

1 | BENEFITS YOU ENJOY

1.1. Litigation Benefit

This benefit covers **up to R180 000** of your legal expenses per year. What's more, the benefit also covers your spouse (only one), your children who are still dependent on you (under 26, not working, unmarried and permanently living with you), and any other family members that you may have added to your policy (if you've chosen the extended family plan option). Remember, this is all subject to the rules and regulations in paragraph 1.2, so be sure to read through your policy in great detail! You can use this benefit whenever you need a legal practitioner to represent you in the following cases:

1.1.1. Civil Actions:

1. Where you want to sue another person for money, goods or services based on a written agreement. Remember that we cannot cover you if you don't have a written agreement with the other party.
2. Where you're the one being sued by another person – it doesn't matter why they're suing you, as long as it doesn't go against any of the terms and conditions in this policy.

1.1.2. Criminal Cases and Bail Applications: where someone has accused you of committing a crime or doing something illegal. **Please note: Guilty pleas are also covered, except for any alcohol- or drug-related.**

1.1.3. An Employment Related Case: where you could lose your job if your boss wins the case.

1.1.4. Maintenance Hearings: where the other parent is represented by a legal practitioner.

1.1.5. Divorce Cases.

1.2. Before we can help you or cover you for any of these cases, there are conditions that apply:

- a. Before you can make use of this benefit, you need to wait 1 month (and in case of divorce, 3 months) as a Waiting Period applies. This also means that, whatever the problem or issue was that led to the court case, it must have originated at least 1 month after your policy has started.
- b. Your monthly LAW FOR ALL fees (policy premiums) must be paid and up to date - in other words, we cannot help you if you owe us any money.
- c. Before we can provide cover, you must be able to prove to us that you have a good chance of winning your case. We will look at other similar cases that have taken place in South Africa, to see how successful they were. Lastly, the LAW FOR ALL Merits Committee will look at your case and decide whether or not it's worth going to court. If we feel that you do not stand a good enough chance of winning the case, the Merits Committee will reject your claim. When it comes to criminal cases where you will in all likelihood be found guilty, we will cover you if you plead guilty – that's to say, if the crime was not in any way related to alcohol or drugs.
- d. Later on in this document you'll find a list titled **Your Obligations**. In order to get cover or legal assistance, you need to tick all the boxes and fulfill every single one of those obligations.
- e. Whatever the case may be that you need cover for, it must have happened in South Africa and you must be a South African citizen or foreign national legally residing or working in South Africa. We can also only assist you if the case is being handled by a South African Court.
- f. When it comes to divorces, you will only be able to use R10 000 (per divorce) of your policy to cover it. As we mentioned before, there's a 3-month Waiting Period – in other words, you can only be covered for a divorce if the reason for the divorce started after 3 months.
- g. In a divorce battle, if your spouse has a legal practitioner at their side (and has served you with a Notice of Intention to Defend), this policy will cover you as the Main Policyholder.
- h. If you get married after you've become a LAW FOR ALL Policyholder, your new spouse and their children will be added to your policy. Their Start Date will be the date of your marriage.
- i. Your policy does not cover any interdicts, eviction orders, sequestrations, Rule 43 applications (for instance, for maintenance or custody during a divorce case) or other self - motivated court applications.
- j. We do not cover civil matters that fall under the authority (i.e. jurisdiction) of the Small Claims Court.
- k. If you decide to add family members to your policy (with the extended family plan) they will only be covered from the moment you've paid their first premium. What's more, they will only be covered for legal matters that started after this Start Date.
- l. We cannot cover you if the case is based on any of the following:
 - i. A dispute about your residence in South Africa as a foreign national or any matter related to your deportation.
 - ii. Where you've been a victim of defamation of character, and cannot prove that your good name was publicly tarnished and that you suffered financial loss as a result.
 - iii. Unlawful arrest or malicious prosecution – for instance, if you were arrested without a valid reason and you now want to sue the State or complainant.
 - iv. Pain and suffering - for instance if you suffered pain due to a medical Doctor's negligence.
 - v. A transaction, case or issue that is business related. Remember, this policy covers your private life and excludes legal disputes resulting from any business dealings.
 - vi. An issue or dispute between you and LAW FOR ALL, any of its employees, subsidiaries the intermediary or Absa.
 - vii. A Constitutional Court matter.

- viii. Civil commotion, labour disturbances, riots, public disorder, unlawful strikes, lock-out and civil disobedience, war, invasion, acts of foreign enemies, hostilities or warlike operations, mutiny arising – in other words, if you cause problems in our beautiful country, we cannot take your side.
- ix. Any case where you were accused of being under the influence of alcohol and/or drugs.
- x. A case or issue where you're allowed to pay an admission of guilt fine – you'll have to pay the fine unfortunately.
- xi. A claim against the Road Accident Fund (RAF).
- xii. Adoption or custody rights.
- xiii. Political activities in any government, local or tribunal authority that you've taken part in.

1.3. Additional Benefits:

As they say, "that's not all, folks!" **The Litigation Benefit** in paragraph 1.1 is fantastic on its own, but there's so much more to your policy. You will also enjoy the following benefits:

- a. **Access to a 24-hour Legal Emergency Line:** which is ideal in the case of (for instance) after-hour bail applications.
- b. **Legal Advice:** on practically any legal matter where you're involved on a personal level (in other words, not business-related).
- c. **Mediation Benefit:** Our legal professionals will help you settle all your personal legal matters - in an attempt to avoid the courtroom! This means you don't have to deal with the stress and hassle involved with court cases. We will help you resolve your case by negotiating with third parties via telephone, email, fax and letters. This benefit only applies to cases that started less than 3 months before the Start Date of your policy and excludes business matters.
- d. **Access to a Variety of Contracts:** like sale and lease agreements – all set up and ready for you to use. Simply contact our Legal Call Centre to get access to our templates.
- e. **Up to 50% Discount on Transfer Fees:** (not transfer duty) when making use of one of our recommended Panel Attorneys (do note however that your discount will depend on the actual purchase price).
- f. **One Free Prenuptial Agreement:** just remember that this benefit is only available after a 3-month Waiting Period to the Main Policyholder.
- g. **Payment of up to R5000 Bail:** per policy per year, where the bail application was covered and the bail set an amount no more than R5000 (i.e. no pro rata bail cover where the amount is more than R5000). This amount will be paid to the court, provided that a LAW FOR ALL approved Panel Attorney has been instructed to assist with the bail hearing.
- h. **Rescission of a Magistrate Court Judgment:** provided that the judgement was obtained after the start of your policy. You will need to prove that you have a valid defence or that you have settled the judgement debt in full and that the creditor has agreed to rescission. Kindly note that rescissions based on a creditor's consent are limited to 2 applications per policy per year.
- i. **Tax advice:** have a look at Annexure A for more details.

Please Note: Any legal matter that is not specifically provided for under **BENEFITS YOU ENJOY**, will not be covered by your policy. So before you lodge a claim, please make sure that the legal matter is specifically mentioned in this document.



Please Note: We will never request or encourage you to waive any of your rights or benefits in terms of the *Financial Advisory and Intermediary Services Act, General Code of Conduct for Authorised Financial Service Providers and Representatives, or the FAIS Code of Conduct*. We also won't accept or act on such a waiver.

2 | YOUR OBLIGATIONS

- a. Don't delay - when you become aware of a legal issue that you need help or cover for, make sure you report it to LAW FOR ALL within 31 days!
- b. When you want to report a new case, use the contact details on your Client Card to get in touch with us and make sure that you have your policy or ID number on hand.
- c. If you feel that you were denied cover without good reason, or if you disagree with the way we handled your case, don't just leave it there! Please put your reasons in writing and send it to the person whose details appear on the rejection letter.
- d. Before you claim from your Litigation Benefit, you must first claim from any other insurance you might have – for example, if you were in a car accident, first use your car insurance to repair your car.
- e. We can't help you if we don't have enough insight into your case. It's your responsibility to pay for and provide us with all the necessary documents, reports, statements and other evidence that we might need. If you drop the ball and don't send us these documents, we may reject your claim – so please get your matters in order.
- f. When it comes to vehicle finance agreements, we can only cover you if you obeyed all terms and conditions. Always make sure that you stick to the rules of the agreement and that your car is only driven by licensed drivers.
- g. Whenever you send us information, triple check that it's 100% accurate, and don't keep any important information from us. If you are not honest with us, you can lose your cover entirely and you'll have to foot the bill for all legal fees.
- h. If ever you need to use a lawyer who's not part of our team, we ask that you chat to us and get our written approval first. If you don't, you'll have to pay all the legal fees and we won't be able to refund you for it.
- i. If you decide not to make use of LAW FOR ALL's lawyers to represent you in court, we may only pay your lawyer up to the LAW FOR ALL tariffs. Any extra costs will have to come out of your own pocket.
- j. Let's talk about **The Mediation Benefit** - here you're only allowed to make use of the mediators appointed by LAW FOR ALL. If you decided to use another mediator who was not approved and appointed by LAW FOR ALL (in writing), your policy won't cover it.
- k. If you want to cancel your policy, we'll be sad, but we won't stand in your way. We only ask that you give us 31 days' notice (in writing, of course).
- l. Should you need to call on any expert witnesses to testify on your behalf, you will have to pay their fees.
- m. You must attend all court dates. If you do not appear in court without a valid reason, and we lose any bail money paid, you will have to pay the money back to LAW FOR ALL.

After your 1-month Waiting Period is over, you will get direct access to our team of tax professionals! Simply pick up the phone, dial our call centre, and get advice on the following tax related issues:

Income Tax; Salary Structuring; Provisional Tax; Retirement Annuities Deduction; Pension Deduction; Company Vehicle and Possible Deductions; Travel Allowance; Medical Aid Deduction; Non-Residency Principle; Interest Deduction; Subsistence Allowance Deduction; Advice on handling disputes with SARS; Advice on raising Objection on Assessment; Individual Capital Gains Tax; Donations Tax.

It's important to remember that:

- The Tax Benefit service is only reserved for the Main Policyholder, and can only be used for personal matters – this means we cannot help you if your question is business-related.
- We can only provide you with tax advice over the phone or email.
- When the time comes to pay tax, it's up to you to make the payment arrangements with SARS.

It's also your responsibility to:

- Update your personal information (like address or banking details) at SARS - we cannot do this on your behalf.
- Get the necessary documents from third parties (for instance IRP5, medical certificates etc.).
- We never deal directly with third parties and we can't get the info or documents related to your tax returns on your behalf - it's all up to you!

