



CLAIMS PROCEDURE

OPICORP (PTY) LTD T/A AUTO CARRIERS

DEALER/CUSTOMER CLAIMS PROCESS

Purpose:

To establish a well-documented claims procedure that meets the requirements of the transporter and all Dealers regarding damaged vehicles.

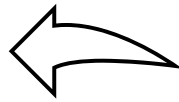
1. Conditions for Acceptance of a Claim Liability for any damage to a vehicle is subject to the fulfilment of the following conditions:

- 1.1. The punctual compliance by the Dealer with the procedure set out in paragraph 2(two) below.
- 1.2. The receipt by Opicorp (Pty) Limited T/A Auto Carriers (“AC”) of a signed Proof of Delivery Note (Consignment Note) in respect of the vehicle for which a claim is being lodged.
- 1.3. The compliance by the Dealer with its obligations as set out in paragraphs 3.2, 3.3 and 5(five) below.

2. Procedure to be followed by Dealers when submitting claims

- 2.1.1. Upon receipt of any vehicle/s delivered by (“AC”) during normal working hours, the Dealer or his representative, shall:
- 2.1.2. Inspect the vehicle/s in the presence of (“AC’s”) driver or representative for any damage or shortage at the same point of rest where it has been parked by (“AC’s”) driver or representative.
- 2.1.3. Inspect the vehicle as quickly as possible but not later than 15 minutes after delivery.
- 2.1.4. Record on the Proof of Delivery Note / Consignment Note all obvious damages, as well as missing items, to the vehicle/s which was pointed out to (“AC’s”) driver or representative in terms of paragraph 2.1.2.
- 2.1.5. Ensure that the Proof of Delivery note is countersigned by the (“AC’s”) driver or representative.
- 2.1.6. Sign, date and affix an official company stamp to every page of the Proof of Delivery / Consignment note including the Dealer’s Copy;
- 2.1.7. Retain the “Dealer’s Copy” of the Proof of Delivery note / Consignment Note as proof of the delivery of the vehicle; and
- 2.1.8. Return the original and all other copies of the proof of delivery note / Consignment Note, to (“AC’s”) driver or representative.
- 2.2. Upon receipt of any vehicle/s delivered by (“AC”) after normal working hours, the Dealer or representative shall:
 - 2.2.1. Inspect the vehicle/s before 12h00 hours on the next working day;
 - 2.2.2. Comply with the provisions of paragraphs 2.1.4, 2.1.6 and 2.1.7 above, to the extent that it is able to; and
 - 2.2.3. Fax, Scan, and Email the Proof of Delivery note to (“AC’s”) claims department in Durban by not later than 12h00 hours on the first working day after delivery of the vehicle/s.
- 2.3. Where damage is found on a vehicle/s and provided that the procedure in paragraphs 2.1 or 2.2 have been complied with, the Dealer shall by close of business on the next working day (within 24 hours):
 - 2.3.1. Notify (“AC’s”) claims department, in writing by facsimile or email and using the official (“AC”) claim form (as attached) and Proof of Delivery of any damage;
 - 2.3.2. Supply full particulars of the nature and extent of the damage;
 - 2.3.3. Supply full particulars of any other information which may be required by (“AC”) or which may be relevant regarding the processing of the claim;
 - 2.3.4. Supply two written quotations for the repair of the vehicle/s by close of business on the 10th working day after the day on which the vehicle/s were delivered (excluding the day on which the vehicle/s were delivered); and

- 2.3.5. Supply any other acceptable proof of the warranty price of any missing spare parts or items.
- 2.4. Only claims which comply with the above time period will be accepted.



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3. Assessment

- 3.1. ("AC") shall, upon notification of a claim in accordance with paragraph 2(two) above, be entitled but not obliged to, inspect the damage to any vehicle/s in order to assess its liability with 2(two) days of the claim/s being submitted.
- 3.2. The Dealer shall allow a ("AC") Claims Inspector ("the Inspector") to inspect the vehicle/s at its premises', irrespective of whether the Dealer has been notified of an intended inspection or not.
- 3.3. Upon inspection of the vehicle by the Inspector, the Dealer shall produce the documents referred to in paragraphs 2.1 and 2.2 above.
- 3.4. No repairs may be undertaken by the Dealer without ("AC's") expressed written approval.

4. Payment

- 4.1. Should ("AC's") Claims department be satisfied that the procedures as set out in paragraphs 2(two)and 3(three) have been complied with the ("AC's") Claims department shall issue an order to an approved supplier or repairer or the Dealer himself for the repair of the vehicle/s or the replacement of shortages.
- 4.2. All invoices (bearing an order number) and statements shall be addressed to
Opicorp (Pty) Limited
P.O. Box 10125, Lower Marine Parade, Durban, 1456,
VAT no. 4730269513
- 4.3. All invoices shall comply with the terms and conditions set forth in the Purchase Order and shall be provided to ("AC") within 30 days of the delivery of products or completion of services to ("AC") In the event the Contractor fails to submit an invoice to ("AC") within 90 days of delivery of products or completion of services to ("AC"), then in such event and in the sole discretion of ("AC") the invoice shall be deemed paid in full and ("AC") may retain the products and services without any further cost or expense.

5. Retention of Damaged Goods / Parts

- 5.1. The Dealer shall keep all broken or damaged items on its premises for inspection by the Inspector, or any other representative of (“AC”) and the ownership in respect of such items at all times vest in (“AC”).

6. General

- 6.1. This document contains the entire claims procedure and no other provision, save as in accordance with this document, will be of any effect.
- 6.2. All notices, claims, quotes, etc. in terms of this claims procedure shall be lodged with (“AC’s”) Claims Administrator.

7. Claims Department Contact Persons

Claims Administrator

Senzo Shozi

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