

POLICY WORDING – TERMS AND CONDITIONS

This Policy Document sets out the terms and conditions which regulates our relationship and must be read as one document together with your policy Schedule and any other associated documentation. This Policy, shall not be invalidated if any incorrect statement is made in good faith, unless the error of such a statement is likely to have materially affected the assessment of the risk under the Policy at the time the Policy was issued. Please contact our offices if you require any information regarding your Plan. A copy of your Policy Document can also be viewed on our website at www.legalandtax.co.za/compliance or requested from our Customer Service Department by calling [0860 587 587](tel:0860587587).

If 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, you may send a complaint through to our Information Officer at the following email address: popi@legalandtax.co.za, or you may submit your complaint directly to the Information Regulator.

SECTION A – GENERAL PROVISIONS

1 DEFINITIONS

In this Policy, the following words and expressions have the following meanings:

- 1.1 **Child/Children:** Your biological, legally adopted, or step-child/children. Up to 5 (five) unmarried children below 18 (eighteen) years old can be covered under your Policy. Certified proof of your relationships will be required.
- 1.2 **Fact/s:** Means all relevant facts (circumstances, acts and omissions) which relate to a Proceeding relating to your legal rights.
- 1.3 **Grace Period:** The period allowed for the payment of an outstanding Plan Fee. The Grace Period is 20 (twenty) days from the date you receive written notice that we have not received your payment. In the event of a claim during the Grace Period, the outstanding Plan Fee may be deducted from the cover amount payable.
- 1.4 **Insurer:** Centriq Insurance Company Limited (“Centriq”), a licensed non-life Insurer and authorised Financial Services Provider (FSP No. 3417).
- 1.5 **Insurance Premium:** The amount included in the Plan Fee and to be paid for the legal insurance benefit.
- 1.6 **Insured Person/s:** This is any person listed on the policy Schedule as being covered by the Policy, and which satisfies the definitions of a Policyholder, Spouse, and Child or other family members added to your Plan.
- 1.7 **Intermediary:** Legal and Tax Services (Pty) Ltd, authorised by the Insurer to market and administer the Policy as the non-mandated Intermediary, is an authorised Financial Services Provider (FSP No. 28566). “We”, “Our” or “Us” may be used interchangeably.
- 1.8 **Legal Fees:** Means reasonable attorney’s fees, costs and disbursements of a Proceeding necessarily incurred and in accordance with our approved tariffs.
- 1.9 **Metropolitan Area:** For the purposes of the Policy Metropolitan Areas are deemed to be within Cape Town, Durban, Gqeberha, Johannesburg and Pretoria.
- 1.10 **Parent/s:** Your biological, legally adoptive or stepparent, or their spouse. Certified proof of your relationships will be required.
- 1.11 **Plan:** The legal insurance benefit for cover of Legal Fees and VAS (Value-added Service) benefits.
- 1.12 **Plan Fee:** The total amount you are required to pay monthly in advance, in order to enjoy both the insurance and VAS (Value-added Service) benefits of the Plan.
- 1.13 **Policy:** This document, read together with the Schedule, which governs all aspects of our relationship.
- 1.14 **Policyholder:** The main insured person reflected in the policy 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.
- 1.15 **Proceeding:** Means the pursuit or defence of a single civil or labour matter, or the defence of a criminal matter, before 1 (one) single South African court of law (Magistrate’s Court or higher), the CCMA, Bargaining Council,



or the Labour Court (excluding private Arbitrations). For Prestige and Prestige Plus Plans, internal disciplinary hearings may be covered within a Metropolitan Area. The Policy may not cover any step in the proceeding that involves or relates to any event which needs to take place (in part or whole) outside the Republic of South Africa.

- 1.16 **Schedule:** The document to which this Policy is attached that contains important information on the Insured Persons, Plan benefits, Plan Fees payable and the cover amount.
- 1.17 **Sibling:** Your biological, legally adoptive or stepbrother or stepsister. Certified proof of your relationships will be required.
- 1.18 **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 (six) months or more) and as nominated by the Policyholder. There may only be 1 (one) Spouse insured under this Policy at any point in time. Certified proof of your relationship will be required.
- 1.19 **Value-Added Services (VAS):** These are non-insurance benefits that form part of your Plan over and above the legal insurance benefit underwritten by the Insurer. Any Value-added Service that forms part of a Plan will be indicated on an annexure to this document, titled "Value-Added Services Guide".
- 1.20 **Waiting period:** The period during which no claims will be paid (see clause 14).

2 WHY YOUR LEGAL PLAN WORKS

- 2.1 Your Plan is designed to give you and your family essential and affordable legal cover and assistance. The Plan gives you access to a legal insurance benefit and a variety of Value-Added services.
- 2.2 The legal insurance benefit provided by the Insurer is to pay towards Legal Fees for an attorney to represent you in a Proceeding. There is a 1 (one) month waiting period after the first paid Plan Fee. This benefit is limited to terms and conditions set out below in Section B.

3 EASY TO USE

We have a variety of ways for you to access your benefits:

- Phone 0860 587 587 to speak to us.
- Email info@legalandtax.co.za.
- SMS the word "law" to the short code 31690. We will call you.
- WhatsApp the word "hi" to [+27 \(71\) 526 8527](https://wa.me/27715268527) to speak to our Help Bot.
- Website – go to www.legalandtax.co.za and enter your message directly on our site.

Our Customer 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 a Helpline advisor immediately.

OFFICE HOURS

Monday – Thursday: 08h30 – 16h30

Friday: 08h30 – 15h30

For our after-hours bail advisory service call [0860 587 587](tel:0860587587).

4 ADDITIONAL BENEFITS

BAIL BENEFIT

- 4.1 While the after-hours bail service (bail application only) applies to all Insured Persons, Prestige Plans offer a cash benefit to be utilised to pay bail amounts. Prestige Plans provide yearly a maximum bail amount of R2 500, while Prestige Plus Plans provide a yearly maximum of R5 000 ("the cover amount").
- 4.2 This benefit may be paid provided:
 - 4.2.1 Your Plan Fee has been fully paid for the previous 6 (six) consecutive / equivalent 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 above cover amount. If it does, and you cannot pay the difference, the benefit may not apply;
 - 4.2.4 Confirmation of cover has been provided by us 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 If the bail amount is refunded by the court, the cover amount must be repaid to us, and you hereby authorise your attorney to pay us the amount refunded.

DISCIPLINARY HEARING BENEFIT

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

5 ONE PLAN PROTECTS THE WHOLE FAMILY

- 5.1 You, your Spouse and Children are covered. A legal entity (e.g. a company, trust, partnership) cannot benefit from the Policy, and all Insured Persons must be a South African permanent resident or be in possession of a valid work permit or other permit, which allows them to remain in South Africa on a long-term basis as required by the Immigration Act. If your Spouse wishes to make use of the insurance benefit, the date of your marriage, union or life partnership must be before the date of the facts giving rise to a claim, and the event date took place after the expiry of the Waiting Period (see 14 below).

6 EXTENDING YOUR PLAN TO OTHER FAMILY MEMBERS

- 6.1 For an additional (but reduced) fee, you can register up to 4 (four) family members to be covered under your Plan (this does not include their families). The additional family member may be a Parent, Sibling or Child over 18 (eighteen) years old.

7 WHEN USING OUR SERVICES, STAY IN TOUCH WITH YOUR ADVISOR

Due to high call volumes, we need you to follow the below contact guidelines:

- 7.1 After speaking with your advisor, confirm who has the responsibility to make the next contact.
- 7.2 If your advisor receives new information about your matter, they must contact you within 5 (five) business days. Make sure your contact details are always up to date.
- 7.3 If you have not heard from your advisor within 7 (seven) business days, contact our Customer Service Department.

8 HOW TO CANCEL YOUR PLAN

- 8.1 You may cancel your Policy within the first 31 (thirty-one) days of receiving your Policy Document (cooling-off period) and we may refund any Plan Fee paid. You may need to submit supporting documentation before any refunds are processed.
- 8.2 You may cancel at any time after the cooling-off period and you can either call us or send a written request. The Policy will automatically be cancelled if your debit order is returned unpaid by your bank with an unpaid code that authorises us to stop debiting your account. We do not refund Plan Fees outside of the cooling-off period unless there was no consent to debit your account.
- 8.3 We are also entitled to cancel the Policy at any time with 31 (thirty-one) days written notice, without reasons.
- 8.4 The Policy is automatically cancelled upon notification of the Policyholder's death.

9 YOUR RETRENCHMENT, UNFAIR DISMISSAL AND MATERNITY BENEFITS

- 9.1 If you are retrenched, and have fully paid all your Plan Fees for the previous 12 (twelve) months consecutively / equivalent before retrenchment, then the Policyholder may enjoy a 6 (six) month payment-holiday. You must provide proof of retrenchment within 1 (one) month of being retrenched. Should a claim related to an event occur during the payment-holiday, the Plan Fees for this period will be deducted from the applicable cover amount.
- 9.2 If you are unfairly dismissed, and have fully paid all your Plan Fees for the previous 12 (twelve) months consecutively / equivalent before the dismissal date, then the Policyholder may enjoy a 6 (six) month payment-



holiday. During such time, your labour matter related to this unfair dismissal may be covered. Should any other claim related to an event occur during the payment-holiday, the Plan Fees for this period will be deducted from the applicable cover amount.

- 9.3 If you plan on taking maternity leave, and have fully paid all your Plan Fees for the previous 12 (twelve) months consecutively / equivalent before taking such leave, the Policyholder may enjoy a 4 (four) month payment-holiday. You must provide proof within 1 (one) month of taking leave. Should a claim related to an event occur during the payment-holiday, the Plan Fees for this period will be deducted from the applicable cover amount.
- 9.4 In the event that you have upgraded your Plan less than 12 (twelve) months prior to claiming the dismissal or maternity benefit, we will cover you on the lower Plan which you were on previously.

10 MONTHLY PLAN AND PAYMENT TERMS

- 10.1 You must pay the Plan Fee (which is set out in your policy Schedule) monthly, in advance. Your Plan includes a once-off legal services activation fee due to us. The Policy will automatically continue for 1 (one) month at a time, until cancelled.
- 10.2 If your payment date falls on a weekend or public holiday, we may process your payment either shortly before or shortly after the weekend or public holiday.
- 10.3 If your Plan Fee is unpaid, you will have a 20 (twenty) day Grace Period to pay the outstanding Plan Fee, which period will run from the date we notify you of non-payment. We will debit your account again to collect the next monthly Plan Fee. If the debit order is met, your insurance benefit starts again from that payment, and you may be subject to a new Waiting Period if not previously satisfied.
- 10.4 If your Plan Fee is unpaid on 2 (two) successive due dates, we will automatically apply the Protector benefit to your Plan, which is designed to keep you legally protected at a lower fee and cover amount. This means that your Policy will remain active and you will still be able to get Helpline advice and assistance^[VAS] but the insurance benefit will be limited to labour matters only, and the cover amount will be reduced to the Protector cover amount applicable at the time. Details will be communicated to you. If your first Protector payment is unpaid, your Policy will automatically be cancelled and we will not debit you again.
- 10.5 If you wish to reinstate your Policy, you may do so within 2 (two) months of it being cancelled, but you may be subject to a new Waiting Period if not previously satisfied.
- 10.6 Should a claim related to an event occur during an unpaid period, any Plan Fees missed will be deducted from the applicable cover amount.

11 ANNUAL INCREASE

- 11.1 We may increase the Plan Fee each year by an amount not exceeding 10% based on product review performance or benefit additions. The maximum cover amount and Premium may increase by an approximate corresponding percentage provided that it does not exceed that allowed by legislation. You will have 31 (thirty-one) days' notice before the increase takes effect.
- 11.2 If you are dissatisfied with the increase, you may select a more affordable Plan (if applicable), or you may cancel, failing which the increase will come into effect.
- 11.3 If your claim has been approved (see clause 21 below), the maximum cover amount may not increase due to the annual increase in your Plan Fee, but will remain at the amount applicable when the claim was approved.

12 GENERAL TERMS

- 12.1 We can amend these terms and conditions with 31 (thirty-one) days' written notice. If you are unhappy with the amendment, you may cancel, 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 upon, unless approved by the Insurer.
- 12.3 If we need to send you written communication, we may send it to either your last known email address or SMS number. If you have no email, we can 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 an email or SMS, and within 3 (three) business days if sent by post.
- 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



services by any of the aforementioned up to a maximum amount of 500 (five hundred) times the monthly Plan Fee. 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 repudiation of a claim or any delays in not approving a claim under the 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 may not enforce it thereafter.

SECTION B – YOUR LEGAL INSURANCE BENEFIT

The following terms and conditions apply only to the insurance benefit. Your Insurer, the underwriter of this Policy, is Centriq Insurance Company Limited, a licensed non-life Insurer and authorised Financial Services Provider who has authorised us as a non-mandated Intermediary to administer and pay claims on their behalf.

13 HOW YOUR LEGAL INSURANCE BENEFIT WORKS

- 13.1 You are covered for litigating Proceedings, whether you are pursuing or defending the matter subject to exclusions and limitations, all of which are set out below.
- 13.2 If the claim is approved, we can help you find an attorney (or you can choose your own) to represent you. The insurance benefit will pay for the Legal Fees only, and will not cover costs like damages, security for costs, fines or penalties. If you lose a Proceeding, the insurance benefit may cover the taxed costs of the other side only if so awarded by the Court.

14 WAITING PERIOD AND PRIOR EVENTS

- 14.1 There is a 1 (one) month Waiting Period after your first paid Plan Fee. This means you will only be covered after payment of your 2nd monthly Plan Fee. In other words, if any fact which relates to an event took place during or before a Waiting Period (a 'prior event'), you will not be covered.
- 14.2 The Waiting Period applies to additional family members from the date of the first payment that the additional fee is due.
- 14.3 Should the facts which are required to prove your claim take place over a period of time, it is a requirement that your Plan Fees must be fully paid for the entire period of that time, failing which cover may be repudiated.

15 MAXIMUM COVER AMOUNT

- 15.1 The maximum cover amount payable for any 1 (one) Proceeding cannot exceed the monetary value of the dispute with the other party, nor the maximum cover amount applicable at the time.

16 CONDITIONS FOR COVER

The following are conditions which have to be met before a claim can be approved. Even after approval, cover may be withdrawn or repudiated if any 1 (one) of these conditions are not completely satisfied:

- 16.1 The facts and the Proceeding must all take place and be pursued exclusively within the Republic of South Africa.
- 16.2 You must, where possible, take all reasonable and responsible steps to protect your rights and interests, and to prevent a claim or avoid Legal Fees from being unnecessarily incurred.
- 16.3 The claim must relate to you directly, and must be brought exclusively in your personal 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, curator, business partner, landlord or similar capacity.
- 16.4 There must be reasonable prospects of success that you will succeed in your Proceeding, and legal action must be the only reasonable and available way to resolve the matter. If prospects are questionable, we may refer it to an attorney for a professional opinion.
- 16.5 You must be truthful and not withhold any information related to a claim even if not asked for it. Failing to do so may result in your cover being withdrawn or repudiated.
- 16.6 The party you are proceeding against must be identifiable, have a confirmed physical or primary residence, generate or receive an income or have sufficient assets to pay for any judgment in your favour, failing which



cover may be withdrawn or repudiated. In the event of you not being able to provide the aforesaid information, we may at our discretion appoint a tracing agency.

16.7 You cannot be subject to, or contemplating sequestration, administration, curatorship or anything similar.

17 LIMITATIONS

17.1 You can only pursue 1 (one) Proceeding for 1 (one) set of facts to an event at a time.

17.2 The 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, your claim can be repudiated.

17.4 We will not pay Legal Fees which are unnecessarily incurred as a result of your unreasonable actions or which arise as a result of you not co-operating with an attorney, or with us.

18 COSTS INCURRED WITHOUT APPROVAL

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

19 HOW TO REPORT CLAIMS

19.1 You must notify us within 3 (three) months of you becoming aware of the first fact giving rise to a claim. We may not accept late notification.

19.2 Special attention must be given to legal documents which you receive that require your compliance (e.g. summons, dismissal letter from your employer, letter of demand etc). A copy must be given to us before any such notices lapse, failing which cover may be repudiated.

19.3 You must complete a claim sheet in full, as requested by us with all supporting information and evidence required to prove your claim, for example, witness statements, expert reports, documents, recordings, transcripts, etc.

19.4 After receipt of your completed claim sheet, we may still request further information should we feel this information will be required or necessary to prove or defend your claim. Failure to provide further information within a reasonable period, normally 30 (thirty) days, may result in the closure of your claim until such time as you comply. If at a later stage, the further information is received, the claim may be repudiated if policy conditions are not satisfied or you have no prospects of success.

20 ALTERNATIVE RESOLUTION OF CLAIMS

20.1 We may instruct that an alternative course of action be followed before approving a claim, if such a course of action may lead to settlement or resolution of the claim without formal legal Proceedings.

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 claim amount proven by either party.

20.3 If you disagree with any of our recommendations or instructions, then you may request in writing that our internal Complaints Officer or an attorney appointed by us, reviews and decides on the matter, whose decision will be final and binding.

21 CLAIM APPROVAL AND APPOINTMENT OF AN ATTORNEY

21.1 We are entitled to investigate each 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 If we are not able to find an alternative resolution for your claim, and provided we have received the claim sheet (fully completed with all supporting information and evidence) and the attorney's opinion (if applicable), we will advise you within 7 (seven) business days thereof, in writing, whether the claim has been approved or repudiated.

21.3 Cover cannot be approved orally or over the phone, and must be authorised in writing.

21.4 If your claim is approved, an attorney may be appointed to handle your Proceeding. If you use an attorney from our panel then all the Legal Fees will be covered in terms of our approved tariffs. While we often try our best in



finding an attorney, we are not obliged to should your claim be on short notice or is outside of a recognised Metropolitan Area.

- 21.5 You may wish to select your own attorney and if you do, be aware that you will have to pay the attorney anything charged in excess of our approved tariffs (similar to a doctor who charges above Medical Aid rates, where you have to pay the balance).
- 21.6 Once the attorney is appointed, it is very important to note that the attorney then acts on your behalf, not ours. You must communicate directly with your attorney. Claims and complaints against an attorney must be referred directly to the Legal Practice Council.
- 21.7 You agree that the attorney can keep us fully informed at all times on the progress of your Proceeding, and let us have any information which may be relevant to whether your claim should continue to be covered or not.
- 21.8 You may not change attorneys without our prior written consent, failing which, you will be personally 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 attorneys will be for your personal account.
- 21.9 You may not withdraw from the proceeding without first notifying us, failing which, you will be liable for all Legal Fees incurred since approval of the claim.
- 21.10 If the other litigating party also has a Policy with us, we can refer the case to our internal Complaints Officer or an attorney who will decide the matter as an expert and not arbitrator, and the decision will be final and binding on all parties. The Complaints Officer or an attorney appointed by us will decide what procedures are to be followed, and must finalise the matter within 30 (thirty) days of referral, if possible.

22 SETTLEMENT BY ATTORNEY

- 22.1 If, in the opinion of an attorney, a claim is at any time capable of being settled, you are required to co-operate and assist the attorney (as far as is reasonably possible) to resolve the matter.
- 22.2 If you unreasonably reject a settlement proposal that an attorney believes is fair and in your best interest, then cover may be withdrawn or repudiated.
- 22.3 If you accept a settlement with the recovery of Legal Fees, then any amount that is recovered on your behalf must be paid back to us.
- 22.4 We do not pay the costs of the other litigating party in settled matters.

23 PAYMENT OF LEGAL FEES AND COSTS RECOVERED

- 23.1 You must notify us within 30 (thirty) days of receipt of any account received for Legal Fees by an attorney, failing which we may not be required to pay such fees.
- 23.2 We are only obliged to pay Legal Fees in terms of our approved tariffs and at the conclusion of a Proceeding.
- 23.3 If legal costs are awarded in your favour or are otherwise recovered, such fees must be paid to us.

24 CLAIM REPUDIATION

- 24.1 If cover is not approved and your claim is repudiated, you will be notified in writing, and we will provide detailed reasons for such a decision.
- 24.2 If you wish to appeal the repudiation, you will have 90 (ninety) days to make written representations to us or the Insurer (complaints@centrig.co.za). You may also lodge a complaint to the FAIS Ombud, to the National Financial Ombud Scheme or Financial Sector Conduct Authority.
- 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 any decision and if you do not, you may no longer have any claim.

25 COVER IF YOU CANCEL

- 25.1 If your Policy is cancelled or upon the removal of a Spouse, Child or additional family member, and you already have a claim which has been approved, we will pay the Legal Fees incurred for the authorised Proceeding in accordance with the approved tariff by us.

26 EXCLUSIONS

We will not cover any claim and pay for Legal Fees that directly or indirectly arise out of or are 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. Criminal action arising out of the foregoing is also excluded.
- 26.3 Marriage, past or present affectionate relationships, divorce^{1/2}, child care or access, guardianship, maintenance³, 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 (biological, step or adopted), cousins, nieces, nephews, 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.
- ¹**For Prestige and Prestige Plus Plan Policyholders only**, unopposed divorce is covered if we have received payment of 6 (six) consecutive / equivalent Plan Fees prior to submission of a claim. This benefit does not include the cost of delays or postponements unreasonably caused by either of the parties to the divorce. If the divorce becomes opposed, cover may be withdrawn or repudiated.
- ²**For Prestige Plus Plan Policyholders only**, opposed divorce may be covered up to a capped, all-inclusive amount if we have received payment of 12 (twelve) consecutive / equivalent Plan Fees prior to submission of a claim. This benefit offers assistance in opposed divorce matters where a settlement has not been reached and an appearance to defend is intended. 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.
- ³**For Prestige and Prestige Plus Plan Policyholders only**, new maintenance applications may be covered up to a capped all-inclusive amount on unopposed maintenance applications, as well as opposed maintenance applications. Cover is subject to the issues in dispute being reasonable and fair, and only if we have received payment of 12 (twelve) consecutive / equivalent Plan Fees prior to submission of a 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 may be excluded.
- 26.5 Any conduct where you were under the influence of or affected by alcohol or drugs.
- 26.6 A repudiation of a claim or any legal action against us or an attorney.
- 26.7 Appeals and/or reviews.
- 26.8 Claims related to immovable property, other than your full-time permanent primary 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 the eviction or any other action related to it.
- 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.) are excluded. Claims related to harassment may only be pursued if such conduct is life threatening or a recognised medical expert can provide a report in support of severe emotional damage. Claims defended require a valid and strong defence.
- 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 driver’s or vehicle licence may not be covered.
- 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 poor service delivery.
- 26.13 Matters which are administrative in nature or involve the drafting of documents, including but not limited to conveyancing, deceased estates¹, marriage contracts², and similar matters.
- ¹**For Prestige and Prestige Plus Plan Policyholders** who also hold a Prestige, Prestige Plus or Platinum-Funeral



Policy with us, may enjoy cover up to a capped all-inclusive amount for disbursement fees towards lodging a deceased estate of the Policyholder or their Spouse, for a S18(3) estate or for an estate with the Master of the High Court, if we have received payment of 12 (twelve) consecutive / equivalent Plan Fees prior to submission of a claim. Applications must be made within 10 (ten) business days of a death.

For Prestige Plus Plan Policyholders, an Ante Nuptial Contract (ANC) may be covered if we have received payment of 6 (six) consecutive / equivalent Plan Fees prior to submission of a claim. 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 owing and 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 TARIFFS

Legal fees will be paid according to the following conditions and as per approved tariffs, which may be amended from time to time by us and may be provided to you upon request. Amounts charged in excess of the approved tariffs are for your personal account.

- 27.1 Disbursements: All reasonable disbursements necessarily incurred may 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, Criminal 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 may not be paid unless (i) our prior written approval is first obtained, and (ii) such fees are taxable and do not exceed what would be allowed on taxation.
- 27.3 Opponent's fees: Fees which are taxed pursuant to an appropriate order of Court.
- 27.4 Expert's fees: The fees of experts to testify in of support your claim may be paid, provided that our prior written approval is obtained, and provided that such fees are taxable and do not exceed what is allowed on taxation.
- 27.5 Execution: If judgment is obtained, the taxable costs for the service of 1 (one) single writ of execution, or emoluments attachment, garnishee or enforcement order may be paid. The costs of a security to accompany the Sheriff may not be covered. Only 1 (one) execution attempt is covered.

28 TREATING CUSTOMERS FAIRLY (TCF)

- 28.1 TCF was implemented by the Financial Services Conduct Authority (FSCA) to ensure that the fair treatment of customers are 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 believe.
 - **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 our Complaint Resolution Policy is to ensure compliance with the Short-Term Insurance Act,



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. 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 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 respond with findings within 5 (five) to 10 (ten) business days. You may be requested to provide additional information before we provide a final resolution. If we require further time to investigate the complaint, this will be communicated in writing.
 - 29.3.4 We will provide a response in writing or verbally with full reasons for our decision.
 - 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 by emailing complaints@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 or you may contact them on [0860 663 247](tel:0860663247).
 - 29.3.5.3 Refer the matter to the National Financial Ombud Scheme. You may file the Complaint on their website www.nfosa.co.za or you may contact them on [0860-800-900](tel:0860-800-900).
 - 29.3.5.4 Alternatively refer the matter to the Financial Sector Conduct Authority by contacting them on [+27 \(12\) 428 8000](tel:+27124288000) or visit *their* website www.fsca.co.za
 - 29.3.5.5 Seek legal advice from an attorney regarding any legal action that may be taken.
 - 29.3.5.6 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), 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 the personal information that we process to ensure that your privacy and confidentiality is upheld.
- 30.4 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 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 us where required, as well as our external compliance officer for audit purposes, the Regulator (FSCA) and any Ombud who has jurisdiction.

This document is to be read together with our Privacy and PAIA Policy 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 Service Department to info@legalandtax.co.za, our Information Officer to popi@legalandtax.co.za or contact us on [0860 587 587](tel:0860587587).