

Legal & ID Theft Policy

Introduction

Under this section, you enjoy the benefit of legal assistance when you need it. With your Dial Direct Legal & ID Theft policy you can gain a better understanding of and appreciation for your legal rights and rely on Dial Direct to assist you in enforcing these rights. LIPCO Group (Pty) Ltd renders the legal advice, mediation and assistance services in terms of this policy (the Service Provider).

Who is covered?

This policy provides cover for you and your legal/traditional spouse plus four dependent children (that are unmarried and unemployed) under the age of 25 years.

Commencement fee

If this is the first value-added product you have purchased from us, you will pay a commencement fee as stated on your policy schedule. However, if it is the second or third, etc, value-added product you are purchasing from us, you will not be charged a commencement fee.

The benefits you enjoy

Basic benefit

This benefit entitles you to advice on any private legal or labour matter, irrespective of whether the cause of action arose before or after the commencement of your policy. Assistance under this benefit is limited to advice only and cover exists from the commencement date of your policy. Cover is unlimited.

Mediation benefit

This benefit entitles you to informal mediation and assistance on matters that arose after the commencement date of your policy. Letters will be written, telephone calls made, faxes and e-mails sent and consultations held on your behalf. You will be assisted up to the point where litigation is inevitable. Cover exists from the commencement date of your policy. Cover is unlimited.

Matters included under the Mediation benefit:

- 1 assistance with written representations and settlement negotiations in criminal and labour matters;
- 2 mediation in civil matters where you want to institute a claim or defend an action against you;
- 3 mediation in family matters such as maintenance and divorce settlements;
- 4 matters related to identity theft; and
- 5 drafting of the following agreements:
 - contracts of sale for movable and immovable property;
 - employment contracts for domestic workers;
 - settlement agreements;
 - acknowledgement of debt;
 - rental agreements; and
 - standard wills.

Litigation benefit

This benefit provides cover when you are involved in any court proceedings of a criminal, civil or labour nature where physical representation is required. Cover is limited to **R55 000** per annum and commences three months after the commencement or reinstatement date of your policy.

Matters under the Litigation benefit include representation:

- 1 in civil matters based on any written and signed agreement;
- 2 in bail applications and criminal matters;
- 3 at disciplinary hearings where you face dismissal and legal representation is allowed; and
- 4 in any identity theft related matter.

What is not covered?

- 1 Any legal action against LIPCO Group (Pty) Ltd and/or Dial Direct and/or any of their representatives.
- 2 Where representation is required outside of South Africa or where any party to a dispute resides or is domiciled outside of South Africa.
- 3 Litigation matters where the cause of action arose prior to or within the three-month waiting period.
- 4 Where no reasonable prospect of success exists, for instance if, in the mediators' Merits Committee's discretion, you provided false or insufficient information to convince the Merits Committee that you will win the case.
- 5 Disputes between you and Dial Direct, and/or any Dial Direct instructed representative.
- 6 Acts performed by you in the course of your existing or prospective business or commercial transactions related to such business.
- 7 Political activities by you in any government, local and/or tribunal authority.
- 8 Trivial or petty matters.
- 9 Matters relating to negligence and/or acts performed by you or your spouse/dependants while under the influence of alcohol and/or any type of drug.
- 10 Acts performed by you that are grossly negligent/reckless and/or malicious, for instance where you intentionally disregarded the law, knowing the possible consequences.
- 11 Civil commotion, labour disturbances, riots, public disorder, unlawful strikes, lock-out and civil disobedience.
- 12 War, invasion, acts of foreign enemies, hostilities or warlike operations, mutiny arising.
- 13 Matters where members of the public can appear without legal representation at community courts such as the Small Claims Court.
- 14 Any matter arising out of a family/affectionate relationship dispute (such as custody, maintenance, adoption, domestic violence) or any claim among spouses and ex-spouses.
- 15 Any self-initiated or business related applications or registrations (for example licences, patents, copyright, etc).
- 16 Any formal legal application, whether of a civil, family, criminal or labour nature where such application is self-initiated (for example interdict, sequestration, rehabilitation) in respect of which the main objective is to place you in a better financial and/or reputable position.
- 17 Winding up of estates and matters regarding the establishment of a trust.
- 18 A civil claim based on a verbal agreement in respect of which there are no written terms and conditions.
- 19 Any claims for non-monetary losses (for example malicious prosecution, wrongful arrest and defamation matters).
- 20 Constitutional Court representations.
- 21 Any matter where it is possible for you to claim damages through any other form of insurance.
- 22 Tax related advice or assistance.
- 23 A matter where you qualify for and have not been denied the services of a state attorney.
- 24 Where you fail to report or notify the Service Provider of any matter likely to give rise to litigation within 30 days of the occurrence of such event.
- 25 The collection of debt on your behalf where the first warrant of execution has been issued and was unsuccessful. You will be responsible for further costs regarding the execution process.
- 26 Payment of cost orders awarded against you in any legal proceedings.
- 27 Loss or damage to your vehicle where your finance agreement required you to correctly insure the vehicle, but you failed to do so.
- 28 Motoring matters (civil and criminal related) where:
 - the vehicle concerned was driven by anyone other than you or any of your dependants, or
 - the driver of the vehicle was not in possession of a valid driver's licence at the time of the incident.
- 29 Any civil or labour related claim by you where the total amount claimed is less than **R5 000**.

Your obligations

- You must disclose all material facts accurately and completely. All answers, statements and any other information you provide are your own responsibility.
- Incorrect information or non-disclosure or misrepresentation of information may influence an insurer on any claims arising from your contract of insurance and may influence the insurer's decision to provide the benefits in terms of your policy, or to accept or terminate your policy.
- It is very important that you tell us as soon as possible if any of the details on your schedule change. Failure to do so could result in your claim being declined.
- Benefits may also not be provided if you fail to carry out your obligations in terms of your contract of insurance.
- Report any legal or labour matter to the Service Provider within 30 days of you becoming aware.
- If you want to submit a claim, report a new case or require legal assistance please call **0860 10 55 79**.
- If you believe that the litigation cover was denied to you without good reason, or if you disagree with the interpretation of a certain

limitation or exclusion, you must, within seven days of being notified of the denial of the services, lodge an objection by calling **0861 66 25 29**.

- Claim damages from any insurance you may have before claiming in terms of the Litigation benefit.
- If you are dissatisfied with any service provided in terms of this policy, you can report the matter to the Internal Ombudsman by calling **0861 66 25 29** or e-mail yolandem@lipco.co.za. You can also fax a letter of complaint to **(021) 521 2100** or post it to: **The Ombudsman, LIPCO Group (Pty) Ltd, Outbox 160, PO Box 11230, Bloubergrant, 7443.**

Disputed claims

After we inform you of our decision on a claim, we will allow you 90 days to make representations to us about our decision. If you do not comply with this time limit, we will not reconsider the disputed claim. If we do receive representations, the decision will then be reviewed and the outcome communicated to you.

If, after review, we do not indemnify you for a claim or any part of it and you wish to challenge our decision, you must serve legal process on us within 90 days calculated from the expiry of the 90-day period referred to above. If you do not comply with this time limit, you will be prevented from proceeding with the legal process.

Premium obligations

Your Legal & ID Theft policy gives you monthly cover and your premium is deducted in advance on the date stated on your schedule.

- a. For your premium obligations, refer to the paragraph headed "payment details" on your schedule. This will give you details regarding the premium payable, the manner of payment of premiums and the due date for payment of your premiums.
- b. Please take note that we agreed to collect the monthly payment for your policy by debit order, and your initial debit will include your commencement premium and an administration fee. A deduction will be made on the same date every month. Should this date fall on a weekend or public holiday, the deduction will be made either on the first working day prior or the last working day after the weekend or public holiday. If your payment is not received within 30 days after the due date, Dial Direct reserves the right to cancel the policy immediately. But we will alternatively endeavour to keep you covered by attempting to collect arrear premiums. Should we still fail to receive payment, the policy will be cancelled. Premiums already paid up to date will not be refunded by Dial Direct.

Amendments

To amend or cancel your policy, call **0860 10 50 85**. Any amendment or cancellation you make will be effective from the date we agree on. Note that if we wish to amend or cancel your policy, we will give you 30 days' notice, which can be done verbally, electronically, by fax or by post to your last-known address.

Utilisation of benefits

Simply call **0860 10 55 79**.

ADMIN: 0860 10 50 85

**LEGAL ASSISTANCE &
CLAIMS: 0860 10 55 79**