Legal Hero

Legal Hero Black

Policy Wording

Defend, Protect, Empower. Since 2014.

Underwritten by Guardrisk Insurance Company Limited, an authorised financial services provider FSP 75 and a licensed non-life insurer, The MARC, Tower 2, 129 Rivonia Road, Sandton, 2196. Binderholder and cell captive agreement with Guardrisk: Legal Hero (Pty) Ltd FSP 45377.

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Introduction

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

Legal Hero is committed to shielding you and your dependents against criminal, civil, labour and family law legal threats.

This Policy wording 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.

This Policy is underwritten by Guardrisk Insurance Company Limited, an authorised financial services provider (FSP No 75) and a licensed non-life insurer, The MARC, Tower 2, 129 Rivonia Road, Sandton, 2196.
Intermediary: Legal Hero Business (Pty) Ltd FSP 45560.
Underwriting Manager: Legal Hero (Pty) Ltd FSP 45377.
Cell Captive agreement with Guardrisk: Legal Hero (Pty) Ltd.
Product Name: Legal Hero Black.
Please Note: This policy forms part of a legacy product range as retained for the benefit of existing policyholders only. While this specific policy (Legal Hero Black) remains fully effective for existing policyholders, it is no longer available for new sales. New customers cannot purchase this specific policy.
Latest compliance revision of policy wording: June 2026.

In consideration of, and conditional upon, the prior payment of the premium by or on behalf of the Policyholder, and the acceptance thereof by or on behalf the Insurer, the Insurer agrees to pay the benefits as stated in this policy for an Insured Incident occurring during the period of insurance, **subject to this Policy's Terms, Conditions and Exceptions.**

1. Definitions of legal and insurance-related terms

1.1. "Annual Cover Period" means the period of time calculated from date of receipt of the first Premium "the Commencement Date" to the last day of the twelfth consecutive month thereafter and every similar twelve consecutive month period thereafter.

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 of 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 agreed to accept this policy, and pays the policy's premium. There is a payment grace period of 31 days in which the policyholder can pay in an arrear premium without losing the commencement date.

1.5. "Grace Period": refers to the period of 31 days in which the Policyholder can pay the premium that is in arrears without losing the commencement date.

1.6. "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.

1.7. "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).

1.8. "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.

1.9. "Dependent/s": refers to the principal policyholder's spouse and dependent children. Policyholders may register their dependents or spouse by contacting Legal Hero.

1.10. “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.

1.11. “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.

1.12. “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.

1.13. “Guardrisk”: refers to Guardrisk Insurance Company Limited, who underwrites this policy and is an authorised financial services provider operating under license number 75.

1.14. “Legal Hero”: refers to Legal Hero (Pty) Ltd, who is the underwriting manager appointed by Guardrisk for this product to administer all legal services in terms of this product.

1.15. “Panel Attorney”: refers to a legal firm and/ or professional whom Legal Hero has vetted and with whom Legal Hero has contracted to render legal services in terms of a set fee structure for the account of Legal Hero when appointed in writing to assist the Policyholder in accordance with the terms and conditions of this policy.

1.16. “Policyholder”: refers to the principal policyholder, 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.

1.17. “Policy guide”: policy guide and policy wording refers to this policy document, which contains the terms and conditions applicable to your Legal Hero policy.

1.18. “Premium”: refers to the payment made by the policyholder.

1.19. “Spouse”: refers to the principal policyholder’s 1 (One) Civil

Law spouse or registered Traditional spouse. Should a policyholder get married after the commencement date of the policy, 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.

1.20. "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, 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.

1.21. "Waiting period": refers to the specific time period as calculated from the policy's commencement during which certain benefits are not applicable.

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 with effect from commencement date, regardless of the legal problem's cause of action 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 be treated as a claim and 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 and a valuable bonus is that this benefit assists with legal problems that arose (with a cause of action date) of up to 6 (six) months prior to the commencement date.

2.2.3. 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 contracts for domestic workers;
  - f) Lease agreement for a house or apartment;
  - g) Basic wills.

2.2.4. A request for assistance in terms of the Out of Court benefit will be treated as a claim and WILL affect the policyholder's 'Claim-free Cashback.

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. The Maximum amount payable, under this policy is limited to R200 000.00 in the Annual Cover Period. Please note that the maximum amount of R200 000.00 is in respect of All the benefits listed under Section 3 below unless expressly further limited.

2.3.3. 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 below has been reached in the Annual Cover Period, any costs incurred in excess of these amounts will be for the policyholder's own account. Cover will only be renewed to a further R200 000.00 (Two Hundred Thousand Rand) in the following Annual Cover Period or such other specific limit in the following Annual Cover Period for that specific benefit.

2.3.4. There is no waiting period applicable to the litigation benefits, unless expressly mentioned.

2.3.5. Upon the outcome of a formal successful merit assessment, as referred to in paragraph 2.3.6 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 may be on a party and party scale for civil matters and a set fee structure for family, criminal and labour matters.

2.3.6. 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 unless the premium is paid within the 31-day grace period.

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.

2.3.7. A request for assistance in terms of the Litigation benefit will be treated as a claim and WILL affect the policyholder's 'Claim-free Cashback.'

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 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 (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 is applicable 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 boarders of South Africa or where the legal problem originally arose outside the boarders 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 of generating 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 or actions/ claims against 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;
4.17. Legal fees for divorce proceedings exceeding the limit of R20 000.00 (Twenty Thousand Rand) per claim;
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 claim;

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 31 (Thirty-One) 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 safekeep 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 R5 000.00 (Five Thousand Rand). Where a court sets a bail amount in excess of R5 000.00 (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 have reached their 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 their 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 Claims Process

5.1. Legal Hero will upon receipt of a legal issue from a policyholder via telephone (010 001 1001 or email (legal@legalhero.co.za) 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. The policyholder may also go to www.legalhero.co.za to access the claims process.

5.2. Legal Hero may request the policyholder to provide at their 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. Premiums and Policy Amendments

6.1. Premiums must be paid by the 7th (Seventh) day of each consecutive month. Successful premium payment is the responsibility of the policyholder. There is a grace period of 31 (Thirty-One) days after the premium payment date where cover will remain in force despite non-payment in order for the outstanding payment of premiums to be paid. The grace period takes effect from the second month of cover. Failure to pay the premium by the expiry of this period will result in the policy being cancelled with immediate effect and all benefits in terms of this policy will cease.

6.2. Legal Hero will not change or vary the Premium or terms and conditions of the policy during the first 12 (Twelve) months of the Commencement Date of the Policy. Legal Hero reserves the right to review and change the Premium and cover after the first 12 (Twelve) months Any changes to the Premium rate or terms and conditions of the policy will be notified to the Policyholder, 31 (Thirty-One) Days prior to the change taking effect.

7. Cancellation

7.1. The policyholder may cancel the policy by providing 31 (Thirty-One) days written notice to Legal Hero. The onus is on the policyholder to prove that cancellation was timeously requested.

7.2. Legal Hero reserves the right to cancel this policy by giving 31 (Thirty-One) days written notice to the policyholder's last known contact details appearing in Legal Hero's records at that time.

7.3. The policyholder may cancel their policy in writing within 14 days after the date of receipt of their policy wording, or from the reasonably determined date on which they received their policy wording. The policyholder may only cancel the policy within 14 days provided no benefit has yet been paid or claimed and the event/s insured against under the policy have not yet occurred. Any premiums that were paid up to the date that Legal Hero receives the written notice of cancellation in this instance, will be refunded to the policyholder.

8. Non-Payment of Premiums

8.1. 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. Successful premium payments are the responsibility of the policyholder.

8.2. In the event of 2 (Two) consecutive outstanding payments, the policyholder will forfeit all benefits under this policy, and the policy will be cancelled from the last day of the month in which premium was received.

9. General Conditions

9.1. Once a policy has been cancelled due to either two or more missed premiums or due to a cancellation request, the policyholder may join once more at a later stage subject to a new commencement date and subject to the waiting periods of the new policy;

9.2. 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;

9.3. Should Legal Hero decide to cover a matter that is not covered in terms of this policy, that decision will not change the wording of this policy or automatically mean the same/ a similar decision will be made in future, in other words no precedent is created;

9.4. 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;

9.5. 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;
9.6. The relevant Bail receipt is to be signed by an appointed Legal Hero Representative, only;
9.7. 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 external service provider/ legal practitioner/ panel attorney, all of which are vetted by Legal Hero, have valid practice numbers and who may be held accountable by the Law Society for incorrect advice;
9.8. 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;
9.9. 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.

10. Claims Rejection Escalations

10.1. In the event that a claim of the policyholder was rejected Legal Hero will send a written rejection with reasons for the rejection. The policyholder or his/her representative has a period of 90 days thereafter 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 National Financial Ombud Scheme Tel: 0860 800 900 Email: info@nfosa.co.za. 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;

10.2. It is the responsibility of the policyholder to update their personal details, including change in mobile number, by contacting Admin on: 010 001 1001, 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;

10.3. 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.

11. Claim-Free Cashback of R1 500.00 (One Thousand Five Hundred Rand)

11.1. The reward calculation period stretches over 60 (Sixty) months (five years), starting on the commencement date of the policy and ending exactly ten days after the 60th (Sixtieth) anniversary;

11.2. 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:

11.2.1. Legal Assistance was not requested by the principal policyholder and/or their dependents in terms of the 'Legal Advice' or 'Out of Court' or 'Litigation' benefit during the reward calculation period;

11.2.2. All 60 (Sixty) premiums were paid timeously during the reward calculation period;

11.3. 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;

11.4. 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 a refund in premiums paid over 60 (sixty) months including VAT. 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;

11.5. The Claim-Free Cashback is a non-cash payment and may only be paid into the confirmed bank account of the policyholder;

11.6. Should a policyholder make use of their 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;

11.7. 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.

12. Untimely Passing Benefit

12.1. Legal Hero will pay 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:

i. in the event of the death of the principal policyholder due to an accident;

ii. or, where the accident causes bodily injury which then results in the death of the principal policyholder within 12 months of the accident.

Payment will be made to the policyholder's registered spouse, and if there is no registered spouse, the eldest registered dependent;

12.2. This benefit is subject to a waiting period of 6 (six) months effective from the commencement date of the policy.

12.3. The policyholder and/ or the registered dependents of the principal policyholder forfeit the unexpected costs related to the principal policyholder's accidental death in the following instances:

12.3.1. 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;

12.3.2. He/she or his/her family members fail to disclose information relevant to the claim or act fraudulently.

12.3.3. 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 12 (Twelve) months after the accidental death of the principal policyholder.

Exclusions relating to Untimely Passing Benefit:

12.4. The following exclusions apply to the unexpected costs related to the Untimely Passing Benefit:

12.4.1. Where an existing medical condition contributed to the death of the principal policyholder;

12.4.2. Where the policyholder was under the influence of alcohol or any other illegal narcotic and/or substance impairing the policyholder's mental capacity;

12.4.3. Where the policyholder provoked and/or assaulted a third party or broke the law in any regard whatsoever;

12.4.4. Where the accident took place within the policyholder's scope of employment;

12.4.5. Any travel by air unless the policyholder was a paying fare-goer and the aircraft was licensed;

12.4.6. Where the policyholder committed suicide, attempted suicide or any self-inflicting injury;

12.4.7. 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;

12.4.8. Where the policyholder participated in an extreme sport activity (e.g. paragliding, sky diving, rock climbing etc. This list is not exhaustive.);

12.4.9. Where the policyholder passed on due to natural causes.

12.5. Legal Hero has 2 (Two) business days after receiving all required documents in respect of the claim to either

a) Authorize payment to the registered beneficiary;
b) Repudiate the claim and notify the claimant of the repudiation; or
c) Dispute the claim and notify the claimant of the dispute.

13. Contact Legal Hero

Admin enquiries: Call 010 001 1001 or email admin@legalhero.co.za

To open a new legal case: Call 010 001 1001 or email legal@legalhero.co.za

Arrest: Call 010 001 1001

Postal Address: PO BOX 5554, Tygervalley, 7536

Complaints & Compliments: 010 001 1001 or email hello@legalhero.co.za or complaintescalation@legalhero.co.za

Website: www.legalhero.co.za

14. Statutory Disclosure

Please safeguard this document.

Disclosure Notice

Financial Advisory and Intermediary Services Act (FAIS) and FAIS General Code of Conduct (as amended) Short-term Insurance Policyholder Protection Rules 2017 (PPRs)

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 FAIS registration: FSP 75
VAT Number: 4250138072
In terms of the FSP license, Guardrisk Insurance Limited is authorised to give advice and render financial services for products under:
CATEGORY I:
Short-term Insurance: Personal Lines Short-term Personal Lines, Personal lines A1 and 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
COMPLAINTS DETAILS
Telephone: 0860 333 361
Email: complaints@guardrisk.co.za
Website: www.guardrisk.co.za
CONFLICT OF INTEREST
Guardrisk Insurance has a conflict of interest management policy in place and is available to clients on the website.

YOUR INTERMEDIARY

Business Name: Legal Hero Business (Pty) Ltd
Registration number: 2014/135793/07
Physical and postal address: Ground Floor, Tygerforum B, 53 Willie van Schoor Drive, Bellville, 7530 Telephone: 010 001 1001
Website: www.legalhero.co.za
FAIS registration (FSP No): 45560
VAT: 4570282030

In terms of the FSP license, Legal Hero Business (Pty) Ltd is authorised to give Intermediary Services and Advice for products under:
CATEGORY I, IV:

- [Long-Term Insurance subcategory A]
- [Short-term Insurance: Personal Lines]
- [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 performing intermediary service functions in terms of an intermediary agreement
Professional Indemnity and/or Fidelity Cover:
R1 000 000 Professional Indemnity
Intermediary Guarantee Facility: Leopard
Complaints Procedures:
Contact Legal Hero
010 001 1001/ hello@legalhero.co.za
Compliance Officer:
Complysure: complysure.1@gmail.com
Conflict of Interest: accessible via www.legalhero.co.za

YOUR UNDERWRITING MANAGER
Name: Legal Hero (Pty) Ltd
Physical address: Ground Floor, 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
Website: www.legalhero.co.za
VAT Number: 4760281644
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 in terms of an Underwriting Manager Binder Agreement to perform binder functions on behalf of Guardrisk
Intermediary Guarantee Facility: Leopard
Compliance Officer (Underwriting Manager and Intermediary):

Complysure: complysure.1@gmail.com
Complaints Contact Details:
010 001 1001 or hello@legalhero.co.za To escalate a complaint:
complaintescalation@legalhero.co.za
Conflict of interest (Underwriting Manager and Intermediary): www.legalhero.co.za
POLICY WORDING
A copy of the policy wording can be obtained from www.legalhero.co.za
POLICY DETAILS
Type of Policy: Non-life 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 R1 500.00 subject to terms and conditions.

PREMIUMS

Your premium obligations
Total Monthly Premium: R 249.00 Monthly Premium Excluding VAT: R211.65
Monthly Premium VAT portion: R37.35
Kindly note that, should Value Added Tax be amended by National Government, your premium may automatically be amended in accordance therewith.

- **In terms of Binding General Ruling No.14 (BGR14), this document, together with proof of payment of the premium, constitutes a tax invoice, debit note and credit note as contemplated in sections 20(7)(a) and 21(5)(a) of the VAT Act.**
- **For policy valuation purposes, all amounts stated in the policy, including sums insured, limits of cover, excesses and deductibles, are expressed inclusive of VAT at 15%. For clarity it is noted that in cases where an excess is expressly recovered by an insurer from an insured, the excess amount in terms of the policy so recovered, does not constitute a consideration as defined in the VAT Act and as such has no VAT consequence.**

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
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

MONTHLY FEES
Commission fee: R 49.80 (includes VAT) in terms of an intermediary agreement for the rendering of intermediary services payable to Legal Hero Business (Pty) Ltd
UMA binder fees: R 62.25 (includes VAT) in terms of an Underwriting Manager binder agreement for performing binder functions on the insurer's behalf, payable to Legal Hero (Pty) Ltd
Where applicable, the fact that the Intermediary and Underwriting Manager – Directly or indirectly holds more than 10% of the relevant Guardrisk'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.

Relationship between Legal Hero (Pty) Ltd (company registration number 2014/046729/07) and Guardrisk:
Please note that this Policy is subject to a cell captive relationship between Guardrisk and Legal Hero (Pty) Ltd, as a result of a shareholder and subscription agreement concluded between Guardrisk and Legal Hero, whereby Legal Hero is entitled to share in the profits and losses generated by the insurance business. Therefore, this is an arrangement whereby Guardrisk shares equity with Legal Hero through a shareholding arrangement and provides Legal Hero a vehicle through which to write Legal Hero's insurance risks. Where applicable, Legal Hero is entitled to a profit share, at a percentage agreed to with Guardrisk.

Cooling Off Rights
The policyholder may cancel their policy in writing within 14 days after the date of receipt of their policy wording, or from the reasonably determined date on which they received their policy wording. The policyholder may only cancel the policy within 14 days provided no benefit has yet been paid or claimed and the event/s insured against under the policy have not yet occurred. Any premiums that were paid up to the date that Legal Hero receives the written notice of cancellation in this instance, 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 National Financial Ombud Scheme or the FAIS Ombud.
- 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.

- You must regularly monitor your insurance cover in order to ensure that the cover remains adequate and appropriate.
- 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.

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 National Financial Ombud Scheme (claims matters)

Physical Address: Claremont Central Building, 6th Floor, 6 Vineyard Road, Claremont, Cape Town, 7708 OR 110 Oxford Road, Houghton Estate, Illovo, Johannesburg, 2198

Telephone: 0860 800 900 Email: info@nfosa.co.za Website: www.nfosa.co.za

Particulars of FAIS Ombudsman (advice and service and service-related matters)

Physical Address: 125 Dallas Avenue, Menlyn Central, Waterkloof Glen, Pretoria, 0010

Postal Address: Po Box 41, Menlyn Parl, 0063

Telephone: +27- 12- 762- 5000 Sharecall: 086 066 3274

Website: www.faisombud.co.za

Particulars of the Financial Sector Conduct Authority

Physical Address: 41 Matroosberg Road, Ashlea Gardens, Pretoria, 0002

Telephone: +27 12 346 6941

Website: www.fsca.co.za (complaints and enquiries)

Information Regulator:
Physical Address: Woodmead North Office Park, 54 Maxwell Drive, Woodmead, JHB, 2191
Website: www.inforegulator.org.za
E-mail: popiacomplaints@inforegulator.org.za
Tel: 010 023 5200

TREATING CUSTOMERS FAIRLY

This product has been created to meet the requirements of our clients. We will at all times deliver on customer service and customer expectations by enforcing the principles of Treating Customers Fairly (TCF). The TCF principles ensure we apply fairness to all client experiences relating to new business, policy terms, service and claims processes. The TCF framework has 6 outcomes which are:

- You are confident that your fair treatment is key to our culture;
- Products and services are designed to meet Your needs;
- We will communicate clearly, appropriately and on time during the lifespan of your policy;
- We provide advice which is suitable to your needs and circumstances;
- Our products and services meet your standards and deliver what you expect;
- You do not face post sale barriers when switching, complaining or claiming.

POPI NOTE:

Your privacy is of utmost importance to the Administrator and the Insurer. We will take the necessary measures to ensure that any and all information, including Personal Information (as defined in the Protection of Personal Information Act 4 of 2013) provided by you or which is collected from you is processed in accordance with the provisions of the Protection of Personal Information Act 4 of 2013 and further, is stored in a safe and secure manner.
You hereby agree to give honest, accurate and up-to-date Personal Information and to maintain and update such information when necessary.
You accept that your Personal Information collected by the Administrator and the Insurer may be used for the following reasons:

- to establish and verify your identity in terms of the Applicable Laws;
- to enable the Administrator and the Insurer to fulfil its obligations in terms of this Policy;
- to enable the Administrator and the Insurer to take the necessary measures to prevent any suspicious or fraudulent activity in terms of the Applicable Laws; and

- reporting to the relevant Regulatory Authority/Body, in terms of the Applicable Laws.

You acknowledge that any Personal Information supplied to Legal Hero and the Insurer in terms of this Policy is provided according to the Applicable Laws.

Unless consented to by yourself, Legal Hero and the Insurer will not sell, exchange, transfer, rent or otherwise make available your Personal Information (such as your name, address, email address, telephone or fax number) to any other parties and you indemnify Legal Hero and the Insurer from any claims resulting from disclosures made with your consent.

You understand that if Legal Hero and the Insurer has utilised your Personal Information contrary to the Applicable Laws, you have the right to lodge a complaint with the Insurer within 10 (ten) days. Should the Insurer not resolve the complaint to your satisfaction, you have the right to escalate the complaint to the Information Regulator.

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.

legalhero.co.za