



## POLICY

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.

### SECTION A – GENERAL PROVISIONS

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

#### 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.

#### 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.

#### 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. 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.

*\* Both the Legal and Tax Helplines can be used immediately, as often as is needed (call 0860 587 587) Legal insurance benefits are however subject to waiting period.*

### 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.
- **TeleTeacher** – This benefit helps Grade 1 to 12 learners anywhere in the country in subjects and languages online or over the phone (between 6pm and 9pm Monday to Thursday excluding weekends, public holidays and school holidays). This benefit is available and free to Prestige and Prestige plus members only. \* refer to attached Legal and Tax “VAPS” document.
- **Completion of Tax Returns** – We complete and process your Annual Tax Return. Prestige and Prestige Plus members receive this benefit for free.

For more details about these benefits visit [www.legalandtax.co.za](http://www.legalandtax.co.za).

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3rd Floor | Acacia Grove | Houghton Estate Office Park  
2 Osborn Road | Houghton | Johannesburg | 2196

[legalandtax.co.za](http://legalandtax.co.za)



## 2. 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](mailto: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](http://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. Please note that the standard turn around time for the advisors to contact you is three hours from the first time the call has been logged.

### Office hours:

Mon-Thurs: 8:30am – 4:30pm

Fri: 8:30am – 3:30pm

We have an after-hours bail advisory service for nights, weekends and public holidays (call 0860 587 587). Do ensure that you kindly select option 1 for bail assistance.

## 3. DEFINITIONS

In this policy, all words and expressions signifying the singular shall include the plural and vice versa. Words and expressions implying the masculine gender shall include the feminine. The following words and expressions shall have the following meanings:

**"Children"** means the Principal Insured's unmarried biological or legally adopted minor child, who are over the age of 6 (six) months and below the age of 18 (eighteen) years.

**"Extended family member"** means a person who is a Dependant of the Principal Insured or its spouse whose relationship with the insured can be described by one of the following: Adult Child, Biological Brother or Biological Sister.

**"Fact/s"** means all relevant facts (circumstances, acts and omissions) which relate to the pursuit or defence of a legal court case relating to your legal rights.

**"Grace Period"** means the period of grace allowed for non-payment of Premium. The Grace Period is 20 (twenty) days from the first day of the month in which the Premium was due. During the Grace Period, the policy will be suspended and no claims will be entertained.

**"Inception Date"** means the date on which the policy first became active which is after payment of the first premium.

**"Insured Person"** means a natural person who has applied, been nominated as a beneficiary or dependant and has been accepted by the Insurer and whose Premium is paid and up to date.

**"Insurer"** means Centriq Insurance Company Limited.

**"Intermediary"** means Legal and Tax Company Limited.

**"Month"** means one full calendar month commencing on the first day of each month.



**“Parent”** means a Parent of the Principal Insured or its spouse who is nominated as a Parent in the Policy/Benefit schedule, subject to the terms and conditions of this policy. A Parent must be one of the following: Biological father or mother, Legally Adoptive father or mother, Legal guardian, Stepfather or stepmother

**“Principal Insured”** means the natural person, the Policy Holder in whose name the agreement is entered and whose name is reflected on the Schedule.

**“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. The Policy will not cover any step in the proceeding that involves or relates to something which needs to take place (in part or whole) outside the Republic of South Africa.

**“Legal fees”** means reasonable attorney’s fees, costs and disbursements of a proceeding necessarily incurred.

**“South African Borders”** means the land within the registered and published national boundaries of the Republic of South Africa.

**“Spouse”** means a partner in marriage, civil union, domestic partnership or common-law marriage but subject to being registered at the Department of Home Affairs.

**“Underwriter”** means Centriq Insurance Company Limited.

**“Waiting period”** means the period during which no claims will be entertained.

#### **4. BAIL BENEFIT FOR PRESTIGE MEMBERS**

**4.1** While access to the after-hours bail advisory service applies to all members, Prestige members will in addition receive a refundable cash payment to be utilised to pay bail. Prestige Members will receive a maximum of R2500, while Prestige Plus members receive a maximum of R5000 (“the covered amount”).

**4.2** This benefit will be paid provided:

**4.2.1** Your premium is fully paid for 6 consecutive months prior to the event date.

**4.2.2** The criminal charge against you is brought in a Court that sits either in Johannesburg, Cape Town, Pretoria, Durban, or Port Elizabeth;

**4.2.3** Written confirmation of cover has been provided to the attorney who attends to the bail application; by Legal&Tax.

**4.2.4** The matter is not excluded by paragraph 26.3 below.

**4.3** If the bail amount exceeds the covered amount, the benefit will not apply, e.g if bail is set at R6 000 the benefit will not apply.

**4.4** When the bail amount is recovered from Court, the covered amount must be refunded to us, and you hereby authorise your attorney to refund us from the bail amount refunded.

#### **5. ONE PLAN PROTECTS THE WHOLE FAMILY**

Not just you, but also your spouse and unmarried children under 18 (eighteen) years of age are covered. We may ask for proof of marriage or birth in the form of an unabridged birth certificate. A legal entity (e.g a company, trust, partnership) 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 being registered and the date of the facts giving rise to the claim all took place after the expiry of the Waiting Period (see 14 below). All recognized marriages and unions must be registered at the Department of Home Affairs. Marriage certificate may be requested as proof.



## 6. 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 parent, parent-in-law, sibling or child 18 and over.

## 7. 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 advisor. (intention is to have the same time-frames for legal/ debt and tax)

- 7.1 After speaking with your legal, tax or debt advisor, know who has the responsibility to make the next contact.
- 7.2 If your advisor receives new information about your case within 14 days, he or she will contact you based on your contact details on our computer system (please make sure your contact details are always up to date).
- 7.3 If you have not heard from your advisor within 14 days, it is your responsibility to call your advisor to discuss the next step.

## 8. HOW TO CANCEL YOUR PLAN

- 8.1 You may cancel at any time by giving 31 (thirty) days' notice. You can either call us or send a written request by letter or email.
- 8.2 Should your policy be cancelled within the first 31 (thirty) days from the date of application (cooling off period), the premium will be refundable if it has been deducted from your nominated bank account. You may need to submit supporting documentation before any refunds are granted.
- 8.3 The Plan will automatically be cancelled if your debit order is returned unpaid by the Bank with an unpaid code that requires us to stop debiting.
- 8.4 The Plan also automatically cancels upon notification of the Principal Insured's death.
- 8.5 We do not refund premiums unless there was no authority to debit your account.
- 8.6 We reserve the right to cancel your Policy provided that 31 (thirty) days' written notice has been provided to you.

## 9. YOUR LOSS OF INCOME BENEFIT

Members who have become unemployed are entitled to six months' free premiums on their policy provided the member has paid their policy for twelve consecutive months prior to loss of income. You must provide proof of unemployment within 1 month of being unemployed.

## 10. MONTHLY PLAN, PAYMENT TERMS AND UNPAID DEBIT ORDERS

- 10.1 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 legal service activation 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.
- 10.2 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.
- 10.3 If your debit order is unpaid, you will have a 20 day grace period to pay the premium. If the debit order is not met your legal insurance benefit will commence from your next payment and will be subject to a new Waiting Period.



- 10.4** 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 only, and the Maximum Cover Amount will be reduced to the Protector cover amount applicable at the time. All these details will be set out in your Welcome Letter. 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.

## **11. ANNUAL INCREASE**

- 11.1** We may increase the premium each year by an amount not exceeding 9%.
- 11.2** We further reserve the right to amend the policy at our discretion.
- 11.3** 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.
- 11.4** If your case has been approved (see clause 21 below), the maximum cover amount (see clause 15 below) will not increase due to the annual increase in your premium, but will remain at the amount applicable when the claim was approved.
- 11.5** If you are dissatisfied with the increase or amendment, you may cancel within (1) one month of receiving notification thereof, failing which the increase and or amendment will come into effect.
- 11.6** No amendments or variations of these terms and conditions will be accepted, and no representations made contrary hereto can be relied on, unless approved by the Insurer.
- 11.7** The liability of the Insurer shall be limited to the cover as stated in this policy.

## **12. GENERAL TERMS**

- 12.1** 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.
- 12.2** 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 underwriters.
- 12.3** If we need to send you a written communication, we may send it to either 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 registered mail.
- 12.4** 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.



- 12.5** 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.
- 12.6** We are bound by the terms and provisions of both Section 51 of the Electronic Communications and Transactions Act, 2002 (“ECT Act”) as well as the Protection of Personal Information Act 4 of 2013 (“POPI Act”) regarding the processing of your personal information. We may use necessary legal means to check and validate the information you provide to us.
- 12.6.1** Your information shall be kept confidential, however, we shall disclose it to certain third parties, as required in the normal course of our business, to other insurers for the specific purpose of insurance and to reduce and prevent any form of fraudulent activity, and as may be otherwise legally required by us.
- 12.6.2** Where your personal information is shared with third parties, we ensure that they understand and adhere to the provisions of the POPI Act in so far as it relates to the processing of your personal information and we have privacy agreements in place to ensure adherence to this. We have implemented reasonable security measures to protect your personal information that we process to ensure that your privacy and confidentiality is upheld.
- 12.6.3** In taking out this policy, you have provided us with your personal information and have further consented to us processing your personal information in accordance with the provisions of the POPI Act and you further confirm that the information you have provided us with is accurate and correct. We will retain your personal information only for as long as we are legally required to and will destroy the personal information you have provided to us upon your request or when we are no longer required to retain this information by law.
- 12.6.4** All our case records are kept for a minimum period of 5 years and this is a statutory requirement in terms of FAIS.
- 12.6.5** The information submitted by you will be made available to and processed by our staff where required, as well as our external compliance practice for audit purposes, the Regulator (FSCA) and any Ombud who has jurisdiction
- 12.6.6** This document is to be read together with our Privacy and PAIA Policy which is available on our website and which you are deemed to have read, accepted and agreed to by taking out this policy with us. Should you have any queries or concerns relating to any terms contained in our privacy policy, or should you wish to withdraw your consent to allow us to process your personal information, you may, at any time, send a request in writing to our Customer Care Department at the following email address [info@legalandtax.co.za](mailto:info@legalandtax.co.za).
- 12.6.7** If, at any time, you feel that your personal information has been processed by us without your consent or that your rights in terms of the POPI Act have been violated in any way, you may send a complaint through to our POPI Officer at the following email address [popi@legalandtax.co.za](mailto:popi@legalandtax.co.za) or you may submit your complaint directly to the Information Regulator.



## 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.

### 13. HOW YOUR LEGAL INSURANCE BENEFIT WORKS

- 13.1** The benefit covers you for litigating civil and labour legal court cases, whether you are bringing or defending the case, and for your defence in criminal court cases. There is no cover for Constitutional Court cases. The benefit does not cover everything because there are exclusions and limitations, all of which are set out in 26 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 can help you find an attorney (although you can choose your own, but subject to our approval and according to our tariff who will handle the case for you. The Legal Insurance Benefit will pay for the legal fees only, but will not cover things like damages, security for costs, fines, penalties or bail money. If you lose the case, the benefit will also cover the taxed costs of the other side which are awarded by the Court.

### 14. 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 fact or event which relates 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 fact or event took place, not when knowledge of legal action is contemplated. [Example: You have a motor accident in 2014. In 2015, you become a member. In 2016, you receive a summons relating to the accident in 2014. This is a non-covered prior event as the accident was in 2014 prior to you becoming a member in 2015 (even though you only received the Summons whilst you are an active member in 2016).]
- 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 at the end of month 9.
- 14.3** The Waiting Period applies to Additional family members from the date of their first payment.
- 14.4** Should the facts which are required to prove your case take place over a period of time, it is a requirement that your premiums must be fully paid for the entire period of that time, failing which cover will be declined.

### 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 recent Welcome Letter or annual increase letter.

### 16. 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 one of these conditions are not completely met.

- 16.1** We are entitled to investigate the claim, and you grant us full authority and power of attorney to freely contact any person and or institution, to take statements, and conduct whatever investigations we consider necessary.



- 16.2** The facts must all take place in the Republic of South Africa and the proceedings must be pursued exclusively in the Republic of South Africa.
- 16.3** 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 being unnecessarily incurred.
- 16.4** The claim must relate to you directly, and must be brought exclusively 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, and member of a Close Corporation or Company, officer, trustee, executor, guardian, curator, partner, landlord or similar capacity.
- 16.5** There must be a reasonable prospect of success that you will succeed with your proceedings, and legal action must be the only reasonable way available to resolve the matter. We make these decisions, and if we are in doubt, we refer it to a panel attorney for decision.
- 16.6** 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 it.
- 16.7** 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.
- 16.8** All certificates, information and evidence required by us shall be furnished in the form prescribed.
- 16.9** The party you are proceeding against must be employed or have sufficient assets to pay for any judgment in your favour.
- 16.10** The estimated legal fees cannot be greater than the maximum cover amount, unless you provide security for the balance of the fees.
- 16.11** You cannot be subject to or contemplating sequestration, administration, debt re-arrangement, or anything similar.
- 16.12** Cover cannot be approved orally or over the phone, and must be authorised in writing by the Claims Manager.

## 17. LIMITATIONS

- 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 us.
- 17.5** Any receipt or discharge which the Insured may give to us for any benefit paid under this policy shall be deemed as final and complete discharge of all liability in respect of any and every contingency resulting to the Insured whether resulting before or after the date of such receipt or discharge.





## 18. 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.

## 19. HOW TO REPORT CLAIMS

- 19.1** You must notify us within 3 months of you becoming 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, failing which cover may be declined.
- 19.3** You must complete a claim form in full as requested by us. We will also require all supporting information and evidence required to prove your case; for example, witness statements, expert reports, documents, recordings, and transcripts etc. After receipt of your claim form, we may still request further information if we feel this information will be required or necessary to prove or defend your case. Failure to provide the claim form or further information within a reasonable period (normally 30 days) will result in cover being declined. All costs and expenses incurred in providing us this information or evidence are for your account.

## 20. 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 proceedings. 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, whose decision will be final.

## 21. CLAIM APPROVAL AND APPOINTMENT OF ATTORNEY

- 21.1** We are entitled to investigate the claim, and you grant us full authority and power of attorney to freely contact any person, take statements, and conduct whatever investigations we consider necessary.
- 21.2** We may also refer your claim to a panel attorney to give an opinion regarding the merits of your claim (we refer to this as a "kitsie").
- 21.3** If we are not able to find an alternative resolution of your claim, and provided we have received the claim form (fully completed with all supporting information and evidence) and the panel attorney's opinion (if applicable), we will advise you in writing within 7 days of submitting the completed claim, whether the claim has been approved or rejected.
- 21.4** Cover cannot be approved orally or over the phone, and must be authorised in writing by the claims manager.



- 21.5** 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. If you use an attorney from our panel then all the legal fees will usually be covered by this Policy. This means that, if the maximum cover amount is not exceeded and all the terms and conditions are complied with, you will not have to pay in anything extra. Please note that while we often help members in finding an attorney, we are not obliged to find an attorney for you (this is important to note especially when the proceeding takes place in a smaller city).
- 21.6** 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 our approved Table of Fees set out below (similar to a doctor who charges above Medical Aid rates, where you have to pay the balance).
- 21.7** We will only pay legal fees incurred after we have approved, in writing, the appointment of your attorney.
- 21.8** Once the attorney is appointed, it is very important to note that we fall out of the picture, because the attorney acts on your behalf, not ours. Our only obligations at this stage are (i) to pay for the legal fees in accordance with the Policy and (ii) to assist you in resolving servicing issues with your attorney (notify us as soon as possible if you have a service complaint).
- 21.9** 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.
- 21.10** You may not change attorney without our prior written consent. If you do, you will be liable for the legal fees of the new attorney. Furthermore, if you request the change and we approve it, any fees that are wasted or duplicated by changing attorney will be for your account.
- 21.11** You are required to follow the instructions of the attorney. Should you fail to follow the instructions, cover will be withdrawn.
- 21.12** You may not withdraw from the proceeding without our prior written consent, not to be unreasonably withheld, and failing consent you will be liable for all legal fees incurred since approval of the claim.
- 21.13** If the other side is also a member of ours, we will refer the claim to a panel attorney who will decide the matter as an expert and not arbitrator, and the decision will be final and binding on both of us. The panel attorney will decide what procedures are to be followed, and will finalise the matter within 30 days of referral, if possible.

## **22. 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 thereafter and cover may be withdrawn.
- 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 are only 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.

#### **24. 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 (one hundred and eighty) days from the expiry of the above 90 (ninety) day period to institute legal action to dispute our decision and if you do not, failing which any claim against us will lapse.
- 24.4** Failure to provide the claim form (fully completed with all supporting information and evidence), within 30 (thirty) days of first submitting a claim, will result in cover being declined. All costs and expenses incurred in providing us with information or evidence are for your own account.

#### **25. 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 only pay the legal fees incurred before cancellation.

#### **26. EXCLUSIONS**

We will not pay for any claim that directly or indirectly 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, harassment, adoption, or ownership or monetary disputes. This clause applies to a current or former spouse or partner or life-partner, in-laws (parents, siblings and their spouses/partners/children), child (natural, step or adopted), parent, grand-parent, or sibling. The enforcement or annulment of a court order relating to the foregoing is also excluded.

[\*For Prestige Plus Plan members, the drafting of Antenuptial Contracts is covered if we have received 6 consecutive premiums prior to submission of the claim, and the policy holder resides in Cape Town, Durban, Port Elizabeth and Johannesburg subject to the Panel attorneys availability. Applications must be made at least 8 (eight) weeks prior to the date set for marriage. \*We also cover undefended divorce 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** Deliberate criminal conduct, and all other 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 prescription or non-prescription drugs.
- 26.5** A rejection of a claim or any legal action against us or the attorney.
- 26.6** Appeals and/or reviews.



- 26.7** Claims related to immovable property where the insured is not the registered owner and does not permanently reside in the premises (“your house”). Changing the status, zoning, right of use of your house, amendments to Title Deeds, and similar matters 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 emotional hurt or infringement of personality rights and consequential damages. (e.g. defamation, the right to dignity, privacy, a good name, not to be insulted 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 valid 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. political, 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 or under the jurisdiction of similar regulatory bodies which relate to the provision of services, rates, taxes, water, lights, waste, e-tags or tolls, similar charges, or maintenance of infrastructure (eg roads), or which relate to delays in performance or slackness or appeal and or reviews.
- 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 or subject first to a regulatory body as per 26.11.
- 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 debt review, administration, sequestration, rehabilitation, curatorship, insanity) or similar matters.
- 26.16** Matters where you have received (or will receive) some compensation under an insurance policy or similar cover (eg medical aid, vehicle insurance etc).

## 27. TABLE OF FEES

Legal fees will be paid as set out below. Amounts charged in excess of our 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 an interpreter, witness fees, or transcription of proceedings.
- 27.2** Advocates fees: Advocates fees in the Magistrates’ Court, CCMA, Bargaining Council or Labour Court are not covered. Fees for advocates in the High Court are limited to no more than 3 days in Court, and will not be paid unless (i) our prior written consent is first obtained, and (ii) such fees are taxable and do not exceed what would be allowed on taxation.
- 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.

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- 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 covered. (Whether service is successful or not)

## 28. COMPLAINTS RESOLUTION POLICY

- 28.1 Should you have any complaints, details of our complaints procedure can be found in our Complaint Resolution Policy on our website [www.legalandtax.co.za](http://www.legalandtax.co.za). You may also contact our Customer Care Call Centre.
- 28.2 We request that your complaint be submitted to us in writing within 30 (thirty) days of a dispute arising. Please address your written complaints to the Complaints Officer: [complaints@legalandtax.co.za](mailto:complaints@legalandtax.co.za).
- 28.3 The purpose of the Complaint Resolution Policy is to ensure compliance with the Short Term Insurance Act, Financial Advisory and Intermediary Services Act (FAIS), the Policy Holder Protection Rules and any other applicable legislation. We have embedded the Principals of TCF (Treating Customers Fairly) into our culture and it forms the foundation of our commitment to our policyholders.
- 28.4 TCF was implemented by the Financial Services Board now The Financial Services Conduct Authority (FSCA) to ensure that the fair treatment of customers is embedded within the culture of all financial services providers to ensure customer confidence and offer appropriate products and services with due diligence.
- 28.5 We subscribe to all six outcomes of TCF which are contained in our Complaint Resolution Policy.

The above policy wording and schedule must be read as one document. This policy, however, shall not be invalidated on account of any incorrect statement made in good faith, unless the incorrectness of such statement is of such a nature as to be likely to have materially affected the assessment of the risk under the policy at the time the policy was issued. Please contact our offices should you require any information on any aspect of your policy. A copy of the policy wording can also be viewed via our website at [www.legalandtax.co.za](http://www.legalandtax.co.za) or may be obtained through our Customer Care Call Centre on 0860 587 587.