

YOUR PLAN

The law is meant to protect you that's what we're here for.



In this simple guide you'll find everything you need to know about your Legal&Tax policy, the ways in which we will be there to give advice and who to call when you need assistance.

Remember - with **Legal&Tax** you're never alone.



www.legalandtax.co.za

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COMPARE OUR PRODUCTS

This document sets out the terms and conditions which govern our relationship. If you have any questions, please call our Customer Care department on **0860 587 587** or fax **+27 11 728 0910**.

Legal and Tax Services (Pty) Ltd is an Authorised Financial Services Provider, FSP No. 28566. Legal Expense Insurance underwritten by Centriq Insurance Company Limited, FSP No. 3417. Funeral Benefits underwritten by Centriq Life Insurance Company Limited, FSP No. 7370.

SECTION A – GENERAL PROVISIONS

In this document, the words "we/our/us" mean Legal and Tax Services (Pty) Ltd.

1

WHY YOUR LEGAL PLAN WORKS

Your Legal Plan is designed to give you and your family affordable, practical and vital legal and tax protection. The Plan gives you 4 main benefits:

LEGAL HELPLINE*	Call our in-house legal advisors during office hours to get free legal advice on any legal matter.
TAX HELPLINE*	Call our in-house tax advisors during office hours to get free tax advice. This benefit is not available to Pocket Plus Plan members.
LEGAL INSURANCE	This is an insurance benefit which will pay an attorney to represent you in court. There is a 1 month waiting period from date of payment of the 1st premium. While you can use this benefit as often as needed, it is limited by what it covers as set out below in Section B.
DEBT COUNSELLING	Members of the Plan pay a reduced fee to use one of our debt counsellors. If you are drowning in debt, call us to see if we can help.

*Both the Legal and Tax Helplines can be used immediately, as often as is needed (call 0860 587 587).

The Plan has been designed to be:

AFFORDABLE	Once you pay your monthly premium, all services under the Plan are free, with the exception of Debt Counselling.
EASY TO USE	Simply pick up the phone and call. We also provide other methods to contact us (see paragraph 2 below).
FOCUSED ON QUALITY	All our in-house legal advisors are fully qualified attorneys, and are subject to regular training and reviews. If you qualify for the Legal Insurance Benefit, we try to use independent attorneys who have an established good service record to our members. We call these independent attorneys "panel attorneys".
FLEXIBLE	Use for day-to-day queries or any major legal crisis.

OPTIONAL BENEFITS

- **Funeral Benefits for the family**
- **Trauma Assist** – one call connects you to vital assistance (emergency ambulance service, rape and assault counselling, HIV counselling, traumatic event advice and more). Prestige Plus and Pocket Plus members receive this benefit for free.
- **Trauma Assist Plus** – Our Trauma Assist product (as mentioned above) including up to R50 000 accidental death or disability cover and other additional cash back benefits.
- **Completion of Tax Returns** – we complete and process your Annual Tax Return. Gold and Protector Plan members enjoy discount rates. Prestige and Prestige Plus members receive this benefit for free. This benefit is not available to Pocket Plus Plan members.

For more details about these benefits visit www.legalandtax.co.za.

OFFICE HOURS:

MON-THURS: 8:30AM - 4:30PM
FRI: 8:30AM - 3:30PM

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EASY TO USE

We have a variety of ways for you to use our services:

- Phone **0860 587 587** to speak to an advisor.
- Email **members@legalandtax.co.za**. We will be in touch.
- SMS the word **"law"** to the short code **31690**. We will call you.
- Website – go to **www.legalandtax.co.za** and enter your message directly on our site. We will reply.

Our service agents are waiting to help. Your call may be logged, but if it is extremely urgent, you should ask to be put through to an advisor immediately.

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BAIL BENEFIT

Provided that we have received 6 consecutive premiums from you, and provided you live in a metropolitan area, we will provide you with the following bail assistance:

- **After Hours** – We have an after-hours bail emergency service for nights, weekends and public holidays.

Prestige and Prestige Plus members:

If you are in active cover and cover is confirmed, we will pay an amount of bail money up to R2500 per policy per year. If the amount of bail is more than R2500 we will not pay the difference and the benefit will not apply. Confirmation of cover will be provided to the attorney appointed to attend to the after-hours bail application.

- **Court Hours** – For bail applications during normal court hours, we will provide you with the following assistance:

Prestige Members:

If we covered the bail application, we will pay an amount of R2500 of bail money to court, per policy per year, provided that bail is set at an amount not exceeding R2500. If the amount of bail is more than R2500 we will not pay the difference and the benefit will not apply.

Prestige Plus Members:

If we covered the bail application, we will pay an amount of R5000 of bail money to court, per policy per year, provided that bail is set at an amount not exceeding R5000. If the amount of bail is more than R5000 we will not pay the difference and the benefit will not apply.

**subject to exclusions referred to in paragraph 26.3*

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ONE PLAN PROTECTS THE WHOLE FAMILY

Not just you, but your spouse and unmarried children under 18 years of age are also covered. We may ask for proof of marriage or birth. A legal entity (e.g. a company) cannot be a member of the Plan, and you must be a South African permanent resident or be in possession of a valid work permit. If your spouse wishes to make use of the Legal Insurance Benefit, you will need to show that both the date of your marriage and the date of the facts giving rise to the claim all took place after the expiry of the Waiting Period (see 13 below). A marriage by customary law must be registered according to the Recognition of Customary Marriages Act, 1988.

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EXTENDING YOUR PLAN TO OTHER FAMILY MEMBERS

For an additional (but reduced) premium, you can register up to 3 additional family members to be covered under your Plan (this does not include their families). The additional family member may be a customary-law spouse, parent, parent-in-law, sibling or child 18 and over.

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WHEN USING OUR SERVICES, STAY IN TOUCH WITH YOUR ADVISOR

Due to our large member base, we require you to adhere to the following contact guidelines with your legal advisor.

- 6.1 After speaking to your advisor, know who has the responsibility to make the next contact.
- 6.2 If your advisor receives new information about your case within 14 days, he or she will contact you.
- 6.3 If you have not heard from your advisor within 14 days, it is your responsibility to call your advisor to discuss the next step.

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HOW TO CANCEL YOUR PLAN

- 7.1 Simply call us to cancel the Plan. You can also send a written request by letter or email. The Plan will also automatically be cancelled if you stop a debit order with your bank. We do not refund premiums unless there was no authority to debit your account.
- 7.2 We are also entitled to cancel the Plan at any time on one month's written notice, and we are not required to give reasons.
- 7.3 The Plan is automatically cancelled upon notification of death.

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YOUR SIX MONTH RETRENCHMENT BENEFIT

If you are retrenched, and have paid all your premiums for the 12 months before retrenchment, then you will enjoy a 6 month premium-free period. You must provide proof of retrenchment within 1 month of being retrenched.

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MONTHLY PLAN, PAYMENT TERMS AND UNPAID DEBIT ORDERS

- 9.1 The Plan will run for one month at a time. You must pay the amount due (which is set out in your Welcome Letter) monthly in advance ("the premium"). Your Plan may include a once-off joining fee due to us, which will also be set out in the Welcome Letter. The Plan will automatically continue for one month at a time, until you stop paying the premium.
- 9.2 If your debit date falls on a weekend or public holiday, we may process your debit order either shortly before or shortly after the weekend or public holiday.
- 9.3 If your debit order is unpaid, you will have a grace period of 15 days to pay the premium. If your debit order is not paid, you will lose all benefits of the Plan going forward, until we receive another payment. We will continue to debit your account in an attempt to collect the next monthly premium. If the debit order is met, your Legal Insurance Benefit starts again from that payment, and you will be subject to a new Waiting Period.
- 9.4 If your debit order is unpaid on 3 successive due dates, we will automatically apply the **Protector Benefits** to your Plan, which is designed to keep you legally protected at a lower premium. This means that your Plan will continue and you will still be able to get free legal advice, but the Legal Insurance Benefit will be limited to labour matters, and the Maximum Cover Amount will be reduced to the amount applicable at the time. All these details will be set out in a new Welcome Letter which will be sent to you. If your first Protector debit order is returned unpaid, your Plan will be cancelled and we will not debit you again without you requesting us to do so.

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ANNUAL INCREASE

We may increase the premium each year by an amount not exceeding 10%. The Maximum Cover Amount will increase by a corresponding percentage. We will send you notice when the increase takes effect. Increases will normally be made in September, although we may make the increase in a different month.

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GENERAL TERMS

- 11.1 We can amend these terms and conditions on one month's written notice. If you are unhappy with the amendment, you may cancel within one month of receiving notification, failing which the amendment will come into effect.
- 11.2 No amendments or variations of these terms and conditions will be accepted, and no representations made contrary hereto can be relied on, unless signed by our CEO.
- 11.3 If we need to send you a written communication, we will send it to your last known email address or SMS number. If you have no email or SMS number, we will send it by letter to your last known postal address. The communication will be deemed to have been received within 24 hours of email or SMS, and within 3 days if sent by letter.
- 11.4 While we try to provide accurate and appropriate advice and servicing, we, our employees, agents, or representatives will only be liable for damages that may arise out of or in connection with any advice given or work done (or not given or done) by any of the aforementioned up to a maximum amount of 500 times the monthly premium. This limit applies to damages as a result of negligence, breach of legal duty, breach of contract, delict or otherwise. We will not be liable for any consequential loss suffered for any reason whatsoever. We will also not be liable for damages that may arise out of or in connection with any advice given or work done (or not given or done) as a result of a good faith error of judgment. In addition we will not be responsible for any loss, damage or interest that you may allege was caused by a rejection of a claim or any delays in not approving a claim under the Legal Insurance Benefit.
- 11.5 If we fail to enforce any provision strictly or at all, this does not mean that we waive any of our rights thereto, nor does it mean that we will not enforce it thereafter.

SECTION B – YOUR LEGAL INSURANCE BENEFIT

The following terms and conditions apply only to the Legal Insurance Benefit. Your Insurer is Centriq Insurance Company Limited (Registration Number: 1998/007558/06; FSP Number: 3417) who has authorised us to handle and pay claims on their behalf.

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DEFINITIONS

- 12.1 "Fact/s" means all relevant facts (circumstances, acts and omissions) which relate to the pursuit or defence of a case relating to your legal rights.
- 12.2 "Proceeding" means the pursuit or defence of a single civil or criminal matter before one single South African court of law (Magistrate's Court or higher), or a single labour matter before either the CCMA, a Bargaining Council, or the Labour Court.
- 12.3 "Legal fees" means reasonable attorney's fees, costs and disbursements of a proceeding necessarily incurred.

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HOW YOUR LEGAL INSURANCE BENEFIT WORKS

- 13.1** The benefit covers you for litigating civil and labour cases, whether you are bringing or defending the case, and for your defence in criminal cases. Limited cover is given for Constitutional Court matters (see 26.16 below). The benefit does not cover everything because there are exclusions and limitations, all of which are set out below.
- 13.2** If you have a claim, you will have to submit a Claim Form and comply with the requests of our Claims Department. If the claim is approved, we help you find an attorney (although you can choose your own) who will handle the case for you. The Legal Insurance Benefit will pay for the legal fees. The benefit does not cover damages, security for costs, fines, penalties or bail money (Bail money will be paid for Prestige and Prestige Plus members, subject to clause 3 read with 26.3). If you lose the case, the benefit will also cover the taxed costs of the other side which are awarded by the Court.

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WAITING PERIOD AND PRIOR EVENTS

- 14.1** There is a one month Waiting Period. This means that if you pay the premium in month 1, you will only be covered upon payment of your 2nd premium in month 2. In other words, if any of the facts which relate to your claim took place during or before a Waiting Period (a 'prior event'), you will not be covered. The date to consider is when the facts took place, not when knowledge of legal action is contemplated. [Example: You have a motor accident in 2011. In 2012, you become a member. In 2013, you receive a summons relating to the accident in 2011. This is a non-covered prior event (even though you received the Summons whilst you are an active member in 2013).]
- 14.2** If you fail to pay a premium at any time, another Waiting Period will apply from the date you make your next payment. For example, if you pay from month 1 to 6, but in month 7 you are unpaid, and payments are made from month 8 onwards, then you will be subject to another Waiting Period in month 8, and will only come into cover again in month 9.
- 14.3** The Waiting Period applies to Additional family members from the date of their first payment.

15

MAXIMUM COVER AMOUNT

The maximum cover amount payable for any one claim cannot exceed the monetary value of the dispute with the other party, nor the maximum cover amount set out in the most recent Welcome Letter or annual increase letter.

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CONDITIONS FOR COVER

The following are conditions which have to be met before a claim will be approved. Even after approval, we will withdraw cover if any of these conditions are no longer met.

- 16.1** The facts must all take place in the Republic of South Africa and the proceedings must be pursued in the Republic of South Africa.
- 16.2** You must where possible take all reasonable steps to look after your rights so as to prevent a claim from happening, and to avoid legal fees from having to be unnecessarily incurred.
- 16.3** The claim must relate to you directly, and must be brought in your personal and private capacity and relate to your private affairs. We will not cover a claim where you are acting in your capacity as a director, shareholder, member of a Close Corporation, officer, trustee, executor, guardian, curator, partner, or similar capacity.

- 16.4** There must be a reasonable prospect of success that you will succeed in court, and court action must be the only reasonable way available to resolve the matter. We make this decision, and if we are in doubt, we refer it to a panel attorney for decision.
- 16.5** You must be truthful and not withhold any information related to your claim. You must tell us all important or relevant information or facts, even if we don't ask for them.
- 16.6** You must respond as soon as reasonably possible to, and co-operate fully with, any of our requests and those of the attorney appointed to represent you.
- 16.7** The party you are proceeding against must be employed or have assets to pay for any judgment in your favour.
- 16.8** The estimated legal fees cannot be greater than the maximum cover amount, unless you provide security for the balance of the fees.
- 16.9** You cannot be subject to or contemplating sequestration, administration, debt re-arrangement, or anything similar.

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LIMITATIONS

The following are conditions which have to be met before a claim will be approved. Even after approval, we will withdraw cover if any of these conditions are no longer met.

- 17.1** You can only pursue one proceeding for one set of facts.
- 17.2** The maximum cover amount will apply to one set of facts, even if other members of your family are also involved in those set of facts.
- 17.3** If flowing from one set of facts there is both a basis for exclusion and a basis for cover, then if the basis for exclusion is either the dominant or the initiating cause of the facts, you will not receive cover.
- 17.4** We will not pay legal fees which are unnecessarily incurred as a result of your actions or which arise as a result of you not co-operating with the attorney, or which are duplicated by you changing attorneys.

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COSTS INCURRED WITHOUT OUR APPROVAL

Costs incurred prior to the written approval of a claim, or after written approval but not authorised by us, are for your own account.

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HOW TO REPORT CLAIMS

- 19.1** You must notify us within **3 months** of you becoming aware (or when you should reasonably have become aware) of the first fact relating to the claim. We will not accept late notification.
- 19.2** **Special attention** must be given to legal documents which you receive that you need to comply with (e.g. summons, dismissal letter from your employer, letter of demand etc). A copy must be given to us **within 3 working days**.
- 19.3** You must complete a claim form as requested by us (including witness statements and experts reports if required) at your cost.

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ALTERNATIVE RESOLUTION OF CLAIMS

- 20.1** We may instruct that a certain course of action be followed before approving a claim, if such course of action may lead to settlement or resolution of the claim without formal legal representation. This includes you making genuine attempts to settle the matter.
- 20.2** Rather than approving a claim, we may settle it by paying you (or the other party) a sum of money. If we pay you, the amount will not be less than the amount claimed by you or agreed to by you.
- 20.3** If you disagree with any of our recommendations or instructions, then upon written request from you we will instruct a panel attorney to decide the matter.

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CLAIM APPROVAL AND APPOINTMENT OF ATTORNEY

- 21.1** Within 7 days of receiving a completed claim form, we will advise you in writing whether the claim has been approved or rejected. Cover cannot be approved orally or over the phone.
- 21.2** We are entitled to investigate the claim, and you grant us full authority to contact any person, take statements, and conduct whatever investigations we consider necessary.
- 21.3** If your claim is approved, an attorney will be appointed to handle your case, and you and the attorney will be sent written confirmation of cover. We normally select the attorney, and if we do then all the legal fees will usually be covered by this benefit. This means that, if the maximum cover amount is not exceeded and you comply with all the terms and conditions, you will not have to pay in anything extra.
- 21.4** However, you may wish to select your own attorney. If you do, please be aware that you will have to pay the attorney anything charged in excess of the Table of Fees set out below (similar to a doctor who charges above Medical Aid rates, where you have to pay the balance). We will only pay legal fees incurred after we have approved, in writing, the appointment of your attorney.
- 21.5** Once the attorney is appointed, we fall largely out of the picture, because the attorney acts on your behalf, not ours. Our only obligations at this stage are to pay for the legal fees and to assist you in resolving servicing issues with your attorney (notify us as soon as possible if you have a service complaint).
- 21.6** You agree that the attorney can keep us fully informed at all times of the progress of your case, and can let us have any information which may be relevant to whether your claim should continue to be covered or not.

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SETTLEMENT BY ATTORNEY

- 22.1** If, in the opinion of the attorney, the claim is at any time capable of being settled, you are required to work together with and assist the attorney (as far as is reasonably possible) to settle the matter.
- 22.2** If you reject a settlement proposal that the attorney believes is fair and reasonable, then we will no longer pay any further legal fees incurred.
- 22.3** If you accept a settlement without any provision made for the recovery of legal fees and without our prior written approval, then any amount that is recovered on your behalf will first be used to reimburse us for legal fees paid by us, and thereafter to pay amounts due to you.
- 22.4** We do not pay the costs of the other side in settled matters.

23

PAYMENT OF CLAIM AND COSTS RECOVERED

- 23.1 You must send us within 30 days of receipt any account that you receive for legal fees which must be signed by the attorney, failing which we will not be required to pay those accounts.
- 23.2 We will only be obliged to make payment at the conclusion of the claim.
- 23.3 If legal costs are awarded in your favour or are otherwise recovered, you agree that these will be paid to us in recovery of legal fees paid by us. Any amount that is recovered on your behalf will first be used to pay us, and thereafter to pay amounts due to you.

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CLAIM REJECTION

- 24.1 If we reject your claim, you will be notified in writing, and we will give you the reasons for the decision.
- 24.2 If you wish to contest the rejection, you will have 90 days to make written representations to us, to be marked for the attention of the Claims Manager. We will respond in writing within 14 days. You may also lodge a complaint under the Financial Services Ombuds Schemes Act or with the Short-term Insurance Ombudsman.
- 24.3 You have 180 days from the expiry of the above 90-day period to institute legal action to dispute our decision and if you do not, you will no longer have any claim.

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COVER STOPS IF YOU CANCEL

If you cancel your Plan and you already have a claim which has been approved, we will no longer be responsible to pay the legal fees incurred after you cancel the Plan, and cover will be withdrawn. We will still pay the legal fees incurred before cancellation.

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EXCLUSIONS

We will not pay for any claim that arises out of or is connected to any of the following:

- 26.1 Any matter involving the pursuit of business or monetary gain, other than your income as an employee. This includes but is not limited to your conduct of a business, profession or trade, or acting as a landlord, or anything relating to patent, trademark, or copyright. A criminal action arising out of the foregoing is also excluded.
- 26.2 Marriage, past or present affectionate relationships, divorce*, child care or custody, access, guardianship, maintenance, parenthood, paternity, promise to marry, family or domestic violence, adoption, or ownership or monetary disputes with a current or former spouse or partner or life-partner, child, parent, or sibling. The enforcement or annulment of a court order relating to the foregoing is also excluded.
[*For Prestige Plus Plan members, undefended divorce is covered if we have received 6 consecutive premiums prior to submission of the claim. This benefit does not include the cost of settlement negotiations nor the costs of delays or postponements caused by either of the parties to the divorce. If the divorce becomes defended, cover will immediately cease]
- 26.3 Criminal conduct, unless you have a strong defence which you can prove. Criminal conduct which is similar to a previous conviction or where an admission of guilt fine is payable is also excluded.
- 26.4 Any conduct where you were under the influence of or affected by alcohol or drugs.
- 26.5 A rejection of a claim or any claim made against us or the attorney.
- 26.6 Appeals and/or reviews.
- 26.7 Claims related to immovable property, other than your full-time permanent place of residence ("your house"). Changing the status, zoning, right of use of your house, and amendments to Title Deeds are also excluded. If you buy a property (with intention to use it as your house) which is occupied by someone else, we will not pay for their eviction.
- 26.8 Claims related to infringement of your personality rights (e.g. the right to dignity, privacy, a good name etc).
- 26.9 Claims related to a vehicle of which you are not the registered owner (or, for instalment sale agreements, you are not authorised by the credit provider to be in possession of the vehicle), or claims related to you driving without a licence.
- 26.10 Mass action or protest, contamination or damage from nuclear material, war, hostilities, rebellion, unlawful labour disturbances, public disorder, civil disobedience, resisting or impeding lawful authority, intimidation, conduct contrary to public policy or tainted with illegality or involving indecent or unlawful sexual behaviour or based on malice or vexatious conduct on your part or undertaken to further ideological objectives (e.g. economic or environmental) or political activities, or which may harm the interests or wellbeing of any organ of state or municipality.
- 26.11 Claims related to government, a municipal body, or similar body or structure which relate to provision of services, rates, taxes, water, lights, waste, e-tags or tolls, similar charges, or maintenance of infrastructure (e.g. roads), or which relate to delays in performance or slackness.
- 26.12 Matters which are administrative in nature or involve the drafting of documents, including but not limited to conveyancing, wills, deceased estates, marriage contracts, tax and similar matters.
- 26.13 Matters that are trivial, or have a monetary value less than the limit of the Small Claims Court.
- 26.14 Debt management or failure by you to discharge a debt lawfully due by you.
- 26.15 Applications relating to the status of a person (e.g. sequestration, rehabilitation, curatorship, insanity) or similar matters.
- 26.16 Constitutional Court matters, unless this relates directly to your physical safety.

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TABLE OF FEES

Legal fees will be paid as set out below. Amounts charged in excess of the Table of Fees are for your account.

- 27.1 Disbursements: All reasonable disbursements necessarily incurred (supported by vouchers) will be paid, provided such disbursements are taxable and do not exceed what would be allowed on taxation, excluding the costs of any interpreter or witness fees.
- 27.2 Advocates fees: Advocates fees in the Magistrate's Court or Labour Court are not covered. Fees for advocates in the High Court will not be paid unless our prior written consent is first obtained.
- 27.3 Criminal matters: Whatever is claimable in terms of the Legal Aid Board tariff, plus 50% thereof, will be paid.
- 27.4 Civil matters: Whatever is taxable on the appropriate scale as between party and party will be paid.
- 27.5 Labour matters: Whatever is taxable on the appropriate scale as between party and party, as if the matter was in the Magistrate's Court, on Scale B of the tariff for defended actions will be paid.
- 27.6 Opponent's fees: Opponents fees which are taxed pursuant to an appropriate order of court will be paid.
- 27.7 Expert's fees: The fees of experts who are essential to prove your case will be paid, provided that our prior written consent is obtained, and provided that such fees are taxable and do not exceed what is allowed on taxation.
- 27.8 Execution: If judgment is obtained, the taxable costs for the service of a single writ of execution, or emoluments attachment or garnishee order will be paid. The costs of a security firm to accompany the Sheriff are not covered. Only one execution attempt is allowed.

COMPARE OUR PRODUCTS

POCKET PLUS

Legal Advice and Assistance
Debt Counselling
Trauma Assist

LEGAL GOLD

Legal Advice and Assistance
Debt Counselling
Tax Advice

LEGAL PRESTIGE

Legal Advice and Assistance
Debt Counselling
Completion of Tax Returns
R2500 Bail Benefit (after 6 months of consecutive premium payments)

LEGAL PRESTIGE PLUS

Legal Advice and Assistance
Debt Counselling
Tax Advice
Completion of Tax Returns
Uncontested Divorces (after 6 months of consecutive premium payments)
Trauma Assist
R5000 Bail Benefit (after 6 months of consecutive premium payments)

FUNERAL

Insured, spouse
- up to R20 000
Child aged 14 – 21
- up to R20 000
Child aged 6 – 13
- up to R10 000
Child aged 1 – 5
- up to R5 000
Stillborn up to child aged 11 months-
Up to R2 500
Parent/parent-in-law
(optional) - R15 000
Accidental death
(optional) - R10 000

OUR BRANCHES



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