

**POLICY WORDING – TERMS AND CONDITIONS**

This document sets out the terms and conditions, which govern our relationship and must be read as one document together with the Policy Schedule and any other associated documentation. 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 plan. A copy of the policy wording can also be viewed on our website at [www.legalandtax.co.za](http://www.legalandtax.co.za) or you may contact our Customer Care department.

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 (Protection of Personal Information) 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 A – GENERAL PROVISIONS****1. DEFINITIONS**

- 1.1. **Child/Children:** Your biological, legally adopted, or step-child/children, below 18 (eighteen) years old. Certified proof of birth, or adoption will be required before a claim is accepted on behalf of your child.
- 1.2. **Fact/s:** means all relevant facts (circumstances, acts and omissions) which relate to the pursuit or defence of a Proceeding relating to your legal rights.
- 1.3. **Grace Period:** The interval allowed for the payment of an outstanding premium. The grace period is 20 (twenty) days from the day after your premium was due.
- 1.4. **Insurer:** Centriq Insurance Company Limited (“Centriq”), a licensed non-life insurer and authorised financial services provider (FSP No. 3417).
- 1.5. **Intermediary:** Legal and Tax Services (Pty) Ltd an authorised Financial Services Provider (FSP No. 28566). “We”, “Our” or “Us” may be used interchangeably.
- 1.6. **Legal fees:** means reasonable attorney’s fees, costs and disbursements of a Proceeding necessarily incurred and in accordance with our approved tariff.
- 1.7. **Proceeding:** means the pursuit or defence of a single civil, labour or criminal matter before 1 (one) single South African court of law (Magistrate’s Court or higher), the CCMA, Bargaining Council, or the Labour Court. For Prestige and Prestige Plus members, internal disciplinary hearings may be covered within a metropolitan area (Johannesburg, Cape Town, Pretoria, Durban, or Port Elizabeth)\*. 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.
- 1.8. **Parent:** Your natural, legally adoptive or step-parent, or their spouse.
- 1.9. **Plan:** The Legal Insurance cover as well as any value-added services included in your product.
- 1.10. **Policy:** This document, read together with the Schedule, which governs all aspects of our relationship.
- 1.11. **Policyholder:** The main member and person reflected in the Schedule. A legal entity cannot be the Policyholder. The Policyholder must be a South African permanent resident or be in possession of a valid work or other permit, which allows the Policyholder to remain in South Africa on a long-term basis as required by the Immigration Act. “You” or “Your” may be used with the same meaning.
- 1.12. **Premium:** The amount you are required to pay monthly in advance, in order to enjoy the benefits of the Plan. The premium amount is set out in the Schedule.
- 1.13. **Schedule:** The document with your Welcome Pack to which this Policy is attached. In addition to other important information, the Schedule contains the Cover Amount.
- 1.14. **Spouse:** A partner in marriage, legally recognised civil union or customary marriage concluded in accordance with the applicable South African laws, religion or tradition, which may be subject to registration at the Department of Home Affairs, or a life partner (someone whom you reside with for 6 months or more) and as nominated in writing by the Policyholder. There may only be 1 (one) spouse insured under this Plan at any point in time. Certified written proof of such relationships will be required.
- 1.15. **Value-Added Services (VAS):** These are services and benefits that form part of your Plan over and above the Legal Insurance cover provided by the Insurer. Any value-added service that forms part of this Plan will be indicated next to the relevant heading by using the following format: <sup>[VAS]</sup>
- 1.16. **Waiting period:** The period during which no claims will be paid (see Clause 14).



## 2. WHY YOUR LEGAL PLAN WORKS

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

|                        |  |
|------------------------|--|
| <b>Legal Helpline*</b> | Call our in-house legal advisors during office-hours to get free legal advice on any legal matter. If you are in an emergency or traumatic event such as an accident or an incident that results in a death, you will have access to our after-hours legal advisor.                              |
| <b>Tax Helpline*</b>   | Call our in-house tax advisors during office-hours to get free tax advice. This benefit is not available to Pocket Plus members.   |
| <b>Legal Insurance</b> | This is an insurance cover benefit which will pay an attorney to represent you in court or a Proceeding. There is a 1 (one) month waiting period after the first paid 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. |
| <b>Debt Helpline*</b>  | 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.  |

\* The Helplines can be used immediately, as often as is needed (call 0860 587 587). The Helpline benefits are provided by Legal&Tax.

The Plan has been designed to be:

|                           |  |
|---------------------------|--|
| <b>Affordable</b>         | Once you pay your monthly premium, all services under the Plan are free, with the exception of Debt Counselling.   |
| <b>Easy to use</b>        | Simply pick up the phone and call. We also provide other methods to contact us (see paragraph 2 below).  |
| <b>Focused on quality</b> | 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”. |
| <b>Flexible</b>           | Use for day-to-day queries or any major legal crisis.  |

### OPTIONAL BENEFITS

- **Trauma Assist** <sup>[VAS]</sup> – 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. This service is provided by ER24.
- **TeleTeacher** <sup>[VAS]</sup> – this benefit helps Grade 4 to 12 learners country wide, over the phone in English and Afrikaans between 18h00 and 21h00, Monday to Thursday (excluding public and school holidays). Prestige and Prestige Plus members receive this benefit for free. This service is provided by CIMS.
- **Completion of Tax Returns** <sup>[VAS]</sup> – we complete and process your current Annual Tax Return. Prestige and Prestige Plus members receive this benefit for free. This service is provided by Legal&Tax.

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

## 3. EASE OF USE

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

- Phone 0860 587 587 to speak to an advisor.
- Email [info@legalandtax.co.za](mailto:info@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.

### Office hours

Monday - Thursday: 08h30 – 16h30

Friday: 08h30 – 15h30

We have an after-hours bail advisory service for nights, weekends and public holidays (call 0860 587 587).

## 4. ADDITIONAL BENEFITS FOR PRESTIGE MEMBERS <sup>[VAS PROVIDED BY LEGAL&TAX]</sup>

### BAIL BENEFIT

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



- 4.2 This benefit will be paid provided:
  - 4.2.1 Your premium is fully paid for the prior 6 (six) consecutive months;
  - 4.2.2 The criminal charge against you is brought in a Court within a metropolitan area;
  - 4.2.3 The bail amount does not exceed the covered amount. If it does, and you cannot pay the difference, we will not pay the difference and the benefit will not apply;
  - 4.2.4 Confirmation of cover has been provided to the attorney who attends to the bail application;
  - 4.2.5 The matter is not excluded by paragraph 26 (twenty-six) below.
- 4.3 When the bail amount is refunded, the covered amount must be paid to us, and you hereby authorise your attorney to refund us from the bail amount refunded.

#### **DISCIPLINARY HEARING BENEFIT**

- 4.4 Internal disciplinary hearings may be covered subject to the consent of the employer that the employee may be represented at the hearing.
- 4.5 This benefit is capped at R2 000 per day or a total of R6 000 per case (3 days).
- 4.6 This benefit will be paid provided:
  - 4.6.1 Your premium is fully paid for the prior 12 (twelve) consecutive months;
  - 4.6.2 The hearing against you is brought in a metropolitan area;
  - 4.6.3 The matter is not excluded by paragraph 26 (twenty-six) below.

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

Not just you, but also your Spouse and Children are covered. A legal entity (e.g. a company, trust, partnership) cannot be a member of the Plan, and all insured persons 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, union or life partnership and the date of the facts giving rise to the claim all took place after the expiry of the Waiting Period (see 14 below).

### **6 EXTENDING YOUR PLAN TO OTHER FAMILY MEMBERS**

For an additional (but reduced) premium, you can register up to 3 (three) 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 (eighteen) 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.

- 7.1 After speaking with your advisor, know who has the responsibility to make the next contact.
- 7.2 If your advisor receives new information about your case within 14 (fourteen) 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 (fourteen) 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 your plan within the first 31 (thirty-one) days of inception of your policy (cooling-off period) and we will refund any premium paid. You may need to submit supporting documentation before any refunds are granted.
- 8.2 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 your debit order is returned unpaid by your bank with an unpaid code that requires us to stop debiting your account. We do not refund premiums unless there was no authority to debit your account.
- 8.3 We are also entitled to cancel the Plan at any time on 31 (thirty-one) days written notice, and we are not required to give reasons.
- 8.4 The Plan is automatically cancelled upon notification of the Policyholders death.

### **9 YOUR RETRENCHMENT, UNFAIR DISMISSAL AND MATERNITY BENEFITS** [VAS PROVIDED BY LEGAL&TAX]

- 9.1 If you are retrenched, and have paid all your premiums for the 12 (twelve) months before retrenchment, then the main member will enjoy a 6 (six) month premium-free period. You must provide proof of retrenchment within 1 (one) month of being retrenched. Should a claim related to an event during the 6 (six) months period occur, the premiums for this period will be deducted from the Cover Amount.
- 9.2 If you are unfairly dismissed, and have paid all your premiums for the 12 (twelve) months before the dismissal date, then you, the main member will enjoy a 6 (six) month premium-free period. During such time, your labour matter related to this unfair dismissal may be covered. Should a claim related to an event during the 6 (six) months period occur, the premiums for this period will be deducted from the Cover



Amount. In the event that you have upgraded your Legal Plan less than 12 (twelve) months prior to claiming this benefit, we will cover you on the lower Legal Plan which you were on previously.

- 9.3 If you plan on taking maternity leave, and have paid all your premiums for the 12 (twelve) months before such leave, the main member will enjoy a 4 (four) month premium-free period. You must provide proof within 1 (one) month of taking leave. Should a claim related to an event during the 4 (four) months period occur, the premiums for this period will be deducted from the Cover Amount. In the event that you have upgraded your Legal Plan less than 12 (twelve) months prior to claiming this benefit, we will cover you on the lower Legal Plan which you were on previously.

\*\*If you are a Prestige or Prestige Plus plan member, we will assist you with your Unemployment Insurance Fund (UIF) submission to the Department of Labour, and with your UIF claims during your maternity leave.

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

- 10.1 You must pay the amount due (which is set out in your Schedule) monthly in advance (“the Premium”). Your Plan may include a once-off legal services activation fee due to us, which will be set out in the Welcome Pack. The Plan will automatically continue for 1 (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 (twenty) day grace period to pay the premium. If the premium is not paid within the grace period, 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 may be subject to a new Waiting Period.
- 10.4 If your debit order is unpaid on 2 (two) 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 helpline 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 a new Welcome Pack 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.

## 11 ANNUAL INCREASE

- 11.1 We may increase the premium each year by an amount not exceeding 10%. The maximum Cover Amount will increase by an approximate 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.
- 11.2 If you are unhappy with the increase, you may select a less expensive Plan (if applicable), or you may cancel within 1 (one) month of receiving notification thereof, failing which the increase will come into effect.
- 11.3 If your case has been approved (see 21 below), the maximum Cover Amount (see 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.

## 12 GENERAL TERMS

- 12.1 We can amend these terms and conditions on 1 (one) month’s written notice. If you are unhappy with the amendment, you may cancel within 1 (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 approved by the Insurer.
- 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 (twenty-four) hours of email or SMS, and within 3 (three) days if sent by letter.
- 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.



## 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, a licensed non-life insurer and authorised financial services provider (Registration Number: 1998/007558/06; FSP No: 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, labour, criminal legal Proceedings, whether you are bringing or defending the case. 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 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 a panel attorney (although you can choose your own) who will handle the case for you. The Legal Insurance benefit will pay for the legal fees only, but will not cover costs like damages, security for costs, fines or penalties. If you lose the case, the Legal Insurance benefit will also cover the taxed costs of the other side if awarded by the court.

### 14 WAITING PERIOD AND PRIOR EVENTS

- 14.1 There is a 1 (one) month Waiting Period after your first paid premium. This means that if you pay the premium in month 1 (one), you will only be covered upon payment of your 2nd premium in month 2 (two). In other words, if any fact 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 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 (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 (one) to 6 (six), but in month 7 (seven) you are unpaid, and payments are made from month 8 (eight) onwards, then you will be subject to another Waiting Period in month 8 (eight), and will only come into cover again in month 9 (nine).
- 14.3 The Waiting Period applies to parents and 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 rejected.

### 15 MAXIMUM COVER AMOUNT

The maximum Cover Amount payable for any 1 (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 Pack, Schedule 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 1 (one) of these conditions are not completely met.

- 16.1 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.
- 16.2 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 being unnecessarily incurred.
- 16.3 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, member of a Close Corporation, officer, trustee, executor, guardian, curator, partner, landlord or similar capacity.
- 16.4 There must be a reasonable prospect of success that you will succeed in your Proceeding or court, and court action must be the only reasonable way available to resolve the matter. If prospects of success are questionable, we may refer it to a panel attorney for an opinion ("kitsie").
- 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 it.
- 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 have a confirmed physical or primary residence, be employed or have sufficient assets to pay for any judgment in your favour, failing which cover may be rejected. In the event of you not being able to provide the aforesaid information, we may refer you to a tracing agency, however such costs are for your own account.
- 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, or anything similar.



## 17 LIMITATIONS

- 17.1 You can only pursue 1 (one) Proceeding for 1 (one) set of facts.
- 17.2 The maximum Cover Amount will apply to 1 (one) set of facts, even if other members of your family are also involved in those set of facts.
- 17.3 If flowing from 1 (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.

## 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 (three) 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 (three) 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 in court; 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 to prove or defend your case.
- 19.4 After receipt of your completed claim, 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 further information within a reasonable period, normally 30 (thirty) days, will result in the closure of your file. If at a later stage, the further information is received, the claim may be rejected if we have been prejudiced. All costs and expenses incurred in providing us this information or evidence is 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 equal to but not more than the amount proven by either party.
- 20.3 If you disagree with any of our recommendations or instructions, then upon written request from you we will instruct our internal Complaints Officer or 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 ("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 within 7 (seven) days in writing 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, a panel 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 outside a metropolitan area).
- 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 the 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. You must communicate directly with your attorney. Our only obligation during and at the end of your case is to pay for the legal fees in accordance with the Policy. Claims and complaints against the panel attorney must be referred directly to the applicable Law Society.
- 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 attorneys 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 and us. Should you fail to follow the instructions, cover will be withdrawn.
- 21.12 You may not withdraw from the case 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 case to our internal Complaints Officer or 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 Complaints Officer or panel attorney will decide what procedures are to be followed, and will finalise the matter within 30 (thirty) days of referral, if possible.

## 22 SETTLEMENT BY ATTORNEY

- 22.1 If, in the opinion of the panel 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 panel attorney believes is fair and reasonable, then we will no longer pay any further legal fees incurred thereafter.
- 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 (thirty) 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 (ninety) days to make written representations to us, to be marked for the attention of the Complaints Officer. We will respond in writing within 14 (fourteen) 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, you will no longer have any claim.

## 25 COVER STOPS IF YOU CANCEL

If you cancel your Plan and you already have a claim which has been approved, we may no longer be responsible to pay the legal fees incurred after you cancel the Plan or upon the removal of a Spouse or additional family member, cover may be withdrawn. We will still pay the legal fees incurred up to and 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 Prior events.
- 26.2 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.
- 26.3 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 (and their spouses/partners/children). The enforcement or annulment of a court order relating to the foregoing is also excluded.



\*For Prestige and Prestige Plus Plan main members, unopposed divorce is covered if we have received 6 (six) 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 opposed, cover will immediately cease.

\*\*For Prestige Plus Plan main members, opposed divorce may be covered up to a capped all-inclusive amount of R10 000 per case if we have received 12 (twelve) consecutive / equivalent premiums prior to submission of the claim. The opposed divorce cover benefit entitles the main member only to assistance in opposed divorce matters (where a settlement has not been reached and an appearance to defend has been entered). Cover is subject to the issues in dispute being reasonable and fair which include but are not limited to maintenance, care, contact and proprietary interests.

\*\*\*For Prestige and Prestige Plus Plan main members, maintenance matters may be covered up to a capped all-inclusive amount of R850 per case on unopposed maintenance applications, and R3 350 per case on opposed maintenance applications. Cover is subject to the issues in dispute being reasonable and fair, and only if we have received 12 (twelve) consecutive / equivalent premiums prior to submission of the claim.

- 26.4 Deliberate criminal conduct, and all other criminal conduct unless you have a strong and valid 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.
- 26.5 Any conduct where you were under the influence of or affected by alcohol or drugs.
- 26.6 A rejection of a claim or any legal action against us or the panel attorney.
- 26.7 Appeals and/or reviews.
- 26.8 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, 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.
- 26.9 Claims related to emotional hurt or infringement of personality rights (e.g. defamation, the right to dignity, privacy, a good name, not to be insulted etc). Claims related to harassment may only be entertained if such conduct is life threatening or a recognised medical expert report can be provided in support of severe emotional damage.
- 26.10 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.
- 26.11 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.
- 26.12 Claims related to government, a municipal body, or similar body or structure which relate to the 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.
- 26.13 Matters which are administrative in nature or involve the drafting of documents, including but not limited to conveyancing, deceased estates\*, marriage contracts\*, tax, and similar matters.

\*For Prestige and Prestige Plus Plan members who also hold a Prestige funeral policy with us, disbursement fees towards lodging a deceased estate of the Policy Holder or their spouse, may be covered up to a capped amount of R2 000 for a S18(3) estate or R4 000 for an estate with the Master of the High Court, if we have received 12 (twelve) consecutive / equivalent premiums prior to submission of the claim. Applications must be made within 10 (ten) days of the death.

\*\*For Prestige Plus Plan members, Ante Nuptial Contract (ANC) is covered after receiving 6 (six) consecutive premium payments. Applications must be made at least 8 (eight) weeks prior to the date set for marriage.

- 26.14 Matters that are trivial, or have a monetary value less than the limit of the Small Claims Court.
- 26.15 Debt management or failure by you to discharge a debt lawfully due by you.
- 26.16 Applications relating to the status of a person (e.g. sequestration, rehabilitation, curatorship, insanity) or similar matters.
- 26.17 Matters where you have received (or will receive) some compensation under an insurance policy or similar cover (e.g. medical aid, vehicle insurance etc).
- 26.18 Constitutional Court and Tribunal matters.

## 27 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 an interpreter, witness fees, or transcription of proceedings.
- 27.2 Advocates fees: Advocates fees in the Magistrates' Court or Labour Court are not covered. Fees for advocates in the High Court are limited to no more than 3 (three) 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.
- 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.

## 28 TREATING CUSTOMERS FAIRLY (TCF)

- 28.1 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.
- 28.2 We subscribe to all 6 (six) outcomes of TCF which are as follows:
- **Outcome 1:** Customers are confident that they are dealing with providers where the fair treatment of customers is central to the provider's culture.
  - **Outcome 2:** Products and services marketed and sold in the retail market are designed to meet the needs of identified customer groups and are targeted accordingly.
  - **Outcome 3:** Customers are given clear information and are kept appropriately informed before, during and after the time of contracting.
  - **Outcome 4:** Where customers receive advice, the advice is suitable and takes account of their circumstances.
  - **Outcome 5:** Customers are provided with products that perform as providers have led them to expect, and the associated service is both of an acceptable standard and what they have been led to expect.
  - **Outcome 6:** Customers do not face unreasonable post-sale barriers to change products, switch providers, submit a claim or make a complaint.

## 29 COMPLAINTS

- 29.1 The purpose of the Complaint Resolution Policy is to ensure compliance with the Short- and Long-Term Insurance Act, Financial Advisory and Intermediary Services (FAIS) Act, the Policyholder Protection Rules and any other applicable legislation.

### HOW TO SUBMIT A COMPLAINT

- 29.2 We request that your complaint be submitted to us in writing within a reasonable time (normally 30 (thirty) days) of a complaint arising. Please address your written complaints to the Complaints Officer: [complaints@legalandtax.co.za](mailto:complaints@legalandtax.co.za). It can also be submitted either by hand, post, or fax to the contact details that appear at the bottom of this page. The complaint should contain sufficient detail regarding:
- 29.2.1 The full names, ID/ passport number and contact details of the complainant;
- 29.2.2 The full names, ID/passport number and contact details of the client (if different from the complainant);
- 29.2.3 Full details of the policy or policy number, where applicable;
- 29.2.4 Specific details about the nature of the complaint, which would include sufficient facts, dates and supporting documentation to enable us to deal with the complaint quickly and fairly.

### WHAT WILL HAPPEN ONCE A COMPLAINT IS MADE

- 29.3 The following is a step-by-step guideline of how a complaint will be dealt with, once received by us:
- 29.3.1 The complaint will be acknowledged within 24 (twenty-four) hours of receipt.
- 29.3.2 It will be assessed and, if a valid complaint, will be logged into our central complaints register. The complaint will be allocated to our trained and skilled Complaints Officer.
- 29.3.3 The Officer will investigate and revert to you with our findings within 5 (five) to 10 (ten) business days. You may be requested to provide additional information before we provide you with a final resolution. If we require further time to investigate the complaint, this will be communicated to you in writing.
- 29.3.4 You will receive a response in writing or verbally with full reasons.



- 29.3.5 Legislation requires us to advise the complainant in writing within 6 (six) weeks of receiving the complaint if the complaint cannot be resolved and the reasons why the complaint could not be resolved. In the event that the complaint cannot be resolved, you may have recourse to the following, whichever is applicable:
- 29.3.5.1 Refer the matter to the Insurer being Centriq Insurance Company Limited, a licensed non-life insurer and authorised financial services provider for attention Complaints Department on [claimskomplaints@centriq.co.za](mailto:claimskomplaints@centriq.co.za).
  - 29.3.5.2 Refer the matter to the FAIS Ombud within 6 (six) months of notification that the complaint cannot be resolved or within 6 (six) months of our failure to deal with a complaint. You may file the Complaint on their website [www.faisombud.co.za](http://www.faisombud.co.za) or you may contact them on +27 (12) 470 9080.
  - 29.3.5.3 Refer the matter the Ombudsman for Short Term Insurance. You may file the Complaint on their website [www.osti.co.za](http://www.osti.co.za) or you may contact them on +27 (11) 726 8900.
  - 29.3.5.4 Seek legal advice from an attorney regarding any legal action that may be taken.
  - 29.3.5.5 Refer the matter for conciliation.

### 30 PERSONAL INFORMATION AND COMMUNICATIONS

- 30.1 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 any necessary legal means to check and validate the information you provide to us.
- 30.2 Your information shall be kept confidential. However, we may 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 otherwise as may be legally required by us.
- 30.3 Where your personal information is shared with third parties, we endeavour to 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 endeavour to 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.
- 30.4 In taking out this Plan, 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 is accurate and correct. We will destroy your personal information that you have provided to us upon your request.
- 30.5 All our case records are kept for a minimum period of 5 (five) years, which is a statutory requirement in terms of FAIS.
- 30.6 The information submitted by you will be made available to and processed by our staff where required, as well as our external compliance officer for audit purposes, the Regulator (FSCA) and any Ombud who has jurisdiction.
- 30.7 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 agreed to by taking out this Policy. 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 to [info@legalandtax.co.za](mailto:info@legalandtax.co.za).