contact Number: \_\_\_\_\_

S.A.P. DETAILS

Police Station: \_\_\_\_\_

Police case number: \_\_\_\_\_

Date reported: \_\_\_\_\_

S.A.P. Contact Person: \_\_\_\_\_

ACCIDENT

Date of accident: \_\_\_\_\_

Time of accident: \_\_\_\_\_

Place of accident: \_\_\_\_\_

Speed: Before accident \_\_\_\_\_ Kph - Time impact: \_\_\_\_\_ Kph



Sketch of the accident

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 \_\_\_\_\_ (date)

\_\_\_\_\_  
Vehicle owner