

GOLD POLICY

TERMS & CONDITIONS

— LIPCO —
**LAW
FOR
ALL**

1 | TERMINOLOGY

The following words/phrases will, for the purpose of this policy, have the following meanings:

- a. **Absa:** Absa Insurance Company Ltd, which is the Insurer underwriting this product.
- b. **Business-related Matter:** Any matter where you acted as a sole proprietor (i.e. running your own business) or as a representative/director/shareholder/partner/member of any business or corporate entity. Where the party involved in the dispute is a business or commercial entity (e.g. a sole proprietor, company, close corporation, partnership, trust, or body corporate) and not you as Policyholder in your personal and private capacity, it will be considered business-related.
- c. **LAW FOR ALL:** LIPCO Group (Pty) Ltd, which is the underwriting manager and legal services administrator.
- d. **Legal Expenses:** Professional fees and expenses payable to an attorney (per the fee arrangement between the attorney and LAW FOR ALL) to represent you in a legal matter. It will also include counsel (advocate) fees if, in LAW FOR ALL's sole discretion, it is considered necessary due to the complexity of the matter and LAW FOR ALL agreed to it in writing.
- e. **Policyholder:** The person who signed up for the policy (also referred to as the "Main Policyholder"), their legitimate spouse (formal proof of marriage required), dependent biological/ step/ adopted children (formal proof of age and relationship required) up to the age of 20 years, who are studying, unemployed, unmarried and financially dependent on the Main Policyholder as well as extended family members added to this policy in terms of the extended family benefit. Policyholders will be limited to South African citizens and foreign nationals legally living and/or working in South Africa. In this policy "you/your" refers to the Policyholder.
- f. **Policy Start Date:** The date we received your first monthly premium.
- g. **Pre-existing Matter:** A legal matter or dispute that originated before the Policy Start Date, i.e. where you knew or should have known about it at the time when you signed up for this policy and/or where the matter relates to an event or alleged event that took place or started before your Policy Start Date. Any matter where the problem already started before policy commencement (or before the expiry of any applicable Waiting Period) will be considered a Pre-existing Matter.

- h. Prospect of Success:** A good chance of winning a case, based on: (i) other similar cases that have taken place in South Africa; and (ii) an assessment of the merits of your case by LAW FOR ALL's Merits Committee and/or any legal practitioner appointed by LAW FOR ALL to provide a professional opinion about your chances to succeed with your claim or defence. Failure to provide LAW FOR ALL with sufficient evidence that you have good merits to be successful will mean that your matter lacks the prospect of success and your claim will be rejected.
- i. Waiting Period:** The time that must pass after your Policy Start Date to enjoy a specific benefit (where a Waiting Period applies). For any person who became a Policyholder after the Main Policyholder's original Start Date (e.g. new spouses, adopted stepchildren and extended family), the waiting period will begin on the date when such a person becomes a Policyholder under this policy.

2 | POLICY BENEFITS

2.1 Legal Cost Cover Benefit

2.1.1 What does the benefit entail?

Under this benefit, you will, subject to the terms and conditions, be entitled to formal legal help as well as representation in legal proceedings (i.e. litigation; in court matters) within the borders of South Africa by qualified legal practitioners (lawyers) appointed by LAW FOR ALL.

2.1.2 Which matters are covered under the Legal Costs Cover Benefit?

This benefit will, subject to the exclusions mentioned in clause 2.1.3, cover your Legal Expenses for the following matters:

- 2.1.2.1 Instituting legal action where your case is based on a written agreement** which sets out the terms and conditions that applies to the alleged breach.
- 2.1.2.2 Instituting action in delictual matters** where another person damaged your physical property (e.g. your house or car) and you can supply relevant evidence of the wrongdoing, as well as an expert calculation of the cause and amount of the damages.
- 2.1.2.3 Defending civil and delictual actions** instituted against you, i.e. where another person sues you in civil court for money, goods, services, or damages.
- 2.1.2.4 Applying for your release on Bail** where you were arrested on criminal charges (access to a 24-hour Legal Emergency Line for after hour bail applications available).
- 2.1.2.5 Defending you in Criminal Cases** where criminal charges were instituted against you.
- 2.1.2.6 Defending you in Labour Cases** where you were charged with a dismissible offence, i.e. where you can lose your job if found guilty.
- 2.1.2.7 Representation of the Main Policyholder in Unopposed Divorce Matters**, i.e. where no intention to defend was filed by either party and a settlement was reached (R10 000 limit).
- 2.1.3 Exclusions:** The following matters and expenses will be excluded under the Legal Costs Cover Benefit (i.e. NOT covered) and will be for your own account:
 - 2.1.3.1** Any legal matters not specifically mentioned under 2.1.2 as covered.
 - 2.1.3.2** Business-related Matters.
 - 2.1.3.3** Pre-existing Matters.
 - 2.1.3.4** Claims related to the transgression of intellectual property rights.
 - 2.1.3.5** Matters that originated during the Waiting Period.
 - 2.1.3.6** Where there is no Prospect of Success.
 - 2.1.3.7** Criminal charges related to the use or abuse of alcohol or drugs (e.g. driving under the influence of alcohol);
 - 2.1.3.8** Expenses exceeding the cover provided by this policy.
 - 2.1.3.9** Legal expenses you incurred by you before your claim was approved by LAW FOR ALL and/or without LAW FOR ALL's prior written approval.

- 2.1.3.10** Legal expenses incurred by a legal practitioner who you or your family or friends appointed to represent you and who was not appointed by LAW FOR ALL and is not in possession of a written mandate from LAW FOR ALL to represent you.
- 2.1.3.11** Legal expenses exceeding LAW FOR ALL's approved tariffs where, after your litigation claim was approved, you decided to make use of your own legal practitioner (i.e. not the one offered to you by LAW FOR ALL).
- 2.1.3.12** Pending litigation matters where your policy premiums are not paid up to date. NB: Remember that this is a month-to-month policy, and we only cover you if your premiums are up to date (see clause 4).
- 2.1.3.13** You did not provide LAW FOR ALL with the documents and evidence required to assess your Prospect of Success.
- 2.1.3.14** You did not provide LAW FOR ALL with sufficient proof of the damages you suffered.
- 2.1.3.15** Disputes between you and LAW FOR ALL and/or Absa or any of their shareholders, directors, management, staff, the Intermediary or affiliates.
- 2.1.3.16** Opposed Divorce Matters (i.e. where either party defends the case).
- 2.1.3.17** Legal fees and expenses in any Unopposed Divorce matter exceeding R10 000, i.e. you are only covered up to R10 000 per divorce. The balance will be for your own account.
- 2.1.3.18** Cover outside the borders of South Africa.
- 2.1.3.19** Cover for matters where the cause of action originated outside the borders of South Africa.
- 2.1.3.20** Disputes relating to your residency in South Africa as foreign national or your deportation.
- 2.1.3.21** Representation in the Constitutional Court.
- 2.1.3.22** Matters that fall within the jurisdiction of the Small Claims Court.
- 2.1.3.23** Matters where you want to institute action against the State (including the Municipality and Local Government) and the amount you claim is less than the monetary jurisdiction limit of the Small Claims Court.
- 2.1.3.24** Matters related to adoption or custody rights.
- 2.1.3.25** Costs of expert reports and expert witnesses.
- 2.1.3.26** Claims against the Road Accident Fund.
- 2.1.3.27** Matters resulting from your participation in political activities, civil commotion, labour disturbances, riots, public disorder, or war-like activities.
- 2.1.3.28** Claims based on pain and suffering, unlawful arrest, malicious prosecution, defamation of character, medical negligence, or any other matters where you want to sue for non-financial losses.
- 2.1.3.29** Applying for interdicts, eviction orders, and any other self-motivated court applications (e.g. Rule 43 applications) not specifically covered by this policy.
- 2.1.3.30** Traffic offences where an admission of guilt fine is payable.
- 2.1.3.31** Where you have any other insurance in place to cover your damages and/or indemnify you against loss, e.g. car insurance.
- 2.1.3.32** Where cover is limited to the Main Policyholder only, and you are a dependant.
- 2.1.3.33** Other warrants of execution, if the first one was unsuccessful, i.e. cover in civil matters limited to one warrant of execution.
- 2.1.3.34** Acts performed while under the influence of alcohol and/or drugs based on information provided to LAW FOR ALL and/or other circumstantial evidence showing that you were under such influence.
- 2.1.3.35** Civil and delictual matters where you did not provide LAW FOR ALL with an expert calculation of the damages you want to claim from the other party.
- 2.1.3.36** Domestic violence-related matters.
- 2.1.3.37** Guilty pleas.
- 2.1.3.38** Maintenance matters.

2.1.4 Waiting Period:

2.1.4.1 A **6 (six)-month** Waiting Period applies to cover for **Unopposed Divorce** Matters, i.e. the reason for the divorce must have originated more than **6 (six) months** after the Policy Start Date. Any sign that you planned the divorce or had reasons to file for a divorce before the expiry of the Waiting Period disqualifies you from cover.

2.1.4.2 On **all other Legal Costs Cover Benefits**, a **3 (three)-month** Waiting Period applies. Remember: All Pre-existing Matters are excluded.

2.1.5 Annual Cover: This policy will cover your Legal Expenses for up to **R126 000** per policy per year (calculated from the Policy Start Date and next policy anniversary dates), unless a different amount is specifically prescribed for a specific benefit. Any balance at the end of a policy year will lapse and may not be transferred. Should the Annual Cover amount increase in future, LAW FOR ALL or Absa will let you know in writing.

2.2 LAW FOR ALL Benefits

In addition to the Legal Costs Cover Benefit, you also enjoy the following benefits in your personal capacity (where it is not a Business-related Matter):

2.2.1 Legal Advice Benefit:

2.2.1.1 What does the benefit entail? Telephonic legal advice provided to you by a qualified LAW FOR ALL legal advisor on any civil, criminal, labour or family-related legal matter where you require advice in your personal capacity. For legal emergencies, you have access to LAW FOR ALL's 24-hour Legal Advice Line.

2.2.1.2 Waiting period: No Waiting Period applies. You are entitled to advice on Pre-existing Matters.

2.2.1.3 Exclusions:

2.2.1.3.1 Correspondence with third parties.

2.2.1.3.2 Any form of physical representation.

2.2.1.3.3 Business-related Matters

2.2.2 Mediation Benefit:

2.2.2.1 What does the benefit entail? A qualified LAW FOR ALL legal professional will mediate and negotiate legal disputes between you and any other parties by way of consultations, emails, and letters to resolve matters peacefully, without court intervention.

2.2.2.2 Waiting Period: No Waiting Period applies.

2.2.2.3 Exclusions:

2.2.2.3.1 Business-related Matters.

2.2.2.3.2 Pre-existing Matters.

2.2.2.3.3 Physical representation in any formal court process or forum will be excluded.

2.2.2.3.4 Formal mediation as provided for in the Statutory Court Rules.

2.2.3 Contract Assist Benefit: Access to a variety of standard everyday contract templates (excludes drafting and notarisation, unless specifically provided for in this policy).

2.2.4 Property Transfer Benefit: Up to 35% discount on transfer fees (not transfer duty) when making use of one of LAW FOR ALL's recommended panel attorneys (your discount will depend on the actual purchase price).



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

3 | YOUR OBLIGATIONS

- a. Don't delay - when you become aware of a legal issue for which you need help or cover, make sure that you report it to LAW FOR ALL within 31 (thirty-one) days!
- b. When you want to report a new case, use the contact details on your client card to contact 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, do not just leave it there! Please put your reasons in writing and send it to the person whose details appear on the rejection letter. If you want to take legal action against LAW FOR ALL or Absa regarding a rejected claim or for any other reason based on this policy, you must do so within 180 (one hundred and eighty) days of the dispute. If not, we will not entertain your matter.
- d. 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 don't send us these documents, we will reject your claim.
- e. 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.
- f. Whenever you send us information, triple check that it's 100% correct, and don't keep any important relevant 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.
- g. If ever you need to use a lawyer who's not part of our team, please talk 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 liable to refund you for it.
- h. If you decide not to make use of LAW FOR ALL's lawyers to represent you in court, we will only pay your lawyer up to the LAW FOR ALL tariffs. Any extra costs will have to come out of your own pocket.
- i. 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 decide to use another mediator who was not approved and appointed by LAW FOR ALL (in writing), your policy won't cover it.
- j. 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 (thirty-one) days' notice (in writing, of course).
- k. 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.

4 | PAYMENTS

- 4.1 You must pay your full premium every month in advance on the date you agreed to when you are signed up for the policy.
- 4.2 Cover under this policy will only be available if your monthly premium payments are up to date.
- 4.3 Should you not pay your first premium, your policy will not incept. We will contact you for your consent that we may try and re-debit your account for the outstanding amount. Should we be unable to get your consent, we shall consider your policy as "not taken up."
- 4.4 The period of insurance is each period of 1 (one) calendar month for which a premium has been received. Your policy is therefore renewed on a month-to-month basis on receipt of the premium for that specific month.
- 4.5 Subject to the grace period below, any claim under your policy will be rejected if premiums are unpaid.

- 4.6 From the second month of cover, we will allow you a period of 31 (thirty-one) days from the premium due date within which to pay your premium (the “grace period”) should you have missed a payment. Any payment received within the grace period will cover your outstanding premium for that month.
- 4.7 If you pay by debit order and a month’s premium is missed, we will double debit the following month. Should we fail to collect a double premium, the policy will automatically be cancelled.
- 4.8 If you pay by salary stop order and your premium payment fails, do not make any electronic funds transfers (EFTs) into our bank account. We will contact you to make the necessary arrangements to bring your policy up to date.
- 4.9 If you have not paid your outstanding premium by the end of the grace period, and miss a further monthly premium, your policy will automatically cancel at midnight on the day such premium was originally due.
- 4.10 If you have a claim during the grace period, we will consider the claim only once we have received the outstanding premium.
- 4.11 If you wish to dispute the cancellation of your policy, you should inform us immediately by calling our Client Care Department on 0861 10 22 51 for resolution.



Keep in Mind: Your monthly premium is subject to annual review. That means we may adjust your premium due to external factors (such as inflation, increases in legal fees or operational expenses). Please don’t worry! If you aren’t able to afford the new premium, let us know and a Sales Representative will get in touch about more affordable options.

5 | AMENDMENTS

If for whatever reason, we decide to change or cancel your policy, we will give you 31 (thirty-one) days’ notice. Keep an eye on your inbox, cell phone or post box, because we’ll be sending you notifications via email, SMS or by post. If we feel that you are misusing your benefits or not playing fair, we have the right to add extra terms and conditions to your policy. As long as you keep to the rules, we’ll go the extra mile for you – simple as that!

6 | WAIVER OF RIGHTS

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 37 of 2002*, *General Code of Conduct for Authorised Financial Service Providers and Representatives*, and *FAIS Code of Conduct*. Neither LAW FOR ALL nor Absa will recognise, accept or act on any waiver by you and it will be considered null and void.

7 | COOLING-OFF PERIOD

All policies issued for a period exceeding 31 (thirty-one) days are subject to a cooling-off period. You have 14 days from receiving a new policy contract, or any variation/amendment to your existing policy contract, to cancel the policy entered into or the variation made to an existing policy. On cancellation, if no claims or benefits have been paid by the Insurer, all premiums collected for the new policy or the additional premium charged for the variation, will be refunded.

8 | CRIMINAL ACTIVITIES, MONEY LAUNDERING, TERRORIST FINANCING, SANCTIONS & PROHIBITED ACTIVITIES

Absa Insurance Company Limited as part of Absa Bank Limited, must comply with national and international laws, regulations, policies, rules and requirements to prevent criminal activities, money laundering and terrorist financing, sanctions and prohibited business activity laws and rules violations. Absa must therefore check all information from and about you and related parties and monitor, verify, process and screen your and related party information, instructions and transactions on an ongoing basis. Absa holds the right to cancel your policy as noted in the applicable regulations. Absa is not responsible for any losses or damages that you may suffer because of these checks or by Absa ending the relationship. This includes any loss of profits or savings that you would otherwise have expected to make.

9 | PROTECTION OF PRIVACY

- 9.1 Absa Group Limited, including all of its subsidiaries, having its head office at 15 Troye Street, Johannesburg, South Africa, is committed to maintaining the privacy and security of customers' personal data collected by us, whether in hard copy or electronic form.
- 9.2 Personal data is defined as information that allows us to identify you as a natural person or, where applicable, as a corporate entity (such as a company or trust). Absa Insurance Company ("AIC") as part of the Absa Group is collecting this data to assess your application and, if successful, provide you with the products and/or services as described in this policy.
- 9.3 Unless otherwise specified, you need to provide all of the personal data requested in the application. Should you not provide us with the required information, we have the right to cancel your policy as noted in the applicable regulations.
- 9.4 We may carry out further processing on your personal data for historical, research and statistical purposes or to comply with our legal obligations. We will not engage you in any electronic direct marketing (excluding telemarketing), unless you have given us the relevant consent.
- 9.5 We may also use your personal data for carrying out automated decisions that may impact you. If you are unhappy about the outcome of the decision, please contact us.
- 9.6 Where necessary, we may share your personal data within the Absa Group and with other third-party service providers, including credit bureaus that process your personal data in conjunction with us or on our behalf. These third-party providers, whether local or transborder, are contractually obligated to process your personal data in line with our privacy and security policies. Our third parties may be located within your country of residence or in another country. When appropriate, we may also share your personal data with regulators or other crime-fighting agencies.
- 9.7 We will keep your personal data only for as long as we have to in terms of applicable laws and regulations. After this time, your personal data will be securely destroyed or de-identified.
- 9.8 We will not share any of your personal details with any external companies or service providers unless so required by law or for the purposes of your insurance policy.
- 9.9 To the extent that local legislation permits or if you are a resident of the European Union or United Kingdom, you have the following rights regarding your personal information:
- 9.10 You may also ask the Absa Group to port your personal information to another party in terms of applicable European Union and United Kingdom data privacy legislation:
 - 9.10.1 To access your personal information that we have on record.
 - 9.10.2 To ask AIC as part of the Absa Group to correct any incorrect personal information. These requests must be sent to us in writing.

- 9.10.3** To ask AIC as part of the Absa Group to delete or destroy your personal information.
- 9.11** You can also object to AIC as part of the Absa Group processing your personal information. These requests must be sent to AIC as part of the Absa Group as in writing. However, if you ask us to do this the Absa Group may have to suspend the provision of products and/or services for a period of time, or even terminate its relationship with you. The Absa Group's records are subject to regulatory retention periods, which means we may not be able to delete or destroy your personal information immediately upon request.
- 9.12** If you have a complaint relating to the protection of your personal information, including the way in which we collected or processed it, please contact us. If you believe that your complaint was not dealt with satisfactorily, you may lodge a complaint with your local privacy regulator.
- 9.13** By agreeing to the terms and conditions, you agree that the personal information you provided is accurate and complete to the best of your knowledge and you consent to AIC as part of the Absa Group processing your personal data for this purpose. These terms and conditions must be read in conjunction with our detailed privacy policy, which may be found at absa.co.za

10 | USE YOUR BENEFITS

Simply call **0861 00 22 86** or email your problem to **legal@lawforall.co.za**. You can also **SMS YOUR NAME** to **30838** and we'll call you back. For after-hour legal emergencies, such as bail applications, call **0861 66 62 83**. Are you happy with our service? Or perhaps feel we can improve? We'd love to hear from you. Contact our **Client Service team** on **0861 10 22 51** or send an email to **feedback@lawforall.co.za**.



BENEFIT SUMMARY, SUBJECT TO POLICY TERMS & CONDITIONS

Benefit	Waiting Period	Most Relevant Exclusions / Limitations	Monetary Cover
		Provided that premiums are up to date, within the borders of South Africa and all the documents received.	
Legal Cost Cover Benefits			R126 000 p.a.
Instituting Action based on Written Agreements.	3 months	Business-related Matters; Prospect of Success; Pre-existing Matters; No written & signed contract	Part of Annual Cover
Instituting Action based on Delict	3 months	Business-related Matters; Prospect of Success; Pre-existing Matters; Failure to prove damages	Part of Annual Cover
Defending Civil and Delictual Claims	3 months	Business-related Matters; Prospect of Success; Pre-existing Matters	Part of Annual Cover
Bail Application	3 months	Pre-existing Matters	Part of Annual Cover
Criminal Matters	3 months	Prospect of Success; Pre-existing Matters; Alcohol-related	Part of Annual Cover
Labour Matters	3 months	Prospect of Success; Pre-existing Matters; Not a dismissible offence	Part of Annual Cover
Unopposed Divorce Matters	6 months	Prospect of Success; Pre-existing Matters	R10 000
LAW FOR ALL Benefits			
Legal Advice Benefit	None	Business-related Matters	Unlimited
Mediation Benefit	None	Business-related Matters; Pre-existing Matters	Unlimited
Emergency Line Benefit	None	Non-emergency; Business-related Matters	Unlimited
Contract Assist Benefit	None	Non-standard Agreements; Business-related Contracts	Unlimited
Property Transfer Benefit	None	Transfer duty; Amount exceeding applicable discount	Not Applicable