

# Policy

Terms & Conditions

**We've Got Your Back!**

## 1 | Terminology



**In this Policy Guide, the following words and phrases have the following meanings:**

- a. Absa:** Absa Insurance Company Limited, a licensed non-life insurer, which is the Insurer underwriting this product.
- b. Absa Group:** Means Absa Group Limited and its Affiliates.
- c. Business-related Matter:** Any matter where you acted as a sole proprietor (i.e. running your own business) or as a representative/director/shareholder/partner/member of any business or corporate entity. Where the party involved in the dispute is a business or commercial entity (e.g. a sole proprietor, company, close corporation, partnership, trust, or body corporate) and not you as Policyholder in your personal and private capacity, it will be considered business-related.
- d. LAW FOR ALL:** LIPCO Group (Pty) Ltd, which is the Underwriting Manager and legal services administrator.

**e. Legal Expenses:**

Professional fees and expenses payable to an attorney (per the fee arrangement between the attorney and LAW FOR ALL) to represent you in a legal matter. It will also include counsel (advocate) fees if, in LAW FOR ALL's sole discretion, it is considered necessary due to the complexity of the matter and LAW FOR ALL agreed to it in writing.

**f. Policyholder:**

The person who signed up for the policy (also referred to as the "Main Policyholder"), their legitimate spouse (formal proof of marriage required), dependent biological/ step/adopted children (formal proof of age and relationship required) up to the ages mentioned below, who are studying, unemployed, unmarried and financially dependent on the Main Policyholder as well as extended family members added to this policy in terms of the extended family benefit. Policyholders will be limited to South African citizens and foreign nationals legally living and/or working in South Africa. In this policy "you/your" refers to the Policyholder.

| Gold           | Gold+          | Platinum       | Platinum+      |
|----------------|----------------|----------------|----------------|
| Up to 20 years | Up to 21 years | Up to 25 years | Up to 27 years |

**g. Policy Start Date:**

The date we received your first monthly premium.

**h. Pre-existing Matter:**

A legal matter or dispute that originated before the Policy Start Date, i.e. where you knew or should have known about it at the time when you signed up for this policy and/or where the matter relates to an event or alleged event that took place or started before your Policy Start Date. Any matter where the problem already started before policy commencement (or before the expiry of any applicable Waiting Period) will be considered a Pre-existing Matter.

**i. Prospect of Success:**

A good chance of winning a case, based on: (i) other similar cases that have taken place in South Africa; and (ii) an assessment of the merits of your case by LAW FOR ALL's Merits Committee and/or any legal practitioner appointed by LAW FOR ALL to provide a professional opinion about your chances to succeed with your claim or defence. Failure to provide LAW FOR ALL with sufficient evidence that you have good merits to be successful will mean that your matter lacks the prospect of success and your claim will be rejected.

**j. Waiting Period:**

The time that must pass after your Policy Start Date to enjoy a specific benefit (where a Waiting Period applies). For any person who became a Policyholder after the Main Policyholder's original Start Date (e.g. new spouses, adopted stepchildren and extended family), the waiting period will begin on the date when such a person becomes a Policyholder under this policy.



Where the symbol **✓** is used in any table hereinafter, it means "covered".  
Where the symbol **✗** is used in any table hereinafter, it means "not covered".

## 2 | Policy Benefits

### 2.1 Legal Cost Cover Benefit



#### 2.1.1 What does the benefit entail?

Under this benefit, you will subject to terms and conditions, be entitled to formal legal help as well as representation in legal proceedings (i.e. litigation; in court matters) within the borders of South Africa by qualified legal practitioners (lawyers) appointed by LAW FOR ALL.

#### 2.1.2 Which matters are covered under the Legal Costs Cover Benefit?

This benefit will, subject to the exclusions mentioned in clause 2.1.3, cover your Legal Expenses for the matters as indicated.

|  | Gold | Gold+ | Platinum | Platinum+ |
|--|------|-------|----------|-----------|
| <b>2.1.2.1 Instituting legal action where your case is based on a written agreement</b> which sets out the terms and conditions that applies to the alleged breach.  | ✓    | ✓     | ✓        | ✓         |
| <b>2.1.2.2 Instituting action in delictual matters</b> where another person damaged your physical property (e.g. your house or car) and you can supply relevant evidence of the wrongdoing, as well as an expert calculation of the cause and amount of the damages. | ✓    | ✓     | ✓        | ✓         |
| <b>2.1.2.3 Defending civil &amp; delictual actions</b> instituted against you, i.e. where another person sues you in civil court for money, goods, services, or damages.   | ✓    | ✓     | ✓        | ✓         |

|  | Gold                      | Gold+                     | Platinum                  | Platinum+                 |
|--|---------------------------|---------------------------|---------------------------|---------------------------|
| <b>2.1.2.4 Applying for your release on Bail</b> where you were arrested on criminal charges.<br><br>(Access to a 24-hour Legal Emergency Line for after hour bail applications available).  | ✓                         | ✓                         | ✓                         | ✓                         |
| <b>2.1.2.5 Defending you in Criminal Cases</b> where criminal charges were instituted against you.   | ✓                         | ✓                         | ✓                         | ✓                         |
| <b>2.1.2.6 Defending you in Labour Cases</b> where you were charged with a dismissible offence, i.e. where you can lose your job if found guilty.  | ✓                         | ✓                         | ✓                         | ✓                         |
| <b>2.1.2.7 Instituting action</b> where your <b>case is based on defamation of character</b> and the defamatory remarks were in writing, made public and you can prove that you suffered financial losses because of the defamation. | ✗                         | ✗                         | ✓                         | ✓                         |
| <b>2.1.2.8 Representing you in Maintenance Hearings</b> where the other party is represented by a legal practitioner.  | ✗                         | ✓                         | ✓                         | ✓                         |
| <b>2.1.2.9 Representing the Main Policyholder in Domestic Violence Cases.</b>  | ✗                         | ✗                         | ✗                         | ✓                         |
| <b>2.1.2.10 Representing the Main Policyholder in Unopposed Divorce Matters.</b>   | Up to R10 000 per divorce | Up to R10 000 per divorce | Up to R15 000 per divorce | Up to R20 000 per divorce |

|   | Gold | Gold+                              | Platinum                                  | Platinum+                                 |
|---|------|------------------------------------|---|---|
| <b>2.1.2.11</b> Representing the Main Policyholder in <b>Opposed Divorce Matters</b> .  | ×    | ×                                  | Up to<br><b>R15 000</b><br>per<br>divorce | Up to<br><b>R20 000</b><br>per<br>divorce |
| <b>2.1.2.12 One FREE Pre-Nuptial Agreement</b> for the Main Policyholder provided that you were not engaged before the Waiting Period expired.  | ×    | ✓                                  | ✓   | ✓   |
| <b>2.1.2.13 Payment of Bail</b> where the bail application was covered under this policy and the bail set is an amount no more than the covered amount (i.e. no pro rata bail cover where the amount is more than the cover limit). This amount will be paid to the court, provided that a LAW FOR ALL-approved Panel Attorney has been instructed to help with the bail hearing.   | ×    | Up to<br><b>R2 000</b><br>per year | Up to<br><b>R5 000</b><br>per year        | Up to<br><b>R10 000</b><br>per year       |
| <b>2.1.2.14 Rescission of a Magistrate Court Judgment</b> provided that the judgment was obtained after the start date of your policy. You will need to prove that you have a valid defence or that you have settled the judgment debt in full and that the creditor has agreed to a rescission.<br><br>Kindly note that rescissions based on a creditor's consent are limited to 2 (two) applications per policy per year. | ×    | ×                                  | ✓   | ✓   |
| <b>2.1.2.15 Assisting with a Guilty Plea</b> in non-alcohol/drug-related matters where you have no defence and decided to admit guilt.  | ×    | ×                                  | ✓   | ✓   |

### 2.1.3. Exclusions:

The following matters and expenses will be excluded under the Legal Costs Cover Benefit (i.e. NOT covered) and be for your own account:

- 2.1.3.1 Any legal matters not specifically mentioned under 2.1.2 as covered.
- 2.1.3.2 Business-related Matters.
- 2.1.3.3 Pre-existing Matters.
- 2.1.3.4 Claims related to the transgression of intellectual property rights.
- 2.1.3.5 Matters that originated (started) during the Waiting Period.
- 2.1.3.6 Where there is no Prospect of Success.
- 2.1.3.7 Criminal charges related to the use or abuse of alcohol or drugs (e.g. driving under the influence of alcohol).
- 2.1.3.8 Expenses exceeding the cover provided by this policy.
- 2.1.3.9 Legal Expenses incurred by you before your claim was approved by LAW FOR ALL and/or without LAW FOR ALL's prior written approval.
- 2.1.3.10 Legal Expenses incurred by a legal practitioner who you or your family or friends appointed to represent you and who was not appointed by LAW FOR ALL and did not have a written mandate from LAW FOR ALL to represent you.
- 2.1.3.11 Legal Expenses exceeding LAW FOR ALL's approved tariffs where, after your litigation claim was approved, you decided to make use of your own legal practitioner (i.e. not the one offered to you by LAW FOR ALL).
- 2.1.3.12 Pending litigation matters where your policy premiums are not paid up to date.  
NB: Remember that this is a month-to-month policy, and we only cover you if your premiums are up to date (see clause 4).
- 2.1.3.13 You did not provide LAW FOR ALL with the documents and evidence required to assess your Prospect of Success.
- 2.1.3.14 You did not provide LAW FOR ALL with sufficient proof of the damages you suffered.
- 2.1.3.15 Disputes between you and LAW FOR ALL and/or Absa or any of their shareholders, directors, management, staff, the Intermediary or affiliates.
- 2.1.3.16 Legal fees and expenses in any Divorce Matter exceeding any applicable cover limit, i.e. you are only covered up to the amount reflected in 2.1.2.10 or 2.1.2.11 per divorce.  
The balance will be for your own account.
- 2.1.3.17 Cover outside the borders of South Africa.
- 2.1.3.18 Cover for matters where the cause of action originated outside the borders of South Africa.
- 2.1.3.19 Disputes relating to your residency in South Africa as foreign national or your deportation.
- 2.1.3.20 Representation in the Constitutional Court.
- 2.1.3.21 Matters that fall within the jurisdiction of the Small Claims Court.
- 2.1.3.22 Matters where you want to institute action against the State (including the Municipality and Local Government) and the amount you claim is less than the monetary jurisdiction limit of the Small Claims Court.
- 2.1.3.23 Matters related to adoption or custody rights.
- 2.1.3.24 Costs of expert reports and expert witnesses.
- 2.1.3.25 Claims against the Road Accident Fund.
- 2.1.3.26 Matters resulting from your participation in political activities, civil commotion, labour disturbances, riots, public disorder or war-like activities.

- 2.1.3.27** Claims based on pain and suffering, unlawful arrest, malicious prosecution, defamation of character subject to 2.1.2.7, medical negligence or any other matters where you want to sue for non-pecuniary losses.
- 2.1.3.28** Applying for interdicts, eviction orders, and any other self-motivated court applications (e.g. Rule 43 applications) not specifically covered by this policy.
- 2.1.3.29** Traffic offences where an admission of guilt fine is payable.
- 2.1.3.30** Where you have any other insurance in place to cover your damages and/or indemnify you against loss, e.g. car insurance.
- 2.1.3.31** Where cover is limited to the Main Policyholder only, and you are a dependant.
- 2.1.3.32** Acts performed while under the influence of alcohol and/or drugs based on information provided to LAW FOR ALL and/or other circumstantial evidence showing that you were under such influence.
- 2.1.3.33** Civil and delictual matters where you did not provide LAW FOR ALL with an expert calculation of the damages you want to claim from the other party.
- 2.1.3.34** Domestic violence-related matters (exclusion applies to **Gold**, **Gold+** & **Platinum** policy).
- 2.1.3.35** Guilty pleas (exclusion only applies to **Gold** and **Gold+** policy).
- 2.1.3.36** Maintenance matters (exclusion only applies to **Gold** policy).
- 2.1.3.37** Opposed divorce matters (exclusion only applies to **Gold** and **Gold+** policy).

## 2.1.4. What Waiting Periods apply?

The waiting periods stipulated in the table below will apply to cover under the Legal Cost Cover Benefit. Please refer to the definition of "waiting period" in clause 1 (j) and remember that pre-existing matters will remain excluded.

|   | Gold     | Gold+    | Platinum | Platinum+         |
|---|----------|----------|----------|-------------------|
| <b>2.1.4.1 Divorce Matters</b><br>The reason for the divorce must have originated after expiry of the Waiting Period. Any indication that you planned the divorce or had reasons to file for a divorce before the expiry of the Waiting Period disqualifies you from cover. | 6 months | 3 months | 3 months | 3 months          |
| <b>2.1.4.2 Pre-nuptial Agreements</b><br>If you were engaged or started with marriage formalities before expiry of the waiting period, your prenuptial agreement will be excluded.  | N/A      | 6 months | 3 months | 3 months          |
| <b>2.1.4.3 All other Legal Cost Cover Benefits</b> included under clause 2.1.2 of this policy guide.  | 3 months | 2 months | 1 months | No Waiting Period |

### 2.1.5. Annual Cover:

Unless specifically stated otherwise, this policy will cover your Legal Expenses for up to the amounts reflected below (calculated from the Policy Start Date and next policy anniversary dates). Any balance at the end of a policy year will lapse and may not be transferred. Should the Annual Cover amount increase in future, LAW FOR ALL or Absa will let you know in writing.

|              | Gold              | Gold+             | Platinum          | Platinum+         |
|--------------|-------------------|-------------------|-------------------|-------------------|
| Cover Amount | R159 000 per year | R209 000 per year | R269 000 per year | R329 000 per year |

## 2.2 Legal Advice Benefit

In addition to the Legal Costs Cover Benefit, you also enjoy the following Benefits in your personal capacity (where it is not a Business-Related Matter):



### 2.2.1. What does the benefit entail?

Telephonic legal advice provided to you by a qualified LAW FOR ALL legal advisor on any civil, criminal, labour or family-related legal matter where you require advice in your personal capacity. For legal emergencies, you have access to LAW FOR ALL's 24-hour Legal Advice Line.

### 2.2.2. What Waiting Period Applies?

No Waiting Period applies. You are even entitled to advice on Pre-existing Matters.

### 2.2.3. Exclusions:

- 2.2.3.1 Correspondence with third parties.
- 2.2.3.2 Any form of physical representation.
- 2.2.3.3 Business-related Matters.

## 2.3. Mediation Benefit:



### 2.3.1. What does this benefit entail?

A qualified LAW FOR ALL legal professional will mediate and negotiate legal disputes between you and any other parties by way of consultations, emails, and letters to resolve matters peacefully, without court intervention.

### 2.3.2. What Waiting Period Applies?

No Waiting Period applies to cover under the Mediation benefit. This means that any private legal matter which originated after the Policy Start Date will be covered for mediation.

However, if you are a **Platinum** policyholder, you will also be covered under this Benefit for matters which originated **up to 3 (three) months** before your Policy Start Date and if you are a **Platinum Plus** policyholder, **up to 6 (six) months** before your Policy Start Date.



### 2.3.3.Exclusions:

- 2.3.3.1 Business-related Matters.
- 2.3.3.2 Physical representation in any formal court process or forum.
- 2.3.3.3 Formal mediation as provided for in the Statutory Court Rules.

## 2.4 Contract Assist Benefit



Access to a variety of standard, everyday contract templates (excluding drafting and notarisation, unless specifically provided for in this policy guide).

## 2.5 Property Transfer Benefit



You will enjoy the following discounts on transfer fees (not transfer duty) when making use of one of LAW FOR ALL's recommended panel attorneys to attend to the transfer (your discount will depend on the actual purchase price):

| Gold      | Gold+     | Platinum  | Platinum+ |
|-----------|-----------|-----------|-----------|
| Up to 35% | Up to 45% | Up to 50% | Up to 60% |

## 2.6 Additional Benefits

|   | Gold | Gold+ | Platinum   | Platinum+  |
|---|------|-------|--|--|
| 2.6.1 Estate Assist                     | ✗    | ✗     | ✗  | ✓  |
| 2.6.2 Tax Advice                        | ✗    | ✓     | ✓<br>1 month waiting period (Refer to 2.8.1 for Platinum policyholders). | ✗<br>The cover provided under Tax Advice is included under the Tax Assist Benefit as described in 2.9 below for Platinum Plus policyholders. |
| 2.6.3 Tax Assist (including Tax Advice) | ✗    | ✗     | ✗  | ✓  |
| 2.6.4 Retrenchment Assist               | ✗    | ✗     | ✗  | ✓  |

## 2.7 Estate Assist Benefit (Platinum Plus Only)

### 2.7.1 This benefit includes:

- 2.7.1.1 Professional help with a will.
- 2.7.1.2 Consulting with your immediate family and the executor of your estate.



- 2.7.1.3** Obtaining all necessary documents from your family to determine whether your estate should be reported to a magistrate's office or a master's office.
- 2.7.1.4** Helping the executor to complete and append the necessary documents.
- 2.7.1.5** The estate mediator will also provide your executor with advice and help, after your estate has been reported, by:
  - 2.7.1.5.1** Going through your bank account or mail, to determine what monthly payments are being made.
  - 2.7.1.5.2** Closing your bank accounts and opening a cheque/current account (this will only happen as soon as more than R100 has been received).
  - 2.7.1.5.3** Giving notice on shares, investments, annuities, policies, etc. so that money that is owed to you will be paid into the account. If you have chosen beneficiaries for certain policies, these policies will be paid out to those beneficiaries directly.
  - 2.7.1.5.4** Drafting the 'Liquidation and Distribution Account.'

## **2.7.2 The following conditions apply:**

The following matters and expenses will be excluded under the Legal Costs Cover Benefit (i.e. NOT covered) and be for your own account:

- 2.7.2.1** This benefit can only be used by the executor of the Main Policyholder's estate, your spouse and dependent children.
- 2.7.2.2** Under this benefit, our team at LAW FOR ALL is only able to provide advice and mediation, which means we cannot get involved in any form of litigation (represent you in court).
- 2.7.2.3** We will consult with everyone involved via telephone conversations, letters, faxes and emails, to help your executor to wind up your estate.
- 2.7.2.4** We have the right to appoint a legal practitioner to help us fulfil our duty in helping with any of these benefits.
- 2.7.2.5** We cannot be held liable or responsible for expenses or costs that your spouse, dependants or executor might have had to pay to wind up your estate.

## **2.8 Tax Advice Benefit (Gold+ and Platinum Only)**

### **2.8.1. This benefit includes:**



One month after your Policy Start Date, you will be entitled telephonic tax advice on any of your personal tax matters (i.e. not business-related), such as: Advice on salary structuring, tax planning, dispute resolution with SARS, assessment audits, objections on SARS assessments, calculation of capital gains tax and donations tax.

## 2.8.2 The following conditions apply:

The following matters and expenses will be excluded under the Legal Costs Cover Benefit (i.e. NOT covered) and be for your own account:

- 2.8.2.1** Only the Main Policyholder can make use of this benefit.
- 2.8.2.2** You can only use this benefit for your own personal tax returns.
- 2.8.2.3** Business-related Matters are excluded.
- 2.8.2.4** Help is limited to telephonic advice only.
- 2.8.2.5** We will not interact with SARS or any third parties on your behalf.

## 2.9 Tax Assist Benefit (Platinum Plus Only)

### 2.9.1. This benefit includes:



As the Main Policyholder, you can ask us for advice on your personal tax affairs and we can also help to complete and submit your annual tax returns (for the current tax year only). Let us quickly run through all the benefits that are included in your Tax Assist Benefit:

- *Completion and submission of tax returns or provisional tax returns*
- *Advice on salary structuring*
- *Tax planning*
- *Dispute resolution with SARS*
- *Objection to an assessment from SARS*
- *Calculation of capital gains tax*
- *Calculation of donations tax*
- *Assistance with assessment audits.*

## 2.9.2 The following conditions apply:

The following matters and expenses will be excluded under the Legal Costs Cover Benefit (i.e. NOT covered) and be for your own account:

- 2.9.2.1** Only you (as the Main Policyholder) can make use of this benefit.
- 2.9.2.2** It is essential that you provide LAW FOR ALL (or our nominee) with all the documents we need to successfully complete and submit your annual tax return to SARS.
- 2.9.2.3** It is your responsibility to ensure that we receive all the documents we need to successfully complete and submit your tax return. These need to be delivered to LAW FOR ALL at least 1 (one) calendar month before the applicable tax deadline. It remains your responsibility to get the required information and documents to us in time, otherwise we have the right to refuse tax advice and assistance or charge additional fees.
- 2.9.2.4** We cannot cover submissions, objections and audit assistance of previous years.
- 2.9.2.5** Remember: You can only use this benefit for your own personal tax returns.

- 2.9.2.6** This benefit only applies to you if you are a South African resident, and only if you are the Main Policyholder.
- 2.9.2.7** Sole proprietors are excluded.
- 2.9.2.8** This benefit does not apply to you if you are a member of a close corporation, or shareholder in a private company.
- 2.9.2.9** If your Policy Start Date is before 1 June, you will be covered for the current tax year (submission of tax return between July and November) – Policies issued after 1 June will only be covered from the following tax year.
- 2.9.2.10** Remember: We can't remind you of your tax return. It's your responsibility to let us know when we need to complete your tax return.
- 2.9.2.11** Please remember that we cannot obtain documents from third parties on your behalf (e.g. IRP5s, medical aid certificates, etc.) – it's up to you! We also cannot phone third parties on your behalf.
- 2.9.2.12** Whenever you have to make a payment to SARS, it's up to you to take care of it
- 2.9.2.13** Remember to update your personal and banking details with SARS directly - even if we have your new details, we can't contact SARS on your behalf.

## 2.10 Retrenchment Assist Benefit (Platinum Plus Only)

### This benefit includes:



If you are retrenched, LAW FOR All will provide you with FREE help under the Legal Advice and Mediation Benefits for up to 12 (twelve) months after you have been retrenched. This benefit will only be available while you are unemployed.



**Please Note:** Any legal matter that is not specifically provided for in this policy will not be covered. So, before you lodge a claim, please make sure that the matter is mentioned in this document.

## 3 | YOUR OBLIGATIONS

- a. Don't delay - when you become aware of a legal issue for which you need help or cover, make sure that you report it to LAW FOR ALL within 31 (thirty-one) days!
- b. When you want to report a new case, use the contact details on your client card to contact us and make sure that you have your policy or ID number on hand.

- c. If you feel that you were denied cover without good reason, or if you disagree with the way we handled your case, do not just leave it there! Please put your reasons in writing and send it to the person whose details appear on the rejection letter. If you want to take legal action against LAW FOR ALL or Absa regarding a rejected claim or for any other reason based on this policy, you must do so within 180 (one hundred and eighty) days of the dispute. If not, we will not entertain your matter.
- d. We cannot help you if we don't have enough insight into your case. It's your responsibility to pay for and provide us with all the necessary documents, reports, statements and other evidence that we might need. If you don't send us these documents, we will reject your claim.
- e. When it comes to vehicle finance agreements, we can only cover you if you obeyed all terms and conditions. Always make sure that you stick to the rules of the agreement and that your car is only driven by licensed drivers.
- f. Whenever you send us information, triple check that it's 100% correct, and don't keep any important relevant information from us. If you are not honest with us, you can lose your cover entirely and you'll have to foot the bill for all legal fees.
- g. If ever you need to use a lawyer who's not part of our team, please talk to us and get our written approval first. If you don't, you'll have to pay all the legal fees, and we won't be liable to refund you for it.
- h. If you decide not to make use of LAW FOR ALL's lawyers to represent you in court, we will only pay your lawyer up to the LAW FOR ALL tariffs. Any extra costs will have to come out of your own pocket.
- i. Let's talk about the Mediation Benefit - here you're only allowed to make use of the mediators appointed by LAW FOR ALL. If you decide to use another mediator who was not approved and appointed by LAW FOR ALL (in writing), your policy won't cover it.
- j. You can cancel this policy by giving us 31 days' notice of your intention to do so. If we deduct a further premium after the 31-day notification period, we will refund you the premium deducted.
- k. You must attend all court dates. If you do not appear in court without a valid reason, and we lose any bail money paid, you will have to pay the money back to LAW FOR ALL.

## 4 | PAYMENT

### 4.1 General

- a) You must pay your full premium every month in advance on the date you elected when signing up for the policy.
- b) Cover under this policy will only be available if your monthly premium payments are up to date.
- c) Your policy is renewed on a month-to-month basis on receipt of the premium for that specific month. The period of insurance is therefore a period of 1 (one) calendar month for which a premium has been received.

## 4.2 Policy Inception

- a) Should you not pay your first premium, your policy will not inception.
- b) We will attempt to debit your account in the following month:
  - i. If we are successful, your policy inception date will be the month in which we received your first premium.
  - ii. If we are then unsuccessful at debiting your account for these two consecutive months your policy will not inception.

## 4.3 Missed Payment

- a) Should you miss a premium after your policy's inception date, we will give you a period of 31 days (the "grace period") from the premium due date within which to pay your missed premium.
- b) We may attempt to double debit your account to make up for your missed premium.
- c) If you have not paid your outstanding premium by the end of the grace period, we will continue to collect your premiums as agreed, but please note that you will not be eligible for cover under the Legal Cost Cover Benefit for any legal matter where the cause of action (or any part thereof) occurred within a month for which we have not received your premium.
- d) Any claim that arose within the above mentioned grace period will only be considered if we received your missed payment within the grace period.
- e) You cannot make payment for a missed premium after the expiration of the grace period to seek cover for a matter that arose in that particular month.

## 4.4 Policy Cancellation

- a) In the event of 2 (two) consecutive months of non-payment (missed premiums), we will automatically cancel your policy at midnight on the day such premium was originally due.
- b) If you wish to dispute the cancellation of your policy, you should inform us immediately by calling our **Client Care Department** on **0861 10 22 51** for resolution.

## 4.5 Premium Reversals

- a) If you reverse a payment(s) after we received it from you, you will not be eligible for cover under the Legal Cost Cover Benefit for any legal matter where the cause of action (or any part thereof) occurred within the month for which you reversed the payment.
- b) If we approved a claim where the cause of action arose in a month for which a payment was reversed, we reserve the right to claim any legal expenses paid in regards to such claim back from you. We further reserve the right to withdraw from any cost cover/ litigation matter still pending where the cause of action arose in the month for which payment was reversed/disputed.



**Keep in Mind:** Your monthly premium is subject to annual review. That means we may adjust your premium due to external factors (such as inflation, increases in legal fees or operational expenses). Please don't worry! If you aren't able to afford the new premium, let us know and a Sales Representative will get in touch about more affordable options.

## 5 | AMENDMENTS

If for whatever reason, we decide to change or cancel your policy, we will give you 31 (thirty-one) days' notice. Keep an eye on your inbox, cell phone or post box, because we'll be sending you notifications via email, SMS or by post. If we feel that you are misusing your benefits or not playing fair, we have the right to add extra terms and conditions to your policy. As long as you keep to the rules, we'll go the extra mile for you – simple as that!

## 6 | WAIVER OF RIGHTS

We will never request or encourage you to waive any of your rights or benefits in terms of the *Financial Advisory and Intermediary Services Act 37 of 2002*, *General Code of Conduct for Authorised Financial Service Providers and Representatives*, and *FAIS Code of Conduct*. Neither LAW FOR ALL nor Absa will recognise, accept or act on any waiver by you and it will be considered null and void.

## 7 | COOLING-OFF PERIOD

All policies issued for a period exceeding 31 (thirty-one) days are subject to a cooling-off period. You have 14 days from receiving a new policy contract, or any variation/amendment to your existing policy contract, to cancel the policy entered into or the variation made to an existing policy. On cancellation, if no claims or benefits have been paid by the Insurer, all premiums collected for the new policy or the additional premium charged for the variation, will be refunded.



## 8 | CRIMINAL ACTIVITIES, MONEY LAUNDERING, TERRORIST FINANCING, SANCTIONS & PROHIBITED ACTIVITIES

Absa Insurance Company Limited as part of **Absa Group**, must comply with national and international laws, regulations, policies, rules and requirements to prevent criminal activities, money laundering and terrorist financing, sanctions and prohibited business activity laws and rules violations. Absa must therefore check all information from and about you and related parties and monitor, verify, process and screen your and related party information, instructions and transactions on an ongoing basis. Absa holds the right to cancel your policy as noted in the applicable regulations. Absa is not responsible for any losses or damages that you may suffer because of these checks or by Absa ending the relationship. This includes any loss of profits or savings that you would otherwise have expected to make.

## 9 | PRIVACY NOTICE

- 9.1 We collect and process your personal information to enable us to provide you with products and services, amongst other things, and we may share it with:
- 9.1.1 the Absa Group, its service providers and other third parties to comply with our regulatory obligations;
  - 9.1.2 any party to whom we assign our rights under this Agreement or any of our agreements for products; and services; and
  - 9.1.3 credit bureaus where credit products are applied for by you.
- 9.2 All the personal information we share is subject to our privacy and security requirements and we are responsible for ensuring that your personal information is processed lawfully and in a reasonable manner that does not infringe your privacy rights. We may make automated decisions based on your personal information and should you be unhappy with the outcome, please feel free to contact us. We will notify you if we intend using your personal data for other purposes.
- 9.3 We will keep your personal information only for as long as the law requires us to. After this time, we will securely destroy or de-identify this information.
- 9.4 You have the right to ask us for access to your personal information and to instruct us to amend and/or delete any personal information or to object to us processing your personal information. You can also let us know if you want us to stop or to limit how we use your personal information.
- 9.5 If you do not agree with how we use your personal information, please lodge a complaint at [actionline@absa.co.za](mailto:actionline@absa.co.za)
- 9.6 Please read these terms and conditions in conjunction with our detailed Privacy Statement which you can access on [absa.co.za](https://absa.co.za).





## Use Your Benefits

Simply call **0861 00 22 86** or email your problem to **[legal@lawforall.co.za](mailto:legal@lawforall.co.za)**

You can also **SMS YOUR NAME** to **30838** and we'll call you back.

For after-hour legal emergencies, such as bail applications, call **0861 66 62 83**.

Are you happy with our service? Or perhaps feel we can improve? We'd love to hear from you. Contact our Client Service team on **0861 10 22 51** or send an email to **[feedback@lawforall.co.za](mailto:feedback@lawforall.co.za)**

