

LEGAL HERO

Insurance against life's villains



The Legal Hero Product POLICY GUIDE

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



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Introduction

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

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

Kindly take care when reading this guide as it sets out the terms and conditions of your policy. It is important that you understand the contents of this document. Please do not hesitate to direct any questions to Legal Hero at 0861 22 99 22.

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1. Definitions of legal and insurance related terms

- 1.1 "Accidental Death": refers to the death of the principal policyholder solely and directly due to an accident that occurred in the Republic of South Africa that caused bodily harm, resulting in the passing of the principle policyholder within 12 (Twelve) months from the date of the aforesaid accident.
- 1.2 "Cause of Action": refers to the date upon which the legal problem originally originated. It is the initial event, either proven or alleged, that caused the legal problem and lead to the policyholder claiming the advice benefit and/or the out of court legal negotiation benefit and/or the litigation (in court) benefit.
- 1.3 "Commencement Date": refers to the date upon which the policyholder successfully pays the once-off registration fee of R100.00 (One Hundred Rand) together with his/her 1st (First) premium;
- 1.4 "Claim-Free Cashback": refers to the amount of R1 500.00 (One Thousand Five Hundred Rand) rewarded to the principal policyholder every 36 (Thirty-Six) months should he/she and/or his/her dependents qualify in terms of section 6.14 below.
- 1.5 "CCMA": refers to the Commission for Conciliation, Mediation and Arbitration. The CCMA deals with

several labour disputes by way of a two-step process, namely conciliation (in terms of which legal representation is prohibited) and arbitration should conciliation fail (legal representation is permitted during arbitration proceedings).

- 1.6 "Dependent/s": refers to the principal policyholder's spouse and dependent children. Policyholders may register their family members by contacting Legal Hero or their broker.
- 1.7 "Dependent children": refers to the principal policyholder's four eldest own/ adopted/ step children under the age of 28 (Twenty-Eight) years who are unemployed, unmarried and financially dependent on the principal policyholder.
- 1.8 "Guardrisk": refers to Guardrisk Insurance Company Limited, who underwrites this policy and is an authorized financial services provider operating under license number 75.
- 1.9 "Legal Hero": refers to Legal Hero (Pty) Ltd, who is Guardrisk's underwriting manager for this product as also the coordinator of all legal services rendered in terms hereof.
- 1.10 "Policyholder": refers to the principal policyholder whose premiums are up to date, his/ her spouse and 4 (Four) eldest dependent children. Supporting documents including but not limited to identity documents and marriage certificates may be required before registering the principal policyholder's spouse and dependent children under the policy.
- 1.11 "Policy guide": refers to this policy document, which contains the terms and conditions applicable to your Legal Hero policy.
- 1.12 "Premium": refers to the payment made by the policyholder. Premiums must be paid by the 7th (Seventh) day of each consecutive month.
- 1.13 "Spouse": refers to the principal policyholder's 1 (One) legal or traditional spouse as registered under the principal policyholder's policy. Should a policyholder get married after his/ her commencement date, the date of marriage will be regarded as the new spouse's commencement date for the purpose of determining any waiting periods applicable to this policy.
- 1.14 "Waiting period": refers to the expiry of a specific time period as calculated from the policy's commencement date onwards. A waiting period may be applicable to a certain legal benefit, during which specified time the policyholder will

be unable to lodge a claim for assistance under the certain legal benefit. The applicable legal benefit will only be available to the policyholder once the specified waiting period has passed.

2. Benefits

2.1 Legal Advice:

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

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

2.1.2 The legal advice benefit is limited to 5 (Five) legal advice consultations per month with a duration of 15 (Fifteen) minutes per consultation.

2.1.3 Using the Legal Advice benefit will NOT affect the policyholder's 'Claim-free Cashback.'

2.2 Out of Court (legal negotiation) benefit:

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

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

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

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

2.2.4 Included in terms of the Out of Court (legal

negotiation) benefit:

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

2.3 Litigation (in court benefit):

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

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

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

2.3.4 In the event that the maximum benefit of R200 000.00 (Two Hundred Thousand Rand) or the

- limits as stated in the specific litigation benefit found in section 3 (three) has been reached in respect of any specific claim, such cover will not be renewed to a further R200 000.00 (Two Hundred Thousand Rand) or such other specific limit in the following year for that specific claim.
- 2.3.5 There is no waiting period applicable to Legal Hero policyholders, unless a waiting period is expressly specified in terms of a specific litigation benefit, a list of which is found in section 3 (Three).
- 2.3.6 Upon the outcome of a formal successful merit assessment, as referred to in paragraph 2.3.7, Legal Hero is responsible for appointing and covering the legal fees of a preapproved legal practitioner who will attend to the litigation (in court) matter of the policyholder. Legal fees are calculated in accordance with Legal Hero's approved fee structure as agreed upon by Legal Hero and the legal practitioner, the aforementioned agreement which is on a party and party scale for civil matters and a set fee structure for family, criminal and labour matters.
- 2.3.7 All of the following criteria must be met in order to qualify for litigation cover:
- a) Up to date premium payments by the policyholder. The litigation claim will be rejected if premiums are in arrears or were in arrears when the cause of action arose;
 - b) The cause of action arose after the commencement date of the policy. This means that the legal problem only happened after the Legal Hero policy came into effect;
 - c) In the limited instance where a waiting period applies, the cause of action of the legal problem arose after the relevant waiting period had passed;
 - d) The legal problem of the policyholder is specifically included in terms of this policy guide, as listed under section 3 (Three);
 - e) The legal problem of the policyholder is not specifically excluded in terms of this policy guide, as listed under section 4 (Four);
 - f) 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;
 - g) The cause of action arose within the borders of South Africa;

- h) All parties involved need to be permanently resident in South Africa;
- i) The legal representation in Court proceedings must fall within the borders of South Africa.

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

- 3.1 Formal and/or Informal bail applications for the release of the policyholder and/or registered dependants on bail (a 24 hour emergency arrest line is available to the policyholder). Formal bail applications conducted by appointed panel Attorneys will initially only cover the policyholder's or registered dependant's bail appearance. Further court appearances (while the State is still investigating the criminal charge) up until the outcome of a formal merit assessment will be conducted by the policyholder with the assistance of his/her appointed Legal Hero officer;
- 3.2 Defense in criminal matters (e.g. assault, robbery, murder, rape, fraud etc.);
- 3.3 Guilty pleas in criminal matters provided that it is not a case of malice;
- 3.4 Representation during disciplinary hearings provided there is a danger of dismissal and the employer allows same;
- 3.5 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;
- 3.6 The institution or defense of a civil claim, provided that the claim has not prescribed in terms of the Prescription Act 68 of 1969;
- 3.7 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;
- 3.8 Opposed and unopposed divorces: R200 000.00 (Two Hundred Thousand Rand) aggregate cover per annum and R20 000.00 (Twenty Thousand Rand) cover per claim subject thereto that **1 (One) month waiting period has passed;**
- 3.9 Child maintenance representation provided the other party is legally represented;
- 3.10 Registration of an ANC (ante nuptial agreement) for the principal policyholder only, subject to a 3 (Three) month waiting period.

- 3.11 An additional benefit for Legal Hero policyholders is the discount of 40-60% (depending on value of property) on transfer & bond registration fees, provided the policyholder makes use of an attorney appointed by Legal Hero. There is no waiting period applicable.

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

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

- 4.1 Litigation (in court) cover where the cause of action date is prior to the commencement date of the Legal Hero policy;
- 4.2 Litigation (in court) cover for certain litigation benefits where a waiting period applies which has not yet lapsed;
- 4.3 Where the policyholder becomes a fugitive (is on the run) from justice;
- 4.4 Legal assistance requested by the dependents when it is directed against the best interests of the principal policyholder;
- 4.5 When legal representation and proceedings fall outside the borders of South Africa or where the legal problem originally arose outside the borders of the Republic of South Africa;
- 4.6 When a legal claim has been considered by Legal Hero and it has been found that a reasonable prospect of success does not exist. This includes the instance where it was found that the policyholder withheld from Legal Hero the relevant contracts, statements, reports, etc. or where it is found that the policyholder failed and/or neglected to state the true merits of the claim;
- 4.7 Interlocutory applications, unless approved by Legal Hero in writing. An interlocutory or pre-trial application refers to a request for a temporary decision on an issue before the court gives its final judgment;
- 4.8 When there is a dispute concerning the merits and/or quantum of a claim between the policyholder and Legal Hero;
- 4.9 Private legal fees incurred by the policyholder by using an attorney whose services were not formally requested by Legal Hero in writing;

- 4.10 Business matters and applications for business related matters, including any act the policyholder performs with the object to generate income or profit. This does not include the salary the policyholder receives from his/her employer as labour matters are covered in terms of this policy;
- 4.11 Political activities by the policyholder that involves any government, local and/ or tribunal authority;
- 4.12 Legal problems where the policyholder intentionally disregarded the law in acts of malice and cruelty whilst realizing the possible consequences of his/her actions or where the reasonable person would have realized the possible consequences at the time of the incident. This includes but is not limited to warlike operations, public disorder, civil disobedience and unlawful strikes;
- 4.13 When the policyholder becomes a habitual criminal and is charged with the same or similar criminal offence twice within a period of 12 (Twelve) months without a reasonable explanation at the discretion of Legal Hero;
- 4.14 Any cession, assignment or delegation with the result or the purpose to change any matter which is not covered in terms of this policy in order to bring it within the ambit of this document;
- 4.15 Matters that fall within the jurisdiction of any community court where legal representation is not necessary or allowed, such as the Small Claims Court;
- 4.16 Household/ domestic problems arising out of an affectionate relationship between spouses, lovers, ex-spouses or ex-lovers. This exclusion does not include divorce and maintenance matters;
- 4.17 Legal fees for a divorce exceeding the limit of R20 000.00 (Twenty Thousand Rand) per year;
- 4.18 The establishment of a trust;
- 4.19 Any formal application, whether of a civil, family, criminal or labour nature arising out of the policyholder's own motivation, including, but not limited to evictions, interdicts, sequestration, Rule 43 applications in divorces;
- 4.20 The winding up of the estate of the policyholder after his/her death;
- 4.21 Legal fees for a CCMA or Labour Court matter exceeding R20 000.00 (Twenty Thousand Rand) per year;
- 4.22 Any claim for non-monetary loss by the policyholder, including wrongful arrest;
- 4.23 A litigation claim based on an oral agreement

- between the policyholder and a third party in the instance where there is no written proof of the terms and conditions thereof;
- 4.24 Legal representation in the Constitutional Court of South Africa;
 - 4.25 Any tax related matter or tax related litigation;
 - 4.26 Legal costs and expenses relating to any appeal or review of a case when a successful outcome was not reached in the Forum of First Instance;
 - 4.27 When Legal Hero is not informed within 30 (Thirty) days by the policyholder after the occurrence of a legal problem likely to rise to litigation (in court assistance). It is the duty of the policyholder to report the legal problem and safe keep proof that same was reported;
 - 4.28 When it is possible for the policyholder to claim damages through any other form of insurance, for example when the policyholder has motor vehicle insurance;
 - 4.29 Loss or damage to the vehicle of the policyholder in the instance:
 - a) where the terms and conditions of his/her finance agreement prescribes insurance, which the policyholder failed to comply with;
 - b) when the vehicle of the policyholder was driven by anyone other than the principal policyholder or any of his/her dependents;
 - c) where the principal policyholder or any of the dependents driving the vehicle was not in possession of a valid driver's license at the time of the incident;
 - 4.30 Legal representation at ID parades and judicial inquests;
 - 4.31 Any further collection costs necessary after Legal Hero has, on behalf of the policyholder, secured a judgment confirming the money owed by a third party to the policyholder and a first warrant of execution has been issued;
 - 4.32 The payment of a cost order (a cost order is when the court orders the payment of the legal fees incurred by the third party as well);
 - 4.33 The fees of an expert witness, expert reports, the fees of tracing agents and the security for execution proceedings will not be covered in terms of this policy.

5 General Process

- 5.1 Legal Hero will upon receipt of a legal issue from a policyholder via telephone, fax or email correspondence provide legal advice and thereafter open a legal file in order to commence out of court legal negotiations, provided same is necessary and applicable in terms of the cause of action date and premiums paid.
- 5.2 Legal Hero may request from the policyholder to provide **at his/her own costs** the relevant documentation, information and explanations deemed reasonable and necessary by Legal Hero in order to assist the policyholder with out of court legal negotiations and/or to determine the prospect of success of a litigation (in court) claim. Feedback on a pending file under the out of court benefit will be provided to the policyholder telephonically.
- 5.3 In the event that the out of Court negotiations prove to be unsuccessful, the Legal Hero claims assessment team will receive the legal file for assessment. The claims assessment team can either approve or reject a legal claim under the litigation (in court) benefit. In the event of a rejection the policyholder will receive a formal letter listing the reasons for the rejection as well as the procedure and timeframe available to lodge a formal complaint, should the policyholder be of the opinion that cover was unreasonably withheld by Legal Hero considering the terms and conditions set out in this policy guide.
- 5.4 Once the Legal Hero claims assessment team has approved a litigation claim, Legal Hero will refer the matter to a handpicked panel attorney in writing, authorizing the attorney to take the matter to court at the expense of Legal Hero.

6 General Conditions

- 6.1 Legal Hero reserves the right to make modifications to the premium and the terms and conditions of this document. Legal Hero will notify the policyholder of modifications to the premium and/ or terms and conditions of this document by way of 30 (Thirty) days written notice. Payment of fees subsequent to such notification will indicate the policyholder's acceptance thereof;
- 6.2 The policyholder may cancel the policy by way

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

deliberately or negligently failed to cooperate with the advice and assistance provided by Legal Hero or the legal representative appointed to the case which resulted in the case not being finalized the first time and Legal Hero incurring unnecessary expenses;

- 6.10 The policyholder indemnifies Legal Hero and Guardrisk against any claims resulting from advice given or acts performed by the legal practitioners contracted by Legal Hero to advise or represent policyholders in terms of the litigation (in court) benefit. Legal Hero and Guardrisk will therefore not be held liable for any loss caused by the appointed legal practitioner, all of which are registered attorneys and advocates;
- 6.11 The policyholder agrees to attain the written approval of Legal Hero before settling a litigation (in Court) matter out of court, unless the settlement includes the right of recovery of legal expenses already paid by Legal Hero. All litigation expenses paid by Legal Hero up until the date of settlement must be refunded, whereafter the balance will be paid over to the policyholder;
- 6.12 Legal Hero may require a policyholder to sign an indemnity form before litigation cover is provided. In terms of the indemnity form the policyholder undertakes to provide Legal Hero with accurate information and not to withhold important information in order to secure litigation cover, failing which the policyholder undertakes to refund Legal Hero any amounts previously paid in terms of the claim;
- 6.13 Legal Hero will send a written rejection letter with reasons in the event that a claim of the policyholder was rejected, where after the policyholder or his/her representative has a limit of 90 (Ninety) days from that date to query the decision. If the policyholder is not satisfied with the resolution of the query, the policyholder may refer the query to the Ombudsman for Short Term Insurance at P.O. BOX 32334, Braamfontein, 2017. Tel: (0860) 726 890 or (011) 726 8900. If the policyholder chooses not to utilize the Ombudsman for Short Term Insurance and Legal Hero has still not changed its decision, the policyholder has 180 (Hundred and Eighty) days from the date of the original notice of the decision not to pay, in which to issue summons, failing which the policyholder will forfeit the claim and Legal Hero and/or

Guardrisk will have no further liability in terms of the claim.

6.14 Claim-Free Cashback:

- 6.14.1 The reward calculation period stretches over 36 (Thirty-Six) months, starting on the commencement date of the policy and ending exactly ten days after the 36th (Thirty-Sixth) anniversary;
- 6.14.2 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:
 - 6.14.2.1 Assistance was not requested by the principal policyholder and/or his/her dependents in terms of the 'Out of Court' or 'Litigation' benefit during the reward calculation period;
 - 6.14.2.2 All 36 (Thirty Six) premiums were paid timeously during the reward calculation period and at no stage did the policy fall into arrears;
- 6.14.3 In the event that the policyholder qualifies for a Claim-Free Cashback, Legal Hero has a period of 10 (Ten) days to reward the policyholder with R1 500.00 (One Thousand Five Hundred Rand);
- 6.14.4 It is the responsibility of the policyholder to notify Legal Hero of any change in personal details as soon as possible;
- 6.14.5 Should Legal Hero fail to reward the principal policyholder with R1 500.00 (One Thousand Five Hundred Rand), and whereas the principal policyholder is of the opinion that he/she qualifies in terms of section 6.14.2 above, the principal policyholder is to notify Legal Hero thereof in writing as soon as possible.

7 Accidental Death Benefit

- 7.1 The Legal Hero Product offers a R20 000.00 (Twenty Thousand Rand) Accidental Death benefit to the principal policyholder should he/she be involved in an accident causing bodily injury, resulting in the death of the principal policyholder within a period of 12 (Twelve) months;
- 7.2 The amount of R20 000.00 (Twenty Thousand Rand) is payable to the principal policyholder's

- registered spouse, and if there is no registered spouse, the eldest registered dependent;
- 7.3 The policyholder and/ or the registered dependents of the principal policyholder forfeit the accidental death benefit in the following instances:
- 7.3.1 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;
 - 7.3.2 He/she or his/her family members fail to disclose information relevant to the claim or act fraudulently;
 - 7.3.3 Any of the principal policyholder's registered dependents fail to provide Legal Hero with a certified death certificate, certified Identification Document and banking details within 30 (Thirty) days after the accidental death of the principal policyholder.
- 7.4 The following exclusions apply to the accidental death benefit:
- 7.4.1 Where an existing medical condition contributed to the death of the principal policyholder;
 - 7.4.2 Where the policyholder was under the influence of alcohol or any other illegal narcotic and/or substance impairing the policyholder's mental capacity;
 - 7.4.3 Where the policyholder was the cause of the accident;
 - 7.4.4 Where the policyholder provoked and/or assaulted a third party or broke the law in any regard whatsoever;
 - 7.4.5 Where the accident took place within the policyholder's scope of employment;
 - 7.4.6 Any travel by air unless the policyholder was a paying fare-goer and the aircraft was licensed;
 - 7.4.7 Where the policyholder committed suicide, attempted suicide or any self-inflicting injury;
 - 7.4.8 Where the policyholder took part in an extreme sport or activity.
- 7.5 Legal Hero has 3 (Three) days to make payment to the beneficiary after receiving notification of the principal policyholder's death, together with the necessary documents referred to in 7.3.3.

8 Family Protection Plan

- 8.1 The registered dependents of the principal policyholder will stay covered in terms of the legal advice and out of court negotiation benefit for a period of 12 (Twelve) months at no additional cost should the principal policyholder pass for any reason whatsoever;
- 8.2 Any of the registered dependents are to supply Legal Hero with a certified death certificate of the deceased principal policyholder and a certified copy of the registered dependent's Identity Document within 30 (Thirty) days after the principal policyholder's passing, failing which the registered dependents of the deceased principal policyholder will forfeit all benefits in terms of the Family Protection Plan;
- 8.3 The Family Protection Plan excludes the litigation, Accidental Death and Claim-free Cashback benefits.

Contact Legal Hero

Admin enquiries: Call 0861 22 99 22 & press number 3 or email admin@legalhero.co.za

To open a new legal case: Call 0861 22 99 22 & press number 4 or email legal@legalhero.co.za

Arrest: Call 0861 22 99 22 & press number 2

Fax number: 086 551 2705

Postal Address: PO BOX 20013, Big Bay, 7448

Complaints & Compliments: 0861 22 99 22 & press number 4 or email hello@legalhero.co.za

Website: www.legalhero.co.za

Facebook: www.facebook.com/LegalHeroSA

Statutory Disclosure

Please safeguard this document.

1. DETAILS OF YOUR UNDERWRITING MANAGER

Legal Hero (Pty) Ltd is the Underwriting Manager of this policy with registration number 2014/046729/07.

Address: F1 Bayside Office Park, 41/43 Erica Road, Table View 7441.

Postal Address: P.O. BOX 20013, Big Bay, 7448.

Email: info@legalhero.co.za.

Tel: 0861 229922 | Fax: 086 551 2705.

COMPLAINTS

Legal Hero will handle any policy related complaints, which may be sent to hello@legalhero.co.za or directed to 0861 229922. You may access our complaints resolution policy on www.legalhero.co.za.

COMPLIANCE DEPARTMENT

Name of Compliance Officer: Adv. GPB Myburgh

Email: benm@legalhero.co.za

Tel: 021 556 0268 Fax: 0865 51 27 05

Legal Hero is an authorised Financial Services Provider in terms of the FAIS Act and may render administrative services and provide advice relating to short term insurance products under licence number 45377.

You may access our conflicts of interest management policy on www.legalhero.co.za.

2. DETAILS OF THE SERVICE

The product is legal cost insurance. The remuneration agreed upon between the Intermediary, Underwriting Manager and the Insurer for legal cost insurance business are as follows: *20% commission paid to the broker/intermediary; *25% binder fee paid to the binder holder.

Please refer to your policy guide for the following information:

- Nature and extent of benefits;
- Premium payment obligations and consequences of non-compliance;
- Details of special conditions, exclusions, excesses or restrictions.
- There is a R100 once-off registration fee when joining.

3. DETAILS OF THE INSURER

Guardrisk Insurance Co Limited (FSB No: 26/10/75).

Address: Tower 2, 102 Rivonia Road, Sandown, Sandton,

2196.

Postal address: PO Box 786015, Sandton, 2146.

Tel: (011) 669 1000. Fax: (011) 669 1931.

You may access our conflicts of interest management policy on www.guardrisk.co.za

COMPLAINTS

Tel: (011) 669 1000 | Fax: 011 669 1931.

Email: complaints@guardrisk.co.za.

You may access our complaints resolution policy on www.guardrisk.co.za

COMPLIANCE DEPARTMENT

The Compliance Officer: (011) 669 1000

Fax: 011 669 1931. Email: compliance@guardrisk.co.za.

4. DETAILS OF YOUR INTERMEDIARY

Legal Hero Business (Pty) Ltd is the intermediary who may be contacted via the Underwriting Manager. Company Registration Number: 2014/135793/07.

Contact details: same as that of the Underwriting Manager. **Complaints:** handled by the Underwriting Manager.

CONTRACTUAL RELATIONSHIPS

The Intermediary has a contractual relationship with the Insurer. The Key Individual is Adv. CS Timothy who may be contacted at carlt@legalhero.co.za.

The Intermediary is an authorised Financial Services Provider in terms the FAIS Act and may provide advice relating to short term insurance products under license number 45560.

If the policy was sold to you by the call centre, please note that recordings of the telephone discussion between you and the telemarketer can be made available to you.

You may access our complaints resolution and conflict resolution policy on www.legalhero.co.za.

5. OTHER IMPORTANT MATTERS

- The insurer must give you written reasons for repudiating your claim;
- The insurer may not cancel your policy without sending a notice to you;
- You are entitled to a copy of the policy free of charge.
- Misrepresentation, incorrect or non-disclosure by you of any facts or circumstances may impact on any

- claim arising from your insurance contract;
- Do not feel pressurised to buy this product;
 - You have the right as a customer to be treated fairly;
 - You have the right to complain by registering a complaint with the Underwriting Manager or the Insurer;
 - Should your complaint remain unresolved after a period of four weeks, you are to be informed of your right to refer the matter to the Ombud for Financial Services Providers.

6. CONTACT DETAILS OF THE SHORT TERM INSURANCE OMBUDSMAN

For advice in the event that your complaint was not satisfactory resolved by the underwriting manager and/or the insurer: P.O. BOX 32334, Braamfontein, 2017.

Tel: (0860) 726 890 / (011) 726 8900

Fax: (011) 726 5501.

Email: info@osti.co.za

7. CONTACT DETAILS OF THE FINANCIAL ADVISORY AND INTERMEDIARY SERVICES OMBUD:

For a complaint relating to advice concerning in terms of the FAIS Act and which has not been resolved to your satisfaction by the underwriting manager and/or the insurer: P.O. BOX 74571, Lynwood Ridge, 0040.

Tel: (0860) 324 766 / (021) 470 9080

Fax: (021) 348 3447.

Email: info@faisombud.co.za.

