

Your unlimited life
The nlimited



Your Agreement and Policy

*The insurance benefit is underwritten by Centriq Insurance Company Limited 1998/0075581/06.

UNDERWRITTEN BY*
CENTRIQ
INSURANCE

MASTER AGREEMENT

THIS MASTER AGREEMENT MUST BE READ WITH ANY SCHEDULES YOU RECEIVE FOR POLICIES AND PRODUCTS YOU HAVE WITH THE UNLIMITED. IT CONTAINS IMPORTANT INFORMATION CONCERNING GENERAL DEFINITIONS, CONDITIONS AND CLAIMS HANDLING.

This is an Agreement between You and The Unlimited for the whole Product, and between you and the Insurer for the Policy.

This document is made up of 3 Sections, namely:

- Section 1: Definitions;
- Section 2: General Insurance Policy Terms; and
- Section 3: General Terms and Conditions.

The Agreement should be read carefully to ensure that You understand it. If You have any queries concerning this Agreement, please phone The Unlimited on 0861 990 000.

Section 1: Definitions (the meaning of words and terms used in this Agreement):

1. **"Agreement"** means the terms and conditions set out in this document and any Schedule, as well as other documents applicable to Your insurance and your other Products, including the Welcome Letter or application form signed by you, if applicable.
2. **"Additional Dependant/s"** means Your children, Your or Your Spouse's parents, provided **these persons live with You and are financially dependent on You**. Where applicable, these persons must be noted on the Policy and an additional Premium is to be paid.
3. **"Benefits"** means all the benefits to which You are entitled under this Agreement as set out in the Schedule. Benefits include the Insurance Policy Benefits and our non-insurance products and Services.
4. **"Children/Child"** means Your biological children, stepchildren and/or adopted children normally living with You in South Africa, who are financially dependent upon You and who are under the age of 21.
5. **"Cooling-off Period"** means a period of 5 business days from the date You applied for the Benefits.
6. **"Day"** means a period of 24 consecutive hours.
7. **"Fee"** means the total amount You pay Us each month for all the Benefits including insurance benefits, and as set out in the relevant Schedules. The Fee includes any Premium and Additional Premium if applicable – which will be disclosed as required by the relevant Insurance Acts. The Fee:
 - a. is payable in respect of the non-financial services benefits in your product(s) (as well as the insurance benefits); and
 - b. entitles you to membership of The Unlimited and, accordingly, to be notified of further product offerings, as well as preferential pricing should you take additional products from us.
8. **"Hazardous Activity"** means any activity which introduces or increases the possibility of Injury or Death as a result of an Accident. Examples of this include hang gliding or motorised sports and activities such as motorcycling, and high-risk occupations such as working with explosives, as well as underground mining or shaft sinking.
9. **"Inception Date"** means, subject to the terms and conditions of the Agreement, the date on which You are first covered under the Policy and for the non-insurance benefits, being the date on which We successfully collect the first Premium from You.
10. **"Insured Event"** means the event giving rise to a claim under the Policy, and as set out in the Schedule.
11. **"Insured Person"** means You, as well as Your Spouse and Children who are covered by the Insurer under the Policy, provided You have given Us their names and dates of birth.
12. **"Insurer"** means the insurer referred to in the Schedule and the entity that will provide the Policy Benefits subject to the terms and conditions of the Policy being met.
13. **"Membership"** means Your membership of The Unlimited which entitles You to the Benefits provided Your Fees are paid in full.

14. **"Policy"** means the contract of insurance between You and the Insurer. The contract is made up of these terms and conditions, the Schedule, the application form signed by you (including all your personal particulars such as, your full name and physical address), as well as any information You give Us and/or the Insurer, as well as the Welcome Letter, or alternatively any application form signed by You.
15. **"Policy Benefits"** means the underwritten benefits provided by the Insurer, as set out in the Schedule.
16. **"Pre-existing Condition"** means any medical condition whether affecting your mental, physical or emotional well-being which existed prior to the original Inception (start of your cover) or re-instatement or re-issue date of your policy for which you have had treatment or should have sought medical help given your symptoms.
17. **"Premium"** means the amount payable to the Insurer for the cover they provide under the Policy (the Policy Benefits), as set out in the Schedule.
18. **"Product"** means the Policy and the non-insurance product and Services provided by Us or our Services suppliers.
19. **"SP"** means the service provider(s) responsible for providing You with the Services.
20. **"Schedule"** means the document which must be read with this Master Agreement which sets out the details of the Benefits to which You are entitled, as well as the Benefit-specific terms and conditions.
21. **"Services"** means, the services provided by the SP(s). Services are non-insurance benefits.
22. **"Specific Exclusions"** means the exclusions listed in the Schedule which will apply to a specific Benefit listed in that Schedule, over and above the general exclusions listed below.
23. **"Spouse"** means a person to whom You are married by civil law, tribal custom or in terms of any religion. "Spouse" includes a common law spouse or Your life partner who normally resides with You in South Africa and whose name and date of birth You have given Us.
24. **"Waiting Period"** means the period specified in the Schedule, during which we need to collect a specified number of successful Fees from You before You are entitled to claim under the Policy, calculated from the Inception Date.
25. **"We/Us/Our/The Unlimited"** means The Unlimited Group (Pty) Limited, a company registered in South Africa being the administrator of the Agreement (including the Policy).
26. **"Welcome Letter"** means the letter which we send to you in connection with the Benefits and which states Your names, address and Policy number. Your Policy number is the same as the Agreement number.
27. **"You/Your"** means the policyholder under the Policy who is also the main member under the Agreement.

Section 2: Insurance Policy General Terms – to be read with insurance provisions in the Schedule.

- A. **General Exclusions** (means that the following are NOT covered under this Agreement):
 1. **The Insurer will NOT provide any Policy Benefits in the event that the Insurable Event is due, directly or indirectly, to:**
 - a. Pre-Existing Medical Conditions, including pre-existing Injury, Illness, infirmity or congenital disorder (whether physical and/or mental);
 - b. Any psychiatric disorder including post-traumatic stress disorder and depression;
 - c. Your participation in Hazardous Activities and/or unlawful activities, Your conduct which results in self-inflicted injuries/death including Your abuse of, or adverse reaction to, medication (whether prescribed or not) and substances such as alcohol and drugs; and
 - d. Your pregnancy.
 2. **Furthermore, the Insurer will not provide any Policy Benefits if:**
 - a. **Any Premium is not received by Us on or before the due date for payment; and**
 - b. **The Insured Event happens outside South Africa (for example: if you are injured and hospitalised or pass away when you are not in South Africa).**
- B. **Claims**
 1. The Insurer can choose to call on a medical practitioner or forensic expert for an independent medical assessment or relevant forensic report.

2. The Insurer can reject a claim and/or cancel Your Policy if **You or another Insured Person did not give Us true, correct and complete information (this will also include cases of deliberate fraud) when applying for insurance, when claiming or when any of You or their information changed.** Any amounts paid out in terms of a claim would need to be repaid on request by the Insurer.
3. The Insurer will only consider a claim under the Policy if:
 - a. **We are informed about the Insured Event; and**
 - b. **All documentation requested by the Insurer and/or Ourselves, including fully completed claim forms, are received by Us, within 30(thirty) days of the Insurable Event.**
4. Failure to submit a fully completed Claim Form and all requested documentation may result in Your claim being regarded as rejected.
5. All costs incurred in submitting a claim are for Your account.
6. The details of all incidents (for example, motor vehicle accidents) that are required to be reported to the SAPS must be provided to Us in the form of an official SAPS report and must include the unique case number (CAS Number) assigned by the SAPS. **The incident must be reported to the SAPS before a claim can be lodged.**
7. The Insurer will pay the Policy Benefits to You into Your South African bank account. Should You fail or not be in a position to provide Us with written details of the bank account into which the Policy Benefits must be paid, You irrevocably authorise Us/the Insurer to pay such proceeds into the account from which the Premium is collected. You/the Estate/the Insured Person hereby indemnify the Insurer and Us against all damages, claims and costs that may be incurred because of said payment.
8. If You have passed away, the Policy Benefits will be paid to:
 - a. Your Spouse whose name and date of birth You have given Us; failing which
 - b. Your South African Estate provided that an Executor has been appointed in terms of duly issued Letters of Executorship. In such circumstances the Policy Benefits will be paid into the Estate account.
9. Should the Insurer/Us not be able to make payment for whatever reason into a bank account provided by Your Spouse and where we have no notification of an Executor to whom we can make payment, The Insurer/ We will pay into Your South African bank account from which We have collected the monthly Fee.
10. The Insurer will not pay interest on any Policy Benefits.
- 11. FOREIGN BENEFICIARIES**
 - a. If You are a citizen of South Africa or have residential rights but Your beneficiary lives outside the borders of South Africa, the Insurer may in its discretion, make payment into a foreign bank account.
 - i. Your beneficiary will need to meet any requirements of the Insurer; and
 - ii. Any proceeds of a claim will be paid to the value of Rand amount and subject to any requirements made on the Insurer by the laws of South Africa and the country where the foreign bank account is held.
12. **Neither the Insurer nor Us will be responsible for any legal requirements the Beneficiary must satisfy to receive payment of a claim whether it is in a foreign country or in South Africa.**
13. If the Insurer rejects a claim, the onus shall be on You to prove that the claim should be accepted.
14. Disputed claims:
 - a. After the Insurer informs You in writing that a claim has been rejected ("**the Notice**"), You have **90 days from the date specified in that Notice** to make written representations to the Insurer about its decision.
 - b. If You want to challenge the Insurer's decision, **You must serve legal process on the Insurer within 180 days/6 months after the time allowed for representations has ended/after expiry of the 90 days** (as set out in clause 14a above). If legal process is not served on the Insurer within this 180 day period, **You will lose Your right to bring legal proceedings against the Insurer challenging its decision.**
15. **If You have more than one Accident Cash Benefit or Illness Benefit in Your products with Us, We are legally not allowed to pay out more than R3 000.00 per day spent in hospital as a direct result of an Injury sustained in an Accident OR because of an Illness. To be clear, We will need to limit any daily payment for hospitalisation of an Insured Person to R3 000.00 per Day in accordance with the Regulations under the Long and Short-Term Insurance Acts.**

C. Starting, renewing and ending the Policy

1. Unless the Policy ends for any reason, Your Policy starts on the Inception Date and continues for 30 days as long as You pay the agreed Premiums when they are due (i.e. monthly) and meet all other terms and conditions of the Policy.
2. Your Policy shall be renewed on each date that We collect a Premium from You after the Inception Date.
3. These Policy terms and conditions will continue to apply to the renewed Policy.
4. You may not hold more than 2 current insurance Policies with the Insurer and which provide the same Insurance Benefits. The maximum sum the Insurer will insure You or any Insured Person for under all Policies is:
 - a. R50,000.00 (fifty thousand Rand) in respect of Natural Death Benefits;
 - b. R75,000.00 (seventy-five thousand Rand) in respect of Accidental Death Benefits; and
 - c. R150,000.00 (one hundred and fifty thousand Rand) in respect of Accident Cash Benefits.
5. You may cancel this Policy at any time by giving notice to Us by telephone or in writing.

D. Premiums

1. Should We be unable to collect any Premium on or before the due date for payment Your Policy will lapse and You will not be covered.
2. **Should We successfully collect a Premium from You after the due date, the date that We are able to collect such Premium will become the new Policy Inception Date and the Waiting Period, if applicable, will reapply.**
3. Notwithstanding D1 (above), should You fail to make payment on or before the due date/payment date, You have a period of grace for the payment of premiums. You will be notified of the non-payment and given a grace period of 15 days to pay the outstanding premium. Your policy will remain in force for a period of 15 days after that due date/payment date. **This period of grace only applies with effect from the date on which Your second Premium is due.** If You claim during the 15-day grace period, We can deduct the Premium due by You from Your claim amount if the Insurer approves Your claim.
4. **Should We be unable to collect any single Premium from You** (for example, when Your bank tells Us that the reason for Your missed payment is *"not provided for"* or *"effects not cleared"* – usually when You do not have enough funds available in Your account), **Your Policy will lapse (as per clause D1 above). In order to reinstate cover under the Policy, You authorise Us to attempt to debit the Premium from Your account for a further 3(three) consecutive months.** Should We be successful in collecting a further Premium from You within this 3(three) month period, the date of collection of that Premium shall be the new Policy Inception Date, as referred to in clause D2 above.
5. We may increase the Premium, subject to giving You 30(thirty) days' written notice. Notice will be provided by SMS/email/facsimile/post.
6. You authorise Us to collect the Premium from any South African bank account whose details You have given Us.
7. The Unlimited makes use of NAEDO collections services to ensure that We are able to collect Your Premium and Your cover under the Policy. NAEDO is a debit collection system that allows Us to process Your debit closer to Your salary payment date thereby improving the likelihood of a successful debit collection.
8. The Inception Date may not be backdated.

Section 3: General Terms and Conditions (applicable to Sections 1, 2 and the Schedule, unless the context indicates a contrary intention)

Some of these provisions (for example, regarding the collection of fees or non-insurance benefits) apply to the non-insurance products as the context indicates.

1. The Welcome Letter, alternatively the application form which You signed, shall be read, insofar as Your names, address and policy number are concerned, as being part of the Policy.

2. If You have a short-term insurance policy:
 - a. the Policy constitutes a tax invoice in relation to any Premiums payable by You, as well as a credit note in relation to any refund of Premiums to You, as provided for in paragraph 2.2 of Binding General Ruling (VAT) 14 issued by the South African Revenue Service (SARS) in terms of Section 20(7) and 21(5) of the Value-Added Tax Act, 1991; 20(7) and 21(5) of the Value-Added Tax Act, 1991; b. Your VAT registration number (if any) was not provided to Us at time of sale;
 - c. should You be entitled to claim the VAT portion of the Premiums as an input tax deduction, You will only be entitled to do this if you are in possession of the Policy, Welcome Letter, alternatively Your copy of the application form, as well as proof that you have paid the Premiums; and
 - d. the Benefits stated in the Policy are the full amounts and are inclusive of all VAT.
3. Should there be any conflict between the provisions of this Section 3 and the Policy (Section 2, which includes the applicable Schedule) the provisions of the Policy will prevail.
4. Fee:
 - a. The Fee includes the Premium and is inclusive of VAT and is payable monthly in advance. The details of the separate charges are in the Schedule.
 - b. The Fee is payable to Us by debit order. Should You cancel the debit order or should there be insufficient funds in Your bank account when We attempt to collect the Fee, We shall be entitled to cancel this Agreement without notice to You.
 - c. We shall not be obliged to accept any Fee paid to Us after the due date.
 - d. **You authorise Us to deduct the Fees from any South African bank account whose details You have given Us. Whilst we shall try to debit your account on the date agreed with you, you authorise us to debit your account on another day should the collection date fall on a Saturday/Sunday or public holiday or as may be necessary to successfully collect and provide you with the product.**
 - e. **You acknowledge that this authority may be ceded or assigned to a third party, if the agreement is also ceded or assigned to that third party.**
 - f. **This authority includes any increase to the Fee (including any premium increase).**
5. Notwithstanding anything else contained in the Master Agreement, in the event that You are a Government employee and have given Us Your Persal number:
 - a. **You authorise Your employer to deduct the Fee from Your salary via PERSAL (being National and Provincial Government's personnel salary system) and pay the Fee over to the Insurer;**
 - b. **You authorise The Unlimited to deduct the Fee from any of Your bank accounts which You have disclosed to The Unlimited, if the Government is unable to deduct the Fee in favour of the Insurer, from Your salary via PERSAL; and**
 - c. **Should any changes in terms of this Agreement, and resulting from either the cancellation of the Agreement or an increase in Fees, be required, such changes need to be communicated to PERSAL on or before the 23rd of the month in order to be effective in the following calendar month. If an instruction is received by PERSAL after the 23rd of the month, for example if an instruction to cancel the Agreement is received by PERSAL on the 25th of June, the Agreement will only be cancelled effective in August (and the Fee will be deducted from Your salary in July). THIS WILL ALSO IMPACT THE DATE FROM WHEN YOU ARE FIRST COVERED, FOR EXAMPLE, IF THE PAYMENT INSTRUCTION IS ONLY RECEIVED BY PERSAL ON THE 25TH OF JUNE, YOU WILL ONLY BE COVERED FROM 1 AUGUST (PROVIDED THERE ARE NO WAITING PERIODS) – YOU WILL NOT BE COVERED IN JULY.**
6. Provision of the Benefits is restricted to events, including Insured Events, occurring in South Africa.
7. **DISCRETIONARY INCREASED COVER**

From time to time, we may offer to increase Your cover, at no additional cost to You. We will notify You of any increase by SMS to the number You have on record with us.

 - a. Any increase cover that may be provided under this clause is dependent on Your monthly Fee being paid; and

- b. You have the right to decline any increase cover offered to You under this clause.
8. You may only start this Membership Agreement with Us if You are less than 65 years of age.
 9. This Membership Agreement (including the Policy) will end when You reach the age of 70 or on Your death.
 10. You may not cede or assign this agreement or the benefits provided in the Agreement. We may cede or assign this Agreement to a third party.
 11. You and Your Spouse, where applicable, consent to:
 - a. The Unlimited providing and sharing Your personal medical information, and that of Your Spouse and Children, with Our service providers, underwriting managers and/or agents, and to The Unlimited obtaining Your personal medical information from any person or health facility that treated You immediately prior to, and after Your Accident, Death or Illness;
 - b. The Unlimited marketing other products and services to You.
 - c. Should You not wish to receive marketing material and/or services please notify us in writing.
 12. **It is recorded that information relating to the parties to this Agreement or to persons whose interests are protected by this Agreement may be processed for the conclusion or performance of this contract, or to protect those interests, or to comply with legal obligations, or pursuing our legitimate interests or those of any third party to whom the information is supplied. You consent to such processing.**
 13. The Unlimited, acting on behalf of the Insurer in relation to the Policy, may amend or terminate this Agreement at any time. Publication of any amendments or termination by such means as We select will constitute valid notice of the amendments to You and the amendments will be effective on 30 days' notice. **You also authorise The Unlimited to notify You of any amendments via SMS. You may not amend or vary this Agreement. Should You have a preferred method for communication, contact Our Customer Care Line and let Us know.**
 14. By paying, alternatively authorising The Unlimited/Insurer to collect, the first Fee (including the Premium) due under and in terms of this Agreement, You shall be deemed to have read and accepted the terms and conditions contained in this Agreement.
 15. Allow us, as our customer, to fulfil on our obligations to you in terms of this agreement, in doing this, that we can to the extent necessary share your information with our partners, business associates, agents, servants, representatives and other relevant third parties. This will include being able to market other products, offerings and market innovations and submitting your information to credit institutions (including credit bureaus) to update your information and guide us in making decisions about product development, affordability, market conduct and activities ancillary to our business.
 16. Should any clause in this Agreement become illegal, invalid or unenforceable in any respect, the remaining clauses will not be affected.
 17. Neither We nor the Insurer are an agent of the SP. You accordingly waive any and all claims for loss or damages against Us and/or the Insurer arising directly or indirectly from any act or omission of the SP(s).
 18. Should You exercise Your Cooling-off Period rights, You must notify The Unlimited by telephone on 0861 990 000. The Unlimited will refund any Fees collected from You during the Cooling-off Period.

Schedule – Legal Shield

This Schedule must be read together with the Master Agreement

1. Should there be any conflict between the provisions of this Schedule and the Master Agreement (this means if there is any difference as to what is required of You or what You can expect between this Schedule and the Master Agreement), the provisions of this Schedule shall prevail.
2. If we change your Benefits, we may send you a new Schedule. We shall not send You a new Master Agreement.

Section 1: Definitions

1. **"Beneficiary"** means You, Your Spouse and/or unmarried Children younger than 21. We may ask for proof of marriage or birth. You must be a South African permanent resident or be in possession of a valid work permit.
2. **"Benefits"** means, collectively, the Legal Advice Benefit, Bail Benefit, Debt Counselling, and Litigation Benefit services, all of which are provided by the UMA and the Wills and Estate Benefit which is provided by Estate Plan.
3. **"Cover will be declined"** includes the withdrawal of cover, if a claim has previously been approved.
4. **"Estate Plan"** means Digital Estate Planning Initiatives (Proprietary) Limited trading as Estate Plan, registration number 2009/011113/07, being the company responsible for providing the Wills and Estate Benefit in terms of this Agreement.
5. **"Insurer"** means:
 - a. Centriq Insurance Company Limited being the Insurer and the entity that will pay the Policy Benefits subject to the terms and conditions of the Policy being met.
6. **"Insured Event"** means all the acts or omissions forming the facts which may lead to:
 - a. the pursuit of a civil claim by You arising out of:
 - i. Your death or personal injury. This will include an action by either Your Spouse or Child for Your wrongful death;
 - ii. any infringement of Your legal rights; and
 - iii. Your contract of employment.
 - b. Your defence against:
 - i. a criminal prosecution brought against You; and
 - ii. a civil claim brought against You.

An Insured Event can only take place while You are acting in a personal and private capacity, and must relate only to Your personal and private affairs. Only one Insured Event shall be deemed to have arisen from all incidents or events that are related by cause or by time.
7. **"Lawyer"** means the attorney or other appropriately qualified person appointed by the UMA to represent You.
8. **"Legal Fees"** means the reasonable fees, costs and disbursements of proceedings properly and necessarily incurred by the Lawyer or the UMA for the purposes of a claim, and includes the costs of any civil proceedings incurred by a third party for which You may be liable in terms of a court order or in terms of settlement agreement where the prior written approval of the UMA has been obtained. The Legal Fees shall always be paid in accordance with the Table of Legal Fees and the provisions of this Policy.
9. **"Limit of Indemnity"** means the maximum amount payable by Centriq for any one Insured Event, which amount shall be the lesser of:
 - a. the amount set out in the Table of Benefits; or
 - b. the monetary value of the issue in dispute with the third party.
10. **"Litigation Benefit"** shall mean the benefit underwritten by the Insurer, provided you meet the terms and conditions of this Agreement and as set out in the Table of Benefits (below).
11. **"Policy Benefits"** means the Litigation Benefit set out in section 1 of this Schedule and which is underwritten by Centriq.
12. **"Proceedings"** means the pursuit or defence of civil, criminal, or arbitration proceedings. A quasi-judicial hearing or an internal labour issue or enquiry with Your employer is expressly excluded. (See 'Notes'.)
13. **"Services"** shall mean the non-insurance benefits namely the Legal Advice Benefit, Bail Benefit, Debt Counselling Benefit and the Wills and Estate Benefit.

14. **"SP"** shall mean Legal and Tax Services (Pty) Limited (the UMA), the Service Provider for the provision of the Services.
15. **"Spouse"** means a person to whom you are married by civil law, tribal custom or under the tenets of any Asian religion. "Spouse" also includes a common law spouse or Your life partner who normally resides with You in South Africa.
16. **"Table of Legal Fees"** means the Table of Legal Fees set out at the end of this Policy.
17. **"UMA"** means Legal and Tax Services (Pty) Limited, being the underwriting manager of this Policy as well as the entity that provides the Benefits under the Agreement.
18. **"Waiting Period"** means:
 - a. relative to the Inception Date (the date We collect the first successful Fee, which includes the Premium), the period calculated from the Inception Date to the date on which The Unlimited has successfully collected the 2nd successful Fee in a row from You. For illustration purposes, if We collect Your first Fee on the 24th of April (the Inception Date) and Your next on the 24th of May, You will be covered under the Policy from the 25th of May; "Subject to the terms and conditions of your policy."

Please note that cover is not operative during the Waiting Period.

First Section: Insurance Policy

(LITIGATION BENEFIT PREMIUM IS R6.90, VAT is included at a rate of 15%).
 Subject to the acceptance by You of the terms and conditions set out in this Policy, the following Benefit will be provided:

Litigation Benefit		
R60,000.00 Litigation Benefit.	The Litigation Benefit is provided by the Insurer subject to the terms and conditions of this Policy being met.	A Waiting Period, as applies under this Policy – 2 successful debits in a row.
		Cover will not be provided for uncontested divorces unless The Unlimited has collected at least 12(twelve) Fee payments (which includes the Premium) in a row from You.

IMPORTANT NOTICE

Centriq Insurance Company Limited (Reg. No. 1998/007558/06) is the short-term insurer of this Policy. Centriq agrees to provide the cover under this Policy during any period of insurance for which You have paid a Premium and subject to the terms and conditions of this Policy being met. Centriq will accept any proposal or declaration that You have made to Centriq and/or the UMA as true, and Centriq shall use that information as the basis for the cover provided under this Policy. If Centriq makes any changes to Your Policy those changes will then form part of the Policy.

Terms and Conditions applicable to the Policy. These must be read with the Terms and Conditions set out in the Master Agreement which will also apply to Your Policy.

A. Insuring Clause

Subject to the terms and conditions of this Policy being met, the Insurer will indemnify You for Legal Fees in terms of this Policy up to the Limit of Indemnity for Insured Events falling within the jurisdiction of the South African courts and occurring within the Republic of South Africa. One Insured Event can give rise to only one single Proceeding in one court of law. (See 'Notes'.)

B. Limitation of Liability

- 1. Whilst the UMA will endeavour to provide accurate advice and servicing, neither The Insurer, the UMA nor The Unlimited, their employees, agents, or representatives shall be liable for any damages or consequential damages that may arise out of or in connection with any advice given or work done (or not given or done) by any of the aforementioned (or the Lawyer), notwithstanding any mistake, error of judgment or negligence.**
- 2. Under no circumstances whatsoever shall the Insurer, the UMA, The Unlimited or the Lawyer be liable to You, and whether for direct or indirect damages or loss, including any damages You may suffer as a result of a repudiation of a claim under this Policy.**

C. Claims terms specific to Your Policy.

Please note that the Master Agreement must be read together with this section, in particular, section 2B clause 14, Section C clause 1, 2, 3, and 5, and section D.

- 1. If You do not comply with the requests of the Insurer and/or the UMA within a reasonable time, or if any statement or answer by You in any proposal, declaration, claim submission or communication (whether made in writing or orally) is not true and correct, Cover will be declined.**
- 2. You are required at all times:**
 - a. to be completely open and truthful and to not withhold any information in respect of any matter relating to a claim; and**
 - b. to co-operate timeously and fully with both the UMA and the Lawyer, failing which, Cover will be declined.**
- 3. You are required to notify the UMA within 90(ninety) days of the date of the Insured Event first coming to Your knowledge, failing which, Cover will be declined.**
- 4. The UMA may, at any time, contact any person, including the Lawyer, take statements and make whatever investigations and do such things as it, in its sole discretion, deems necessary and You hereby grant Power of Attorney in this respect to the UMA.**
- 5. Settlement by the UMA**
 - a. The UMA is entitled at any time to attempt to settle or resolve a claim on Your behalf prior to the referral thereof to a Lawyer.**
 - b. The UMA may, in its sole discretion, elect to settle the claim by paying You (or the third party pursuing a matter against You) a sum of money in full and final settlement of such claim, rather than paying the costs of a Lawyer to defend or pursue a claim, provided that where payment will be made to You, the amount to be paid may not be less than the amount claimed by You, or agreed to by You with the UMA.**
 - c. Alternatively, in attempting to settle or resolve a claim the UMA may, in its sole discretion, instruct:**
 - i. that a certain course of action be followed prior to appointing a Lawyer; or**
 - ii. where reasonably indicated, that Your interests can be satisfactorily achieved by means other than a court process.**

6. Acceptance of claim

The UMA will only assess Your claim once the claim form and all relevant statements, documentation, evidence and information required by the UMA to assess the claim has been provided by You at Your cost. The UMA will advise You whether or not Your claim has been approved within 7 (seven) days of receiving all relevant documentation, evidence and information, and after all outstanding queries are answered. If the claim is approved, written confirmation of cover will be given by a duly authorised employee of the UMA. Confirmation of cover cannot be given orally or over the phone. (See 'Notes'.)

7. Reasonable prospects of success

No claim will be accepted or continued with if at any time there appears to be no reasonable prospect of success in the Proceedings. The Lawyer's opinion as to the surrounding circumstances and the potential strength of Your testimony and that of witnesses will be considered in this regard. With respect to motor vehicle accidents involving contributory negligence, there will be no reasonable prospect of success in the Proceedings if You are the driver of the motor vehicle and the UMA and/or the Lawyer estimates that You are at least 55% to blame for the accident. (See 'Notes'.)

8. Claims procedures for You to follow:

- a. You are required to timeously follow the claims procedure (as prescribed by the UMA from time to time) and the reasonable instructions of the Lawyer, failing which, cover will be declined. The claims procedure includes, but is not limited to:
 - i. submitting a claim form;
 - ii. submitting all statements, evidence, information and documentation reasonably requested by the UMA;
 - iii. keeping a written or electronic record of how the claim proceeds;
 - iv. promptly following the instructions of the Lawyer; and
 - v. any other procedure which the UMA considers necessary to administer and monitor the claim.

9. Appointment of a Lawyer

- a. If a claim is approved, You may request the UMA to assist You with the appointment of a Lawyer or You may appoint a Lawyer of Your choice, subject always to the prior written approval of the UMA, who may at any time and for good reason, decide to rather appoint a Lawyer from its panel of attorneys whose appointment will be subject to Your approval, which shall not be unreasonably withheld. (See 'Notes'.)
- b. Once a Lawyer is appointed, the Lawyer acts on Your behalf, and not on behalf of the UMA and/or the Insurer. You (and not the UMA) are the client of the Lawyer. All further work in connection with the Proceedings shall be undertaken by the Lawyer. Notwithstanding the foregoing, the UMA shall have direct access to the Lawyer at all times and shall be entitled to obtain any information from the Lawyer or any other party regarding the Proceedings, and **You hereby grant Power of Attorney to the UMA in this respect.**
- c. If the Lawyer fails to meet Your requirements, You are required to notify the UMA as soon as possible to allow the UMA to resolve the issue. If You change the Lawyer without the UMA's prior written approval, You will be liable for all legal fees incurred thereafter.

10. Settlement by Lawyer

If the claim is at any time capable of being settled by the Lawyer, You are required to assist the Lawyer, where possible, to settle the matter. If a settlement offer is obtained, the UMA must be notified in writing immediately, and the following will apply:

- a. if You reject the settlement offer, the provisions of paragraph C13 below will apply; and
- b. if You accept the offer without making provision for the recovery of Legal Fees payable to Us, then any amount that is recovered will be apportioned first to recover Legal Fees paid by Us, and thereafter to amounts due to You.

11. Payment of claim and costs recovered

- a. You must, within 30(thirty) days of receipt, forward to the UMA all bills of costs or other accounts that You may receive as a direct result of the Proceedings, failing which We will not be required to pay same.
- b. We shall only be obliged to make payment at the conclusion of the Proceedings.
- c. All costs recovered from the other side shall be for Our benefit, and any amount that is recovered will be apportioned first to recover Legal Fees paid by Us, and thereafter to amounts due to You.

12. Special terms limiting or affecting cover

- a. If flowing from one Insured Event there is both a basis for exclusion and a basis for cover, then if the basis for exclusion is either the dominant cause or the initiating cause of the Insured Event, Cover will be declined. (See 'Notes'.)
- b. In the event of a settlement offer being made at any time which is not accepted by You, then in the event of the matter proceeding and You not achieving a result better than the said offer, We shall have no liability for the costs incurred subsequent to the offer being made. At the time of Your rejection of the settlement, the Lawyer may require You to provide security for payment of future fees before proceeding with further work.
- c. In the event of You having a claim under this Policy and other persons having the same or a similar interest in the Insured Event, We shall only be obliged to pay a percentage of the claim, calculated by dividing the number 1(one) by the number of persons having the same or similar interest in the Insured Event.

- d. If the estimated Legal Fees are greater than the Limit of Indemnity, Cover will be declined unless You are able to provide security to the satisfaction of the UMA that You are able to fund the shortfall in such Legal Fees (beyond the Limit of Indemnity).
 - e. If it has not been established to the satisfaction of the UMA that the third party has gainful employment or is likely to have sufficient assets available to meet any judgment, Cover will be declined. (See 'Notes'.)
 - f. We will not pay Legal Fees which arise as a result of You not co-operating with the Lawyer, or which are duplicated by You changing Lawyers.
 - g. If You have another legal expenses policy, We will only pay Our pro rata portion of the claim.
 - h. Once a Lawyer has been appointed You may not change lawyers, settle or withdraw from the Proceedings without the prior written agreement of the UMA, failing which You will become liable for all Legal Fees incurred from inception of the claim.
 - i. Where the acts or omissions forming the facts of the Insured Event take place over a period of time, Your premium must be fully paid up during that entire period of time, failing which Cover will be declined.
 - j. In the event that You at any time apply for or are sequestered, or are placed under administration in terms of section 74 of the Magistrates' Courts Act, Cover will be declined.
 - k. If one Insured Event gives rise to multiple causes of action or defences (for example, the Policyholder, Spouse and Child ("the claimants") all have an action for damages flowing out of a single motor accident), then the Limit of Indemnity will apply to the combined Legal Fees of all the claimants.
- 13. Resolution of conflict and repudiation of claims**
- a. Should You disagree with any action of the UMA in attempting to resolve or settle a claim then:
 - i. the matter shall, upon written request from You and at no charge to You, be referred by the UMA to an attorney nominated by the UMA and acceptable to You, who shall decide the matter acting as expert and not arbitrator. The decision of the attorney shall be final and binding. The attorney may, without being obliged thereto and in his discretion, call for You and/or the UMA to provide written statements or evidence;
 - ii. if You fail to abide by the decision of the attorney, We shall not be liable to indemnify You under this Policy in respect of such claim.
- 14. The Insurer will not accept any claim that it considers to involve any fraud or attempted fraud.**

D. Table of Legal Fees

1. In the absence of an agreement with the Lawyer as to the Legal Fees payable, and subject to the Limit of Indemnity, the Legal Fees payable will be determined as follows:
- a. Taxation: At the UMA's discretion, the Lawyer's bill of costs shall be taxed by the relevant taxing master, or failing him by an independent taxing consultant appointed by the UMA, whose decision shall be final and binding.
 - b. Disbursements: All reasonable disbursements necessarily incurred (duly supported by vouchers or as agreed) will be paid, provided such disbursements are taxable and do not exceed what would be allowed on taxation.
 - c. Advocates fees: The Policy does not cover advocates fees in the Magistrates' Courts or the Labour Court. Fees for advocates will not be paid for High Court matters unless the prior written consent of the UMA is first obtained.
 - d. Criminal matters: The Policy will pay such amounts as are claimable in terms of the Legal Aid Board tariff, plus 50% thereof.
 - e. Civil matters: The Policy will pay such amounts as are taxable on the appropriate scale as between party and party.
 - f. Labour matters and arbitrations: The Policy will pay such amounts as are taxable on the appropriate scale as between party and party, as if the matter were in the Magistrates' Court, on Scale B of the tariff for defended actions. For arbitrations, the Policy will not pay the costs of establishing the arbitration (for example, the arbitrator's fees or the hiring of the arbitration premises).
 - g. Opponents' fees: The Policy will pay such fees and disbursements, which are taxed pursuant to an appropriate order of court.

- h. Expert's fees: The Policy will pay experts' fees, which are necessary, provided that such fees are approved in writing in advance, are taxable, and do not exceed what would be allowed on taxation.
- i. Settled matters: Subject to prior written approval by the UMA, the Policy will pay an agreed fee.
- j. Execution: If judgment is obtained, the Policy will pay the taxable costs for the service of a single writ of execution, or emoluments or garnishee order.

E. Specific Exclusions. (These must be read with the General Exclusions in the Master Agreement)

1. We will not pay for any claim that in any way arises out of, is based upon, or relates to, whether directly or indirectly, any of the following:

- 1.1. any legal costs incurred prior to written confirmation by the UMA that a claim is approved. These costs are not covered and must be paid by You;
- 1.2. an Insured Event that commenced prior to You becoming insured under this Policy or prior to the expiry of the Waiting Period. Where the facts of the Insured Event consist of more than one act or commission, the date of the Insured Event will be deemed to be the date when the first act or omission took place; (See 'Notes'.)
- 1.3. a venture for gain, a transaction or undertaking which involves monetary gain (other than Your employment contract), or the conduct of any profession, business, trade or similar practice. Without limiting the foregoing, this exclusion includes any claim relating to a criminal action arising out of the foregoing, or any claim relating to You in Your capacity as a landlord, or anything relating to patent, trademark or copyright; (See 'Notes'.)
- 1.4. marriage, past or present intimate relationships, divorce, care (custody), access, guardianship, maintenance, paternity, promise to marry, domestic violence, domestic violence interdicts, adoption, proprietary or monetary disputes with any of the following people (as the case may be): ex spouse, child (biological, step or adopted), parent, in-laws (parents or siblings), or a present or past partner. Please note that uncontested divorces are covered, subject to The Unlimited collecting at least 12(twelve) Fee payments (which includes the Premium) in a row from You; (See 'Notes'.)
- 1.5. any contract whose negotiations commenced or which was entered into before the expiry of the Waiting Period. The UMA may, in its sole discretion, decide to provide cover for a claim based on such a contract where it feels the dispute relates entirely to issues which came into existence after the expiry of the Waiting Period. Should the UMA decide not to exercise its discretion, it shall not be obliged to give reasons;
- 1.6. any criminal conduct on Your part unless You have a valid and justifiable defence for such conduct. The onus is on You to provide clear and convincing proof of such defence; See ('Notes'.)
- 1.7. any Insured Event which arises, whether directly or indirectly, as a result of You being under the influence of alcohol or drugs including, but not limited to, drinking and driving;
- 1.8. a criminal matter of a similar type for which You have previously been convicted, or where an admission of guilt fine is payable;
- 1.9. appeals and/or reviews;
- 1.10. any claim made by You against Us, The Unlimited, the UMA, the lawyer, or any employee or agent of the foregoing;
- 1.11. claims related to fixed or immovable property, other than Your full-time permanent place of residence registered in Your name;
- 1.12. claims relating to emotional hurt or infringement of personality rights (eg. defamation, the right to dignity, privacy, a good name, not to be insulted);
- 1.13. any incident involving a motor vehicle where, at the time of the incident, You (or the person driving with Your consent) were the driver but did not hold, or were disqualified from holding or obtaining, the required licence to drive;
- 1.14. legal fees incurred in conveyancing matters, the drafting of wills or the winding up of deceased estates, marriage contracts, matters which are administrative in nature, matters requiring the drafting or drawing up of documents, as well as tax, fiscal and similar matters. Disputes arising therefrom are not excluded if otherwise covered under the Policy;

- 1.15. a cession, assignment or delegation in Your favour, which was received from a person who himself is not insured under this Policy;
 - 1.16. matters that are trivial or that are within the jurisdiction of the Small Claims Court (in which event, support to proceed via the Small Claims Court will be given by the UMA);
 - 1.17. debt management or failure by You to discharge a debt lawfully due by You, including any claim related to such debt. This includes Administration Orders, financial enquiries under Section 65 of the Magistrates Court Act, and any debt rearrangements under the National Credit Act 2006 etc.;
 - 1.18. any application for the change of status of a person (e.g. sequestration, rehabilitation, placing a person under curatorship, declaring a person insane etc.);
 - 1.19. an application for the rezoning of immovable property, removal or amendments to Title Deed restrictions or similar matters;
 - 1.20. Your rights or obligations in a capacity other than as a private person (e.g. as a director, officer, trustee, executor, guardian of children other than Your Children, etc.) or as a shareholder, member of a Close Corporation, partner, or similar capacity;
 - 1.21. rescissions of judgment, unless the underlying defence would otherwise be covered under this Policy;
 - 1.22. mass action or protest, an unlawful strike or lockout, labour disturbances, public disorder, civil disobedience, resisting or impeding lawful authority, unlawful occupation of land or property, intimidation or threat of violence or force, or any conduct that is calculated or directed to bring about the foregoing;
 - 1.23. hostilities, warlike operations (of any nature and whether war be declared or not), rebellion or civil war;
 - 1.24. conduct undertaken to further ideological objectives (e.g. political, economic, social or environmental objectives);
 - 1.25. ionizing radiation or contamination from any nuclear material or the combustion of nuclear fuel;
 - 1.26. any conduct contrary to public policy or tainted with or based on illegality or involving unlawful and indecent sexual behaviour or based on malice or vexatious conduct on Your part; and
 - 1.27. Claims relating to government, a municipal body, or similar body or structure which relate to the provision of services, rates, taxes, water, electricity, waste, e-tags or tolls, similar charges, or maintenance of infrastructure (roads) or which relate to delays in performance or slack.
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Second Section: Services (Non-insurance Benefits)

Terms used in this Second Section of the Schedule shall have the meanings as assigned to them in the First Section (Insurance Policy) and in the Master Agreement, unless the context clearly requires otherwise.

A. Legal Advice and Assistance Benefit ("Legal Advice Benefit")

1. The Legal Advice Benefit provides You with unlimited telephonic legal advice during Business Hours, on our Legal Assistance Line provided by the UMA's qualified in-house legal advisors. In addition to advising You, the UMA's legal advisors will try to resolve Your problem by communicating with third parties on Your behalf. We will provide advice on business matters to the best of our ability.
2. **With the exception of matters relating to You carrying on a business, any venture for gain, or transaction or undertaking where there is a profit motive, telephonic advice and assistance is provided on any legal matter. We will provide advice on business matters to the best of our ability.**

B. Bail Benefit ("Bail Benefit")

1. If You are arrested, and You need to bring a bail application, the SP will provide the following Bail Benefit:
 - a. on calling the SP, You will automatically be directed to a legal advisor;
 - b. the SP's legal advisor will arrange legal representation for You provided a Lawyer is available in the area in which You have been detained. Nothing is guaranteed in this regard;

- c. should the Lawyer request You to do so, You will be required to pay the Lawyer's legal fees to the Lawyer directly prior to the bail application; and
- d. in the event that You pay the Lawyers' legal fees directly, **You will be reimbursed under and in terms of the provisions of the Policy Schedule (see First Section) provided all the terms and conditions of the Policy have been met (this includes the Master Agreement).**

C. Debt Counselling

The Debt Counselling benefit provides you with access to persons who will negotiate with Your creditors on Your behalf, for reduced monthly repayments when You cannot afford to meet Your monthly debt obligations.

Debt Counselling Process

1. When You apply for debt counselling, the debt counsellor will evaluate Your financial position in order to determine if You are over-indebted as provided for in the National Credit Act, based on the information You provide.
2. If Your application for debt counselling is approved, the debt counsellor will inform Your creditors that You have applied for debt counselling via a Form 17.1 notice. Once creditors have been informed of the fact that You have applied for debt counselling, they are not allowed to take any legal action against You (unless You default with Your obligations). The counselling process takes 60(sixty) working days to be finalised. During this time Your creditors will be required to negotiate with the debt counsellor in order to provide the debt counsellor with information relating to your debts and agree on a new plan for the repayment of Your debts.
3. Within 5(five) days of receipt of the Form 17.1 notice, Your creditors are required to provide the debt counsellor with certificates of balance ("COBs"), certifying the balance of Your debt, the applicable interest rate, the arrears as well as the amount and frequency of the instalments You have agreed to pay, alternatively which the debt counsellor has negotiated on Your behalf.
4. Should the debt counsellor determine that You are over-indebted, the debt counsellor will commence with a procedure to inform all Your creditors of the fact that You are over-indebted. This is done with another notice called a 17.2. The 17.2 Notice will confirm Your over-indebtedness and the new repayment proposal will be sent to all creditors.
5. The debt counsellor will enter into further negotiations with Your creditors in order to negotiate monthly repayments which You can afford.
6. There are certain rules that apply to repayments, namely payments on:
 - a. bonds (home loans) must be 80% of the original payment or a maximum of 240 (two hundred and forty) months; and
 - b. vehicles must be 70% of the original instalment or a maximum of 60 (sixty) months.
7. The total amount repayable on Your bonds and vehicles could be less if a repayment plan acceptable to all parties is agreed, within the required periods.
8. Any unsecured credit agreements must be paid back within a maximum of 60(sixty) months.
9. Once Your debt restructuring has been finalised by the debt counsellor, the case is taken to Court and either a consent order or a court order will be issued by the Magistrate's Court. A consent order obliges Your creditors to honour the new repayment arrangement and prevents them from taking legal action against You provided You meet Your repayment obligations.
10. If Your application for debt counselling is approved, and once the debt counsellor has agreed the revised repayment arrangements with Your creditors, all payments will be made to the Payment Distribution Agency ("PDA") (and not to Your creditors). The amount You will repay will depend on what You can afford to pay each month, in accordance with the information You provided on the debt counselling application form. The PDA will distribute payments to each creditor as per the debt counsellor's initial proposal.

Debt Counselling Fees

11. The Debt Counsellor is entitled to the following fees in respect of the debt counselling services provided to You:
 - a. an application fee, limited to the amount prescribed in the National Credit Act, which is recoverable directly from You upon receiving an application for debt review;
 - b. a rejection fee of R342.00 (three hundred and forty-two Rand) should Your application for debt counselling be rejected; and
 - c. a restructuring fee, being the lesser of the first instalment of either the debt rearrangement plan or R6,000.00. (six thousand Rand) (Should a joint application be required [for example from You and Your spouse], the minimum fee can be increased to a maximum of R6,000.00 (six thousand Rand) excluding VAT).
 - d. 100% of the restructuring fee is payable at the first instalment.
 - e. a monthly after-care fee of:
 - i. 5% (plus VAT) of the total monthly instalment payable to Your creditors (via the PDA), up to a maximum amount of R400.00 (four hundred rand) plus VAT for a period of 24(twenty four) months; and thereafter.
 - ii. reducing to 3% plus VAT of the monthly instalment, up to a maximum amount of R400.00 (four hundred Rand) plus VAT, for the remaining period of the debt rearrangement plan.
12. Payment of the monthly after-care fee is to commence in the 2nd (second) month after the restructuring fee has been paid.
13. Should You withdraw from the debt counselling process after the debt counsellor has completed the debt restructuring process, a fee equal to 75% of the restructuring fee, calculated in accordance with sub-clause (c) above, will be payable by You to the debt counsellor.
14. The legal fee of R750.00 (seven hundred and fifty Rand) for the consent order may only be deducted in the second month after the amount in sub-clause (d) above has been paid. If Your financial affairs cannot be resolved through a consent order, and additional costs need to be incurred for further legal processes, these will be negotiated with You separately.

D. The Wills & Estate Benefit

1. The Wills & Estate Benefit provides the following assistance to You:
 - a. An individualised Will can be drawn up by professional attorneys. Should You need to update this Will there is a fee of R500.00 (five hundred Rand) excluding 15% VAT provided You still have an active Legal Shield product.
 - b. You have the option to store the Will yourself in a secure place or to have the Will stored with Estate Plan for an annual fee of R150 (one hundred and fifty Rand) excluding 15% VAT.
 - c. Should you so elect and Estate Plan accepts your election, Estate Plan will act as the Executors for You, provided:
 - i. You agree to store Your Will with Estate Plan in accordance with b. above;
 - ii. You update Your information on Estate Plan annually; and
 - iii. You agree to Estate Plan's election of Fiduciary Partners, which is Hinton Lee Attorneys or similarly elected attorneys.
 - d. By accepting this Service, You agree to the collation and updating of Your vital personal information annually via the Estate Plan system, which information will be disseminated to the appointed Executor in the event of Your death. Should you not update your information annually, Estate Plan reserves the right to withdraw the Service as failure to update will prevent Estate Plan from performing the Executor Duties in the most efficient manner. **Please note the fee of R500 in D1a will apply to the yearly updates.**
 - e. For all Estates that are Section 18(3) Estates (R250 000 or below) Estate Plan will do this at no cost to You, provided You have complied with the provisions of D1c and D1d above.
 - f. If You have a larger Estate, Estate Plan will provide a tiered discount structure which will be dependent on the size of Your Estate, the discount on the fee of 3.5% will be as follows:

- R250 000 – R500 000 (0% discount on the fee of 3.5%)
- R500 000 – R1 500 000 (10% discount on the fee of 3.5%)
- R1 500 000 – R4 500 000 (15% discount on the fee of 3.5%)
- R4 500 000 + (20% discount on the fee of 3.5%)

g. The executor is by law entitled to charge 3.5% of the gross value of the assets of the deceased estate irrespective of the liabilities. For example, a deceased estate to the value of R3 000 000 would have an executor's fee of R105 000. A client who is on the Estate Plan product would benefit with the 15% discount and only have to pay an executor's fee of R89 250.

2. Process to follow if You want to have a Will drawn up.

The process that You have to follow in order to have Your Will drawn up is as follows:

- a. Contact the Call Centre on 0861 153 425 and request the Wills & Estate Benefit. You will be transferred to the relevant Estate Plan agent.
- b. Estate Plan will either mail, email or courier You a welcome pack that will consist of:
 - i. A Welcome letter;
 - ii. Terms of use of the benefit including the possible executor fees and possible discount on such fees should You agree to Estate Plan acting as your Executor;
 - iii. A questionnaire that will allow Estate Plan to determine the extent and type of Will to be drawn up e.g. dependants married or not, special instructions etc. Please Note: This is a standard Will and does not include trust created in favour of minor beneficiaries. Any requested or required deviation from the standardised Will, will attract agreed additional fees; and
 - iv. A debit order form should You require Estate Plan to store your Will and vital information in order for them to act as your Executors and for You to qualify for the fees discount.
- c. You will need to return the necessary documentation to Estate Plan.
- d. Estate Plan's attorney will contact You and finalise the details of the Will and talk You through the process of signing it.
- e. Estate Plan will send the original Will to You with clear instructions where to sign with a contact number for assistance. The Will must be signed correctly as per the instructions.
- f. Once signed, if You require Estate Plan to store the Will, a courier will be sent to You to collect Your Will.

3. Collation of Personal Information

- a. An update of personal information pertaining to Your Estate will be required annually in order for You to continue to enjoy the services provided on this benefit, should You elect to make Estate Plan Your Executor and store Your Will.
- b. You, Your Spouse and/or Child/ren must ensure Estate Plan has a current personal contact telephone number, be it a landline or mobile number in order to perform this function.
- c. Should the Will be a joint Will, then both You and Your Spouse will be required to have separate updates to your personal information but You will only be charged for the storage of 1 (one) Will. As a result, both You and Your Spouse will need to provide a current personal telephone number as per 3b.
- d. Estate Plan can be contacted via the call centre on 0861 153 425 or via email (info@estateplan.co.za) to update this information.

4. Process to follow to wind up an Estate

- a. In the event of Your death, Your family needs to contact the executor of the Will informing the executor of Your death.
- b. The executor will contact Estate Plan to obtain all relevant personal information to finalise the Estate. If You lived outside of the jurisdiction of the Master of the High Court of Johannesburg, the Estate will be transferred to Johannesburg.

- c. The attorneys will administer the Estate in accordance with the law and make use of all communication channels available to achieve this should they need any additional information.
 - d. In the event of Your death and You were no longer a Legal Shield member or You failed to update the details of Your Estate, the benefit described in D1f and D1g will fall away, but Estate Plan will still act as the Executors and will charge a flat fee as determined by the Executor for Estates below R250 000. Should the Estate be larger than R250 000, Estate Plan will charge the appropriate executor's fee at 3.5%.
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Third Section – General Information to access Benefits

A. Important Information

1. UMA's/Service Provider's Legal Assistance Helpline and Hours of Operation

The Legal Assistance Helpline and Wills & Estate Helpline is 0861 153 425.

The UMA and Estate Plan's operating hours are:

- a. Monday to Thursday: 8:30am to 4:30pm; and
- b. Friday: 8:30am to 3:30pm (collectively "**Business Hours**").
- c. The Bail Benefit will be available after hours in the event of an emergency.

2. Who May Use These Benefits?

The Benefits are available to You, Your Spouse and Children as defined.

3. When To Call

Call at the earliest possible opportunity, as soon as You suspect a potential legal problem. (The Policy requires You to notify the UMA no later than 90 (ninety) days after the Insured Event first comes to Your knowledge) or simply call whenever You require legal information.

4. Before Calling

Have all Your documents and information available when You call. Have Your facts organised in a logical manner (perhaps make a note of these facts and the questions You have for the legal advisor). This will assist the UMA's legal advisor to assist You in the best possible manner. Have Your Policy number ready.

5. Your Call Will Be Logged

Unless Your matter is extremely urgent, Your call will be logged and placed in a queue for the next available legal advisor. The UMA's legal advisor is required to contact You within approximately 3 (three) business hours.

6. Staying In Touch With Your Legal Advisor

After Your initial telephone consultation, the UMA's legal advisor may decide to communicate with the other party in the matter. Your legal advisor may give the party a certain time period within which to respond (usually 14 (fourteen) days). In this event, the guidelines with regard to follow-up contact between You and the legal advisor are as follows:

- a. if the UMA's legal advisor succeeds in contacting the third party and receives a response or new information about Your matter, the legal advisor will contact You; and
- b. if You have not heard from Your advisor within the specified time period (usually 14(fourteen) days), it means that Your advisor has not received a response. In this case, it is Your responsibility to call Your advisor to discuss the next steps in pursuing Your case.
In any event, it is vitally important that after every conversation with Your advisor, You are both clear as to who has responsibility to make the next contact, and when.

7. **Requests For Information/Documents**

Legal matters often involve a back-and-forth exchange of information and documents. If Your legal advisor requires You to supply him with information or documentation, please try to supply this as soon as possible. Failure to do so will delay the progress of Your matter.

Failure to update Your personal information on the Estate Plan system on an annual basis could result in the termination of the Wills and Estate Benefit Service.

8. **Fax Documents**

If You are required to fax documents to Your advisor, please comply with the following guidelines:

- a. clearly mark all fax documents for the attention of Your legal advisor;
- b. write Your Policy and/or ID number clearly in the top right hand corner of all pages;
- c. state how many pages are in the fax; and
- d. after sending the fax, please call or email Your legal advisor to confirm whether he has received Your fax. (You can simply confirm this with the UMA's Call Centre Staff.)

9. **Consultations**

It may be necessary for You to meet with the UMA's legal advisor for a consultation. If so, please schedule an appointment with Your advisor. Please do not arrive at the UMA's offices without an appointment.

10. **Your Retrenchment**

Subject to the other terms and conditions of this Agreement being met, if:

- a. You are retrenched (this benefit does not apply should Your Spouse be retrenched);
- b. You have informed the UMA of the fact that You have been retrenched **within 30 (thirty) days of having been retrenched and have provided the UMA with written proof of Your retrenchment from Your former employer;** and
- c. We have collected no less than 12(twelve) monthly Fee payments in a row from You, then the UMA shall renew the Policy as well as the Legal Advice Benefit, Bail Benefit for a period of 6(six) months or until You are reemployed, whichever is the shorter period.

PLEASE NOTE THE WILL AND ESTATE BENEFIT THROUGH ESTATE PLAN WILL NOT BE AVAILABLE UNDER THIS EXTENDED COVER.

B. General Terms and Conditions. Please note these must be read with the general terms and conditions in Your Master Agreement.

1. These General Terms and Conditions apply both to the First and Second Sections of the Schedule (collectively "**the Policy Benefit and Services Benefits**"). In the event of any conflict between these General Terms and Conditions and the Policy set out in the First Section, the provisions of the Policy shall apply.
2. **The Policy Benefit and Services are serviced or provided by the UMA and Estate Plan. The UMA and Estate Plan are independent parties and are not agents of Us (The Unlimited).**
3. Your membership of Legal Shield is subject to these terms and conditions read with the Master Agreement. This Agreement, in addition to information You have provided to Us verbally, constitutes a binding agreement between You, the UMA and Estate Plan.

4. **You acknowledge that the obligation to provide the Policy Benefits and Services Benefits is that of the UMA and Estate Plan. You accordingly waive any and all claims against The Unlimited, its successors and assigns for any and all losses, damages, claims and costs suffered by You, and whether directly or indirectly attributable to any failure by the UMA or Estate Plan to provide the Policy Benefits and Services Benefits, alternatively as a result of the UMA or Estate Plan's provision of defective Benefits.**
5. **Your right to access the Policy Benefits and Services is conditional upon You paying both the once-off legal activation fee (currently R89.99), as well as the ongoing monthly membership Fee (currently R89.99 per month, includes VAT). The Unlimited as well as the Insurer (insofar as the Premium is concerned) shall be entitled to increase the Fees from time to time.**
6. You may only hold a single (Legal Shield) membership at any given time. The Policy Benefit and Services are available to You, your Spouse and your children under the age of 21 (twenty-one) for the UMA. Estate Plan will provide a Will jointly for You and Your Spouse, or alternatively, and upon Your election for either Your Spouse, or child/ren between the ages of 16 (sixteen) and 21 (twenty-one).
7. Should the Will be a joint Will, Estate Plan will act as the Executor for both parties should both die simultaneously. The Wills & Estate Benefit will, however, only be available to the larger of the 2 (two) estates. Should either You or Your Spouse die separately the Estate Plan will act as the Executor for the deceased. If You died, Your Estate will be finalised but the Legal Shield benefits will not transfer to either Your Spouse or Children. If, however, Your Spouse has died we will provide You with a new Will.
8. You must quote Your membership number when requesting Benefits from the UMA and Estate Plan failing which You will not be entitled to any Benefits whatsoever.
9. **Other than in circumstances which amount to a breach, under no circumstances shall the Insurer or the UMA or Estate Plan be liable to You for any loss or damages whatsoever and howsoever arising.**
10. **Under no circumstances whatsoever shall Centriq, The Unlimited, the UMA or Estate Plan be liable to You for consequential, indirect, special, punitive or incidental damages.**
11. **You indemnify The Unlimited against all claims, damages and losses we may suffer as a result of Your intentional and/or negligent conduct.**
12. The Unlimited shall not be a party to, or otherwise become involved in, any dispute between You, the UMA or Estate Plan including with respect to the provision of any Benefits.
13. **You authorise The Unlimited and/or any other party to this Agreement to disclose any information, including adverse payment information, to one or more credit information bureaux.**
14. **Personal Information**
 - a. **You acknowledge that it will be necessary to process and make your personal information available for others for the performance of this legal plan.**
 - b. **You also consent to us, our service providers to retain your personal information confidentially after this legal plan ends so that we can contact you to offer you a new policy and new products.**

Explanatory Notes to the Policy. By reading these notes You will understand Your Policy even better.

1. A quasi-judicial hearing includes, but is not limited to, hearings relating to gun licences and liquor licences.

2. The Policy is a legal expenses Insurance Policy which covers Your Legal Fees. It does not cover damages, interest, fines, penalties or bail money.
3. An Insured Event that begins before the expiry of the Waiting Period is not covered.
4. The following are all examples of prior events for which You will not be covered:
 - a. You became a Legal Shield policyholder 12(twelve) months ago. You receive a Summons relating to a motor car accident that occurred 2 (two) years ago;
 - b. a dispute which arises out of the interpretation of a will that was signed before the start of cover; and
 - c. Your employer dismisses You while You are covered, but it is clear that the employment relationship started to break down before You became a policyholder.

All of the above will be prior events even though, when You became a policyholder, You had no idea that the matter would turn into a legal dispute.
5. You will still be entitled to the Telephonic Legal Advice Benefit regarding prior matters to help You resolve the dispute (which hopefully can be achieved without You requiring the services of an attorney).
6. It can be difficult to differentiate between business and non-business matters. Take for example the driving of a vehicle. If You use Your vehicle to deliver goods to customers (whether for Your own business or an employer), this will be considered business use, and You will not be covered for a claim relating to Your use of the vehicle (such as an accident). On the other hand, simply using Your vehicle to get to and from work is not considered business use and therefore You will be covered for a claim arising directly from Your use of the vehicle in those circumstances.
7. A marriage may break down over time, making it difficult to establish whether the cause of the divorce took place before active cover or not. This is one of the reasons why divorce is excluded. Maintenance, custody, proprietary disputes between spouses and other issues associated with divorce are excluded for the same reasons.
8. We do not assist criminals with legal cover. If You can show that You have been falsely accused, You will be covered. A complicating factor is that at the time You are charged with a crime, the Police Docket is often not yet available. This means We will not have sufficient information to determine whether You have been falsely accused or not. In these instances You will be guided on how to deal with the matter.
9. Prior to the approval of a claim, You are required to do the following:
 - a. provide the UMA with all information necessary to assess the claim;
 - b. provide the details and the whereabouts of the defendant (if applicable); and
 - c. ensure that all requirements of the Policy are complied with. New queries may arise from the information You provide, which may slow down the process of approving Your claim.
10. Before a claim is approved, there must be a reasonable prospect of success in the matter. We will not cover cases with little or no hope of success. Where the matter is considered "borderline", that is, where the UMA is uncertain of the prospects of success in the case, the UMA will refer the matter to an independent attorney for an opinion. We will accept the attorney's decision.
11. You may ask the UMA to appoint a Lawyer for You. Should You wish to instruct Your own Lawyer, however, You may do so. Should Your Lawyer's fees exceed the costs set out in the Table of Fees, You will have to pay the difference (as with a medical aid where a doctor charges more than Medical Aid Rates and the member has to pay the excess).
12. A claim will not be approved where the defendant is not employed and does not have sufficient funds to pay the judgment. That is, a claim will only be approved if there is a reasonable prospect that You will be successful in recovering any judgment given in Your favour. Please note that it is Your responsibility to provide the details of a defendant who is difficult to trace.

FAIS DISCLOSURE NOTICE
DISCLOSURES REQUIRED IN TERMS OF THE FINANCIAL ADVISORY AND
INTERMEDIARY SERVICES ACT ("FAIS")

**As a short-term insurance policyholder, or prospective policyholder, you
have the right to the following information:**

Financial Advisory & Intermediary Services Act No. 37 2002 "FAIS Act"

The FAIS Act requires compliance by Product Suppliers (insurers) and Financial Services Providers (intermediaries or brokers) with a General Code of Conduct that was introduced to assist you in making informed decisions about the insurance products that you purchase. It also aims to ensure that your Product Supplier and Financial Services Provider render financial services honestly, fairly, with due skill and diligence and in your interests and the integrity of the financial services industry.

You will receive a FAIS Disclosure Notice at the inception of your policy and at each subsequent Renewal (or Anniversary) date. The FAIS Disclosure Notice contains certain information about your Product Supplier and Financial Services Provider that you are entitled to together with information about the Ombud and the Registrar. Should you experience any difficulties in obtaining required details, please contact your Financial Services Provider for further assistance.

1) About the Underwriting Manager (UMA) FOR LITIGATION BENEFIT ONLY

- (a) Name: Legal and Tax Services (Pty) Ltd
[Reg. No: 2001/011518/07] ("LTS")
Physical Address: 3rd Floor, Acacia Grove, Houghton Estate
Office Park, 2 Osborn Road, Houghton, 2196
Postal Address: P.O. Box 95275, Grant Park, 2051
Telephone: 011 242 5000; 0860 587 587
- (b) LTS is a Financial Service Provider, FSP Number 28566.
- (c) LTS holds 50 Class L1 preference shares in the share capital of the insurer.
- (d) LTS is in possession of professional indemnity insurance.
- (e) How to institute a claim - [A brief summary of how to submit a claim is set out below; however, please be advised that the full claims procedure is set out in Section 1 Part C of the Policy Schedule, and this summary does not in any way affect or detract from the said Policy conditions]. LTS must be advised within 90 days of you first obtaining knowledge of the Insured Event about the possibility of a claim (failing which all benefits under the Policy will cease).
This notification may be made telephonically or in writing.
The Claims Handling Service will first attempt to resolve the matter without litigation, and you are requested to follow their advice. Should a resolution not be achieved, you will be required to complete a claim form, and submit all necessary supporting information. A written confirmation of claim will be issued if the claim is approved.
- (f) Fees and commission - LTS receives R4.80 per month as a Claims Servicing and Handling Fee from the insurer.
- (g) LTS has a written mandate to act on behalf of the insurer.

2) About the insurer

- (a) Name: Centriq Insurance Company (RF) Limited
("Centriq")
Physical Address: The Oval, Second Floor, West Wing, Wanderers
office park. 52 Corlett Drive, Illovo,
Johannesburg
Postal Address: PO Box 55674, Northlands, 2166
Telephone: 011 268 6490
- (b) The telephone number of the compliance department is 021 915 7825;
Fax number: 021 915 7149. Should you have any complaints about the availability or adequacy of information required to be provided herein, please bring this to the attention of Centriq at Tel: 011 268 6490
Fax: 011 268 6495.
- (c) The name and details of the **Underwriting Manager's Compliance Officer** are: **Marina Jooste, ISS Compliance Pty LTD, practice number 28**
Tel: 0861 266 759; Fax: 0865 044 119. For all **legal advice and service queries, please call 0860 587 587.**
- (d) To institute a claim, please see 1 (e) above. To institute a complaint, you may

contact the Customer Care Department of LTS on 0860 587 587. If this is not resolved satisfactorily, please call Centriq at the contact details in (b) above.

- (e) Type of policy involved – Legal Expenses Insurance.
- (f) The premium is **R6.90 (VAT is included at a rate of 15%)**, which amount is included in the monthly debit for the cover.
- (g) The manner in which your premium obligation is required to be paid is set out in the Policy.

3) About the Financial Services Provider

- (a) Name: The Unlimited Group (Pty) Ltd
[Reg. No: 2002/002773/07]
Physical Address: 1 Lucas Drive, Hillcrest, 3610
Postal Address: Private Bag X 7028, Hillcrest, 3650
Telephone (Customer Care): 0861 990 000
Categories for which The Unlimited is licensed - 1.1, 1.2, 1.3 and 1.20.
Risk and Compliance Department
Tel: 031 716 9700
Email: riskcompliance@theunlimited.co.za
- (b) The Unlimited is a private company and holds preference shares in the share capital of the Insurer.
- (c) The Unlimited acts as an Intermediary and thereby enjoys up to, but not exceeding, the regulated commission in terms of the Short-Term Insurance Act, which varies from product to product. In addition, The Unlimited earns fees for the administrative work undertaken by it on behalf of the Insurer.
- (d) The Unlimited has a written mandate to act on behalf of the Insurer.
- (e) The Unlimited holds Professional Indemnity Insurance, IGF Insurance and Fidelity Insurance cover.

4) Other matters of Importance

- (a) You must be informed of any material changes to the information referred to in paragraph 1 and 2.
- (b) If the information in paragraphs 1 and 2 was given orally, it must be confirmed in writing within 30 days.
- (c) If any complaint to the intermediary or insurer is not resolved to your satisfaction, you may submit the complaint to the Registrar of Short-term Insurance.
- (d) Polygraph or any lie detector test is not obligatory in the event of a claim and the failure thereof may not be the sole reason for repudiating a claim.
- (e) If premium is paid by debit order:
 - (i) It may only be in favour of one person and may not be transferred without your approval; and
 - (ii) The insurer must inform you at least 30 days before the cancellation thereof, in writing, of its intention to cancel such debit order.
- (f) The insurer and not the intermediary must give reasons for repudiating your claim.
- (g) Your insurer may not cancel your insurance merely by informing your intermediary. There is an obligation to make sure the notice has been sent to you.
- (h) You are entitled to a copy of the policy free of charge.

5) Warning

Do not sign any blank or partially completed application form. Complete all forms in ink. Keep all documents handed to you. Make a note as to what is said to you. Don't be pressurised to buy the product. Study the product with care immediately once it is received. If you have any uncertainties, discuss these with your insurer or intermediary. Incorrect or non-disclosure by you of relevant facts may influence the insurer on any claims arising from your contract of insurance.

6) FAIS Ombud

If you have a problem with the way the product was sold to you or the disclosures that were made to you, please contact The Unlimited for assistance. If you are not satisfied with the reply, you may submit your complaint in writing to the FAIS Ombud at PO Box 74571, Lynwood Ridge, 0040. The FAIS Ombud can also be contacted on Telephone: 012 762 5000 or 012 470 9080, Fax: 012 348 3447 and email: info@faisombud.co.za.

7) Short-Term Insurance Ombud

If the matter is still not resolved to your satisfaction please, submit your complaint to the Ombudsman for Short-Term Insurance at:
PO Box 32334, Braamfontein, 2017.
Telephone: 0860 726 890 or 011 726 8900, Fax: 011 726 5501,
Email: info@osti.co.za.

Alternatively, you can submit a complaint in writing to the Registrar of Short-Term Insurance at: PO Box 35655, Menlo Park, 0102.
Telephone: 012 428 8000, Fax: 012 347 0221.

8) Waiver of Rights

The General Code of Conduct stipulates that no financial services provider may request or induce in any manner a client to waive 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.

9) Sharing of Information

Insurers share information with each other regarding policies and claims. This is done in the public interest and in the interest of all current and potential policyholders. The sharing of information includes, but is not limited to information sharing via the Information Data Sharing System operated by TransUnion ITC on behalf of the South African Insurance Association. By the insurer accepting or renewing this insurance, you or any other person that is represented herein, gives consent to the said information being disclosed to any other insurance company or its agent. You also similarly give consent to the sharing of information in regards to past insurance policies and claims that you have made. You also acknowledge that information provided by yourself or your representative may be verified against any legally recognised sources or databases. By insuring or renewing your insurance you hereby not only consent to such information sharing, but also waive any rights of confidentiality with regards to underwriting or claims information that you have provided or that has been provided by another person on your behalf. In the event of a claim, the information you have supplied with your application together with the information you supply in relation to the claim, will be included on the system and made available to other insurers participating in the Information Data Sharing System.

10) Use of Your Personal Information

When you enter into this policy you will be giving us your personal information that may be protected by data protections legislation, including but not only, the Protection of Personal Information Act, 2013 ("POPI"). We will take all reasonable steps to protect your personal information.

You authorise us to:

- (a) Process your personal information to:
 - (i) Communicate information to you that you ask us for.
 - (ii) Provide you with insurance services.
 - (iii) Verify the information you have given us against any source or database.
 - (iv) Compile non-personal statistical information about you.
- (b) Transmit your personal information to any affiliate, subsidiary or re-insurer so that we can provide insurance services to you and to enable us to further our legitimate interests including statistical analysis, re-insurance and credit control.
- (c) Transmit your personal information to any third party service provider that we may appoint to perform functions relating to your policy on our behalf.

You acknowledge that this consent clause will remain in force even if your policy is cancelled or lapsed.