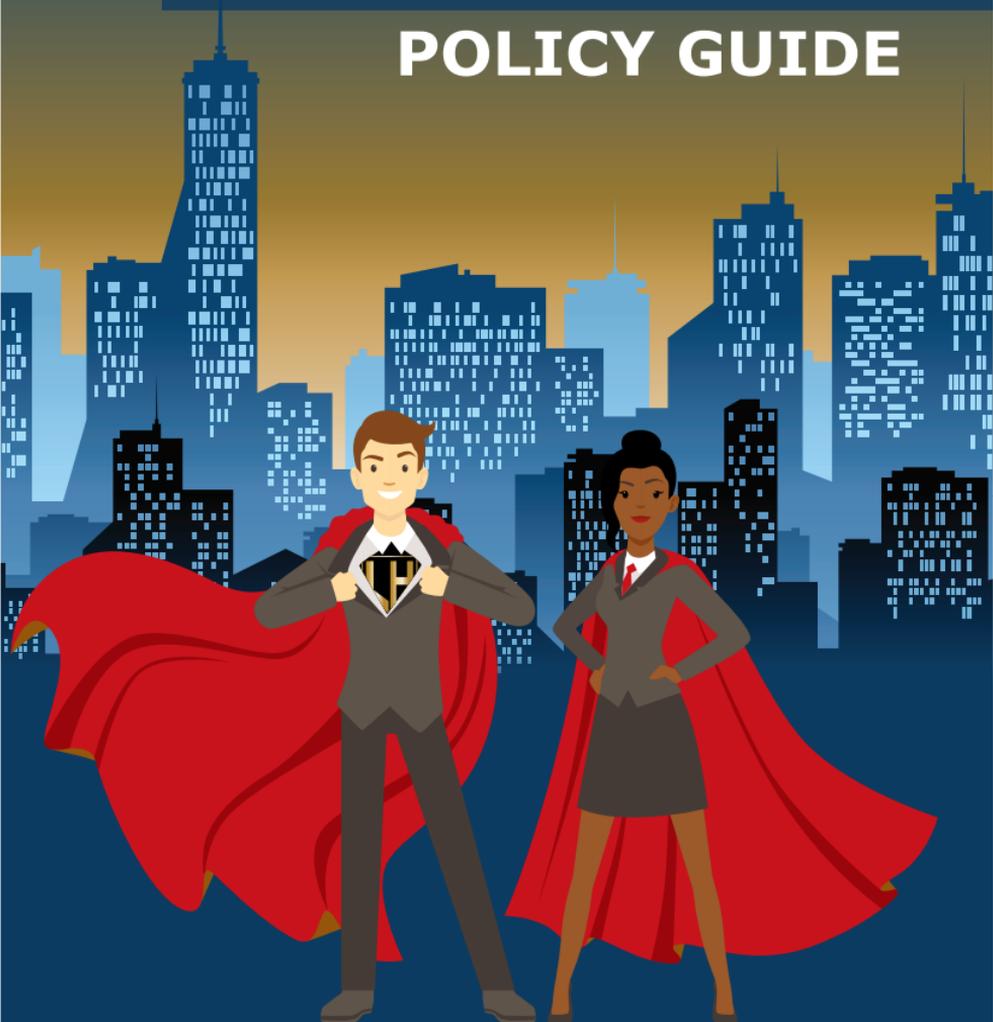




# LEGAL HERO **BLACK**

*Insurance against life's legal villains.*

## POLICY GUIDE



This product was developed by Legal Hero (Pty) Ltd with company registration number 2014/046729/07. Legal Hero (Pty) Ltd is an authorised financial services provider operating under the license number 45377. Underwritten by Guardrisk Insurance Company Ltd with FSP number 75



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## Introduction

*Legal Hero welcomes you and your family to the brand that values you and your legal rights.*

Good to know is that Legal Hero will either cover your criminal, civil, labour or family law expenses annually in terms of this policy or reward your loyalty with a cashback benefit.

Kindly take care when reading this guide as it sets out the terms and conditions of your policy. It is important that you understand the contents of this document. Please do not hesitate to direct any questions to Legal Hero at 010 001 1001.

Legal Hero is an authorized financial services provider with license number 45377. This Policy is underwritten by Guardrisk Insurance Company Limited with FSP number 75.

### 1. Definitions of legal and insurance related terms

- 1.1 "Accidental Death": refers to the death of the principal policyholder solely and directly due to an accident that occurred in the Republic of South Africa that caused bodily harm, resulting in the passing of the principal policyholder within 12 (Twelve) months from the date of the aforesaid accident.
- 1.2 "Bail Cover": refers to money paid to Court by Legal Hero on behalf of the policyholder following the arrest of the policyholder and/ or his/ her spouse and/ or dependent/s and subject to the terms and conditions mentioned in this policy wording.
- 1.3 "Cause of Action": refers to the date upon which the legal problem originally originated. It is the initial event, either proven or alleged, that caused the legal problem and lead to the policyholder claiming the advice benefit and/or the out of court legal negotiation benefit and/or the litigation (in court) benefit.
- 1.4 "Commencement Date": refers to the date upon which the policyholder successfully pays this policy's first premium and does not miss a premium payment thereafter.
- 1.5 "Claim-Free Cashback": refers to the amount of

- R1 500.00 (One Thousand Five Hundred Rand) rewarded to the principal policyholder every 60 (Sixty) months should he/she and/or his/her dependents qualify in terms of section 7 below.
- 1.6 "CCMA": refers to the Commission for Conciliation, Mediation and Arbitration. The CCMA deals with several labour disputes by way of a two-step process, namely conciliation (in terms of which legal representation is prohibited) and arbitration should conciliation fail (legal representation is permitted during arbitration proceedings).
- 1.7 "Criminal Mediation": refers to legal mediation for less serious charges and/ or first offences, which may be withdrawn against the accused should the State and Complainant (person who was wronged) agree to legal mediation and accept an apology by the accused, coupled with the payment of the Complainant's damages (if any) or undergoing anger management classes, etc. Note that this form of alternative dispute resolution, also known as informal mediation or mediation with the State will be considered on a case by case basis where the fact and charges allow for it.
- 1.8 "Dependent/s": refers to the principal policyholder's spouse and dependent children. Policyholders may register their family members by contacting Legal Hero or their broker.
- 1.9 "Dependent children": refers to the principal policyholder's four eldest own/ adopted/ step children under the age of 28 (Twenty-Eight) years who are unemployed, unmarried and financially dependent on the principal policyholder.
- 1.10 "Diversion": refers to a non-traditional Criminal Guilty Plea that may be pursued when the State is certain of a conviction and is furthermore certain that the traditional Court process would most likely not include jail time of longer than one year. In terms of a diversion, one admits to criminal wrongdoing and agrees to community service hours/ apologises to the victim's family where relevant, etc., with the benefit that it does not leave the wrongdoer with a Criminal Record;
- 1.11 "Guardrisk": refers to Guardrisk Insurance Company Limited, who underwrites this policy and is an authorized financial services provider operating under license number 75.
- 1.12 "Legal Hero": refers to Legal Hero (Pty) Ltd, who is Guardrisk's underwriting manager for this product as also the coordinator of all legal

services rendered in terms hereof.

- 1.13 "Policyholder": refers to the principal policyholder whose premiums are up to date, his/ her spouse and 4 (Four) eldest dependent children. Supporting Documents including but not limited to identity documents, birth certificates, marriage certificates, Home Affairs certificates may be requested by Legal Hero before servicing the principal policyholder's spouse and dependent children under the policy.
- 1.14 "Policy wording": refers to this policy document, which contains the terms and conditions applicable to your Legal Hero policy.
- 1.15 "Premium": refers to the payment made by the policyholder. Premiums must be paid by the 7th (Seventh) day of each consecutive month, failing which the commencement date changes.
- 1.16 "Spouse": refers to the principal policyholder's 1 (One) Civil Law or a registered Traditional spouse. Should a policyholder get married after his/ her commencement date, the date of marriage will be regarded as the new spouse's commencement date for the purpose of determining any waiting periods applicable to this policy.
- 1.17 "Waiting period": refers to the expiry of a specific time period as calculated from the policy's commencement date onwards. A waiting period may be applicable to a certain litigation benefit, which means that the cause of action date of the legal event (date legal problem originates) must happen only after the expiry of the waiting period in order to qualify for litigation assistance, should a waiting period apply.

## 2. Benefits

### 2.1 Legal Advice:

This benefit entitles the policyholder to legal advice on any real-life labour, civil, family or criminal matter affecting the policyholder or registered dependents directly. It therefore excludes academic questions (for example assistance with a legal student's assignment). The legal advice benefit is provided telephonically by qualified legal advisors appointed by Legal Hero.

2.1.1 There is no waiting period applicable as this legal advice benefit is available to the policyholder as of the commencement date.

2.1.2 The legal advice benefit is limited to 5 (Five) legal

advice consultations per month with a duration of 15 (Fifteen) minutes per consultation.

**2.1.3 Using the Legal Advice benefit WILL affect the policyholder's 'Claim-free Cashback.'**

**2.2 Out of Court (legal negotiation) benefit:**

Should the legal query require more than basic legal advice, a legal file will be registered in order to assist with Legal Hero's Out of Court benefit. Out of court legal negotiations include telephone calls to the other party, letters of demand, faxes, emails and consultations held on behalf of the policyholder by qualified legal professionals. This saves policyholders time as South African courts are often subject to delay.

2.2.1 There is no waiting period applicable and this out of court legal negotiation benefit is available to the policyholder as of the commencement date provided the policyholder furnishes Legal Hero with the documentation and proof requested by Legal Hero.

2.2.2 This benefit extends to cover legal problems that arose within six months prior to the commencement date of the policy.

**2.2.3 A request for assistance in terms of the Out of Court benefit WILL affect the policyholder's 'Claim-free Cashback.'**

2.2.4 Included in terms of the Out of Court (legal negotiation) benefit:

- i. Negotiations and the settlement of a civil matter where the policyholder wishes to institute or defend a claim;
- ii. Assistance with the filing of labour grievances;
- iii. Written representations for child maintenance payments;
- iv. Assistance with parenting plans;
- v. Perusing and offering legal advice on contracts of up to 20 (Twenty) pages;
- vi. Assistance with the drafting of the following contracts:
  - a) Contract of sale for movable property;
  - b) Contract of sale for immovable property;
  - c) Settlement agreements for divorce or debts;
  - d) Acknowledgement of debt;
  - e) Employment contract for domestic workers;
  - f) Lease agreement for a house or

- apartment;
- g) Basic wills.

### **2.3 Litigation (in Court benefit):**

2.3.1 The litigation (in Court) benefit provides cover when the legal problem of the policyholder is of such a nature that it cannot be solved out of court by way of legal advice or out of court negotiations. It provides physical representation of quality legal Attorneys during Court proceedings.

#### **2.3.2 A request for assistance in terms of the Litigation benefit WILL affect the policyholder's 'Claim-free Cashback.'**

2.3.3 The maximum benefit payable is limited to R200 000.00 (Two Hundred Thousand Rand) per year, unless otherwise expressly limited in terms of a specific litigation benefit, a list of which is found in section 3 (Three). Please note: the annual limit of R200 000.00 (Two Hundred Thousand Rand) is an aggregate amount and does NOT refer to an individual limit for a family, civil, labour or criminal matter. This means that the total amount of R200 000.00 (Two Hundred Thousand Rand) per year is a collective amount that includes and combines all family, civil, labour, criminal and other legal expenses.

2.3.4 In the event that the maximum benefit of R200 000.00 (Two Hundred Thousand Rand) or the limits as stated in the specific litigation benefit found in section 3 (Three) has been reached in respect of any specific claim, such cover will not be renewed to a further R200 000.00 (Two Hundred Thousand Rand) or such other specific limit in the following year for that specific claim.

2.3.5 There is no waiting period applicable to Legal Hero policyholders, unless a waiting period is expressly specified in terms of a specific litigation benefit, a list of which is found in section 3 (Three).

2.3.6 Upon the outcome of a formal successful merit assessment, as referred to in paragraph 2.3.7, Legal Hero is responsible for appointing in writing and covering the legal fees of a preapproved legal practitioner who will attend to the litigation (in court) matter of the policyholder. Legal fees are calculated in accordance with Legal Hero's approved fee structure as agreed upon by Legal Hero and the legal practitioner, the aforementioned agreement which is on a party and party scale for civil matters and a set fee

- structure for family, criminal and labour matters.
- 2.3.7 All of the following criteria must be met in order to qualify for litigation cover:
- a) Up to date premium payments by the policyholder. The litigation claim will be rejected if premiums are in arrears or were in arrears when the cause of action arose;
  - b) The cause of action arose after the commencement date of the policy. This means that the legal problem only happened after the Legal Hero policy came into effect;
  - c) In the limited instance where a waiting period applies, the cause of action of the legal problem arose after the relevant waiting period had passed;
  - d) The legal problem of the policyholder is specifically included in terms of this policy guide, as listed under section 3 (Three);
  - e) The legal problem of the policyholder is not specifically excluded in terms of this policy guide, as listed under section 4 (Four);
  - f) All documents required in order for the claims assessment team to diligently assess a claim for litigation, were submitted by the policyholder at least 7 (Seven) days prior to the court appearance date in order for the Merit Assessor to properly assess the claim. This condition does not apply to Criminal Bail matters;
  - g) The claims assessment team are satisfied that legal advice and the out of court assistance benefit have been exhausted, rendering the assessment of a litigation claim inevitable;
  - h) The Legal Hero claims assessment team have found that the legal problem of the policyholder has a reasonable prospect of success in order not to waste the time of the court;
  - i) The cause of action arose within the borders of South Africa;
  - j) All parties involved need to be permanently resident in South Africa;
  - k) The legal representation in Court proceedings must fall within the borders of South Africa;
  - l) The litigation request was submitted within a reasonable timeframe, which is at least 7 (Seven) days since becoming aware of same. Urgent matters submitted less than 7 (Seven) days in advance may be attempted but an

outcome cannot be guaranteed. Furthermore, where successful, such a late claim may require an 'urgency fee,' which will be for the policyholder's own account. An example will be where the policyholder requests last-minute notary assistance for an ante-nuptial agreement where conclusion of the marriage (wedding ceremony) is less than seven days away. In such cases, our panel attorneys may request higher fees due to the last-minute instruction. Such additional fees will be for the policyholder's own account. Note that such 'urgency fee' does not apply where bail/arrest matters are concerned.

### **3 Litigation (in court) benefit and what it includes:**

- 3.1 Formal and/or Informal bail applications for the release of the policyholder and/or registered dependants on bail (a 24 hour emergency arrest line is available to the policyholder). Formal bail applications conducted by appointed Panel Attorneys will initially only cover the policyholder's or registered dependant's bail appearance. Further court appearances (while the State is still investigating the criminal charge) up until the outcome of a formal merit assessment will be conducted by the policyholder with the assistance of his/her appointed Legal Hero officer;
- 3.2 Legal Hero will only pay for one Panel Attorney to apply for formal bail per criminal charge, should all the other qualifications for cover be met;
- 3.3 Defense in criminal matters (e.g. assault, robbery, murder, rape, fraud etc.) or a diversion/ criminal mediation for less serious matters where it is an option. Legal Hero will only cover a maximum of two (2) criminal mediation sessions per year per policy and Legal Hero will not be liable for the accused's fine/ damages that he/ she is ordered to pay to the Claimant following the outcome of the criminal mediation;
- 3.4 Bail cover of R5 000 (Five Thousand Rand) per year, provided the Legal Hero appointed panel attorney signs the bail receipt;
- 3.5 Guilty pleas in criminal matters provided that it is not a case of malice;
- 3.6 Representation during disciplinary hearings provided there is a danger of dismissal and the

- employer allows same;
- 3.7 CCMA (Arbitration) and Labour Court representation: R200 000.00 (Two Hundred Thousand Rand) aggregate cover per annum and R20 000.00 (Twenty Thousand Rand) cover per claim;
  - 3.8 The institution or defense of a civil claim, provided that the claim has not prescribed in terms of the Prescription Act 68 of 1969;
  - 3.9 Defamation claims, provided same was made public by way of electronic/printed media and that same resulted in financial loss in the policyholder's personal capacity;
  - 3.10 Opposed and unopposed divorces: R200 000.00 (Two Hundred Thousand Rand) aggregate cover per annum and R20 000.00 (Twenty Thousand Rand) cover per claim subject thereto that **1 (One) month waiting period has passed;**
  - 3.11 Child maintenance representation provided the other party is legally represented;
  - 3.12 Registration of an ANC (ante nuptial agreement) for the principal policyholder only, subject to a **3 (Three) month waiting period. This means the parties got engaged three months after becoming a policyholder;**
  - 3.13 An additional benefit for Legal Hero policyholders is the discount of up to 40% (depending on value of property) on transfer & bond registration fees, provided the policyholder makes use of an attorney appointed by Legal Hero. There is no waiting period applicable.

***IMPORTANT TO UNDERSTAND is that matters not specifically mentioned in this policy guide, as well as those specifically excluded in terms of this policy, will under no circumstances be covered by this policy.***

#### **4 Exclusions: matters that will NOT be covered by this policy**

- 4.1 Litigation (in court) cover where the cause of action date is prior to the commencement date of the Legal Hero policy;
- 4.2 Litigation (in court) cover for certain litigation benefits where a waiting period applies which has not yet lapsed;
- 4.3 Where the policyholder becomes a fugitive (is on the run) from justice;
- 4.4 Legal assistance requested by the dependents

- when it is directed against the best interests of the principal policyholder;
- 4.5 When legal representation and proceedings fall outside the borders of South Africa or where the legal problem originally arose outside the borders of the Republic of South Africa;
  - 4.6 When a legal claim has been considered by Legal Hero and it has been found that a reasonable prospect of success does not exist. This includes the instance where it was found that the policyholder withheld from Legal Hero the relevant contracts, statements, reports, etc. or where it is found that the policyholder failed and/or neglected to state the true merits of the claim;
  - 4.7 Interlocutory applications, unless approved by Legal Hero in writing. An interlocutory or pre-trial application refers to a request for a temporary decision on an issue before the court gives its final judgment;
  - 4.8 When there is a dispute concerning the merits and/or quantum of a claim between the policyholder and Legal Hero;
  - 4.9 Private legal fees incurred by the policyholder by using an attorney whose services were not formally requested by Legal Hero in writing;
  - 4.10 Business matters and applications for business related matters, including any act the policyholder performs with the object to generate income or profit. This does not include the salary the policyholder receives from his/her employer as labour matters are covered in terms of this policy;
  - 4.11 Political activities by the policyholder that involves any government, local and/ or tribunal authority;
  - 4.12 Legal problems where the policyholder intentionally disregarded the law in acts of malice and cruelty whilst realizing the possible consequences of his/her actions or where the reasonable person would have realized the possible consequences at the time of the incident. This includes but is not limited to warlike operations, public disorder, civil disobedience and unlawful strikes;
  - 4.13 When the policyholder becomes a habitual criminal and is charged with the same or similar criminal offence twice within a period of 12 (Twelve) months without a reasonable explanation at the discretion of Legal Hero;
  - 4.14 Any cession, assignment or delegation with the

- result or the purpose to change any matter which is not covered in terms of this policy in order to bring it within the ambit of this document;
- 4.15 Matters that fall within the jurisdiction of any community court where legal representation is not necessary or allowed, such as the Small Claims Court;
  - 4.16 Household/ domestic problems between family members or arising out of an affectionate relationship between spouses, lovers, ex-spouses or ex-lovers. This exclusion does not include divorce and maintenance matters;
  - 4.17 Legal fees for a divorce exceeding the limit of R20 000.00 (Twenty Thousand Rand) per year;
  - 4.18 The establishment of a trust;
  - 4.19 Any formal application, whether of a civil, family, criminal or labour nature arising out of the policyholder's own motivation, including, but not limited to evictions, interdicts, sequestration, Rule 43 applications in divorces;
  - 4.20 The winding up of the estate of the policyholder after his/her death;
  - 4.21 Legal fees for a CCMA or Labour Court matter exceeding R20 000.00 (Twenty Thousand Rand) per year;
  - 4.22 Any claim for non-monetary loss by the policyholder, including wrongful arrest;
  - 4.23 A litigation claim based on an oral agreement between the policyholder and a third party in the instance where there is no written proof of the terms and conditions thereof;
  - 4.24 Legal representation in the Constitutional Court of South Africa;
  - 4.25 Any tax related matter or tax related litigation;
  - 4.26 Legal costs and expenses relating to any appeal or review of a case when a successful outcome was not reached in the Forum of First Instance;
  - 4.27 When Legal Hero is not informed within 30 (Thirty) days by the policyholder after the occurrence of a legal problem likely to rise to litigation (in court assistance). It is the duty of the policyholder to report the legal problem and safe keep proof that same was reported;
  - 4.28 When it is possible for the policyholder to claim damages through any other form of insurance, for example when the policyholder has motor vehicle insurance;
  - 4.29 Loss or damage to the vehicle of the policyholder

in the instance:

- a) where the terms and conditions of his/her finance agreement prescribes insurance, which the policyholder failed to comply with;
  - b) when the vehicle of the policyholder was driven by anyone other than the principal policyholder or any of his/her dependents;
  - c) where the principal policyholder or any of the dependents driving the vehicle was not in possession of a valid driver's license at the time of the incident;
- 4.30 Legal representation at ID parades and judicial inquests;
- 4.31 Any further collection costs necessary after Legal Hero has, on behalf of the policyholder, secured a judgment confirming the money owed by a third party to the policyholder and a first warrant of execution has been issued;
- 4.32 The payment of a cost order (a cost order is when the court orders the payment of the legal fees incurred by the third party as well);
- 4.33 The fees of an expert witness, expert reports, the fees of tracing agents and the security for execution proceedings will not be covered in terms of this policy;
- 4.34 Bail payment will not be granted in the following instances:
- a) Where the policy fees are in arrears or the policy has lapsed;
  - b) Where the policyholder or registered dependents made use of his/ her own attorney not formally mandated by Legal Hero in writing to attend to the bail payment;
  - c) Where the bail amount exceeds R5 000.00 (Five Thousand Rand). The entire bail amount of a bail payment exceeding R5 000.00 (Five Thousand Rand) is for the policyholder's own account;
  - d) Where the policyholder or registered dependents has reached his/ her R5 000.00 (Five Thousand Rand) annual limit.
- 4.35 Should the policyholder forfeit the said bail payment by not attending court hearings due to negligence on his/ her part, Legal Hero will have a civil claim against the policyholder to recover the relevant bail payment made;
- 4.36 Where the policyholder was under the influence of drugs and/ or alcohol and the State has sufficient evidence to successfully prosecute. Legal Hero

may still offer a guilty plea or a diversion or criminal mediation should a diversion or criminal mediation be a possibility, depending on the level of intoxication.

## 5 General Process

- 5.1 Legal Hero will upon receipt of a legal issue from a policyholder via telephone, fax or email correspondence provide legal advice and thereafter open a legal file in order to commence out of court legal negotiations, provided same is necessary and applicable in terms of the cause of action date and premiums paid.
- 5.2 Legal Hero may request from the policyholder to provide **at his/her own costs** the relevant documentation, information and explanations, including but not limited to copies of the docket at own cost in the case of a criminal matter, deemed reasonable and necessary by Legal Hero in order to assist the policyholder with out of court legal negotiations and/or to determine the prospect of success of a litigation (in court) claim. Feedback on a pending file under the out of court benefit will be provided to the policyholder telephonically.
- 5.3 In the event that the out of Court negotiations prove to be unsuccessful, the Legal Hero claims assessment team will receive the legal file for assessment. The claims assessment team can either approve or reject a legal claim under the litigation (in court) benefit. In the event of a rejection the policyholder will receive a formal letter listing the reasons for the rejection as well as the procedure and timeframe available to lodge a formal complaint, should the policyholder be of the opinion that cover was unreasonably withheld by Legal Hero considering the terms and conditions set out in this policy guide.
- 5.4 Once the Legal Hero claims assessment team has approved a litigation claim, Legal Hero will refer the matter to a handpicked panel attorney in writing, authorizing the attorney to take the matter to court at the expense of Legal Hero.

## 6 General Conditions

- 6.1 Legal Hero reserves the right to make modifications to the premium and the terms and conditions of this document. Legal Hero will notify

- the policyholder of modifications to the premium and/ or terms and conditions of this document by way of 30 (Thirty) days written notice. Payment of fees subsequent to such notification will indicate the policyholder's acceptance thereof;
- 6.2 The policyholder may cancel the policy by way of 30 (Thirty) days written notice to Legal Hero. The onus is on the policyholder to prove that cancellation was timeously requested. A full refund will be payable to the policyholder should the policy be cancelled before the first premium is due;
- 6.3 Legal Hero reserves the right to cancel this policy by giving 30 (Thirty) days written notice. This policy may however be cancelled by Legal Hero with immediate effect should a policyholder become abusive by swearing, shouting or refusing to give his/her full cooperation to Legal Hero, including the employees, managers and the appointed legal practitioner/s;
- 6.4 All benefits in terms of this policy will be provided on the provision that the premiums of the policyholder are up to date and the legal assistance requested is in accordance with the terms and conditions of the policy as set out in the policy guide.
- 6.5 The policyholder will forfeit all benefits and his/her policy will lapse in the event that his/her payment history reflects 2 (Two) outstanding payments, whether consecutive or scattered, within any period of 24 (Twenty-Four) months;
- 6.6 Lapsed policies may be reinstated upon receipt of the first payment of the policyholder. The date of reinstatement will count as the new commencement date of the policy from which all applicable waiting periods will run again;
- 6.7 In the event that the policyholder upgrades to a superior legal product, waiting periods specified by the superior legal product will apply for any additional policy benefit not covered by the previous legal product. Additional benefits will not have any retrospective force, meaning that it will not cover matters with a cause of action date falling within the timeframe of the previous legal product;
- 6.8 No precedent and no variation of this document will be of force in the event that Legal Hero covers a litigation matter which is not in accordance with the terms and conditions as set out in this

- document;
- 6.9 Legal Hero reserves the right to reject a litigation claim with similar facts to a previously approved litigation claim during which the policyholder deliberately or negligently failed to cooperate with the advice and assistance provided by Legal Hero or the legal representative appointed to the case which resulted in the case not being finalized the first time and Legal Hero incurring unnecessary expenses;
- 6.10 The payment of bail money on behalf of the policyholder will be refunded to Legal Hero and not to the policyholder once the court case has been finalized;
- 6.11 The relevant Bail receipt is to be signed by an appointed Legal Hero Representative, only;**
- 6.12 The policyholder indemnifies Legal Hero and Guardrisk against any claims resulting from advice given or acts performed by the legal practitioners contracted by Legal Hero to advise or represent policyholders in terms of the litigation (in court) benefit. Legal Hero and Guardrisk will therefore not be held liable for any loss caused by the appointed legal practitioner, all of which are registered attorneys and advocates;
- 6.13 The policyholder agrees to attain the written approval of Legal Hero before settling a litigation (in Court) matter out of court, unless the settlement includes the right of recovery of legal expenses already paid by Legal Hero. All litigation expenses paid by Legal Hero up until the date of settlement must be refunded, whereafter the balance will be paid over to the policyholder;
- 6.14 Legal Hero may require a policyholder to sign an indemnity form before litigation cover is provided. In terms of the indemnity form the policyholder undertakes to provide Legal Hero with accurate information and not to withhold important information in order to secure litigation cover, failing which the policyholder undertakes to refund Legal Hero any amounts previously paid in terms of the claim;
- 6.15 Legal Hero will send a written rejection letter with reasons in the event that a claim of the policyholder was rejected, where after the policyholder or his/her representative has a limit of 90 (Ninety) days from that date to query the decision. If the

policyholder is not satisfied with the resolution of the query, the policyholder may refer the query to the Ombudsman for Short Term Insurance at P.O. BOX 32334, Braamfontein, 2017. Tel: (0860) 726 890 or (011) 726 8900. If the policyholder chooses not to utilize the Ombudsman for Short Term Insurance and Legal Hero has still not changed its decision, the policyholder has 180 (Hundred and Eighty) days from the date of the original notice of the decision not to pay, in which to issue summons, failing which the policyholder will forfeit the claim and Legal Hero and/or Guardrisk will have no further liability in terms of the claim;

- 6.16 It is the responsibility of the policyholder to update his/ her personal details, including change in mobile number, by contacting Admin on 010 001 1001 and selecting option 1, or sending an e-mail to admin@legalhero.co.za. Legal Hero will not accept responsibility for costs incurred due to not being able to contact the policyholder.

## **7 Claim-Free Cashback**

- 7.1 The reward calculation period stretches over 60 (Sixty) months, starting on the commencement date of the policy and ending exactly ten days after the 60th (Sixtieth) anniversary;
- 7.2 In order to qualify for a Claim-Free Cashback, a Legal Hero policyholder has to meet the following criteria by the date the reward calculation ends:
- 7.2.1 Legal Assistance was not requested by the principal policyholder and/or his/her dependents in terms of the 'Legal Advice' or 'Out of Court' or 'Litigation' benefit during the reward calculation period;
- 7.2.2 All 60 (Sixty) premiums were paid timeously during the reward calculation period and at no stage whatsoever did the policy fall into arrears;
- 7.3 In the event that the policyholder qualifies for a Claim-Free Cashback, of R1 500.00 (One Thousand Five Hundred Rand), it is the responsibility of the policyholder to notify Legal Hero thereof in writing within 60 (Sixty) days, failing which the policyholder will forfeit his/ her Claim-Free Cashback;
- 7.4 It is the responsibility of the policyholder to notify

- Legal Hero of any change in personal details as soon as possible;
- 7.5 Should Legal Hero fail to reward the principal policyholder with R1 500.00 (One Thousand Five Hundred Rand), and whereas the principal policyholder is of the opinion that he/she qualifies in terms of section 7, the principal policyholder is to notify Legal Hero thereof in writing as soon as possible;
  - 7.6 Legal Hero may deduct from the cashback total, any banking fees applicable to the electronic transfer from Legal Hero and/ or its Administrator to the policyholder's bank account;
  - 7.7 Should a policyholder make use of his/ her policy in terms of the 'Legal Advice' or 'Out of Court' or 'Litigation' benefit, the 60 (Sixty) month reward calculation period will only start running again as from the date the Legal Hero file is closed. In other words, the 60 (Sixty) month claim-free cashback period will pause for the duration of the Legal File's lifespan and start running again on the date the file's closing letter is sent;
  - 7.8 Legal Hero is indemnified from whichever failure whatsoever causing the policyholder's premium to lapse and remain unpaid before the 7th (Seventh) of each month. It is the responsibility of the policyholder to ensure the success of each and every premium deduction.
  - 7.9 Legal Hero has a period of 60 (Sixty) days to make payment to the policyholder following receipt of the policyholder's written notification in the event that the policyholder does qualify for the Claim-Free Cashback as per the terms and conditions mentioned under clause 6.

## **8 Accidental Death Benefit**

- 8.1 The Legal Hero Product offers a R20 000.00 (Twenty Thousand Rand) Accidental Death benefit to the principal policyholder should he/she be involved in an accident causing bodily injury, resulting in the death of the principal policyholder within a period of 12 (Twelve) months;
- 8.2 The amount of R20 000.00 (Twenty Thousand Rand) is payable to the principal policyholder's registered spouse, and if there is no registered spouse, the eldest registered dependent;

- 8.3 The policyholder and/ or the registered dependents of the principal policyholder forfeit the accidental death benefit in the following instances:
  - 8.3.1 The principal policyholder reaches 65 (Sixty-Five) years of age and older. This benefit is thus limited to the age of 65 (Sixty-Five) years of age;
  - 8.3.2 He/she or his/her family members fail to disclose information relevant to the claim or act fraudulently;
  - 8.3.3 Any of the principal policyholder's registered dependents fail to provide Legal Hero with a certified death certificate, certified Identification Document, banking details and any other document deemed necessary by the merit assessment team; within 30 (Thirty) days after the accidental death of the principal policyholder.
- 8.4 The following exclusions apply to the accidental death benefit:
  - 8.4.1 Where an existing medical condition contributed to the death of the principal policyholder;
  - 8.4.2 Where the policyholder was under the influence of alcohol or any other illegal narcotic and/or substance impairing the policyholder's mental capacity;
  - 8.4.3 Where the policyholder was the cause of the accident;
  - 8.4.4 Where the policyholder provoked and/or assaulted a third party or broke the law in any regard whatsoever;
  - 8.4.5 Where the accident took place within the policyholder's scope of employment;
  - 8.4.6 Any travel by air unless the policyholder was a paying fare-goer and the aircraft was licensed;
  - 8.4.7 Where the policyholder committed suicide, attempted suicide or any self-inflicting injury;
  - 8.4.8 Where the accident was a result of a domestic dispute and/ or where the spouse or dependent/s contributed to the accident with intent or negligence.
- 8.5 Legal Hero has 60 (Sixty) days to make payment to the registered beneficiary after receiving all the relevant documents referred to in 8.3.3.

## **9 Family Protection Plan**

- 9.1 The registered dependents of the principal policyholder will stay covered in terms of the legal

advice and out of court negotiation benefit for a period of 12 (Twelve) months at no additional cost should the principal policyholder pass for any reason whatsoever;

- 9.2 Any of the registered dependents are to supply Legal Hero with a certified death certificate of the deceased principal policyholder and a certified copy of the registered dependent's Identity Document within 30 (Thirty) days after the principal policyholder's passing, failing which the registered dependents of the deceased principal policyholder will forfeit all benefits in terms of the Family Protection Plan;
- 9.3 The Family Protection Plan excludes the litigation, Accidental Death and Claim-free Cashback benefits.

### **Contact Legal Hero**

**Admin enquiries:** Call 010 001 1001  
or email [admin@legalhero.co.za](mailto:admin@legalhero.co.za)

**To open a new legal case:** Call 010 001 1001  
or email [legal@legalhero.co.za](mailto:legal@legalhero.co.za)

**Arrest:** Call 010 001 1001 & press number 2

Fax number: 086 551 2705

Postal Address: PO BOX 20013, Big Bay, 7448

Complaints & Compliments: 010 001 1001 or email  
[hello@legalhero.co.za](mailto:hello@legalhero.co.za)

Website: [www.legalhero.co.za](http://www.legalhero.co.za)

Facebook: [www.facebook.com/LegalHeroSA](https://www.facebook.com/LegalHeroSA)

## **Statutory Disclosure**

Please safeguard this document.

Disclosure Notice in terms of the Financial Advisory and Intermediary Services (FAIS) General Code of Conduct 2003

### **YOUR INTERMEDIARY**

Business Name: Legal Hero Business (Pty) Ltd  
Registration number: 2014/135793/07  
Physical address: F4 Bayside Office Park, 41 Erica Road, Tableview, 7441  
Postal address: P.O. BOX 20013, Big Bay, 7441  
Telephone: 010 001 1001  
Website: [www.legalhero.co.za](http://www.legalhero.co.za)  
FAIS registration (FSP No): 45560

In terms of the FSP license, Legal Hero Business is authorised to give Intermediary Services and/or Advice for products under:

CATEGORY I Short-term Insurance: Personal Lines

Without in any way limiting and subject to the other provisions of the Services Agreement/Mandate, Legal Hero Business accepts responsibility for the lawful actions of their representatives (as defined in the Financial Advisory and Intermediary Service Act) in rendering financial services within the course and scope of their employment. Some representatives may be rendering services under supervision and will inform you accordingly

Legal and contractual relationship with the Insurer:  
Non-Mandated Intermediary

Professional Indemnity and/or Fidelity Cover:  
R1 000 000 Professional Indemnity

Intermediary Guarantee Facility: Leopard

**Complaints contact details:**  
**010 001 1001 or [hello@legalhero.co.za](mailto:hello@legalhero.co.za)**

Compliance Officer: Adv. GPB Myburgh

Conflict of Interest Policy:  
[www.legalhero.co.za/download](http://www.legalhero.co.za/download)

## **YOUR UNDERWRITING MANAGER / ADMINISTRATOR (IF APPLICABLE)**

Name: Legal Hero (Pty) Ltd  
Physical address: F2 Bayside Office Park, 41 Erica Road,  
Tableview, 7441  
Postal address: P.O. Box 20013, Big Bay, 7448  
Telephone: 010 001 1001  
Fax Number: 086 551 2705  
Email: info@legalhero.co.za  
Website: www.legalhero.co.za  
FAIS registration (FSP No): 45377  
FAIS Categories: Short Term Personal Lines

Professional Indemnity and/or Fidelity Cover:  
R1 000 000 Professional Indemnity

Legal and contractual relationship with the Insurer:  
Underwriting Manager

Intermediary Guarantee Facility: Leopard

Compliance Officer: Adv. GPB Myburgh

Complaints Contact Details:  
010 001 1001 or hello@legalhero.co.za

Conflict of interest: www.legalhero.co.za

## **YOUR INSURER**

Business Name: Guardrisk Insurance Company Limited  
Registration number: 1992/001639/06  
Physical address: 3rd Floor, 102 Rivonia Road, Sandown,  
Sandton 2196  
Postal address: PO Box 786015, Sandton, 2146  
Switchboard telephone: +27-11-669-1000  
General email enquiries: info@guardrisk.co.za  
Website: www.guardrisk.co.za  
FAIS registration: FSP 75

In terms of the FSP license, Guardrisk Insurance  
Company Limited is authorised to give advice and render  
financial services for products under:

### **CATEGORY I:**

Short-term Insurance: Personal Lines  
Short-term Insurance: Commercial Lines  
Short-term Insurance: Personal Lines A1

Guardrisk has Professional Indemnity Cover and Fidelity Guarantee Cover in place.

**Your Intermediary and/or Underwriting Manager noted above should always be your first point of contact in the event that you have a query or complaint. Guardrisk is a Cell captive insurance company, we partner with other financial service providers to provide our customers with different insurance and risk solutions to suit their specific needs.**

If you are dissatisfied with the feedback received from your Intermediary and/or your underwriting manager, or your complaint remains unresolved, feel free to contact the **Guardrisk Complaints Department:**

Telephone: 0860 333 361

Email: [complaints@guardrisk.co.za](mailto:complaints@guardrisk.co.za)

#### **Guardrisk Compliance Details**

Telephone: +27-11-669-1104

Fax Number: +27-11-675-3826

Email: [compliance@guardrisk.co.za](mailto:compliance@guardrisk.co.za)

Guardrisk Insurance Company Limited has a conflict of interest management policy in place and is available to clients on the website: [www.guardrisk.co.za](http://www.guardrisk.co.za)

#### **PARTICULARS OF THE SHORT TERM OMBUDSMAN**

(For claims/service related matters)

Postal address: PO Box 32334, Braamfontein, 2017

Telephone: +27-11- 726- 8900

Fax number: +27-11- 726- 5501

Email: [info@osti.co.za](mailto:info@osti.co.za)

#### **PARTICULARS OF THE REGISTRAR OF SHORT TERM INSURANCE**

(For market conduct matters)

Postal address: PO Box 35655, Menlo Park, 0102

Telephone: +27-12- 428-8000

Fax number: +27- 12- 347- 0221

Email: [info@fsca.co.za](mailto:info@fsca.co.za)

## **PARTICULARS OF FAIS OMBUDSMAN**

(For advice/policy related matters)

Postal Address: PO Box 74571, Lynnwood Ridge, 0040

Telephone: +27- 12- 470- 9080

Fax number: +27- 12- 348- 3447

Email: [info@faisombud.co.za](mailto:info@faisombud.co.za)

[www.legalhero.co.za](http://www.legalhero.co.za)  
[www.facebook.com/LegalHeroSA](https://www.facebook.com/LegalHeroSA)