

# LegalWise Membership Agreement

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LegalWise South Africa (RF) (Pty) Ltd (Reg. No 1999/003661/07) is an Authorised Financial Services Provider (FSP 50292). The LegalWise Membership Agreement is underwritten by Legal Expenses Insurance Southern Africa Limited (LEZA) (Reg. No 1984/010574/06) a Registered Insurer and Authorised Financial Services Provider (FSP 17008)



International Association of Legal Protection Insurers

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## SECTION 1 INTERPRETATION AND DEFINITIONS

- a) The headings, diagrams, notes, examples and addendums are all part of this Agreement.
- b) Singular includes the plural. The Agreement is in plain language and the meaning of certain words is explained where they are used in the Agreement.
- c) Membership is entered into and confirmed when We issue Your Schedule of Insurance.
- d) The Agreement between You and Us has a reference number shown in Your Schedule of Insurance. Please make sure that it is the same as the reference number on this Agreement.
- e) **"Membership"** means being an insured under this insurance policy (hereafter called the "Agreement"), in consideration of the monthly premium in force from time to time. The monthly premium in force as at the time of joining will be shown in Your Schedule of Insurance. You will be advised of subsequent increases as set out in Section 13.
- f) **"We" "Us" "Our" "LegalWise"** means the insurer, Legal Expenses Insurance Southern Africa Limited (LEZA) (Reg. No 1984/010574/06), and LegalWise South Africa (RF) (Pty) Ltd (Reg. No 1999/003661/07) who manages the Agreement as a non-mandated intermediary.
- g) **"Main Member"** is the person who is shown as such on the application form for LegalWise Membership.
- h) The application and any subsequent change requested by the Main Member and agreed to by Us is part of the Agreement between the Main Member and Us.
- i) **"You", "Your" and "Member"** means the Main Member and the following persons (proof of relationships may be requested):
  - The Main Member and the nominated Spouse's biological or legally adopted children under 18 years of age and,
  - Children aged 18 up to turning 21 and in school or studying full time at a recognised institution in the Republic of South Africa (RSA) and who are financially dependent on the Main Member or nominated Spouse. (Children aged 21 and older do not qualify for Benefits);
  - The nominated husband, wife or similar "Life Partner", all referred to as **"Spouse"**, of the Main Member at the time a Benefit is claimed. The nominated Spouse is shown in Your Schedule of Insurance.

**"Life Partner"** means a person who, at the time a Benefit is claimed, lives with, and has lived with the Main Member as if they were married by civil rights or customary law, for at least the Minimum Period as Life Partner shown in Your Schedule of Insurance.

## SECTION 2 THE BENEFITS

If, while Your Membership is Paid Up:

**"Paid Up"** means that every monthly premium has been paid in full. Part payment does not constitute payment.

- a) There is an infringement of Your rights or a dispute or a legal claim by You or against You, in Your personal, private and individual capacity, We will at Our discretion contact the other person, company or body on Your behalf and try to resolve the matter in-house. There is no charge for this service, which We refer to as **"Para-Legal Services"**.
- b) If the matter:
  - **Qualifies** as set out in Section 3;
  - **Is not excluded** as set out in Section 6;
  - Is a criminal matter or a civil dispute or an infringement by a 3rd party that We cannot resolve in-house then,
- c) We will pay Your Lawyer for those legal expenses set out in Section 7, up **to the limits** set out in Section 10, to represent You in legal proceedings against the other party or to defend You on the criminal charge. We refer to this as **"Insurance Benefits"**.

**"Lawyer"** is a legal practitioner practicing in the RSA and who is registered with the relevant Regulator in RSA.

## SECTION 3 MATTERS THAT QUALIFY FOR INSURANCE BENEFITS

A matter qualifies for Insurance Benefits if all the conditions below are met:

- a) The Relevant Events **all happen in the RSA after the Waiting Period and while Your Membership is Paid Up.**

**"Relevant Event"** means a disputed breach, infringement, omission, neglect, act, state of affairs, occurrence, situation or condition. If caused or performed by You, it must be for Your own private purposes.

**"Waiting Period"** means a period after Membership is confirmed, during which Insurance Benefits are not available. The Waiting Period is shown in Your Schedule of Insurance.

Section 4 lists Matters Eligible for Insurance Benefits, showing the Relevant Event in each case.

- b) We could not resolve Your matter in-house and Your Lawyer agrees in writing that Your chances of succeeding in a Civil or Labour case or application for leave to appeal, are better than not succeeding.
- c) The matter is **Reported** to Us while Your Membership is Paid Up or within a maximum period after it has been cancelled. The period is shown in Your Schedule of Insurance as **"Maximum Period to Report After Cancellation"**.

**"Reported"** means We have received the official LegalWise Claim Form, which forms part of this Agreement.

- d) You have paid the First Amount Payable as shown in Your Schedule of Insurance.



Don't talk to me,  
talk to my lawyer

## SECTION 4 MATTERS ELIGIBLE FOR INSURANCE BENEFITS

The events below in **BOLD RED ITALICS** are the Relevant Events that must happen after the Waiting Period. The list may not be complete and We may modify or add more Relevant Events at Our discretion.



### PERSONAL INJURY, PROPERTY DAMAGE AND CONSUMER MATTERS

1. Personal injury, illness, or death of another person or that person's pet as a result of **AN ACT** or **OMISSION** by You or Your pet or children (by "omission" We mean a failure to do something);
2. Personal injury, illness, or death of a Member or his/her pet as a result of **AN ACT** or **OMISSION** by another person or pet;
3. Damage to the physical property of another person, as a result of **AN ACT** or **OMISSION** by You ("physical" excludes intellectual property such as copyright, patents and trademarks);
4. Damage to Your physical property as a result of **AN ACT** or **OMISSION** by another person (**same exclusion** as in 3.);
5. A refund or other legal remedy for **THE PURCHASE** by You of defective consumer goods or services;
6. **BREACH** (acting against the terms) of a contract (including a warranty) for the hire or purchase by You of consumer goods or other goods and services;
7. **BREACH** of a contract regarding the sale or lending of private property;
8. **A VIOLATION** of Your rights in terms of the Consumer Protection Act that causes financial damage to You;
9. **OVER-CHARGING** by any supplier.

"Over-charging" means charging more than agreed fees or rates.



### HOME AND ACCOMMODATION MATTERS

10. **A BREACH** of any contract that is necessary to buy or sell Your Place of Residence (necessary contracts include the offer to purchase and a mandate to the estate agent and conveyancer. We do not pay conveyancing fees, transfer duties or contract drafting);

"Place of Residence", is the address provided in the application for LegalWise Membership. Events involving a holiday home and other places of residence rented or owned by You are excluded.

11. **BREACH OF CONTRACT** or **UNLAWFUL CONDUCT** by the lessor (landlord), in relation to a lease agreement for Your Place of Residence;
12. **AN ACT** or **OMISSION** by a neighbour or other person that causes damage to Your Place of Residence or household possessions;
13. **THE WRONGFUL ATTACHMENT** of Your home or household goods by an officer of court or an asset forfeiture unit of the State;
14. **BREACH OF CONTRACT** or **FAULTY WORKMANSHIP** by a contractor to build, repair, replace, modify or add something to Your Place of Residence;
15. **AN ACT** or **OMISSION** by You involving a lease agreement for Your Place of Residence that result in either:
  - a) cancellation of the lease agreement or
  - b) eviction from Your Place of Residence or
  - c) a claim for damages against You;
16. **WRONGFUL FAILURE** by the landlord to refund a security deposit due to You after termination of the lease for Your Place of Residence;
17. **AN ACT** or **OMISSION** by You or Your guests, workers, contractors and pets at Your Place of Residence, which causes damage to a person or a person's property, resulting in a claim **against You**;
18. **THE FAILURE** by the seller of a property, or a third party living in the property You bought as a Place of Residence, to vacate the property in terms of the sale agreement;
19. **BREACH OF CONTRACT, NEGLIGENCE** or **OVER-CHARGING** by a travel or booking agent, a hotel or other vacation or board and lodging establishment;
20. **NON-COMPLIANCE** with the rules by the body corporate or similar body at Your Place of Residence.



### MOTOR VEHICLE MATTERS

21. Damage to the motor vehicle, motorcycle ("vehicle") or other property of another person as a result of **AN ACCIDENT** or **COLLISION** involving the vehicle driven by You;
22. Damage to You, Your vehicle or property as a result of a private, public or commercial transport **ACCIDENT** or **COLLISION** caused by someone else;

## SECTION 4 CONTINUED

23. **BREACH OF CONTRACT** by a seller or lender regarding the terms of a contract to finance a vehicle bought by You;
24. **BREACH OF CONTRACT** by a seller regarding the terms of a contract or warranty for the purchase of a vehicle by You;
25. **WRONGFUL REPOSSESSION** of Your vehicle under the terms of a credit agreement with You;
26. **DEFECTIVE WORKMANSHIP** to Your vehicle by mechanics, panel beaters and related service providers;
27. **WRONGFUL REJECTION** of a vehicle insurance claim by You for damage to, or destruction of Your vehicle;
28. **BREACH OF CONTRACT** by the seller of a vehicle You bought, regarding transfer of the vehicle and delivery of registration documents and log books;
29. **THE PURCHASE** by You of a vehicle with a latent defect. *(If You were not aware of the latent defect when You bought the vehicle, it is not Your discovery of the defect that is the Relevant Event. It is the date of purchase that is relevant. You are covered only if the date of purchase is after the Waiting Period and while Your Membership is Paid Up);*
30. **BREACH OF CONTRACT, NEGLIGENCE** or **OVER-CHARGING** by a vehicle rental company.



### EDUCATION MATTERS

31. **AN ACT** or **OMISSION** by You that results in a disciplinary proceeding by a school or other institute of education that can lead to Your expulsion or suspension as a scholar or student;
32. **BREACH** of a contract with You as a scholar or student, by a school or an institute of higher education like a college or university.



### STATUS, REPUTATION AND IDENTITY MATTERS

33. Financial loss or damage to You as the result of **A NEGLIGENT ACT** by a bank or other person/body after You have notified them of Your identity theft or credit card fraud;
34. Financial loss or damage to You due to the negligence of a public body when they **RECORD** or **CHANGE** Your personal details in public records;

35. A defamation claim against You based on **A COMMUNICATION** in writing or in another form (a defamation claim by You is excluded).



### EMPLOYMENT MATTERS

36. **A BREACH** of the terms of Your contract of employment or an **UNFAIR LABOUR PRACTICE** by Your employer;
37. **A NOTICE ISSUED** by Your employer for Your retrenchment from employment;
38. **AN ACT** or **OMISSION** by You which is used as the basis for Your dismissal, constructive dismissal or suspension from employment;
39. Rejection of a claim by You for workman's compensation for **AN INJURY** at work;
40. **AN INJURY** to You while at work, which may not be covered by workman's compensation (due to a change in laws or another reason) and for which Your employer wrongfully fails to compensate You;
41. **A CCMA AWARD** in Your favour that requires enforcement through an order of court;
42. An alleged **ACT** or **OMISSION** by You as employer, which gives rise to a claim against You by Your domestic employee/s.



### BANKING, INSURANCE, PENSIONS, WILLS AND INVESTMENT MATTERS

43. **WRONGFUL WITHHOLDING** or **SHORT/LATE PAYMENT** of Your pension or retirement benefits;
44. **BREACH OF CONTRACT** or **UNLAWFUL CONDUCT** by a lender of the terms of a credit or loan agreement with You;
45. **WRONGFUL REJECTION** of Your claim under an insurance policy. That includes home and contents insurance, life insurance, funeral insurance, medical aid/health insurance, hospital plans, credit life insurance, but excludes any rejection by Us of a Benefit claim by You under this Agreement *(see Section 14 for what You can do if You think that We have rejected Your Benefit claim without a good reason);*
46. A wrongful or negligent **ACT** or **OMISSION** by a financial institution managing or holding a financial investment of Yours, and which act or omission gives rise to financial damages (this Benefit is restricted to investments up to the Maximum Financial Value shown in Your Schedule of Insurance);

## SECTION 4 CONTINUED

47. The wrongful or negligent **DISTRIBUTION** of South African assets to which You are entitled in terms of a will or testamentary trust or the laws of intestate succession (dying without a will). This Benefit is restricted to assets up to the Maximum Financial Value shown in Your Schedule of Insurance;
48. The **DEATH** of a person who leaves a will or trust made in South Africa and in which You are a beneficiary and which gives rise to a dispute between You and other heirs about the terms of the will or trust (this Benefit is restricted to trust or deceased estate assets up to the Maximum Financial Value shown in Your Schedule of Insurance);
49. The negligent **CONDUCT** of an insurance broker, claims assessor or financial advisor.



### CRIMINAL MATTERS

50. Subject to the exclusions referred to in Section 6, a criminal charge against You based on **AN ACT** or **OMISSION** which the prosecuting authority alleges was committed by You (whether You admit or deny it).

**Please note:** We do not pay any fines, penalties or bail money.



We are here for you

## SECTION 5 THE AGREEMENT, FAIRNESS AND COOLING-OFF PERIOD

### 1. THE AGREEMENT

- a) This is a monthly Agreement between the Main Member and Us, for which a monthly premium is payable.
- b) When You deal with any Lawyer in connection with an Insurance Benefit claim under this Agreement, it is an agreement between You and that Lawyer to which We are not a party.
- c) You can cancel Your Membership at any time without any cancellation fees or penalties. See Section 13 (4) a).
- d) We can cancel Your Membership for the reasons set out in Section 13 (4) d) and Section 8 (5).
- e) Unless specifically modified, this Agreement applies to all optional product Addendums.

### 2. FAIRNESS

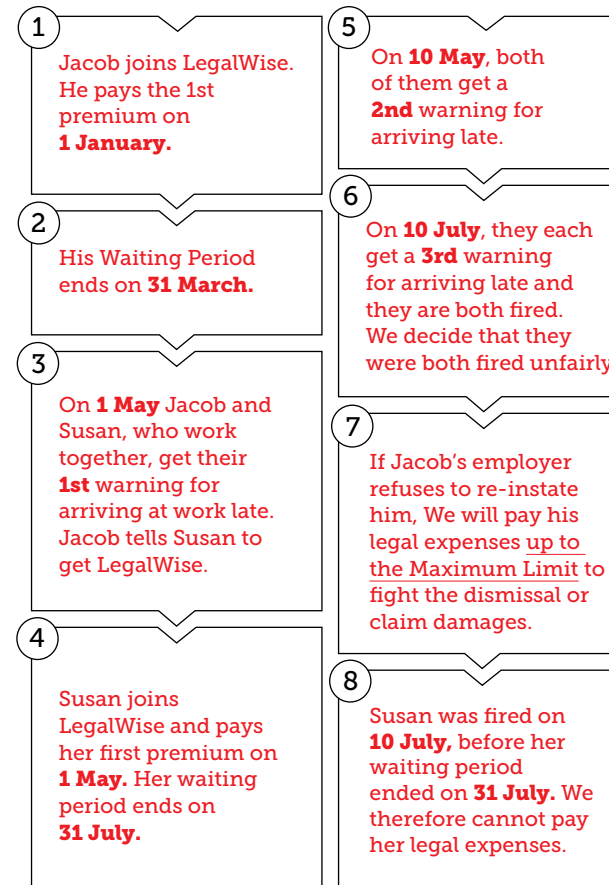
- a) Please note that an event which happened before or during the Waiting Period does not qualify for Insurance Benefits. That is the case even if You were unaware of the event, or forgot that it happened, or You were aware of it, but did not realise that it could lead to a Case (see diagram on page 12).
- b) Should We decide that Your matter does not qualify for Insurance Benefits and You disagree with Our reasons, You can ask for an independent referee to review Our decision.

See Section 14

### 3. COOLING-OFF PERIOD

- a) If You cancel your Membership **during** the Waiting Period and request a refund in writing, We will refund the premiums You have paid only if You have not received any assistance under this Membership Agreement.
- b) If You cancel Your Membership **after** the Waiting Period, We will not refund any premiums You have paid, even if You did not receive any Benefits.  
*(Like home insurance, You cannot for example, claim a refund of premiums if Your home did not burn down while You were insured).*

### EXAMPLE BASED ON A WAITING PERIOD OF 3 MONTHS



However, even though Susan's matter does not qualify for Insurance Benefits, We will support her with Para-Legal Services.

When We contact Jacob's employers to try to persuade them to re-instate him, We will do the same for Susan.

If their employer refuses to re-instate them: Jacob's matter qualifies for payment of his legal expenses for a CCMA case subject to all the relevant conditions and limits.

Because Susan's matter does not qualify, there is unfortunately nothing more that We can do for her. At least she had a fair chance to be re-instated because in many cases an employer would rather settle than face a court case.



## SECTION 6 EXCLUSIONS

In addition to any exclusions set out in Section 4, a matter or dispute related to any of the following does not qualify for Insurance Benefits under Section 2 b) but We may provide the Para-Legal Services referred to in Section 2 a):

1. Business activities and Your acts in any business as a director, public officer, agent, shareholder, partner, sole proprietor or part owner;

**“Business”** means a company, close corporation, sole proprietorship, partnership, contractor/sub-contractor arrangement, agency, farming operation, professional practice, landlord, self-employment or any other activity by You with a profit, capital gain or dividend objective, which includes a financial investment by You in excess of the Maximum Financial Value shown in Your Schedule of Insurance and matters related to intellectual property like copyright, patents and trade marks.

2. Marriage, divorce, enforcement or annulment of a divorce order, alimony, maintenance disputes, maintenance investigations, enquiries or other proceedings related to custody of children, visitation rights, child support, guardianship, paternity, engagement or promise to marry and living together as husband and wife or as life partners;
3. A claim by You for defamation, insult, verbal abuse or any other infringement of Your personality, reputation or dignity (a claim against You is covered);
4. A claim by You that is of an emotional nature and does not affect Your Corporeal interests.

**“Corporeal”** means money or physical property (this exclusion does not apply to a damages claim arising from a physical injury);

5. Matters involving You as a member, public officer, trustee, executor, curator, agent or spokesperson of:
  - a non-profit company, institution or association;
  - a political party or similar movement;
  - a trust, deceased estate/similar entity;
  - a trade or similar union;
  - any other union or group of persons with a common cause or purpose;
6. A claim by You based on a surety, cession, assignment, novation, delegation or other derived right of recourse;
7. The drafting of any document;
8. A matter related to mineral rights;
9. Gambling, lottery and any awards in any form of competition;
10. A collective or class action;
11. An application to change Your personal status or the status, zoning or right of use of Your Permanent Residence;
12. A rejection by Us of a claim by You for Benefits under this Agreement;

13. Insolvency (bankruptcy)
14. A dispute with a claim value less than the Threshold Value shown in Your Schedule of Insurance (which can be settled by the Small Claims Court), or a dispute for which an official dispute resolution service exists;
15. Debt Counselling proceedings and related applications in terms of the National Credit Act;
16. Environmental issues and climate change;
17. Lawful blacklisting and garnishee orders and placing Your financial affairs under the control of an administrator;
18. An application to a public service body or other person or institution to grant any license, permission or approval;
19. Foreigners' residency, work permit and visa matters;
20. Disciplinary enquiries at work where no legal representation is allowed;
21. If the interpretation of any law, regulation or document is the only issue in dispute in a civil claim by You, it is not covered;
22. A cause of action which is vexatious or malicious;
23. Inquests, burial disputes or the exhumation of bodies;
24. Rates and taxes and income tax;
25. Contempt of Court, civil disobedience, public disorder, unlawful strikes, lock-out, labour disturbance and similar labour actions;
26. War, martial law, mutiny, military coup or usurped power, rebellion or revolution;
27. An unlawful protest, intimidation or threat of violence or force, to any public body;
28. An act aimed at promoting or frustrating economic, political, social or environmental change;
29. A criminal charge against You:
  - a) Based on fraud in connection with this Agreement;
  - b) Where there is an option to pay a fine without a conviction being recorded against Your name;
  - c) Which is not a Schedule 5 or 6 offence in terms of the Criminal Procedure Act and is similar to a charge resulting in a previous conviction against You in the 3 (three) years before the current charge;
  - d) If in the 6 (six) years before the current charge You have 3 (three) or more previous convictions against You for any offence;
  - e) If We have confirmed cover for Your legal expenses for the maximum number of offences shown in Your Schedule of Insurance (see Section 10);
  - f) Which is a Schedule 5 or 6 offence, if You have been convicted of such an offence in the 6 (six) years before the current charge. The Schedules refer to serious crimes and can be requested from Us;
  - g) Involving a matter listed in Sub-sections 24 to 28.

## SECTION 7 WE PAY THE FOLLOWING LEGAL EXPENSES:

1. The fees and expenses of Your Lawyer for a Case at the LegalWise Tariffs in force from time to time. The LegalWise Tariffs are part of the Agreement;

"Case" means all Court, Tribunal or Arbitration Proceedings based on the same Relevant Events.

"Arbitration Proceedings" mean arbitration proceedings in terms of the Arbitration Act 42 of 1965.

2. Only if We agree in writing, the fees of a Lawyer for a 2nd opinion about Your chances of success. Generally We will consider it only if new facts or circumstances are presented;
3. The cost of expert evidence and arbitrator's fees that We agree to in writing;
4. Court fees or charges;
5. The legal expenses that the court orders You to pay to the other party (Your opponent) if You lose a Case;
6. The legal expenses of further action to force an unwilling or unable "loser" to obey a court order when You win a Case;
7. The legal expenses of an appeal or review if You lose a Case, but only if Your Lawyer agrees that Your chances of succeeding in the appeal or review are better than not succeeding;
8. If We have agreed to it, the costs of Your opponent in order to settle a Case;
9. We only pay legal expenses for a Case conducted in a court or tribunal in the RSA.

## SECTION 8 WE DON'T PAY LEGAL EXPENSES:

1. That are **above the limits** set out in Section 10;
2. That are **higher** than the LegalWise Tariffs;
3. For work done by Your Lawyer **before** We have issued a written Confirmation of Cover (unless We agree otherwise in writing);
4. That are duplicated because You changed lawyers without Our written agreement;
5. After the following actions or inactions by You which entitles Us to cancel Your Membership **with no obligation** to pay legal expenses **not already incurred in a Case**:
  - a) Without a reasonable explanation, You fail to respond to Our request or Your lawyer's request for relevant information or instructions regarding a Case;
  - b) You withhold or give false or misleading information in relation to Your Benefit claim or a Case;
  - c) Without a reasonable explanation, You fail to co-operate or turn up for consultations or court appearances.
6. For any new matters that You report to Us after the Maximum Period to Report a Claim, shown in your Schedule of Insurance, after cancellation of Your Membership for any reason;
7. If You are joined with other persons in a Case (a joint or class action), We will pay only a portion of the legal expenses for which You are jointly liable. That portion is the same as the proportion that You are of the total number of persons, but only up to the Maximum Limit;
8. If You offer to pay the legal expenses of Your opponent to settle a Case, You are personally responsible for payment. We do not pay those legal expenses unless We agree in writing;
9. We do not pay legal expenses for negotiation, mediation or Alternative Dispute Resolution efforts or proceedings unless We agree otherwise in writing.

## SECTION 9 WHAT EXPENSES WE CAN CLAIM BACK OR RESTRICT

1. If a court orders Your opponent who loses a Case, to pay all or some of Your legal expenses, then, if the amount that Your opponent must pay:
  - a) **Is less** than the legal expenses We paid, the total amount paid by Your opponent must be refunded to **Us**.
  - b) **Is more than** the legal expenses We paid, the total legal expenses We paid must be refunded to Us.
2. You agree that Your lawyer can refund Us when the money is received from Your opponent in terms of the Court Order.
3. If Your opponent does not pay for any reason, You give Us the right to claim it directly from that opponent in Your name.
4. We must be advised immediately if You receive a settlement offer. You may not accept or reject a settlement offer without Our written consent.
  - a) If You request Our consent to accept an offer, We may agree on condition that all or some of the legal expenses We paid, must be recovered from Your opponent.
  - b) If You request Our consent to reject an offer, We will set a limit on the legal expenses We will pay to carry on, as follows:
    - Because the dispute is now only about **how much more You claim**, We determine **how much more We will pay** to carry on, as follows:
    - We multiply the amount or value of **how much more You claim**, by the Claim Value Multiplier, shown in Your Schedule of Insurance. We will pay up to that amount provided the Maximum Limit in terms of Section 10 is not exceeded (see diagram on page 22).



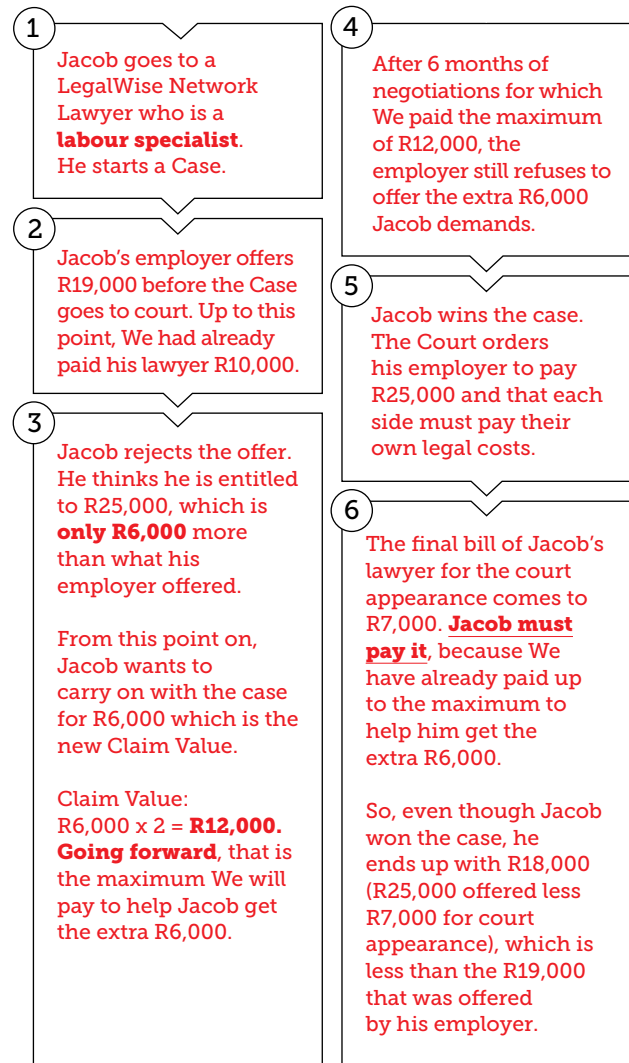
We help you  
fight for justice

## SECTION 10 THE MAXIMUM LIMITS WE PAY

1. All limits are the limits per Agreement, irrespective of how many Members are entitled to Insurance Benefits under this Agreement.
2. The maximum that We will pay over any period of time as a Member, is the **"LifeTime Limit"** shown in Your Schedule of Insurance.
3. The maximum that We will pay for a **CIVIL** or **LABOUR** Case, is **the lowest** of:
  - a) The Maximum Limit shown in Your Schedule of Insurance, or
  - b) The amount or value of Your claim multiplied by the Claim Value Multiplier (CVM) shown in Your Schedule of Insurance.
4. The maximum that We will pay for covered **CRIMINAL** Cases:
  - a) For a single Criminal Case We will pay up to the Maximum Limit.
  - b) For different Criminal Cases **over any period of time** as a Member, We will only pay for the Maximum Number of Offences shown in Your Schedule of Insurance.
5. The Maximum Limit per Case is for the **combined total of all expense items** under Section 7.

*The Claim Value "rule" is to encourage acceptance of reasonable offers to settle. It avoids disproportionate legal expenses when there is a risk of either a very small or no extra reward.*

Let's say Jacob sued his employer for R25,000 and the Claim Value Multiplier (CVM) is 2.  $R25,000 \times 2 = R50,000$  which is the maximum We will pay.



## SECTION 11 HOW TO GET THE BENEFITS

### STEP 1

In legal matters, some laws have time limits to start or defend a Case. If You miss a deadline, **You may lose Your right to sue or defend.**

You must report a matter to Us as soon as possible. We are not responsible if You lose Your rights because You did not report a matter in time.

You can report a matter on the 24-hour LegalLine, at a Branch or at [claims@legalwise.co.za](mailto:claims@legalwise.co.za).

If Your issue is a labour or civil matter (not criminal), Our Legal Counsellors will try to resolve it on a reasonable basis.

If We decide that We cannot resolve it, or that it is complicated or requires immediate action, or it is a criminal matter, We will refer You to a LegalWise Network Lawyer or You can consult Your own Lawyer.

### STEP 2

If You have chosen a LegalWise Network Lawyer, s/he will submit a LegalWise Claim Form (LCF) to Us on Your behalf.

If You choose another Lawyer, You or Your Lawyer must submit the LCF to Us. (See Step 3 - Second Option)

**We cannot process Your claim for Insurance Benefits unless We have received the LCF. The LCF is available in Branch, on [www.legalwise.co.za](http://www.legalwise.co.za) or on request.**

**PLEASE NOTE:** Once We have received the LCF, and **before We can decide** whether Your matter qualifies for Insurance Benefits or not, We may request more information from You or Your Lawyer.

**If it qualifies**, We will issue a written Confirmation of Cover to Your Lawyer, but please note:

**We will not pay legal expenses incurred before We have issued a written Confirmation of Cover.**

### STEP 3 - FIRST OPTION

If You elect to choose a LegalWise Network Lawyer, We have the information about who specialises in particular types of cases. You can request that information from Us. LegalWise Network Lawyers have agreed to charge according to the LegalWise Tariffs and to assist You to comply with Your obligations under this Agreement.

Your LegalWise Network Lawyer will deal directly with Us in connection with Your Benefit claim and there is no risk of being charged above the LegalWise Tariffs, **which may happen under Step 3 - Second option.**

### STEP 3 - SECOND OPTION

If You have chosen a Lawyer who is not a LegalWise Network Lawyer, You must provide Us with a LegalWise Claim Form (if We have not received it yet), within 7 days of consulting with that Lawyer.

Please be aware that the Lawyer:

- may not be prepared to charge at the LegalWise Tariffs or,
- may not agree to assist You to comply with our reasonable requests for relevant information.

**It is in Your own interests to clarify the 2 points above with Your Lawyer.**

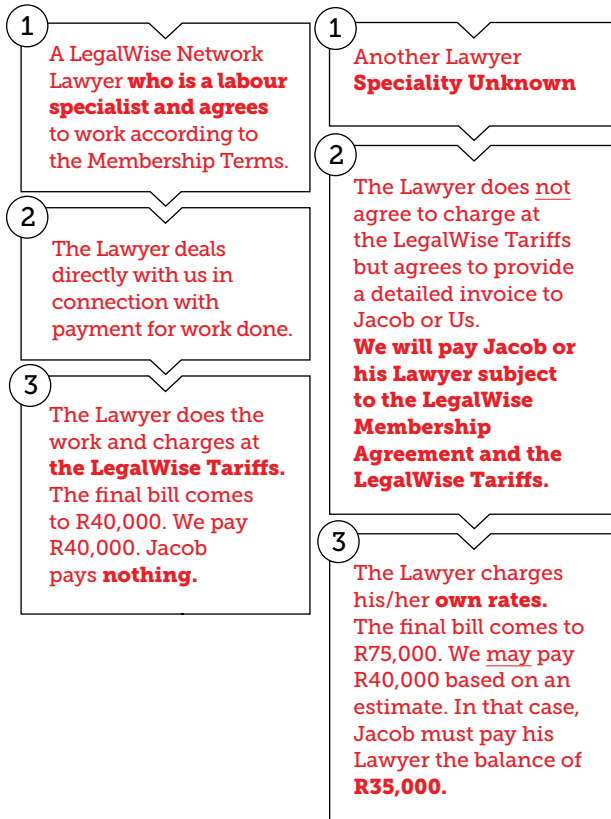
**If You or Your Lawyer do not provide Us with information We reasonably need to process Your Insurance Benefit claim, We will not pay any of Your legal expenses.**

If Your Lawyer agrees to co-operate but does not agree to charge at the LegalWise Tariffs, We will adjust the Lawyer's total charges to the LegalWise Tariffs and pay that amount.

You will then be **personally responsible** to pay the shortfall to your Lawyer **out of Your own pocket.**

Refer to Diagram on the following page.

Let's say we could not persuade Jacob's employer to re-instate him and the maximum limit is R40,000. We will pay his legal expenses up to that limit.



*If a Lawyer who is not on the LegalWise Network, agrees to work for You according to the Membership Terms, that Lawyer can apply for admission to the Network.*

**1. PAYMENT OF PREMIUMS**

- a) The monthly premium is due on the 1st day of every month, even though We may collect it at any time up to the end of a month.
- b) You must make sure that premiums are paid, even if someone else pays them on Your behalf.
- c) If You pay by debit or stop order:
  - i) We do not pay the collection costs and any unusual additional fees or charges by Your bank;
  - ii) If You want Us to change or cancel Your debit or stop order arrangement, You must contact Us at least 30 days before the existing collection date.

**2. EXCHANGE OF INFORMATION AND CONFIDENTIALITY**

- a) If We need information to manage a Benefit claim by You under this Agreement, You agree that Your Lawyer or any other person who has it, can give it to Us.
- b) We will protect Your privacy and will not provide Your personal information to anyone not connected to Our business. We will only do that if it is necessary to manage Your Benefit claim, or if a law or court requires Us to do it.
- c) You agree that We can provide any information (including personal information), to Your Lawyer if it is needed to handle Your Case.

**3. COMMUNICATING WITH YOU**

- a) We will send all general communications to the Main Member's contact details on record.
- b) We may send any document or communication is part of, or that We issue in terms the Agreement, by mail, email, SMS, website post, App or fax.
- c) If You change Your contact details You must please let Us know. We will send You an acknowledgement within 10 business days. Please let Us know if You do not receive it.
- d) If any Member communicates with Us about his/her Benefit claim, We will respond to that Member.

**4. LENIENCY**

- a) If You do not comply with a term of this Agreement, We may overlook it. If We do, even if it is over a long period of time, it does not mean that We have to continue to be lenient.
- b) We keep Our rights to enforce any term of the Agreement at any time.

## SECTION 13 PREMIUM INCREASE, CHANGE OF TERMS AND CANCELLATION

### 1. PREMIUM INCREASE

The monthly premium will increase every year on the anniversary of Your Issue Date when You first joined.

### 2. CHANGING THE TERMS OR INCREASING THE PREMIUM

- a) We may change any term of the Agreement on 31 days' written notice to You. If We do, it will apply only to **Relevant Events that arise after the change**. It **will not affect** Our existing obligations to You under the previous terms **for Relevant Events that arose** before the change.
- b) When We change a term or increase the premium, You accept that We can notify You in any reasonable manner at our discretion.
- c) An increase or change of term will be deemed effective from the date mentioned in the notice.
- d) If You do not accept the increase or the change of term, and You cancel Your Membership within 31 days of the increase or change of term, We will refund premiums received after the increase or change.

### 3. UNAUTHORISED CHANGES

None of Our employees may give any undertaking that deviates from the terms of the Agreement, except for a duly authorised ex-gratia payment.

### 4. HOW YOUR MEMBERSHIP CAN BE CANCELLED

- a) If You pay by cash, You can simply stop paying the premium. Otherwise, You can ask Your bank or employer to cancel Your direct debit or stop order deduction, or You can **request Us in writing** to instruct Your bank or employer to cancel it.
- b) We can cancel Your Membership without notice to You, **if We do not receive a premium** by 24h00 on the last day of the month in which it is due (a 31 days grace period).
- c) If We don't cancel, You agree that We may collect the number of unpaid premiums shown in Your Schedule of Insurance and,

- i) If We collect unpaid premiums, You will be treated as if You paid all premiums on due date;
  - ii) If We fail to collect unpaid premiums, Your Membership will be cancelled with effect from the 1st of the 1st month that the premium was not collected;
  - iii) If We have cancelled as above, and collect or receive a premium at any time after that, it amounts to entering into a new Agreement.
- d) We can cancel Your Membership on **31 days' notice** to You, **for any other reason** at Our discretion. If We inadvertently collect or receive a premium after such a cancellation, it does not amount to entering into a new Agreement and We will refund that premium.
  - e) If Your Membership is cancelled for any reason, except if it is in terms of Section 8 (5), it **will not affect** Our obligations to pay Your legal expenses **up to the finalisation of a Case**, in respect of matters **that qualify and that You Reported to Us before "The Maximum Period after Cancellation to Report a Claim" referred to in Your Schedule of Insurance**.
  - f) We have no obligation to accept You as a Member again at any time after Your Membership has been cancelled for any reason.

## SECTION 14 DISPUTES AND COMPLAINTS

1. If We decide that a claim by You does not qualify for any payment, or **only qualifies for payment of a portion** of Your legal expenses, We will inform You (together with Our reasons). It will be within 10 days after being placed in possession of all the information We have reasonably requested. You then have 90 days from the date We inform You, to let Us know in writing if You object and do not agree with it.
2. We will reconsider the matter and let You know Our decision within 10 days of receiving Your objection. If We still decide not to pay what You claim and Our decision:
  - a) is based on the fact that You did not pay a Premium due, or due to the fact that the Relevant Event occurred before the end of the Waiting Period, Our decision is final.
  - b) is based on any other reason, and You request it in writing, We will pay an Independent Referee nominated by Us, to review it. S/he will review Our decision and give Us a recommendation.

**"Independent External Referee"** We mean an independent Lawyer in private practice.

3. We do not have to follow the recommendation of the External Referee, but it will be carefully considered. We will inform You of the Referee's recommendation and of Our final decision, within 15 days after We receive the recommendation.
4. Nothing in this Agreement prevents You from starting a Case against Us at **Your own cost**. However, You must do it within 365 days of the date on which We informed You for the first time, of any decision concerning this Agreement that You do not agree with. You lose Your rights to take action against Us after the 365-day period.

## SECTION 15 LEGAL EXPENSES ACCIDENTAL DEATH (LEAD)

1. This Benefit is an integral part of the Agreement. It cannot be bought as a stand-alone policy.
2. If the Member suffers from an Accidental Death, We will pay a **lump sum in cash** to the beneficiary appointed by the Main Member. The amount is shown in Your Schedule of Insurance.
3. The cash payment is to fund the legal costs of reporting and winding up of the deceased estate, dealing with debtors (including Workman's Compensation and the Road Accident Fund if applicable) and creditors (including estate duty) and obtaining expert financial, legal and tax advice.
4. The cash payment will be made to the nominated beneficiary shown in Your Schedule of Insurance, if that Beneficiary is 18 years or older. If not, or if nobody is nominated as a beneficiary, the lump sum will be paid into the deceased estate.
5. By **"Accidental Death"** We mean death in the RSA as a result of a sudden, violent and unforeseeable:
  - Road traffic or transport related accident
  - An accident while performing Your duties as an employee
  - An accident at Your Place of Residence or while on holiday or visiting friends
  - An accident while shopping or visiting places of entertainment or other public places for personal and private purposes
  - Assault or murder
  - Medical negligence.

**Please note: Death by natural causes and suicide are not accidental.**

6. This Benefit is conditional on Us receiving the LEAD Claim Form which forms part of this Agreement, within the period after death, shown in Your Schedule of Insurance.
7. Additional conditions may apply to this Benefit. In that case, they are shown in Your Schedule of Insurance and/or the LEAD Claim Form.



## SECTION 16 TEMPORARY DISABLEMENT AND RETRENCHMENT

1. This Benefit is an integral part of the Agreement. It cannot be bought as a stand-alone policy.
2. If the Main Member is retrenched or becomes totally and temporarily disabled to work (TTD) after the Period of Continuous Paid Up Membership shown in Your Schedule of Insurance:
  - Your Membership will be treated as Paid Up for the Maximum TTD Number of Months shown in Your Schedule of Insurance;
  - During this period, while out of work, You don't have to pay the premiums;
  - You must provide Us with proof of the retrenchment or disablement;
  - The disablement must be due to an Accident;
  - The maximum period within which You must report the retrenchment or disablement, is shown in Your Schedule of Insurance.



Fairness is our motto

### GOLDPLUS MEMBERSHIP ADDENDUM

1. This Addendum is subject to the terms of the LegalWise Membership Agreement, except as modified in Your Schedule of Insurance and below.
2. In consideration of the GoldPLUS premium in force from time to time:
  - a) The Maximum Limit will be increased;
  - b) The increased Maximum Limit applies only to Relevant Events that happen after the GoldPLUS Waiting Period shown in Your Schedule of Insurance;
  - c) The increased Maximum Limit, per Case, LifeTime Limit and Claim Value Multiplier are shown in Your Schedule of Insurance;
  - d) The LifeTime Limit is calculated on the premium in force at the time of calculation.
3. You will be entitled to a free consultation of limited duration for every continuous period of Paid Up GoldPLUS Membership, with one of Our Network Lawyers, on any matter restricted or excluded by this Agreement.

The limited duration and continuous period are shown in your Schedule of Insurance.

### EXTENDED FAMILY PROTECTION ADDENDUM (EFP)

1. This Addendum is subject to the terms of the LegalWise Membership Agreement, except as modified in Your Schedule of Insurance and below.
2. In consideration of the EFP premium in force from time to time, **"Family Members"** include the persons shown in the Schedule of Insurance as the nominated:
  - a) Children aged 21 and older, of the Main Member and his/her Spouse;
  - b) Children aged 18 through 20, of the Main Member and his/her Spouse, which children are not studying full time and who are not financially dependent on the Main Member;
  - c) Parents and biological brothers or sisters of the Main Member;
  - d) Parents and biological brothers or sisters of the Main Member's Spouse.
3. The Maximum Limit per nominated person is shown in Your Schedule of Insurance.

### PLATINUM MEMBERSHIP ADDENDUM

1. This Addendum is subject to the terms of the LegalWise Membership Agreement, except as modified in Your Schedule of Insurance and below.
2. The Waiting Periods that apply to each Benefit listed below and the increased Maximum Limit per Case, LifeTime Limit and Claim Value Multiplier are shown in Your Schedule of Insurance.
3. The increased Maximum Limit applies only to Relevant Events that all happen after the Platinum Waiting Period shown in Your Schedule of Insurance.
4. The LifeTime Limit is calculated on the premium in force at calculation.
5. The fees and expenses of Your Lawyer for a case are at the higher LegalWise Platinum Tariffs in force from time to time. The LegalWise Platinum Tariffs are part of this Addendum.
6. In consideration of the Platinum premium in force from time to time, the following services (additional to the services under the LegalWise Membership Agreement), will be provided to You by **Lawyers appointed and paid by Us as per the Platinum Tariffs which is part of this Addendum.**
  - 6.1 **UNCONTESTED DIVORCE**
    - a) We will pay the appointed Lawyer's fees for obtaining a final divorce order.
    - b) We do not pay fees and disbursements for ancillary applications (like maintenance) and You are personally responsible to pay it to the appointed Lawyer.
    - c) We will pay for only 1 (one) uncontested divorce over a continuous 3 (three) year period of Paid Up Platinum Membership.
  - 6.2 **CHILD MAINTENANCE**
    - a) We will pay the appointed Lawyer's fees:
      - for consultations;
      - to draft the relevant Court documents;
      - for 1 (one) appearance at the Maintenance Officer and 1 (one) appearance in the Maintenance Court.
    - b) We will pay for only 1 (one) maintenance matter over a continuous 1 (one) year period of Paid Up Platinum Membership.

### 6.3 RESCISSION OF ADMINISTRATION ORDERS

We will pay the appointed Lawyer's fees to rescind (cancel) an administration order against You.

### 6.4 ANTE NUPTIAL CONTRACTS

We will pay the appointed notary's fees to draft, lodge and execute an Ante Nuptial Contract.

### 6.5 BASIC WILLS

- a) We will pay the appointed Lawyer's fees to draft a simple Will.
- b) Only 1 (one) Will over a continuous 2 (two) year period of Paid Up Platinum Membership is covered.

### 6.6 CONVEYANCING FEES

- a) A conveyancer **nominated by Us** will give You a 60% discount on conveyancing fees. Other costs like transfer duty are not covered.
- b) This Benefit is available for only 1 (one) transfer over a continuous 1 (one) year period of Paid Up Platinum Membership.

### 6.7 MUNICIPAL PROPERTY VALUATION ASSESSMENTS

- a) This Benefit is available to the Main Member only.
- b) The Benefit is for only 1 (one) municipal property valuation assessment over a continuous 1 (one) year period of Paid Up Platinum Membership.
- c) This Benefit is provided by a contracted LegalWise service provider.

- b) Any matter listed in Section 4 not excluded in Section 6 of the LegalWise Membership Agreement, provided the Relevant Event occurred during the course and scope of the Member's duties as a Teacher, Health Care Professional or Enforcement Officer.
- c) Trauma Counselling and antiretroviral benefits as per Annexure referred to in Your Schedule of Insurance. These benefits are provided by an independent supplier and We assume no responsibility for any act or omission on their part.

- 3. **"Teacher"** means a person employed as a permanent or temporary teacher of a private or public school or tertiary institution.
- 4. **"Health Care Professional"** excludes a medical practitioner and means a person who is employed to provide preventative, curative or rehabilitative health care services to the public and has a qualification from a University, University of Technology or College, is a registered member of a regulated Healthcare Body in the RSA and is authorised by law to provide the services mentioned.
- 5. **"Enforcement Officer"** means a person who is employed as a permanent Law Enforcement Officer in the South African Police Services, Metro Police Services, Department of Correctional Services, National Defense Force or a Security Company registered as a member with the relevant industry body.

### 6. Conditions and Restrictions

- a) The Relevant Events in ***bold red italics*** in 2 a) and 2 b) must happen after the Waiting Period shown in Your Schedule of Insurance.
- b) This Benefit is available only to the Main Member and if selected as an option, the Main Member's Spouse.
- c) We will only pay Your legal expenses for action in the Magistrate's Court Regional Division and Lower Divisions.
- d) Your legal expenses to appeal will not be paid if You were the applicant and the relevant Court found in favour of the respondent.
- e) Legal expenses to appeal will be paid if You are the respondent in the appeal proceedings and Your Lawyer has confirmed in writing that You have a better chance than not, of succeeding with Your appeal.
- f) You are entitled to Benefit 2 a) under this Addendum a number of times in every continuous period of Paid Up premiums for this Addendum. The number of times and continuous period are shown in Your Schedule of Insurance.
- g) The **Maximum Limit** for this Addendum is reflected in Your Schedule of Insurance.

## TEACHERS, HEALTH CARE PROFESSIONALS AND ENFORCEMENT OFFICERS' ADDENDUM

- 1. This Addendum is subject to the terms of the LegalWise Membership Agreement, except as modified in Your Schedule of Insurance and below.
- 2. In consideration of the premium in force for this Addendum from time to time, the following Relevant Events (excluded in the LegalWise Main Membership Terms), are included, subject to the conditions of this Agreement:
  - a) Your ***defamation, insult, verbal abuse*** or ***any other infringement*** of Your personality, reputation or dignity during the course and scope of Your employment as a Health Care Professional, Teacher or Enforcement Officer.

**LegalWise South Africa (RF) (Pty) Ltd**

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**Don't talk to me, talk to my lawyer**

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