

What happens when there is a damage claim?

FOR THE OWNER

The Owner of the vehicle will have selected one of the two DriverSelect (Pty) Ltd service options when they registered on the DriverSelect (Pty) Ltd platform:

1. DriverSelect
2. DriverSelectPlus

DRIVERSELECT

Where the Owner has selected DriverSelect, they will be responsible for administering all matters such as damage, repair and insurance claims relating to their vehicle, other than securing payment from a Driver who is responsible for covering the cost of such damage.

Once the cost to repair the damage has been determined, either with or without an insurance claim, the Owner must notify DriverSelect (Pty) Ltd of the amount to be paid by the Driver, and DriverSelect (Pty) Ltd will deduct this from:

1. The Driver's deposit
2. The Driver's accrued (but as yet unpaid) Uber earnings
3. Any future Driver Uber earnings (where possible)

Assessing Damage at 3-monthly inspections

A vehicle inspection checklist will have been completed at the start of the rental, and signed by both Owner and Driver. Under the DriverSelect service option, the Driver must deliver the vehicle to an approved DriverSelect (Pty) Ltd location once every three months for a thorough vehicle inspection. DriverSelect (Pty) Ltd staff will be able to compare the condition of the vehicle with the Vehicle Inspection Checklist on handover, and will notify the Owner if there has been damage over and above normal wear and tear.

Where there has been damage that needs repairing, the onus is on the owner to assess the cost of repair, and to determine whether the damage should be subject to an insurance claim.

No insurance claim

Where the damage is minor, the owner must get quotes for the repair, agree these with the Driver, and then send these to DriverSelect (Pty) Ltd so that a deduction from the Driver's deposit or earnings (as above) can be effected and paid across to the Owner. Where the cost of the damage is more than R1,000, it is recommended that the Owner and Driver agree a payment plan for the damage, and then DriverSelect (Pty) Ltd can make the deductions according to this schedule.

Insurance claim

Where the damage is sufficiently large to warrant an insurance claim, it is the responsibility of the Owner to deal with all matters relating to this. **The Owner should have notified the Driver of the insurance policy relating to the vehicle at the start of the Rental, and this should have been noted in the Rental Agreement so that the Driver is aware of his liability.**

Once the insurance claim has been agreed, the Owner must notify DriverSelect (Pty) Ltd so that any insurance excess can be deducted from the Driver's deposit or earnings (as above). Where the cost of

the excess is more than R1,000, it is recommended that the Owner and Driver agree a payment plan for the repayment of the excess, and then DriverSelect (Pty) Ltd can make the deductions according to this schedule.

Assessing damage between inspection periods, or at end of rental

Where the Driver notifies the Owner of damage to a vehicle, or the Owner becomes aware that the vehicle is damaged, the onus is on the Owner to arrange to inspect the vehicle with the Driver at a location to be mutually agreed between them.

At the end of the vehicle rental period, the onus is on the Owner to arrange either for the vehicle to be returned to a DriverSelect (Pty) Ltd approved location, or at a mutually convenient location agreed with the Driver.

The Owner (or DriverSelect (Pty) Ltd staff where an approved DriverSelect (Pty) Ltd location is selected) and Driver will be able to compare the current condition of the vehicle with the Vehicle Inspection Checklist completed on handover, and can therefore identify damage over and above normal wear and tear.

Where there has been damage that needs repairing, the onus is on the Owner to assess the cost of repair, and to determine whether the damage should be subject to an insurance claim. The procedure for repairing the vehicle, and reimbursement of costs are as highlighted above under the **No insurance claim** and **Insurance claim** paragraphs.

Replacement Vehicles

The onus is on the Owner to notify the Driver at the start of the rental period as to whether his insurance covers a courtesy car when the vehicle is off the road for repairs. **Where the Owner's insurance does not include a courtesy car, it is recommended that the Owner and Driver agree an alternative arrangement between them for such eventuality at the time of signing the Rental Agreement.**

DRIVERSELECTPLUS

Where the Owner has selected the DriverSelectPlus service option, DriverSelect (Pty) Ltd will act for the Owner in all matters relating to damage to the vehicle, including insurance claims administration.

Furthermore, all meetings between the Driver and DriverSelect (Pty) Ltd staff (for handover, inspections and return of vehicle) will be held at an approved DriverSelect (Pty) Ltd location, unless DriverSelect (Pty) Ltd staff specifically agree otherwise.

Assessing Damage at 2-weekly inspections

Under the DriverSelectPlus option, the Driver will be obliged to deliver the vehicle to an approved DriverSelect (Pty) Ltd location for a thorough inspection every 2 weeks.

All other policies relating to damage, repair and insurance will be as for the DriverSelect service option above, except that DriverSelect (Pty) Ltd will manage all processes on behalf of the Owner.

FOR THE DRIVER

As per the Rental Agreement between Owner and Driver, the Driver is responsible for all damage to the vehicle where this is not covered by the Owner's insurance policy.

The Driver must therefore be careful to complete the Vehicle Inspection Checklist at the time of handover of the vehicle, and also when the vehicle is returned.

Where damage occurs during the rental period, it is the Driver's responsibility to notify the Owner of such damage immediately, and to arrange to meet the Owner to have this repaired.

Depending on the DriverSelect (Pty) Ltd service option selected by the Owner, the Driver will be obliged to deliver the vehicle to an approved DriverSelect (Pty) Ltd location either once every two weeks or once every three months for a thorough inspection.

Any damage noted at this time, other than wear and tear, must be repaired by the Owner, or be subject to an insurance claim, and the Driver will be liable for the costs of either the repair or the insurance excess, whichever is the lower.

The Owner will notify DriverSelect (Pty) Ltd of any amounts relating to repair or insurance excess that the Driver is liable for, and DriverSelect (Pty) Ltd will deduct these from either:

1. The Driver's deposit
2. The Driver's accrued (but as yet unpaid) Uber earnings
3. Any future Driver Uber earnings (where possible)

Where the amounts are more than R1,000, it is recommended that the Owner and Driver agree a repayment plan between them so that the Driver can continue earning as he repays the cost of the damage or insurance excess.

Where the vehicle needs to be off the road for repair, the Owner's insurance policy should provide for a replacement vehicle for the Driver to use. The Driver should check this provision in the insurance policy with the Owner at the time they rent their vehicle so that they understand how this aspect might affect their Uber Earnings should such a vehicle not be available to them.

Where the Owner has selected the DriverSelectPlus option, DriverSelect (Pty) Ltd staff will act for the Owner in all aspects relating to the management, repair, servicing, inspection and insurance claims for their vehicle, and will also notify the Driver where such inspections, handover or return of vehicle should take place.

At no time does DriverSelect (Pty) Ltd accept any liability for the condition of the vehicle or its roadworthiness, and although DriverSelect (Pty) Ltd may as agent for the Owner in certain circumstances, it is the Owner's ultimate responsibility to ensure that their vehicle is in a roadworthy condition.