

THE SURVEY AGREEMENT IN AUTOMOBILE

Preliminary Article:

The insurance companies which adhere to the present agreement called « Survey » agreement accept unreserved as follows:

First Article:

The consecutive loss assessment of an accident that occurred in Tunisia implying one or several terrestrial motor vehicles submitted to the insurance compulsory in accordance with the Tunisian legislation in force is executed in the following conditions:

Article 2:

The loss assessment of the insured vehicle is effected at the behest of the direct insurer no matter the amount damage.

All orders of the survey mission must precise the appraiser's warranties that are imposed by this agreement. They must include two photocopies of the loss report or of the accident report.

Article 3:

The assessment is required for the damage superior to 50 Dinars.

The insurance companies which adhere to this agreement accept, with warrant, the damage invoice inferior or equal to 50 Dinars.

Article 4:

The insurance companies which adhere to this agreement undertake not to protest against the evaluation of the damage noticed by the appraisers when it does not exceed 1000 Dinars.

Article 5:

Concerning the damage superior to 1000 Dinars, the appraisers appointed by the direct insurer must, at the risk of losing his fees, deliver to the main office of the party at fault insurer either by the scrap yard or by the registered letter with acknowledgment of receipt a preliminary report of damage, according to the model attached to this present agreement, without exceeding ten days starting from the date of the mission order reception.

If the direct insurer aims at exercising a recourse, this procedure is also applied to the surveys done within the context of the vehicle « damage » insurances.

Article 6:

The party at fault insurer, who received the preliminary report of damage and did not see the importance to appoint his own appraiser in a period of five days starting from the date of the reception of the preliminary report of damage, is no longer able to protest against the evaluation of the damage noticed by the appraiser who is mandated by the direct insurer.

Article 7:

In case of appointment of a second appraiser by the party at fault insurer, the appraisers set a common agreement and then establish only one report. Each party needs the fees of the appraiser mandated.

In case of disagreement, each appraiser sets a report. A third arbitrator is appointed by the two insurers. The conclusions of the third appraiser are contradictory to the interested companies. His fees are supported by half.

Article 8:

In case of non-compliance with the appraiser relating to the provisions of the article 5, the party at fault insurer is able to, within a fortnight after the reception of the justificative papers of the claimant, proceed to a re-survey for the damage superior to 1000 Dinars.

This re-survey will have a contradictory feature (in the presence of the insured persons, of the insurers, and of the appraiser of the initial report who are regularly convoked) and will also be finished in a maximum period of one month starting from the expiry date that is provided in the first indentation of the present article. Then the appraiser will deliver his report to the concerned insurers with the scrap yard.

Article 9:

The survey report must be delivered to the principal insurer with the scrap yard in a period of 10 days from the date of the delivery invoices to the Appraiser with the scrap yard.

Without exceeding 45 days from the date of the mission order reception, the appraiser has to inform in writing and with the scrap yard his principal reasons that could postpone the enclosure of his mission.

At the end of 75 days from the date of the mission order reception, the appraiser will draw up an insolvency report.

Article 10:

The survey report or the re-survey has to include all the elements in order to inform the insurer on:

- 1- **The identification of the damage:**
 - File number or insurance contract number
 - Date of the damage

- **Identities of the Insured and of the Third Party**
- **Mission date**

2- The characteristics of the examined vehicle:

- **Registration number of the vehicle**
- **Make and type**
- **Colour**
- **Date of the 1st time putting into circulation**
- **Chassis number and engine number**
- **Kilometric Index**
- **Usury state of tyres**
- **General Condition**
- **Full value ***
- **Cash value**
- **Value for non cleared or partially cleared vehicles**

*** In case of the vehicle “damage” insurance.**

3- The survey operations:

- **Place of survey**
- **Inspection Date**
- **Exam period of the vehicle (before, during and after repairs) with attached pictures**
- **Shock point**
- **Length of repair**
- **Cost of labour**
- **Details and supply, if required, the use of the wear and tear rate**
- **Specify whether that agreement is taken into consideration with the repairer**
- **Point out the considered damage as non consecutive to the accident**
- **Point out the relationship between the loss concerned and the circumstances mentioned on the loss or accident reports.**

Article 11:

Any survey reports must be necessary provided by a photography that shows the shock point in relation with the accident as well as with the registration number of the examined vehicle.

Article 12:

The « Survey » commission of the FTUSA has the function to follow the application condition of this agreement, to watch over the respect of its provisions, and to study and present to the Management Committee any modifications in order to improve the use of the agreement.

The « Survey » commission is called to examine and express its opinions to the Management Committee on any complaints expressed by a member company against an appraiser having violated the legislation or the regulation in force and when breaking his duties that are imposed to him according to the provisions of this agreement.

The commission has to listen to the appraiser about the object of the procedure that is mentioned in the second indentation of the present article and the representative of the appraiser professional associations.

Article 13:

The disagreements rising among the member companies are submitted to the conciliation commission.

Article 14:

The provisions of the present agreement are applied to the claims that occurred since January 1st, 1994 whereas those occurred before stay submitted to the provisions of the previous agreement.

Tunis, December 17th, 1993

Endorsement n° 2 Modifying the “Survey Agreement in Automobile”.

Preliminary Article:

The insurance companies which adhere to the present agreement called “Survey Agreement in Automobile” accept unreserved as follows:

First Article:

The articles 4, 5 (paragraph 1), 7, 8 (paragraph 1) and 10 of the “Survey Agreement in Automobile” are repealed and replaced by the following articles:

Article 4 (new) :

The insurance companies which adhere to this agreement undertake not to protest against the evaluation of the damage noticed by the appraisers when it does not exceed 2000 Dinars.

Article 5 (paragraph 1 new) :

Concerning the damage superior to 2000 Dinars, the appraiser appointed by the direct insurer must, at the risk of losing his fees, deliver to the main office of the party at fault insurer either by the scrap yard or by the registered letter with acknowledgment of receipt a preliminary report of damage, according to the model attached to this agreement, without exceeding ten days starting from the date of the mission order reception.

Article 7 (new) :

In case of appointment of a second appraiser by the party at fault insurer, this second appraiser must inform the appraiser of the direct insurer about his appointment.

The two appraisers set a common agreement and then establish only one report. Each party needs the fees of the mandated appraiser.

In case of disagreement, each appraiser sets a report. A third arbitrator is appointed by the two insurers, the conclusions of the third appraiser are contradictory to the interested companies. His fees are supported by half.

The warranties of the first appraiser that are imposed by this agreement and principally by those of the article 5 are imperative to the second and third appraiser.

Article 8 (paragraph 1 new) :

In case of non-compliance with the appraiser relating to the provisions of the article 5, the party at fault insurer is able to, within a fortnight after the reception of the justificative papers of the claimant, proceed to a re-survey for the damage superior to 2000 Dinars.

Article 10 (new) :

The survey report must be in accordance with the two models attached to this agreement.

The pictures after repair are only required for the damage superior to 2000 Dinars.

Article 2:

The provisions of the present endorsement are applied to the claims that occurred since June 1st, 1999 whereas those occurred before stay submitted to the previous provisions.

The Survey Report

First Name and Last Name:
 Appraiser: Appraiser's Reference:.....
 Address: Mission Date: / /
 Tel : Fax :


AGENCY CONTRACT : ACCIDENT DATE: / /

INSURED : THIRD PARTY:
 REGISTRATION NUMBER: THIRD PARTY VEH. :
 CONTRACT: CONT : FILE :
 FILE NUMBER: OPPOSING COMPANY:

EXAM DATE: / / SURVEY VEH.:

PLACE :
 OBSERVATION: nota 1

MAKE : NATURE : CHASSIS N°:
 TYPE : COLOUR : 1st DATE P.C :
 POWER : ROADWORTHY : CIRCUMSTANCE : nota 2 :
 K. INDEX: IMMOB. : FV : CV :

AGREEMENT WITH :	PLANNING WORKS (subject to guarantees and liabilities)			
SHOCK POINT	SUPPLY DESCRIPTIONS	AMOUNT	V%	COST OF LABOUR
FRONT  BEHIND ENCLOSURES				Panels Mecanic Electricity Tapestry Paneling Painting TOTAL C.L. TOTAL SUPPLIES TOTAL GL Ded. Wear and Tear Total Net Tunis : Appraiser FIRST NAME AND LAST NAME
NATURE OF SHOCK AND DAMAGE				

Nota 1: Expressing opinions about the relations between the declared circumstances and the noticed damage.
Nota 2: Survey made before, during, and after repairs (1, 2 or the 3).

The Survey Report

First Name and Last Name:

Appraiser:

Address:

Tel: Fax:

Appraiser's Reference:.....

Mission Date: / /

AGENCY CONTRACT:

ACCIDENT DATE: / /

INSURED :
REGISTRATION NUMBER:
CONTRACT :
FILE NUMBER:

THIRD PARTY :
THIRD PARTY VEH. :
CONT : FILE :
OPPOSING COMPANY:

EXAM DATE: / /

SURVEY VEH.:

PLACE:

OBSERVATION: *Nota 1*

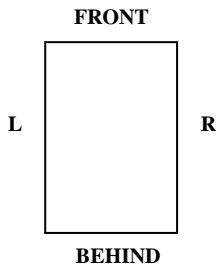
MAKE :
TYPE :
POWER :
K. INDEX:

NATURE :
COLOUR:
ROADWORTHY:
IMMOB. :

CHASSIS N°:
1st DATE P.C :
CIRCUMSTANCE : *Nota 2* :
FV : CV :

SHOCK POINTS

NATURE OF SHOCK AND DAMAGE



APPRAISAL OF REPAIR EXPENSES

SUPPLIES

DESCRIPTION

AMOUNT

WEAR AND TEAR

- .
- .
- .
- .
- .
- .
- .
- .
- .

COST OF LABOUR

Panels.....
Mecanic.....
Electricity.....
Tapestry
Paneling.....
Painting.....

.....
Total C. L.

RECAPITULATION

TOTAL SUPPLIES :
TOTAL COST OF LABOUR :
TOTAL GENERAL :
DEDUCTION. WEAR AND TEAR :
TOTAL NET :

Decision taken by:

Enclosures:

Immobilization: days

We can establish in witness whereof the present rapport

Fixed sum :

Tunis :

Appraiser :

First Name and Last Name

Nota 1: Expressing opinions about the relations between the declared circumstances and the noticed damage.

Nota 2: Survey made before, during, and after repairs (1, 2 or the 3).

PRELIMINARY REPORT OF HIGH DAMAGE (IDA CEILING)

(Article 5 of the Survey Agreement in Automobile)

APPRAISER:

Principal Company:
Contract N°:
Insured:
Examined vehicle number:
.....
Make and Type:
Cash value of the vehicle:

Company of the Third Party at fault:
Contract N°:
Insured:
Vehicle Number:
Make and Type:

ACCIDENT DATE:

Mission Date:
Inspection Date:
Place of Survey:

OBSERVATIONS

- description of the visible damage
.....
.....
- Relation between the circumstances mentioned on the loss or accident reports of the noticed damage
.....
.....
.....
- Estimated cost of repairs
- One or two pictures

Done in On.....

Sign and seal of the appraiser

N.B. –One copy of this « Preliminary report of damage» with one photocopy of the loss report or of the accident report must be sent either by registered letter with acknowledgement of receipt or delivered by the scrap yard to the party at fault insurer within ten days starting from the date of the mission order reception.

-This document is entirely official and does not take the liability of the appraiser. Hence only the final report is taken into consideration.

**Insurance Companies
Automobile Claim Services**

..... On

Mister

Address

Tel

N.R.

SURVEY MISSION ORDER

Dear Sir,

We kindly entrust you the survey mission of our insurer vehicle in the aftermath of the accident that occurred on

In addition to the information that is indicated on the loss report (or on the accident report) with two enclosure copies, we add you the details relating to the insured and his vehicle as follows:

-Address Tel

-Nature of guarantees:

- | | | | |
|--------------------------|---------------------------|--------------------------|----------------|
| <input type="checkbox"/> | L.L. and Legal Protection | <input type="checkbox"/> | Vehicle damage |
| <input type="checkbox"/> | Theft | <input type="checkbox"/> | Fire |

-Registration number of the vehicle

-Colour of the vehicle.....

-Place of the repair of the vehicle
.....

Finally, we kindly ask you to meet the appraiser's warranties that are provided by the Survey Agreement in Automobile and also mentioned on the back cover of the present mission order.

Yours sincerely,

NB : L.L. : Legal Liability