MARSH

November 2020 (Version 1.7)

PUBLIC WORKS AUTHORITY ("ASHGHAL")



OWNER CONTROLLED INSURANCE PROGRAMME FACILITY – CLAIMS PROCEDURE

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SR	AMENDMENT DATE	VERSION REFERENCE	AMENDMENTS
1	22.1.2018	AET.1.3	- REFERENCE TO PARAGRAPH 3.5 UNDER SECTION 3.6.3 NOW CORRECTED TO READ 3.7. - APENDIX A IS SEPARATELY ATTACHED FOR SIZE REASON
2	11.2.2018	MQ/AET.1.4	- 1.3 KEY CONTACTS- DESCRIPTION ADDED - 2 KEY CONTACTS - MARSH REPRESENTAIVES UPDATED - 3.8 POST NOTIFICATION COMMUNICATIONS ADDED - FORMERLY SECTION 3.8 CLAIMS SETTLEMENT PROCESS AMENDED TO 3.9 - MINOR FORMATTING CHANGES RESULTING IN CHANGES TO PAGE NUMBERS - CONTENTS PAGE SUITABLY UPDATED
3	08.01.2019	MQ/KG.1.5	- CLAUSE 2 KEY CONTACTS IS UPDATED TO INTRODUCE THE NEW PUBLIC WORKS AUTHORITY REPRESENTATIVE BEING MR. KEVIN GILFORD

4.	**7.11.2019**	**1.6**	**- 1.3 KEY CONTACTS- CUNNINGHAM CHANGED TO SEDGWICK QA LLC** **- 2 KEY CONTACTS – SEDGWICK REPRESENTATIVES UPDATED** **- 3.3 SEDGWICK NAME UPDATED AND INTAKE UPDATED** **- 3.5.3 SEDGWICK NAME UPDATED** **- 3.7NEWLOSS.COM/INTAKE.SEDGWICK .COM - LOGIN PROCEDURE UPDATED WITH SCREENSHOTS** **- 3.8SEDGWICK NAME AND REPRESENTATIVES UPDATED** **- INDEX CORRECTED** **- 3.9CLAIMS SETTLEMENT PROCESS UPDATED** **- BACK PAGE IMAGE UPDATED**
5.	**4.11.2020**	**1.7**	**- 2 KEY CONTACTS – MARSH REPRESENTATIVES UPDATED** **- 3.7NEWLOSS.COM/INTAKE.SEDGWICK .COM - LOGIN PROCEDURE UPDATED WITH SCREENSHOTS**

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1 INTRODUCTION

1.1 *Overview*

This claims procedures manual has been prepared for projects insured under Ashghal's Owner Controlled Insurance Programme (`OCIP') Facility, specifically the Expressways, Building Affairs, Infrastructure Affairs and Assets Affairs Projects covered under the OCIP , and is applicable to the various insured parties involved in the Project collectively referred to as the insured. The manual summarizes the process, key contacts, documentary requirements and other details related to notifying and pursuing insurance claims under the OCIP arranged by the Public Works Authority (`Ashghal').

1.2 *Structure of manual*

The manual includes information about the following elements of the OCIP:

A. key contacts.

B. claims procedures: management of claims, including administration, claims reporting procedures, as well as procedures relating to third party liability claims.

The prompt notification of claims is a condition of all insurance policies and failure to comply with this might prejudice your position should a claim occur. It is, therefore, essential that you notify any claim made against you or of any occurrence which might give rise to a claim as soon as practicable.

1.3 *Key Contacts: Description*

Summarized below for ease of reference are brief role descriptions of the parties mentioned below in Key Contacts:

C. Public Works Authority ("Ashghal") has procured the Owner Controlled Insurance Programme for all contracting parties insured under the Facility.

D. Sedgwick QA LLC are an independent third party who will visit sites, assess the policy response and potential quantum of a possible insurance claim and provide their report with recommendations to the insurers. Sedgwick QA LLC will be the primary contacts for all claim related issues and communications for the contractors.

E. Marsh Qatar are Ashghal's insurance consultants, who are available for clarifications and general support for the insured parties

F. Qatar General are the insurers who will decide on the policy response and pay the claim if admissible and agreed as per policy terms and conditions.

2 KEY CONTACTS

Entity	Contact Details	
Public Works Authority ("Ashghal")	Name:	Kevin Gilford
	Title:	Contracts Specialist
	E:	kgilford@ashghal.gov.qa
	D:	+974 4495 1676
Sedgwick QA LLC	Name:	Mike Brogden
	Title:	Regional Director and Country Manager
	E:	Mike.brogden@qa.sedgwick.com
	D:	+974 4006 8949
	M:	+974 3343 5993
	Name:	Ian Gault
	Title:	Office Manager and Senior Loss Adjuster
	E:	Ian.gault@qa.sedgwick.com
	D:	+974 4006 8949
	M:	+974 5597 8022
	Name:	Avinash Gaikwad
	Title:	Senior Loss Adjuster
	E:	Avinash.gaikwad@qa.sedgwick.com
	D:	+974 4006 8949
	M:	+974 5514 4002

Entity	Contact Details	
Marsh Qatar	Name:	Sunil Nair
	Title:	Vice President - Construction and Infrastructure
	E:	Sunil.Nair@marsh.com
	D:	+974 4407 7317
	M:	+974 6682 3169
	Name:	Rabia Khanum
	Title:	Claims Executive
	E:	Rabia.Khanum@marsh.com
	D:	+974 4407 7316
	M:	+974 5097 3004
	F:	+974 4407 7332
Qatar General	Name:	Micheal Shehan Motha
	Title:	Manager, General Claims Department
	E:	m.shehan@qgirco.com
	D:	+974 4428 2163
	M:	+974 6666 4293
	Name:	Mohammed B. Abu Zenad
	Title:	Assistant Manager, General Claims Department
	E:	mabuzenad@qgirco.com
	D:	+974 4428 2216
	M:	+974 5589 4549

3 CLAIMS PROCEDURES

3.1 Overview

The purpose of this section is to explain the procedures to be followed whilst reporting a claim in order to achieve the following outcomes:

- Clear lines of reporting and communication of claims and potential claims.
- A uniform approach to claims reporting and handling.

3.2 Claims Management

All parties listed within this manual are to adhere to the procedures detailed below to the extent practicable in order to ensure proper communication between all parties. By adherence to these procedures claims matters should be able to be dealt with quickly and effectively with a view to ensuring prompt settlement of valid claims.

All interested parties should strive to comply with these procedures as failure to comply with these requirements may jeopardise the insurance coverage available for a claim made under the policy.

This manual does not alter or modify, in any manner whatsoever, the contractual rights and obligations of the parties. Please contact Ashghal's Insurance Department, should any clarification be required.

3.3 *Claims Notification*

Claims should be reported via the online reporting portal, newloss.com/intake.sedgwick.com as soon as reasonably practicable. The reporting procedure is set out in Section 3.7 (`Claims Notification Procedures- intake.sedgwick.com). Sedgwick QA LLC will then coordinate with the contractor for a site visit.

3.4 *Claims Procedures for Section 1 (Contract works) and Section 2 (Third Party Liability (`TPL')) in the OCIP*

3.5 Damage to the Contract Works



3.5.1 IMPORTANT CAVEAT

IT IS A REQUIREMENT OF INSURERS THAT THEY BE NOTIFIED AS SOON AS PRACTICABLE OF ANY INCIDENT LIKELY TO RESULT IN AN INSURANCE CLAIM UNDER THE POLICY.

FAILURE TO DO SO MAY INVALIDATE COVER OTHERWISE PROVIDED BY THE INSURANCE POLICY.

3.5.2 *Occurrences Likely to Result in an Insurance Claim*

The project insurance policy provides cover for physical loss or damage to the insured property subject to the policy terms, conditions and exclusions.

3.5.3 *Claims Notification Procedure*

Incidents which could involve physical damage to the works should be notified by the contractor per the procedures set out in 3.5 below. Sedgwick QA LLC will liaise with the parties to establish the specifics of the loss and will, as appropriate, visit the site as soon as is practicable.

3.5.4 *Claims Preparation and Documentation Procedures*

3.5.4.1 Action required when a loss occurs at the site

Upon the happening of an incident likely to give rise to an insurance claim the insured needs to:

- take all practical steps to preserve damaged property for inspection by the insurer or their authorised representatives and prevent or minimise further loss or damage;

- notify the appropriate authorities of property lost, stolen or willfully damaged and take all steps practicable to discover any guilty person and to trace and recover missing property;

- as far as practicable refrain from carrying out repair, replacement or reinstatement without first obtaining the agreement of the insurer. Emergency or urgent repairs can be undertaken in accordance with good utility or good engineering practice.

3.5.4.2 Actions required by the insured

In addition to the above notification procedures the following measures should be taken by the Insured to document the claim.

In the event of physical damage to insured property

- Record the precise area of damage by marking a site plan.

- Provide a complete description of the extent of damage including where appropriate, any possible 'hidden' damage.

- Take photographs of the damage where possible and practicable

- Identify whether permanent or temporary works are affected.

- Identify whether the works of any subcontractor or subcontractors are affected.

- Obtain statements from any witnesses or other relevant personnel

- Advise the loss adjuster of any known contractual right of recovery

- Identify any other third party who may be responsible for causing the damage.

- If, for safety reasons, or to avoid further damage, Insured must undertake emergency works or commence repairs (including partial or temporary repairs) they should keep records of the incident, and supply video or photographic evidence of the damaged area prior to the commencement of such works.

3.5.4.3 Documentation of Claimed Expenses

The following section outlines the procedures to establish and document and support the amount of loss:

- Ensure that adequate records are maintained to validate utilisation of labour, plant and equipment.

- Identify separately and substantiate any costs for retrieving goods damaged in transit.

- Identify labour costs, substantiated by daily allocation of labour sheets / day worksheets, signed for 'record purposes only' wherever possible and provide a breakdown of hours worked and hourly rate (normal time and overtime) of all staff employed.

- Plant returns (i.e. equipment used in recovery and repair of damaged items) shall also identify the type of equipment, the number of hours worked and the hourly rate.

- Materials, equipment and spare parts must be substantiated by purchase invoices.

- Specialists' fees and/or expenses must be identified and substantiated whenever incurred.

- Overheads to be separately identified and supported.

It is best practice to implement a separate accounting procedure or cost code to provide a comprehensive record of resources expended during the execution of repairs or reinstatement.

Prepare a detailed schedule of repair costs identifying the following:

- Debris Removal

- Material costs

- Labour costs

- Equipment costs

- Overhead costs

- Duration of repairs

- Alterations

- Expediting expenses

- Fire-fighting expenses

- Any other repair cost categories.

- Secure delivery notes and invoices for materials used for repair of the damaged property and any other documents necessary to prove any expense incurred in connection with the repair.

3.5.5 Claims Settlement and Payment Procedures

If no site visit is required by the Insurer, Reinsurer or the Loss Adjuster detailed consideration of the claim will be based upon information and documentation supplied in response to the loss adjuster's requests. Settlement may also be proposed on this basis at the loss adjuster's discretion. Settlement negotiations of claims for damage to insured property will be conducted with Insured or whom they designate.

3.6 Third Party Liability



3.6.1 *IMPORTANT CAVEAT*

THE INSURED MUST NOT ADMIT LIABILITY OR MAKE ANY OFFER, COMPROMISE, PAYMENT OR SETTLEMENT WITHOUT THE WRITTEN CONSENT OF THE INSURERS. IF ANY INSURED PARTY RECEIVES A LETTER OR NOTICE OF CLAIM FROM A THIRD PARTY OR THROUGH THEIR SOLICITORS, ANY WRIT, SUMMONS, PROCEEDINGS, IMPENDING PROSECUTION OR INQUEST, THEY SHOULD BE FORWARDED UNANSWERED TO THE LOSS ADJUSTER .

3.6.2 *Occurrences Likely to Result in an Insurance Claim*

The Third Party Liability section of the policy provides coverage for all sums which the Insured shall become legally liable to pay arising from their activities in connection with the construction of the Project.

3.6.3 *Claims Notification Procedure*

In the event of any claim or incident that is likely to give rise to a claim under the policy, the contractor must notify the claim on newloss.com per the procedure set out in 3.7 below.
Any third party property damage incident which will clearly fall below the Insured's Retained Liability (often referred to as the 'deductible') as stated within the insurance policy, inclusive of policy amendments, need not be notified but all other incidents (injuries and fatalities) must be notified.

3.6.4 *Claims Settlement Procedures*

In addition to the above notification procedures the following measures should be taken by the party against which the claim is brought:

- Identify potential third party claimant.

- Give precise details of the location of the accident and cause.

- Immediately identify and obtain details of all employees and/or witnesses who were on the spot at the time of occurrence.

- As much evidence as possible must be left available for inspection by the loss adjusters, providing this does not cause further damage or danger.

- Provide copies of any government authorities or officials reports.

- Except in the event of an emergency or where otherwise directed, the Contractor in question should not become involved in undertaking repairs to third party property unless first agreed by insurers.

- Identify any other party who may have caused or contributed to the incident, to preserve Insurers' right of subrogation.

For a claim necessitating Insurer's response, in the event of negotiations being undertaken with third parties these will be conducted exclusively by the Loss Adjuster or their representative on the understanding that such negotiations will be conducted expeditiously and without prejudice to the interests of the insurers.

In the event of urgent remedial work being required, the Insured should keep accurate records to prevent later disagreement as to the extent of the remedial measures that were necessary.

The Insured shall co-operate with the insurer in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organisation who may be liable to the Insured for the loss or occurrence.

The Insured shall not voluntarily make any payment, assume any obligation or incur any expense other than first aid to others at the time of the loss or occurrence.
In the event of any payment under the project insurance policy the Insurer shall be subrogated to all the Insured's right of recovery thereof against any person or organisation and the Insured shall execute and deliver instruments and papers and do whatever else is necessary to secure rights. The Insured shall not do anything after the loss to prejudice such rights.

The aforementioned procedures must be observed to ensure any potential claims under the project insurances are not prejudiced and / or compromised.

3.7 *Claims Notification System – newloss.com / intake.sedgwick.com*

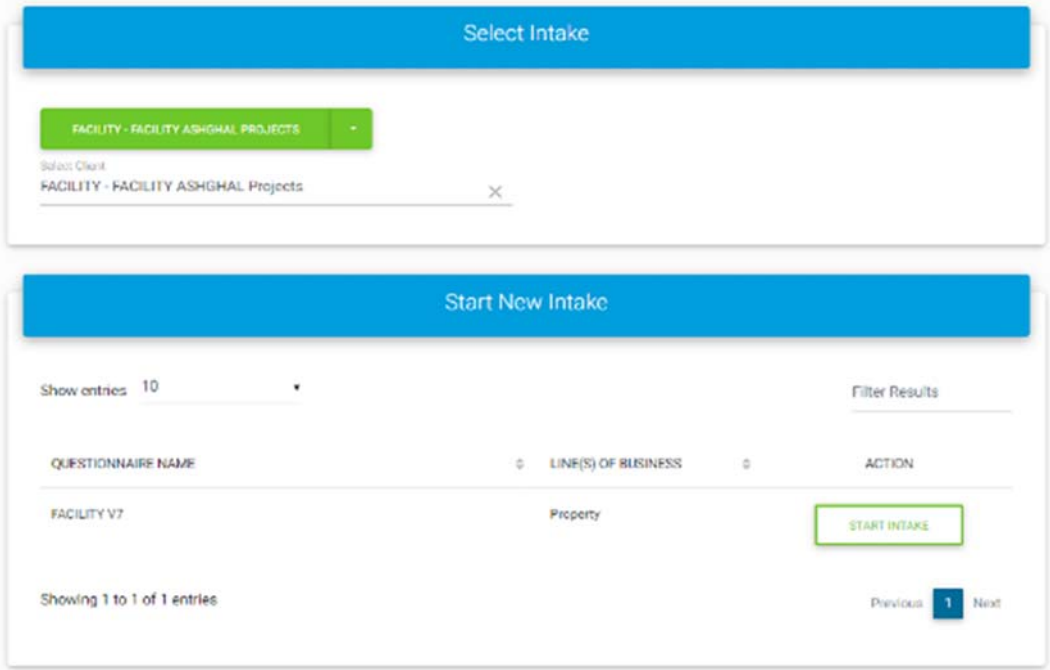
Claims should be reported to the appointed loss adjusters Sedgwick QA LLC using their simple web based claims notification site (see instructions below) as soon as reasonably practicable.

Step 1: Go to www.newloss.com. It will automatically direct to the intake.sedgwick.com site as in the screenshot below

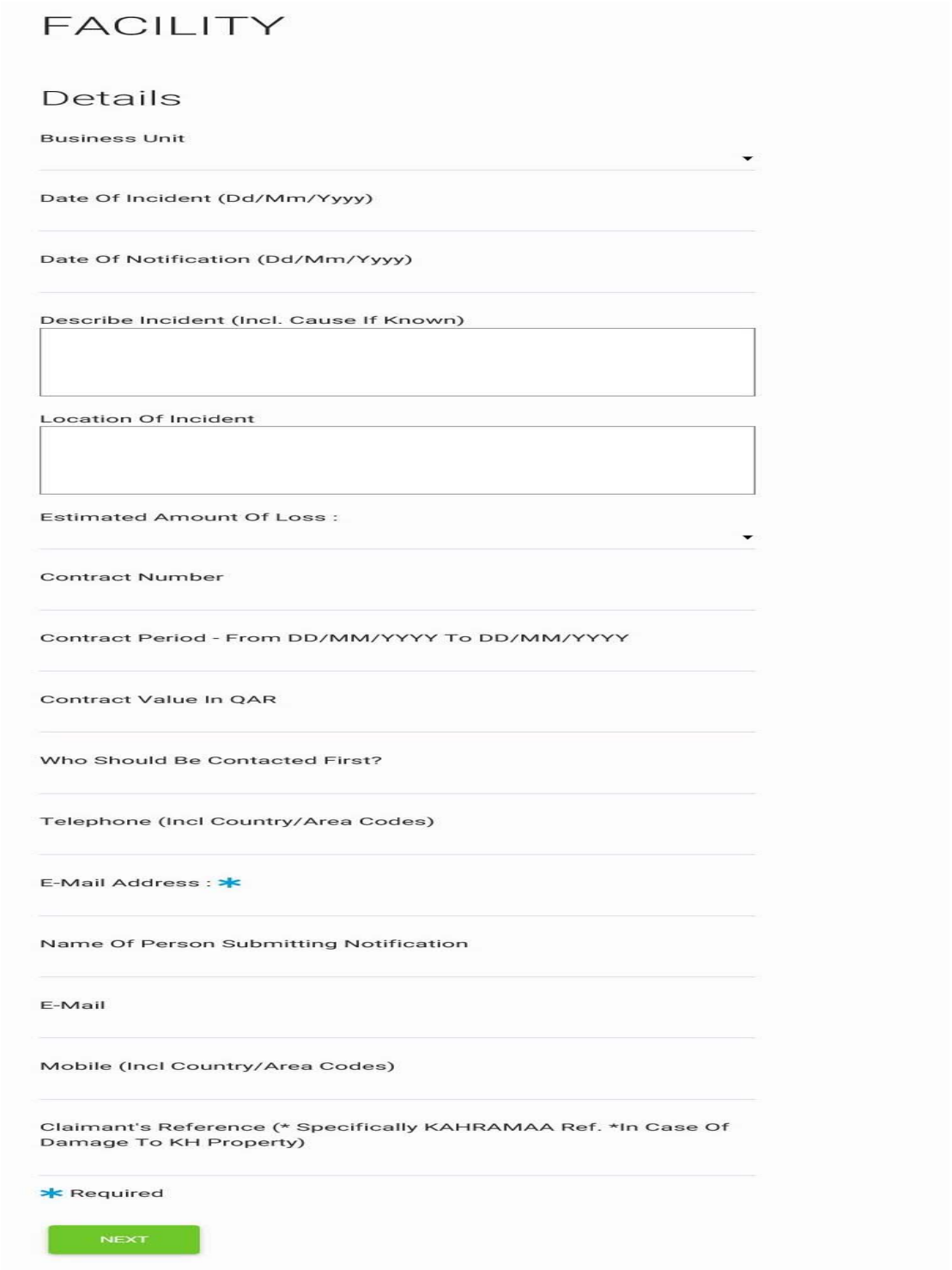


Step 2: Enter the username as 'facility', First name/last name is optional, enter the Captcha and click 'BEGIN'. Please note that these are case sensitive.

Step 3: Click 'START INTAKE' highlighted in green



Step 4: Complete the form with as much detail as possible and click 'NEXT.'



FACILITY

Details

Business Unit

Date Of Incident (Dd/Mm/Yyyy)

Date Of Notification (Dd/Mm/Yyyy)

Describe Incident (Incl. Cause If Known)

Location Of Incident

Estimated Amount Of Loss :

Contract Number

Contract Period - From DD/MM/YYYY To DD/MM/YYYY

Contract Value In QAR

Who Should Be Contacted First?

Telephone (Incl Country/Area Codes)

E-Mail Address : *

Name Of Person Submitting Notification

E-Mail

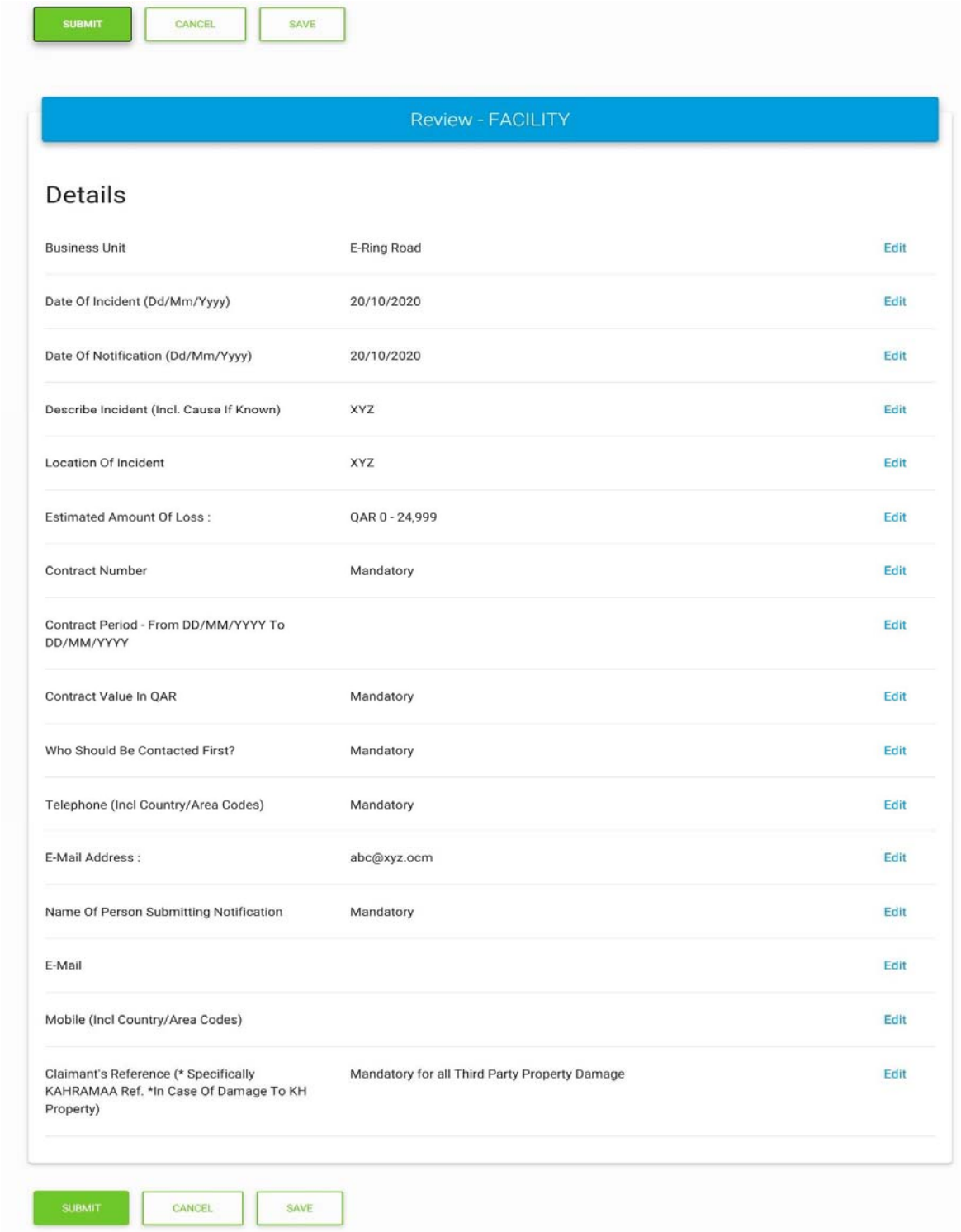
Mobile (Incl Country/Area Codes)

Claimant's Reference (* Specifically KAHRAMAA Ref. *In Case Of Damage To KH Property)

* Required

NEXT

Step 5: **Review the filled data in the form and click 'SUBMIT' if ok.**



Step 6: **intake.sedgwick.com will issue a notification reference and the incident details will be transmitted to relevant parties by e-mail.**

3.8 *Post Notification Communications*

All written communications and documents should be sent to **Ian Gault** and **Avinash Gaikwad (Sedgwick QA LLC),** with a copy to **Sunil Nair** and **Rabia Khanum (Marsh)** as well as **Kevin Gilford (Ashghal).** No communication should be made without copying both Marsh and Ashghal for information.

3.9 *Claims Settlement Process*

It should be noted that the insurance policy is a contract of reinstatement. The insured is expected to reinstate the damage to the works or third party and is subsequently indemnified by the insurer as per the policy terms and conditions.

After completion of reinstatement, all outstanding documents, invoices and other documents requested by the loss adjuster need to be submitted, upon which the loss adjuster will propose the final settlement amount for the contractor's consideration to be agreed.

Following agreement, the insurer will require a form of acceptance/discharge note and letter of subrogation to be signed and stamped by the contractor. This is a precondition for release of the insurance claim payment.

MARSH

Please note that Marsh shall not provide insurance brokerage services or other services in violation of applicable trade sanctions laws. Therefore, Marsh will not provide insurance brokerage services or other services to you or in connection with any activities that could expose Marsh to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, United States, or other applicable countries.

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