

TERMS AND CONDITIONS

Agreement entered into and between Claim Admin Solutions (hereinafter referred to as “the Company” and or “CAS”) and _____ (full names and surname with ID number _____ of _____ (address)(hereinafter referred to as “the Client”).

1. Appointment and duration / termination of agreement

I hereby appoint Claim Admin Solutions (hereinafter referred to as “the Company”) and or the Companies Agents or Employees, to provide services specified in this agreement. The Company undertakes to provide the services specified in this Agreement. This Agreement will commence on the date the Agreement has been received by the Company, and shall terminate on the finalization of the Client’s insurance claim.

2. Power of Attorney / Mandate

I do hereby nominate, constitute and appoint Claim Admin Solutions (“the Company”) and its agents and or employees with power of Substitution, to be my lawful Agent(s) in my name, place and stead, to perform all duties and to sign all documentation relating to my insurance claim lodged with _____ (name of short-term insurance company), and generally for effecting the purposes as aforesaid, to do or cause to be done whatsoever shall be requisite, as fully and effectually, for all intents and purposes, as I might or could do if personally present and acting herein - hereby ratifying, allowing and confirming and promising and agreeing to ratify, allow and confirm all and whatsoever my said Agent(s) shall lawfully do, or cause to be done, by virtue of these presents.

3. Services rendered by the Company

The Company shall provide the following services to Clients:

- 3.1 The administration of short-term insurance claims on behalf of clients;
- 3.2 Liaise with short-term insurance companies and brokers;
- 3.3 Assist with the completion of claim forms;
- 3.4 Obtain quotations as required by insurance companies;
- 3.5 Visit clients’ residential and or business address to collect documents, if necessary;
- 3.6 Submit insurance claim to short-term insurance companies and or brokers;
- 3.7 Keep Clients informed of progress made with their claims;
- 3.8 Ensure that claims are finalized in the shortest possible time.

4. Obligations of the Client

The Clients obligations and liabilities include, but not limited to, the following:

- 4.1 To provide all necessary information / documentation to the Company within five (5) working days from date of request;
- 4.2 The Client must provide correct and accurate information pertaining to his/her short-term insurance claim;

5. Indemnity

- 5.1 All specifications, illustrations, advertisements, brochures and other technical data furnished by the Company in respect of the services rendered to clients and whether in writing or not, are furnished only on the basis that they will not form part of any contract or be relied upon by the Client for any purpose, unless and to the extent that they are expressly warranted or guaranteed in writing by the Company and are, as such expressly stated by the Company to form part of this agreement.
- 5.2 The Client shall never have any claim against the Company for any breach of this agreement, resulting in any loss arising from any non or defective delivery of services or the fact that the Client's insurance claim has been declined and or reduced, and due to any act or omission by the Company unless such non or defective delivery of services was caused by any grossly negligent act or omission on the part of the Company, or by a deliberate act or omission on the part of the Company.
- 5.3 Subject to and without in any way limiting the provisions of clause 5.2 above, or 5.4 below, the Company's liability to the customer for any damage sustained by it from any cause whatsoever, including any damages arising out of any negligent act or omissions or that of its servants, agents, sub-contractors, shall in any event and under all circumstances be limited to the actual claim amount.
- 5.4 The Company shall never be liable for any consequential loss or damage suffered by the customer, however caused.
- 5.5 Insofar as any of the Company's obligations under this agreement are carried out by any of its employees, agents, sub-contractors, suppliers or the like, the provisions of this clause 5 and the indemnities provided herein shall apply *mutatis mutandis* to such parties.
- 5.6 The customer shall not have any claim of any nature whatsoever against the Company for any failure by the Company to carry out any of its obligations under this Agreement as a result of *vis major*.

6. Breach and dispute resolution procedures

- 6.1 Where the Client has breached any terms of this agreement, and failed to rectify such breach or make payment of any amounts outstanding after receipt of a notice affording the Client a period of 20 (twenty) days within which to do so, then, and notwithstanding any other remedies afforded to the Company in terms of this agreement:
 - 6.1.1 all amounts then outstanding by the Client shall immediately become due, owing and payable;
- 6.2 Notwithstanding the provisions of clause 5, or any other provisions of this agreement, and once the Company has given the Client notice of the default in the manner set out in sub-clause 6.1 simultaneously in such notice the Client; alternatively the Company shall be entitled in such notice, to propose that the default be referred to a debt counselor, alternate dispute resolution agent, consumer court or ombud with jurisdiction (section 129(1)(a) of the NCA). The parties shall endeavor pursuant to such referral to resolve any dispute under the agreement, or to negotiate and implement a plan to secure that all amounts outstanding by the customer be paid up to date.
- 6.3 Where the time period set out for the rectification of the Client's breach in sub-clause 6.1 has lapsed, and provided that at least 10 (ten) days have lapsed since receipt by the debt counselor of the notice contemplated in clauses 6.1, and 6.2, and where the procedure contemplated in 6.2 is not successful, or the Client has elected not to avail himself of these procedures or a period of more than 60 (sixty) days has lapsed since the date when the review was applied for, the Company and/or its duly appointed attorneys shall be entitled to proceed with legal action against the Client, and in this regard the Client consents to the jurisdiction of the Magistrate's Court in

terms of Section 45 of Act 32 of 1944 (as amended) in respect of any action to be instituted against it by the Company.

7. Prescription

7.1 Notwithstanding that the Company's claim against the Client may have prescribed, the provisions of the prescription Act No 68 of 1969 shall not at any time preclude the Company from instituting action for the payment of any amounts due and payable in terms of this agreement. More specifically the Client expressly waives and renounces any rights which it may have or acquire in the future in terms of any law to raise the defense of prescription against any claim instituted by the Company.

8. Domicilium and Notices

8.1 The Company nominates as its *domicilium citandi et executandi* the address reflected on the first page of this agreement at which address it will accept service of all notice and correspondence.

8.2 The Client nominates as its *domicilium citandi et executandi* the address reflected on the first page of this agreement at which address it will accept service of all notice and correspondence.

8.3 Any notice or communication required or permitted to be given of this agreement shall be valid and effective only if in writing.

8.4 Any party may, by notice to any other party change the physical address chosen as its *domicilium citandi et executandi* to another physical address or its telefax number, provided that the change shall become effective vis-à-vis that addressee on the 7th business day from the receipt of the notice by the addressee.

8.5 Any notice to a party:

8.5.1 sent by prepaid registered post (by airmail if appropriate) in a correctly addressed envelope to it at the address chosen as its *domicilium citandi et executandi* shall be deemed to have received on the 7th business day after posting (unless the contrary is proved);

8.5.2 delivered by hand to a responsible person during ordinary business hours at the physical address chosen as its *domicilium citandi et executandi* shall be deemed to have received on the day of delivery; or sent by telefax or e-mail to its chosen telefax number or e-mail address shall be deemed to have received on the date of dispatch (unless the contrary is proved).

8.6 Notwithstanding anything to the contrary herein contained, a written notice or communication actually received by a party shall be an adequate written notice or communication to it notwithstanding that it was not sent to or delivered as its chosen *domicilium citandi et executandi*.

9. Authorization

9.1 The Client warrants that the party affixing its signature to this agreement for and on behalf of the Client is duly authorized to represent the Client, and to bind it to the provisions of this agreement.

10. General

10.1 These terms and conditions and all modifications and amendments thereto, shall be governed by and construed in accordance with the Laws of the Republic of South Africa.

10.2 In the event of any of these terms and conditions conflicting with any other agreement concluded between the Company and the Client, unless stated to the contrary, the terms and provision of this agreement shall prevail and be of full force and effect.

10.3 No extension of time or any other relaxation or indulgence granted by the Company to the Client shall operate as or be deemed to constitute a waiver by the Company of any of its rights in terms of this agreement, or novation of any of the terms and conditions of this agreement.

- 10.4 The Client warrants that the information which it has inserted into this agreement is true and correct. The Client undertakes to provide the Company with such additional information as necessary when circumstances change, to ensure that the Company is always provided with accurate information concerning the Client.
- 10.5 Should any term of provision of this agreement be found to be unlawful, unenforceable or *contra bona mores*, the parties agree that in so far as it is possible such term or provision shall be removed from the agreement. The balance of the terms and conditions set out herein shall remain valid, binding and of full force and effect upon the parties.
- 10.8 Any change agreed to by the parties to this agreement must be in writing and signed by both parties who shall each retain a copy thereof, such amendment to be delivered to the Client, within 20 (twenty) days of the date upon which the change is agreed to.
- 10.9 The Client shall in terms of Section 97 of the NCA, promptly and in writing inform the company of any change to either its business or residential address and contact numbers.

Thus done and signed at _____ on this the _____ day of _____ 20

Witnesses:

1. _____

2. _____

SIGNATURE OF CLIENT

Thus done and signed at _____ on this the _____ day of _____ 20

Witnesses:

1. _____

2. _____

For and on behalf of Claims Admin
Solutions, duly authorized thereto):