THE OMBUDSMAN’S BRIEFCASE

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FROM THE EDITOR’S DESK

In recent years OSTI has seen an increase in motor vehicle claims rejected on the basis of a breach of what is referred to as the reasonable precaution clause.

In this issue we look at case studies involving two such claims to give insight into how OSTI approached these matters.

We also look at how OSTI dealt with claims for business interruption as a result of COVID-19.

WELCOMING OSTI’S NEW TEAM MEMBERS

We are pleased to welcome two more members to OSTI this year. Cynthia Maremane and Amukelani Maringa join the OSTI team as administrative interns.

Cynthia Maremane has a diploma in media and journalism from the Rosebank College and a certificate in office management from the UNISA. She enjoys going to the gym and taking part in outdoor activities.

Amukelani Maringa has a BA PMG from the University of Johannesburg. He previously worked for Johannesburg Water Project as a community liaison officer. He is passionate about cooking and enjoys listening to jazz music, drinking red wine, and reading.
LAUNCH OF THE ANNUAL REPORT FOR 2020


Here are a few of OSTI’s statistics for 2020:

• 11 095 formal complaints were registered, 786 of which were COVID-19-related complaints.
• 10 805 complaints were closed:
  o 69% were closed within 6 months, and
  o 54% were closed within 4 months.
• 136 days average turnaround time.
• R119 548 901.55 value of the benefit to consumers.

Senior Assistant Ombudsman and Head of Department for Customer Experience and Public Relations, Ayanda Mazwi, discussed some of the trends that arose from the complaints that OSTI closed in 2020. An extract from her report reads as follows:

“Motor vehicle insurance disputes

At 73%, accident-related claims remained the highest number of complaints considered by OSTI in this category. Warranty and mechanical breakdown claims comprised 11%. Theft and hijack claims comprised 7%.

In OSTI’s 2018 and 2019 Annual Reports, we pointed to a downward trend (15% and 13% respectively when compared to the previous years) in the number of complaints relating to accident claims rejected by an insurer on the ground that the incident driver was under the influence of alcohol (DUI). This is attributed to several factors. The statistics in 2020 show a further 12% decline when compared to 2019.

On the other hand, the predominance of claims rejected on what is referred to as the reasonable precautions clause is now apparent. The number of complaints relating to motor vehicle claims rejected on the basis of this clause increased substantially. In 2018 these types of complaints increased by 48% when compared to 2017. OSTI considered close to 300 complaints on the issue and this number has remained more or less constant in 2020.

The reasonable precautions clause is a general exclusion to cover contained in most vehicle insurance policies. It refers to the insured’s obligation to exercise due care concerning the insured vehicle and to prevent loss. Essentially, the clause excludes the insurer’s liability for a claim arising from loss or damage caused by the insured’s own actions. In many of the matters that we considered in 2020, the insurer’s decision...
to decline liability was based on allegations that the insured was driving over the regulated speed limit.

In previous years, some insurers relied on insufficient circumstantial evidence to justify rejections based on DUI, in which case OSTI would overturn the insurers’ decisions. The upward trend in insurers relying on the reasonable precaution’s clause, we believe, may have, in some measure, been influenced by this. We say this because when we review the merits of such a dispute, there is frequent mention of a suspicion that the incident driver was under the influence of alcohol, however, the assessment of the claim by the insurer may not have yielded sufficient evidence to sustain a rejection on this ground.

Having said this, the insurers’ reliance on the reasonable precaution’s clause has, in some cases, been incorrectly applied and/or unsubstantiated. In adjudicating these matters, OSTI has adopted the courts’ approach. It generally recognises that the clause must be restrictively construed to ensure that it does not undermine the very purpose of having a policy of insurance, which is to cover an insured’s negligence. An insurer may only successfully rely on the clause if it can prove that a driver acted recklessly, in a specific legal sense. Speed alone, for instance, does not amount to recklessness. Therefore, a claim cannot be invalidated by the insurer if it is, at best, established that the insured drove negligently at the time of the collision.

In 2020, 16% of the total number of motor vehicle disputes were resolved in favour of the insureds, and OSTI put R48 908 741.25 back into their pockets.”

“Commercial insurance disputes

The total number of commercial complaints considered by OSTI in 2020 surged by 62% when compared to 2019. Motor vehicle complaints comprised 21%. This was a 12% decline when compared to 2019. Building complaints also declined from 23% in 2019 to 18% in 2020. In our 2019 Annual Report we predicted an increase in complaints related to COVID-19, particularly around business disruption and travel. In 2020, 22% of commercial insurance complaints related to business interruption claims. The majority of these, 15%, concerned COVID-19-related business interruption.

Some of these complaints were submitted in circumstances where insurers had endorsed the business interruption cover to exclude claims related, directly or indirectly, to the COVID-19 pandemic or nationwide lockdown. Where the insureds enjoyed the extended business interruption cover for infectious/contagious diseases, the issue was mainly whether the
direct cause of the business interruption was the government-imposed lockdown or COVID-19.

Legal certainty on the question of causation was sought and received widespread media attention during 2020. This issue was ultimately decided on by our courts. The outcome of COVID-19-related business interruption claims submitted in 2020 is now being considered by insurers based on the court decisions. 16% of commercial insurance disputes were resolved in favour of the insureds’ complaint and OSTI recovered R38 909 691.15. These figures do not reflect the outcome of the business interruption complaints as the relevant court judgment was only handed down in December 2020. Most of these claims are only being processed in 2021.

“‘Other’ and non-claim-related policy disputes

The remaining complaints relate to various types of insurance cover and products including personal accident, water loss, travel, all risks, mobile devices, legal expenses, hospital and medical gap cover. This category, overall, comprised 25% of the formal complaints considered by OSTI in 2020. Disputes relating to mobile device theft and accidental damage were the highest in this category, at 30%. COVID-19-related travel insurance disputes comprised 7% of all these disputes. 29% of the total complaints in this category were resolved in favour of the insureds’ complaint and OSTI recovered R12 245 301.72.”
THE INSURER FAILS TO PROVE THAT RECKLESSNESS CAUSED THE ACCIDENT

Claim rejected

The insured motor vehicle was damaged when it collided with the rear of another motor vehicle, at the time driven by the insured.

The insurer rejected the insured’s claim for the damage to the vehicle on the basis that a policy condition requiring the insured to exercise due care had been violated.

It was submitted by the insurer that, by driving at a high speed, the insured had not taken reasonable care and precaution to prevent or minimise the loss.

The applicable clause in the policy states: “In order to have continuous cover and a valid claim (the insured) must use all reasonable care and take all reasonable steps, with the same degree of carefulness which can be expected from the reasonable man on the street, to prevent or minimise loss, damage, injury or liability.”

The insurer’s response

The insurer contended that the insured was reckless in his conduct and had failed to uphold the duty of care imposed on him by the contract.

By travelling at a speed of approximately 173km/h, said the insurer, the insured had disregarded the rules of the road and had been reckless, which resulted in the accident taking place. The insurer also stated that, had the insured been travelling at the speed limit of 120km/h or less, he would have been able to minimise the extent of the damage.

OSTI’S finding

OSTI said that the policy condition of due care does not preclude a claim by the insured even if he drove negligently at the time of the collision. The insurer can only rely on the reasonable precaution clause to avoid a claim if the accident being unavoidable. He said that the accident was caused by the third party’s recklessness.

The insured further submitted that there was no proof that, had he been travelling within the speed limit, the accident would have been avoided.
the insured was guilty of reckless driving in the legal sense, in other words, if he deliberately or intentionally caused the collision.

OSTI cited *Gordon and Getz on the South African Law of Insurance* (third edition) regarding negligence in the context of insurance law. Gordon and Getz state that “The words ‘shall take all reasonable steps to safeguard from loss or damage’ do not impose on the insured the duty to drive with reasonable care.”

OSTI, relying on case law, said that the question to be determined is whether the insurer proved, on a balance of probabilities, that the insured was reckless in relation to the collision, in other words, whether the insured “recognised the dangers to which he was exposed; and, if so, whether he deliberately courted them by taking measures which were inadequate to avert them, or about the adequacy of which he simply did not care” (*Nathan NO v Ocean Accident & Guarantee Corp Ltd* 1959 (1) SA 65 (N) at 211).

While it may be construed that any person who drives a motor vehicle on a public road at night at a speed of 173 km/h is “reckless”, that does not mean that the insured was reckless for the purpose of the policy condition pertaining to due care.

OSTI said that there was no evidence to support the insurer’s argument that, if the collision had taken place when the motor vehicle was travelling at 110 km/h, then the damage to the vehicle would have been extensively less and it would have been economically feasible to repair it, as opposed to having to write off the vehicle. The policy condition of due care does not preclude a successful claim for damage caused by the insured’s negligence. However, the insurer is not liable for damage which results from the insured’s reckless conduct. The policy contains an express exclusion of the insurer’s liability for “loss or damage caused intentionally by” the insured.

OSTI said the condition of due care would also not preclude a successful claim if, for example, the insured motor vehicle was driven at an illegal speed of 125 km/h at the time of the collision and expert evidence proved that, had it been driven at 120 km/h, less damage would have resulted from the impact.

The insured’s version of the sudden and unexpected manner in which the other motor vehicle changed lanes and drove into his vehicle’s path of travel remained unchallenged by the insurer.

The insurer failed to prove that the insured in fact foresaw that the other motor vehicle would suddenly move into his vehicle’s path of travel and that the insured recklessly reconciled himself with this.

OSTI overturned the insurer’s decision to decline the claim and the insurer proceeded to settle the claim.
Claim rejected

The insured submitted a claim for a motor vehicle accident which occurred whilst his cousin was driving the insured vehicle.

The insured stated that he was visiting his family for Christmas. His fiancé received a call from the tracking company advising that the insured vehicle was moving. Shortly thereafter the incident driver arrived back at the family home and informed the insured that he had been involved in an accident with the insured vehicle.

The incident driver said that, while he was driving, a third party drove past him at a high speed. He became afraid and veered to the right and lost control over the vehicle. Following the incident, he drove back to the family gathering and informed the insured that he had not have the insured’s permission to drive the insured vehicle.

An accident reconstruction expert calculated that the insured vehicle was travelling at a speed of 139 km/h on a road with a maximum speed limit of 60 km/h when the accident occurred and surmised that excessive speed was a major contributory factor to the collision.

The insurer obtained a copy of the vehicle’s tracking report which showed that the vehicle was travelling at speeds of 122km/h at 22:27:06 and 132km/h at 22:27:07 when the accident was detected.

The insurer rejected the claim on the basis of the following policy provisions:

11. WHAT YOUR VEHICLE COVER EXCLUDES:

11.1 The Insurer does not compensate under this Policy Section for claims for any of the below points.

r) Loss or damage to your Vehicle, or if you are held Liable for another person’s loss, damage, accidental death or bodily injury, when a person that you know such as a friend, visitor, visiting relative or family member residing with you, used your Vehicle with or without your consent and failed to adhere to the terms and conditions of this policy.

u) Loss of damage caused by materially exceeding national and local speed limits.

4. YOUR RESPONSIBILITIES

4.5 You need to take all reasonable precautions to prevent loss or damage, Liability, bodily injury and accidents.
GROSS NEGLIGENCE

15.18 The Insurer does not compensate for loss, damage or liability caused by your gross negligence.

The insured’s challenge of the rejection of the claim

The insured took offence to correspondence from the insurer where it mentioned that the insured was “visiting family for Christmas celebrations”. He said that he did not agree with the term “celebrations” as this implied “entertainment”, from which “negligence” can flow, which can lead to an accident occurring.

He said that, since the claim was rejected on the basis of “negligence”, the term “celebrations” would infer his awareness of the potential of an accident occurring.

The insured said that he took actions before and after the accident which the insurer did not mention in its response, such as the fact that, after it came to his knowledge that his vehicle had been stolen and involved in a collision, he visited the accident scene.

The insured said that he could not pre-empt the theft of his vehicle and, therefore, take preventive measures. He said that he had no control over the incident driver’s mind, behaviour or the speed he travelled.

The insured denied that there had been gross negligence on his part. He said that he did not keep the vehicle’s key on his person as it would have fallen out of his gym shorts. He had, therefore, left the key on a shelf in the kitchen.

The insured argued that he did not surrender his vehicle and was forced to take responsibility for what happened because he was related to the incident driver. He stated further that this was the first time that the incident driver had driven his vehicle and he drove it without his consent.

The insurer’s response

The insurer said the incident driver was a relative of the insured and, as such, it did not matter whether consent was given. In any event, said the insurer, where an incident driver fails to adhere to the terms and conditions of the policy, the claim will be rejected.

The insurer reaffirmed that a person who is in possession of the insured vehicle is treated as an insured and is bound by the terms and conditions of the policy.

OSTI’S finding

OSTI said that the drafter’s intention with regard to clause 11.1(r) appears to have been to close a loophole which would allow an insured to avoid the consequences of a breach of the policy conditions by a person who drove the insured vehicle without his/her consent.

The incident driver was the insured’s cousin. The insured and incident driver confirmed that the vehicle was driven without the insured’s consent. The insurer could, therefore, rely on clause 11.1(r) to substantiate its rejection of the claim.

OSTI considered the following factors in determining whether the speed at which the
insured vehicle was driven at the time of the collision materially exceeded the prescribed speed limit, as envisaged in clause 11.1(u): the prevailing weather conditions, the road surface, the presence of other relevant traffic signs, the density of the traffic, the vehicle’s condition, braking system, safety features, etc.

OSTI said that the insurer had proven that, had it not been for the speed at which the insured vehicle travelled, the collision would not have taken place. The most plausible inference to be drawn from the available information was that the driver lost control over the insured vehicle as a result of the speed at which he drove. The insurer proved the breach of clause 11.1(u) on a balance of probabilities, which entitled it to repudiate liability for the claim.

OSTI considered the remaining two provisions on which the insurer relied to reject the claim.

Clause 15.18 excludes liability for loss, damage or liability caused by gross negligence. In Gordon and Getz on the South African Law of Insurance (third edition) it is stated: “Recklessness as a separate concept is thus unknown in our law. It does constitute one of the requirements for the existence of dolus eventualis, but failing the conduct being classified as dolus eventualis, the only other category in terms of which the conduct can be classified is culpa (negligence). Recklessness is used in connection with statutory offences such as ‘the crime of reckless driving’, but even in this case the offence penalizes different degrees of negligent driving which can range from mere negligence to gross negligence (i.e., recklessness).”

In Government of the Republic of South Africa (Department of Industries) v Fibre Spinners & Weavers (Pty) Ltd 1977 (2) SA 324 (D + CLD) Didcott J said:

At 335 D – E:

“Gross negligence is not, of course, an exact concept lending itself to a neat and universally apt definition.”

At 338 A – D:

“Subject to one limitation, a person may effectively insure against the consequences of his own conduct, even if it is culpable. He may be indemnified, for instance against loss or damage resulting from his own negligence, gross negligence or recklessness... The limitation to which I have referred applies to a wilful or deliberate act bringing about the risk, especially but not only when it is a crime. An insured who perpetrates such an act is not entitled to indemnification against its consequences...”

OSTI found that, based on the particular circumstances of this incident, the insurer had proven recklessness and, therefore, the insurer was entitled not to provide indemnity for the damage to the insured vehicle.

OSTI said that clause 4.5 does not preclude a claim by the insured even if the driver drove negligently at the time of the collision.

The insurer can only rely on the reasonable precaution condition to avoid the claim by the insured if it proves on a balance of probabilities that the driver was guilty of reckless driving in the legal sense, namely that he deliberately or
intentionally caused the collision.

For the alleged breach of clause 4.5, the insurer relied only on the speed at which the driver drove at the time of the collision. The issue for determination was, therefore, whether that speed established recklessness.

To answer the question, the driver’s state of mind at the time of the collision must be considered. As there was no direct evidence of what went on in the driver’s mind shortly before the collision, OSTI resorted to inferential reasoning, in the manner envisaged in S v Beukes en ‘n Ander 1983 (1) SA 511 and Nicolaisen v Permanente Lewensversekeringsmaatskappy Bpk 1976 (3) SA 705 (CPD) where the courts looked at the facts and whether, objectively speaking, it was inevitable that a certain consequence or certain consequences would follow from those facts, and whether the insured persevered in his course of action regardless of that consequence.

After considering the facts, OSTI found that the probabilities favoured the conclusion that it was an irresistible inference that the driver foresaw that which existed as a reasonably foreseeable result, namely the loss of control over the vehicle as a consequence of travelling at a speed of more than double the prescribed speed limit. From the driver’s persistence in continuing to drive at that speed, the logical inference is that he reconciled himself with that consequence. From these inferences, it followed that the driver acted recklessly.

OSTI concluded that the insurer discharged the onus of proving recklessness on the part of the driver in relation to the loss, and that the loss was therefore not covered by the policy.
CASE STUDY 3

RESTAURANT CLAIMS FOR BUSINESS INTERRUPTION AS A RESULT OF COVID-19

Claim rejected

A claim by a restaurant for loss of business during the COVID-19 lockdown between March and June 2020 was rejected by the insurer on the basis that there was no material/physical damage to the insured property that had caused the interruption to the insured's business.

While the Consequential Loss Section of the policy provided for cover for loss resulting in the interruption of the business as a result of a notifiable disease, the insurer maintained that COVID-19 had not been notified to any local authority.

The insured's challenge of the rejection of the claim

The insured claimed that it was forced to close the restaurant because of a COVID-19 case within a 50-kilometre radius of the business.

The restaurant suffered huge financial losses due to the cancellation of bookings and a decrease in turnover.

The insured could not understand why it was paying a premium for the loss of income and the insurer had been so quick to reject the claim.

The insurer's response

The insurer said that under the “Defined events” clause of the Consequential Loss Section of the policy, indemnity is conditional on there being material/physical damage to the insured property that causes interruption to the insured’s business.

The material/physical damage must have been as a result of a listed peril in the “Defined events” clause.

There was no material/physical damage caused to the insured property.

However, the Consequential Loss Section has a standalone extension, which provides cover for loss resulting in the interruption of a business as a result of a notifiable disease occurring within a radius of 50 kilometres of the premises:
“Notifiable Disease

“Loss as insured by this Section resulting in interruption of the business as a result of:
(d) Notifiable disease occurring within a radius of 50 kilometres of the premises stated in the schedule.”

Under the extension, a notifiable disease is an illness sustained by a person resulting from a human infectious or a human contagious disease, an outbreak of which the competent local authority has stipulated will be notified to it.

The insurer said that, at the time of the claim, no local authority had stipulated that COVID-19 be notified to it. Also, said the insurer, a local event would exclude a National State of Disaster or the National Lockdown as the proximate cause of the loss.

The extension requires that the loss suffered must be causally connected to a notifiable disease occurring within a radius of 50 kilometres of the insured property.

An analysis of the daily turnover figures of the insured’s business by loss adjusters established that, from the date of the announcement of the National State of Disaster by President Ramaphosa on 15 March 2020, there had been a significant decrease in the business’ turnover.

The insurer concluded that the dominant cause of the interruption to the insured’s business was not a disease occurring within a 50 kilometre radius of the insured property and it was therefore entitled to reject the claim.

OSTI’s findings

OSTI did not agree with the insurer’s stance.

While OSTI agreed that there was no physical damage to the business premises, the insured provided evidence that there were confirmed cases of COVID-19 at a school within a 50 kilometre radius of the insured’s premises. Even though the cases may have been after the insured stopped trading, it still satisfied the distance requirement and business had been interrupted due to a notifiable disease.

OSTI said that the business was interrupted due to the lockdown imposed by the government in response to COVID-19. But for Covid-19, business would not have been interrupted and therefore the factual causation requirement had been met.

In determining whether there was legal causation, the following factors needed to be considered: the absence/presence of a novus actus interveniens (a new and intervening cause), legal policy, reasonableness, fairness and justice, whether the harm was too remote from the conduct or whether, it was fair, reasonable and just that the insurer be burdened by liability.

OSTI referred to the judgment of Cafe Chameleon CC v Guardrisk Insurance Company Ltd 2020 JDR 1376 (WCC) and the UK High Court decision in a test case brought by the Financial Conduct Authority (FCA) in the UK, where it ruled that the Covid-19 pandemic and the government and public response to it were a single cause of covered loss required for
claims for which the policy provides cover. Even though the court's decision on the Café Chameleon matter was taken on appeal, OSTI was satisfied that the test for causation was applied correctly. Accordingly, OSTI was of the view that cover was triggered in terms of the above provision.

OSTI recommended that the insured's claim be settled in full.

The insurer's response to OSTI's recommendation

The insurer disagreed with OSTI's recommendation and raised the fact that there were court cases relating to COVID-19 business interruption claims that were on appeal, such as the Café Chameleon case and the UK FCA case. Therefore, argued the insurer, the issues of factual and legal causation were far from clear.

Since the issue was complex and there was uncertainty in the law, the insurer requested OSTI to delay making a finding until such time as the courts had ruled finally on the interpretation of the extension.

OSTI agreed that the outcome of the court cases would provide legal certainty on the issue of causation which would affect the outcome of the complaint with OSTI. The complaint was pended until judgment was handed down in the court cases.

In light of OSTI's recommendation and the Supreme Court of Appeal's judgment in the case of Guardrisk Insurance Co Ltd v Café Chameleon CC 2021 (2) SA 323 (SCA), the insurer accepted liability for the claim.
CLAIM FOR COVID-19 BUSINESS INTERRUPTION REJECTED AS NO INSURED PERIL OPERATED

Claim rejected

The insured, a conference and training facility, submitted a business interruption claim to its insurer after it received a large number of requests to cancel bookings due to the COVID-19 pandemic.

The insurer rejected the claim on the grounds that the business was not interrupted as a result of damage to the insured property caused by one of the insured events covered by the policy, but rather due to the government regulations with regard to COVID-19. As COVID-19 was not an insured peril listed under the Fire Section of the policy, the interruption of the insured's business was not considered by the insurer as “damage” for purposes of the Business Interruption Section.

The policy states:

“Business Interruption

Defined Events

Loss following interruption of or interference with the business in consequence of damage occurring during the period of insurance at the premises in respect of which payment has been made or liability admitted under:

(i) the fire section of this policy
(ii) the buildings combined section of this policy
(iii) the office contents section of this policy
(iv) any other material damage insurance covering the interest of the insured but only in respect of perils insured under the fire section hereof (hereinafter termed Damage).

Liability shall be deemed to have been admitted if such payment is precluded solely because the insured is required to bear the first portion of the loss.

The company will indemnify the insured in accordance with the provisions of the specification hereinafter set out.”

The insured's challenge of the rejection of the claim

The insured submitted that, due to the nature of its business, the insured was forced to shut down and suffered losses. The business interruption clause should cover the insured under such circumstances.

The insurer’s response

The insurer submitted that the business interruption section of the policy would only
respond in the event that one of the defined events under the fire section operated. There was no “damage” at the insured’s premises (i.e., there was no operation of an insured peril) and as a result, the business interruption section could not respond.

Osti’s findings

OSTI said that the policy was a peril-based policy and it was a requirement that there must be physical damage to the property, as a result of one of the perils noted in the policy, and that this damage must lead to the business interruption. On the facts, the loss did not arise from an insured peril. Business interruption caused by COVID-19 did not fall within any of the insured perils in the policy. OSTI therefore upheld the insurer’s rejection of the claim.
In recent years OSTI has seen an increase in motor vehicle claims rejected on the basis of a breach of what is referred to as the reasonable precaution clause. In this issue we look at case studies involving two such claims to give insight into how OSTI approached these matters. We also look at how OSTI dealt with claims for business interruption as a result of COVID-19.

Kids Haven cares for children in need and provides them with shelter, protection, education, training and therapy. OSTI wanted to contribute by spreading a little cheer and warmth to the children at Kids Haven by providing them with 92 new duvet sets. It was heart-warming to learn that the children were so excited that they immediately made their beds in order to send us photographs of their new duvets.
CONSUMER TIPS
01 Generally, an insurer is not under an obligation to inspect a property before an insurance policy is taken out on the property.

02 When applying for a home loan, the bank may assess the property to establish whether the property is of sufficient value to act as security for the loan. The evaluator does not inspect the property for insurance purposes. In other words, the evaluator does not inspect the property to determine if it is free from defects.

03 It is the insured’s responsibility to ensure that the property is maintained and structurally sound.

04 Depending on the type of construction and the location of your property, the insurer may require additional security measures or fire safety measures to be put in place for the property to be insured.

05 With motor vehicle insurance, the insurer may require an inspection certificate and/or a tracking device to be installed in order for cover to commence.

06 Check that you have complied with your obligations to avoid being caught off-guard at claims stage.
WHAT DOES OSTI DO?

Our Mission

To resolve short-term insurance complaints fairly, efficiently and impartially.

We resolve disputes between consumers and short-term insurers:

• as transparently as possible, taking into account our obligations of confidentiality and privacy;
• with minimum formality and technicality;
• in a cooperative, efficient and fair manner.

We are wholly independent and do not answer to insurers, consumer bodies or the Regulator.

WHAT TO DO IF YOU HAVE A COMPLAINT?

Before contacting our Office, we would advise you to complain to your insurance company first. It is best to complain in writing. Make sure that you keep copies of all correspondence between you and your insurer.

If you are not happy with your insurer’s approach, you can complete our complaint form and send it back to us either by post, fax or email.

You can also lodge a complaint online, please visit our website and click on “Lodge a Complaint” and follow the easy prompts.

If you would like to lodge a complaint or require assistance, please contact our office by calling 011 726 8900 or our share-call number on 0860 726 890 or download our complaint form via our website at www.osti.co.za, click on Lodge a Complaint and then follow the prompts.

If you would like to be added to our mailing list, please contact us on:

Telephone number: 011 726 8900
Share-call number: 0860 726 890
Fax number: 011 7265501
Email address: info@osti.co.za
Website address: www.osti.co.za