

# POLICY DOCUMENT

## Legal Cover for Taxi Owners

### 1) INTRODUCTION

The Lawyer's Voice is an intermediary licensed by the Financial Services Board (FSB) as a Financial Services Provider in terms of Section 8 of the Financial Advisory and Intermediary Services Act 2002.

We commit to continuously provide our policyholders with excellent personalized client services. This we will do by offering unique products tailor made to address our policyholders' unique needs.

The Insurer agrees to pay the benefits in accordance with all provisions provided by this legal fees and expenses Policy. This Policy is issued in consideration of the application made by the Policyholder and continued payment of monthly premiums by the Policyholder. The information provided by the policyholder in his/her Application Form serves as an integral part of this policy document.

This is your Legal Costs and Expenses Policy. It is the evidence of the contract you have with us. In return for payment of a premium, we insure you during the period of insurance as set out in this policy document.

This Policy document and the application form you completed when taking up the policy with us are all part of your Policy and should be read together to avoid misunderstanding. They contain details of your cover.

### 2) DECLARATION

This is to certify that **Guardrisk Insurance Company (Pty) Ltd** hereby agrees to the extent and in the manner herein provided to indemnify the Insured Person against legal fees and expenses subject to the terms, limits to the terms, limits of indemnity, exclusions and conditions following the Defined Events which occur within the territorial limits and during the period of insurance.

### 3) DEFINITIONS

- **INSURER** - means **Guardrisk Insurance Company (Pty) Ltd**.
- **SERVICE PROVIDER** - means **The Lawyer's Voice (Pty) Ltd**.
- **POLICY HOLDER/ INSURED** - means the person to whom this policy is issued provided that he/she resides within the territorial limits.
- **INSURED PERSON** - means **Policy Holder, Insured, Child (ren), Spouse, and nominated person(s) cohabitating with the policy Holder/ Insured**.
- **YOU/YOUR/YOURS** - means the person named as a policyholder in this document.
- **POLICYHOLDER'S CHILD** - means his/her biological child or legally adopted child up to the age of 21 years. Children above 21 years old are covered up to the age of 25 years if they are at school or institution registered with the relevant Department of Education. If the policyholder's child is married or such child is excluded from the policyholder's policy regardless of such child's age. The Policyholder's child is covered up to the age of 25 years. The child's school must be registered with relevant department of education.
- **POLICYHOLDER'S FAMILY** - means his/her immediate family, comprised of one lawfully married spouse

and children as defined in this policy document.

- **POLICY** - means the documents consisting of this Legal Expenses Policy Document, our application form and any endorsements.
- **LAWYER** - means a professional in the private practice who has been admitted by the High Court of South Africa and the Law Society of South Africa to practice as an Attorney, Notary, Conveyancer, Advocate and is appointed by us to represent you in terms of this policy document.
- **INCEPTION DATE** - means the date on which we started to receive the required monthly premiums. This could either be the date of the first cash/ stop order payment or the date of the first deduction.
- **GRACE PERIOD** - means the 30 days following a premium due date.
- **LEGAL COSTS AND EXPENSES** - mean legal costs and fees reasonably and justifiably incurred and which are in line with our fixed tariffs on the standard basis and agreed in advance by us. Such cost and expenses shall include consultation fees, legal advice fees and lawyers' fees.
- **REASONABLE PROSPECTS OF SUCCESS** - means in civil, labour, and alleged criminal claims, where the policyholder has reasonable chance of successfully pursuing or defending the covered event. If the policyholder is seeking damages or compensation, there must also be a reasonable chance of enforcing any judgment that might be obtained. In all claims involving an appeal, where the policyholder has a reasonable chance of being successful. Our appointed lawyer has a final say in determining such chances of success.
- **TERRITORIAL LIMIT** - means South Africa only.
- **PERIOD OF INSURANCE** - From Inception Date of the Policy and the date the first premium has been received and monthly thereafter.
- **WAITING PERIOD** - 3 (three) months from date of inception of Policy in respect of all matters requiring representation in court. All other consultations have no waiting period.
- **PROPERTY LAW CASES**  
Property law in itself deals with protection of real rights (i.e. protection of ownership) and personal rights (i.e. landlord-tenant rights). Property law cases therefore entail but is not limited to protection of ownership over property, sub-lease agreements, and disputes over servitudes.
- **CRIMINAL LAW CASES**  
The Lawyer's Voice appoints legal representation where a Policyholder is alleged to have committed a crime. Criminal law cases include, but is not limited to, murder, assault, theft, sexual offences, stock theft.
- **CIVIL LAW CASES**  
Civil law cases arise where an individual believes his/her rights have been infringed or violated in some way by another person. These can involve disputes over property, dispute resulting from injury to person or his property, breach of contract, and defamation.
- **DRAFTING OF WILLS LAW CASES**  
Wills are legal declaration by which the owner of property names a person or persons to whom he/she bequeaths his/her property.
- **LABOUR LAW CASES**  
Labour is a field of law which regulates the relationship between an employer and employee. This field of law deals with cases related to unfair dismissal, discrimination and retrenchments at the workplace.
- **CONTRACTS LAW CASES**  
Law of contracts deals with all sorts of agreement between persons who have intention to enter into legally binding agreement. Law of contract cases are disputes arising from breach of such contracts (i.e. a breach of a contract of sale).
- **INSURANCE LAW CASES**  
These are cases based on dispute concerning insurance policies, insurance contracts and claims. These cases may arise, for example, from refusal by insurance company to pay insurance claim.

## **9) PREMIUM PAYMENTS**

- 9.1. Policyholder's policy is a monthly policy and you must pay the monthly premium in advance on the chosen date of deduction.
- 9.2. If the company does not receive the premium for the policy on the prescribed date, you will be given a grace period of 30 (thirty) days in which to make payment.
- 9.3. After two consecutive months of your failure to make premium payments, the policy shall be lapsed.
- 9.4. It is the policyholder's duty and responsibility to ensure that monthly premiums are paid when it falls due. If the policyholder's policy is interrupted because the company did not deduct the policyholder's premium, the company may debit the policyholder's account in order to re-instate the policy.

## **10) COVERAGE OF THE DEPENDANTS OF THE DECEASED CLIENT**

In the event where a policyholder dies and leaves his/her children or legally adopted dependants, such children/ or legally adopted dependants who are below 21 years will remain covered under the policy until they become 21 years old. However, their cover by the policy is only confined to matters relating to the policyholder's deceased estate.

## **11) POLICYHOLDER'S DUTIES AND RESPONSIBILITIES**

- i. The Policyholder's correspondence address for the purposes of this policy shall be the address provided by him/her in the application form during the time of applying for the policy.
- ii. It is the Policyholder's obligation and duty to inform and update the Service provider of any changes on his or her residential and postal address and other personal particulars.
- iii. It is the Policyholder's obligation and duty to inform and update the Service Provider of any changes to his or her banking details, employment and marital status.
- iv. It is the Policyholder's responsibility to ensure that his/her monthly premiums are duly paid.
- v. The Policyholder is obligated to cooperate fully with the lawyer appointed by us and to keep us informed of progress and to attend to all hearings and such meetings as they may be required at your own expense.

## **12) LEGAL COSTS AWARDED BY COURTS**

- 12.1. The policyholder is not allowed to claim legal costs awarded in his/her favour against the third party. Such costs will be claimed by the appointed firm of Attorneys and any amount in excess of the Policy Holders/ Insured Persons actual costs shall be set off against the claimed benefits.
- 12.2. The policyholder shall be obliged to sign the forfeiture form in this regard (i.e. Right of subrogation).

## **13) IN THE EVENT OF CLAIM**

- 13.1. A policyholder should present himself/herself to the nearest Lawyer's Voice's office or telephonically.
- 13.2. Under no circumstances should you instruct a lawyer as we will not pay the costs incurred and it could invalidate the cover.
- 13.3. Provided we accept a claim, we will refer your legal matter to an approved attorney from our panel to quickly attend to your legal case.
- 13.4 **Note:** In the event where the family of the Policyholder is claiming other than the principal (Client), proof of relationship shall be required thereof, for example-marriage certificate, birth certificate.

## **14) REQUIREMENT FOR CLAIMING**

Proof of identity (e.g. ID Book, Birth Certificate, Driver's Licence, Passport)

## **15) APPOINTMENT OF LAWYERS**

**Your attention is drawn to the following circumstances under which a lawyer to represent you may be appointed:**

- 15.1. We shall only appoint a lawyer to represent you in the event of our legal advisor being of the opinion that there are prospects of you succeeding with your claim or defence.
- 15.2. The Lawyer's Voice shall not be liable to appoint a lawyer for the purpose of appearing in an internal disciplinary hearing.
- 15.3. The Lawyer's Voice shall only appoint lawyers to institute action or defend a matter if our legal advisors are of the opinion that prospects of success, the recoverability of capital and costs are acceptable to us.

## **16) POLICY CANCELLATION**

- 16.1. Should the Policyholder wish to cancel his/her policy, he/she should do so by giving immediate notice to The Lawyer's Voice and signed written notice.
- 16.2. The Policyholder should fill a cancellation form and provide reasons for cancellation.
- 16.3. A Policyholder should also write a letter to his/her employer/treasury/accounts department informing them of the cancellation (in the case of Policyholders paying via company stop order). It should be noted that such a letter should be forwarded to the employer by the Policyholder.
- 16.4. Premiums paid during the period of cover are non-refundable.

## **17) OUR RIGHT TO CANCEL THE POLICY**

The insurer may cancel this policy by sending you 1 calendar month notice in writing to your last known address. You will not be entitled to a refund of your premiums.

## **18) FRAUDULENT CLAIMS**

If the Policyholder makes any fraudulent or false claim, the policy shall become void and all benefit under it will be forfeited including the premium.

## **19) RESOLUTION OF DISPUTES**

If there is a dispute between you and us about the handling of a claim, or in the event of a claim being rejected for any reason and legal action against us has not being commenced within 12 months after such rejection, all benefit under this insurance in respect of such claim shall be forfeited

## **20) GOVERNING LAW**

This policy will be governed by the Short-term Insurance Act 53 of 1998, Financial Advisory and Intermediary Services Act, 37 of 2002 ('FAIS Act').

## 5. WARNING

- i Do not sign any blank or partially completed application form.
- ii Complete all forms in ink.
- iii Keep notes of what is said to you and all documents handed to you.
- iv Don't be pressurised to buy the product.
- v If you fail to disclose facts relevant to your insurance, this may influence the assessment of a claim by the insurer.

## 6. PARTICULARS OF THE SHORT-TERM INSURANCE OMBUDSMAN

Postal Address:	P O Box 32334 Braamfontein, 2017
Telephone Number:	+27-11- 726- 8900
Facsimile Number:	+27-11- 726- 5501
The Ombudsman is available to advise you in the event of claims problems which are not satisfactorily resolved by the Intermediary and Insurer.	

## 7. PARTICULARS OF THE FAIS OMBUDSMAN

Postal Address:	Financial Services Board PO Box 74571, Lynnwood Ridge, 0040
Telephone Number:	+27 12 470 9080
Facsimile Number:	+27 12 348 3447
If any complaint with regard to advice given or intermediary services rendered to you was not resolved to your satisfaction, you can contact the FAIS Ombudsman.	

## 6. GENERAL DESCRIPTION OF THE GUARDRISK INSURANCE'S CELL CAPTIVE BUSINESS MODEL

- i Guardrisk Insurance is a corporate, wholesale specialist cell captive and rent-a-captive insurance company that primarily provides self-insurance and risk financing solutions to commercial and corporate clients.
- ii In terms of the business model, Guardrisk Insurance provides cell captive structures, long-term risk management and provides risk financing partnerships to its corporate clients.
- iii As a cell captive insurer, Guardrisk provides these corporate clients ("cell owners") with underwriting, reinsurance, claims management and accounting expertise. Individual cells are capitalized by their respective corporate owners and each cell covers only its own risks. Similarly, the economic benefits belong directly to the individual cell and in some instances; Guardrisk Insurance may participate in the profits to the extent of the net risk that it may retain in a particular cell.
- iv Guardrisk Insurance provides first party insurance structures for clients' own risks and in addition it also provides third party insurance structures for clients that want to on-sell insurance to their own customers or third parties who in such instances would be the ultimate insured's.
- v Guardrisk Insurance is a cell captive insurer and in this respect there are a number of cell owners with cell facilities that as a consequence have subscribed to and have been issued with a certain class of shares within Guardrisk Insurance for the purposes of incepting their cell facilities. In instances where some of these cell owners are authorised by Guardrisk Insurance to distribute insurance products out of their cell facilities to the ultimate insured's or product consumers these cell owners would in some instances themselves be licensed FSPs in the event that they perform any financial services involving advice and or intermediary services.
- vi By virtue of their ownership of cell facilities, cell owners may be remunerated in different ways out of the cell facilities subject to the solvency requirements.

## 7. OTHER GENERAL MATTERS OF IMPORTANCE

- i In providing advice in relation to its financial products, Guardrisk Insurance is required to analyse clients' requirements and needs. The financial advice provided is based on the information provided by clients and or intermediaries acting on behalf of clients and Guardrisk Insurance shall not be held liable for financial advice on the basis of incorrect, inaccurate or incomplete information provided by the clients or intermediaries.
- ii Guardrisk Insurance has an independent board of directors and it also has a management team that is responsible for the Guardrisk Group of companies. Appropriate governance structures are in place including the existence of a mix of executive, non executive and independent directors on the board.
- iii Guardrisk Insurance subscribes to a gifts and entertainment disclosure policy that applies to all employees and requires that they conduct their duties and functions with integrity, objectivity and honesty in accordance with the highest standard of ethics. Furthermore, the policy aims to prevent situations that could compromise the company's independence or create an impression of conflict concerning a client's interest or impairment of judgment in the decision-making processes.
- iv In the event of a potential conflict of interest in any financial advice offered to its clients, Guardrisk Insurance shall at all times place the interest of its clients before its own. In the provision of financial services to clients, Guardrisk Insurance may be one of a number of FSPs within the Alexander Forbes Group of companies that are part of the financial service offering to a particular client. An organogram of the Alexander Forbes Group of companies is provided at the end of this document which depicts the relationships between the various companies and identifies the various FSPs and Guardrisk Insurance's proximity to these FSPs. Guardrisk Insurance has developed a Conflict of Interest Management Policy ("COIM Policy") which has been adopted by the Board of Directors. The COIM Policy is available on our website [www.guardrisk.co.za](http://www.guardrisk.co.za) under the "Compliance" menu item or alternatively, we can supply you with a hard copy upon request.
- v Certain staff members employed by Guardrisk Insurance may receive annual performance bonuses that recognize their contribution to the overall financial performance of Guardrisk Insurance and or the Guardrisk Group. However to the extent that any such bonuses are paid, in all instances they will be based on the net profit performance and not that of either sales or revenue.