



Insurance against life's legal villains.

# LEGAL HERO BLACK

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

**POPI NOTE:**

Legal Hero collects personal information when you register with us for business purposes. We will only use this information to carry out the process for the purpose for which you registered with us. We will protect your personal information in accordance with our Customer Privacy Notice and the provisions of the Protection of Personal Information Act, 2013. We will only collect personal information from you when the purpose for collection has been explicitly defined and agreed. We undertake to ensure that as data subject, you are aware of the purpose for collecting your personal information. In addition to business and fulfilment purposes, Legal Hero will from time to time, with the mission and vision to enhance your service experience, make use of external service providers that would necessitate sharing of your personal information to render such service to you. Furthermore, should the need arise, Legal Hero could transfer your personal information to existing, and or to be established, legal entities and or when required due to underwriting requirements. Legal Hero will take reasonable steps to ensure that the information is complete, accurate, not misleading, and where necessary, updated. Legal Hero will ensure that the appropriate information security measures are established to ensure that the personal information is protected in line with industry practices and standards.

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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 wording 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.

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

- 1.1 "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.
- 1.2 "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.
- 1.3 "Commencement Date": refers to the date upon which the policyholder successfully pays this policy's premium and does not miss a premium payment thereafter.
- 1.4 "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.
- 1.5 "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).

- 1.6 "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.
- 1.7 "Dependent/s": refers to the principal policyholder's spouse and dependent children. Policyholders may register their dependents or spouse by contacting Legal Hero.
- 1.8 "Dependent children": refers to the principal policyholder's four eldest own/ adopted/ stepchildren under the age of 28 (Twenty-Eight) years who are unemployed, unmarried and financially dependent on the principal policyholder.
- 1.9 "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.
- 1.10 "Divorce": refers to an unopposed or opposed divorce. Unopposed is where the spouses can agree on the consequences of the divorce via a formal settlement agreement that goes on the unopposed Court roll. An opposed divorce is where the spouses cannot agree on the consequences of the divorce on paper and need to battle it out in Court on the opposed Court roll.
- 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 and marriage certificates may be required before registering the principal policyholder's spouse and dependent children under the policy.
- 1.14 "Policy guide": 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. Successful premium payment is the responsibility of the policyholder.
- 1.16 "Spouse": refers to the principal policyholder's 1 (One) Civil Law spouse or 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 "Untimely Passing Benefit": refers to a benefit paid to the policy's registered dependents towards expenses related 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 principle policyholder within 12 (Twelve) months from the date of the aforesaid accident. Untimely passing refers to a death resulting from an unusual event that was not intended, expected or anticipated by anyone.
- 1.18 "Waiting period": refers to the expiry of a specific time period as calculated from the policy's commencement date onwards. This means 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 and/ or Out of Court benefits.

## 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 to the out of court legal negotiation benefit. The policyholder is required to furnish Legal Hero with the documentation and proof requested by Legal Hero.

2.2.2 This benefit is available to the policyholder as of the commencement date.

**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 the



litigation benefits, unless expressly mentioned such as for divorce and the registration of an ante-nuptial agreement.

2.3.6 Upon the outcome of a formal successful merit assessment, as referred to in paragraph 2.3.7 below, 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 date falls after the commencement date or after the completion of a waiting period, if applicable;
- c) The legal problem of the policyholder is specifically included in terms of this policy guide, as listed under section 3 (Three);
- d) The legal problem of the policyholder is not specifically excluded in terms of this policy guide, as listed under section 4 (Four);
- e) All documents required in order for the claims assessment team to diligently assess a claim for litigation, were submitted by the policyholder;
- f) 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;
- g) 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;
- h) The cause of action arose within the borders of South Africa;
- i) All parties involved need to be permanently resident in South Africa;
- j) The legal representation in Court proceedings must fall within the borders of South Africa;

- k) The litigation request was submitted within a reasonable timeframe, which is at least 7 days since becoming aware of same. Urgent matters submitted less than 7 (Seven) days in advance 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 000.00 (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 Divorce: R200 000.00 (Two Hundred Thousand Rand) aggregate cover per annum and R20 000.00 (Twenty Thousand Rand) cover per claim, subject to a 1 (One) month waiting period;
- 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 the legal fees in relation to transfer & bond registration, provided the seller agrees to make 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 objective 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 apply to 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 a divorce, Section 65 inquiries;
  - 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, the fees of Advocates of the High Court greater than R20 000.00 (Twenty Thousand Rand) per matter 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 R5000-00 (Five Thousand Rand). Where a court sets a bail amount in excess of R5000-00 (Five Thousand Rand) the entire amount to be paid for bail would be 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 negotiation proves 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 31 (Thirty-One) days written notice. Legal Hero has the right to limit the benefits under this policy where the policyholder becomes abusive by swearing, shouting or refusing to give his/her full cooperation to Legal Hero employees, managers and appointed legal practitioners;
- 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. Successful premium payments is the responsibility of the policyholder.
- 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. Payment of the registration fee will be waived for reinstated policyholders;
- 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 and/ or indemnity recording 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 period of 90 days in which to make a representation directly to the Insurer. The Insurer then has a period of 45 days after receiving timeous representation by the policyholder, to notify the policyholder of the final decision after reviewing the representation. Should the policyholder be dissatisfied with the Insurer's decision, the policyholder has a period of 180 days to institute legal action. The policyholder may also 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. Should the policyholder choose not to take action within 180 (Hundred and Eighty) days, 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;
- 6.17 The claims assessment team may determine a monetary cap should the policyholder not give his/ her cooperation by avoiding or delaying timelines whether purposefully or negligently, not sending in requested documents on time and therefore driving up the fees, or when requesting another Legal Hero Representative to be appointed without good cause and a written motivation which is to be approved by the claims assessment team;
- 6.18 The principle policyholder agrees to an automatic annual premium increase of 10%.

## **7 Claim-Free Cashback of R1500.00 (compulsory 10.04% including VAT of premiums paid during calculation period)**

- 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 Upon the completion of the reward calculation period, Legal Hero will send the policyholder an SMS and/ or e-mail notifying the policyholder that he/ she may be eligible for a Claim-Free Cashback. Legal Hero may request the policyholder to complete a form to confirm the policyholder's bank account details for payment. It is the responsibility of the policyholder to notify Legal Hero of any change in personal details as soon as possible;
- 7.4 In the event that the policyholder qualifies for a Claim-Free Cashback, Legal Hero will make payment of R1 500.00 (One Thousand Five Hundred Rand), which is equal to a compulsory 10.04% including VAT of the total premium of R249.00 (Two Hundred and Forty Nine Rand) per month paid by the policyholder during the reward calculation period which totals 60 months. In other words, the policyholder pays R14 940.00 (Fourteen Thousand Nine Hundred and Forty Rand) in premiums over the course of five years/ 60 months, of which R1 500.00 (One Thousand Five Hundred Rand) equals 10.04% when VAT is factored in;
- 7.5 Should Legal Hero fail to reward the principal policyholder with the Claim-Free Cashback, 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 but within three years as prescribed by the Prescriptions Act 18 of 1943, failing which the policyholder will forfeit his/ her Claim-Free Cashback;
- 7.6 The Claim-Free Cashback is a non-cash payment and may only be paid into the confirmed bank account of the policyholder;
- 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 commence as from the date the Legal Hero file is closed. In other words, the 60 (Sixty) month claim-free cashback period will end once a legal file is opened and start running afresh on the date the file's closing letter is sent;

- 7.8 Legal Hero has a period of 60 (Sixty) days to make payment to the policyholder following the confirmation of the policyholder's bank account details in the event that the policyholder does qualify for the Claim-Free Cashback as per the terms and conditions mentioned.

## **8 Untimely Passing Benefit**

- 8.1 The Legal Hero Product offers an amount of up to R20 000.00 (Twenty Thousand Rand) as a once-off payment to cover the unexpected costs or loss of income relating to a death event concerning the passing of 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 up to 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 unexpected costs related to the principal policyholder's untimely passing 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 such as costs incurred due to the accident/ funeral expenses etc.; within 30 (Thirty) days after the untimely accidental passing of the principal policyholder.

- 8.4 The following exclusions apply to the unexpected costs related to the untimely passing 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.
  - 8.4.9 Where the policyholder participated in an extreme sport activity;
  - 8.4.10 Where the policyholder passed on due to natural causes.
- 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.

## Contact Legal Hero

**Admin enquiries:** Call 010 001 1001 & press number 1 or email [admin@legalhero.co.za](mailto:admin@legalhero.co.za)

**To open a new legal case:** Call 010 001 1001 & press number 1 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 5554, Tygervalley, 7536

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](http://www.facebook.com/LegalHeroSA)

## Statutory Disclosure

Please safeguard this document.

### Disclosure Notice

Financial Advisory and Intermediary Services Act (FAIS)  
Short-term Insurance Policyholder Protection Rules  
2017 (PPRs)

### YOUR INTERMEDIARY

Business Name: Legal Hero Business (Pty) Ltd  
Registration number: 2014/135793/07  
Physical address: Unit 7, Tygerforum B, 53 Willie van  
Schoor Drive, Bellville, 7530  
Postal address: PO BOX 5554, Tygervalley, 7536  
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 (Pty) Ltd is authorised to give Intermediary Services and Advice for products under:

CATEGORY [I]:

- Short-term Insurance: Personal Lines A1

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

Claims Procedure including prescription period:

within 30 days of claim originating

contact 010 001 1001 or e-mail [legal@legalhero.co.za](mailto:legal@legalhero.co.za)

Complaints Procedures: contact Legal Hero

010 001 1001/ [hello@legalhero.co.za](mailto:hello@legalhero.co.za)

Compliance Officer: Complysure 028 316 4286

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

## **YOUR INSURER**

Business Name: Guardrisk Insurance Company Limited

Registration number: 1992/001639/06

Physical address:

The MARC, Tower 2, 129 Rivonia Road, Sandton 2196

Postal address: PO Box 786015, Sandton, 2146

Telephone: +27-11-669-1000

Web: [www.guardrisk.co.za](http://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

Professional Indemnity and/or Fidelity Cover:

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

## **Compliance Details**

Telephone: +27-11-669-1104

Fax Number: +27-11-675-3826

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

## **Complaints Details**

Telephone: 0860 333 361

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

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

## **Conflict of Interest**

Guardrisk Insurance Company Limited has a conflict of interest management policy in place and is available to clients on the website.

## **YOUR UNDERWRITING MANAGER**

Name: Legal Hero (Pty) Ltd

Physical address: Unit 8, Tygerforum B, 53 Willie van Schoor Drive, Bellville, 7530

Postal address: PO BOX 5554, Tygervalley, 7536

Telephone: 010 001 1001

Fax Number: 086 551 2705

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

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

FAIS registration (FSP No): 45377

FAIS Categories: Short Term Personal Lines A1

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: Complysure: (028) 3164286  
Complaints Contact Details:  
010 001 1001 or hello@legalhero.co.za  
Conflict of interest: [www.legalhero.co.za/download](http://www.legalhero.co.za/download)

## **POLICY WORDING**

A copy of the policy wording can be obtained from  
[www.legalhero.co.za/download](http://www.legalhero.co.za/download)

## **POLICY DETAILS**

Type of Policy: **Legal cost insurance cover**

Risk covered: up to R200 000.00 cover per year subject to terms and conditions

Policy Benefits: **Legal Advice, Contracts, Out of Court Mediation, Litigation cover of up to R200 000.00, 24/7 Emergency Arrest Line, Bail Money Payment of up to R5 000.00, Untimely Passing benefit of R20 000.00, Claim-Free Cashback of R1500.00 (compulsory 10.04% including VAT of premiums paid during calculations period) subject to terms and conditions.**

## **PREMIUMS**

### **Your premium obligations**

Monthly Premium: R 249.00

Excess: R 000.00

Value added products: R 000.00

**Manner of payment of premium:** Stop Order or Bank Debit Order or Direct Cash Deposit

**Due date and frequency (e.g. of frequency annually/quarterly / monthly):** monthly

**Consequence of non-payment:** commencement date of policy changes and this affects waiting periods. Pay prior to the 7th of the following month in order to retain commencement date.

**Details of any premium increases, including the frequency and basis thereof:** 30-day notice period will be communicated via post/ SMS and Policyholder may choose to cancel

**Whether an increase will be linked to any commensurate increase in policy benefits and any options relating to premium increases that the policyholder may select:** N/A



In the case where the premium is not guaranteed for the full term of the policy, the period for which the premium is guaranteed, including the frequency at which or the circumstances in which a review will take place: N/A

## **FEES**

Commission fee: R 49.80

UMA fees: R 62.25

### **Where applicable, the fact that the Intermediary –**

Directly or indirectly holds more than 10% of the relevant product supplier's shares or has any equivalent substantial financial interest in the insurer. **NO.**

During the preceding 12-month period received more than 30% of total remuneration, including commission, from the insurer. **NO.**

### **Where applicable, the fact that the Underwriting Manager –**

Directly or indirectly holds more than 10% of the relevant product supplier's shares or has any equivalent substantial financial interest in the insurer. **NO.**

During the preceding 12-month period received more than 30% of total remuneration, including commission, from the insurer. **YES.**

## **Cooling Off Rights**

If any of the information reflected above and below was given to you orally, this disclosure notice serves to provide you with the information in writing. Should you not be satisfied with the policy, you are entitled to a period up to **14 days** from date of receipt of the policy within which you may cancel your policy in writing at no cost. Cover will cease upon cancellation of the policy. All premiums paid by the policyholder to the insurer up to the date of receipt of the cancellation notice will be refunded to the policyholder.

## **Other matters of importance**

- You will be informed of any material changes to the information about the intermediary, insurer and or underwriter provided above.
- If we fail to resolve your complaint satisfactorily, you may submit your complaint to the **Ombudsman of Short-Term Insurance.**
- You will always be given a reason for the repudiation of your claim.
- If the insurer wishes to cancel your policy, the insurer

will give you **31 days** written notice, to your last known address.

- You will always be entitled to a copy of your policy at no extra charge.

### **WARNING**

- Do not sign any blank or partially completed application form.
- Complete all forms in ink.
- Keep notes of what is said to you and all documents handed to you.
- Where applicable, call recordings will be made available to you within 7(seven) days of request.
- Don't be pressurised to buy the product.
- Failure to provide correct or full relevant information may influence an insurer on any claims arising from your contract of insurance.

### **WAIVER OF RIGHTS**

No insurer and/or underwriting manager and/or intermediary may request or induce in any manner a client to waiver any right or benefit conferred on the client by/or in terms of any provisions of the said Code, or recognise, accept or act on any such waiver by a client. Any such waiver is null and void.

### **Particulars of the Short-Term Ombudsman**

Postal address: PO Box 32334, Braamfontein, 2017

Telephone: +27-11- 726- 8900

Fax number: +27-11- 726- 5501

Email: info@osti.co.za

### **Particulars of the Registrar of Short-Term Insurance**

Postal address: PO Box 35655, Menlo Park, 0102

Telephone: +27-12- 428-8000

Fax number: +27- 12- 347- 0221

### **Particulars of FAIS Ombudsman**

Postal Address: PO Box 74571, Lynnwood Ridge, 0040

Telephone: +27- 12- 470- 9080

Fax number: +27- 12- 348- 3

