

Taxi Law



Legal Expense Insurance Policy Wording

MyLawyer



My Lawyer Legal Assistance (Pty) Ltd, an Authorised Financial Services Provider (FSP 46455). Underwritten by GENRIC Insurance Company Limited (GENRIC), (FSP 43638), an Authorised Financial Services Provider and Licensed non-life Insurer.

INTRODUCTION

This document sets out the general terms and conditions that apply to Your **Policy** and is referred to as the “**Policy Wording**.” Your “**Policy**” consists of this Policy Wording and the “**Policy Schedule**.” It is important that You read the entire Policy, which includes both the policy wording and Policy Schedule, to understand and appreciate its full meaning and the applicability thereof. Please do not hesitate to contact us if you require any clarification on any aspect of the Policy.

This is a legal contract

This Policy and the Policy Schedule are the legal contract between GENRIC Insurance Company Limited (GENRIC), Yourself and any other person stated in the Policy Schedule. Any application or statement made by You or on Your behalf will form the basis of this Policy and be part thereof.

In consideration of and upon receipt of the premium, We will indemnify You, subject to the terms, exclusions, and conditions of the Policy, against occurrences for which You are covered under the Policy that occurs during the period of insurance stated in the schedule.

Making things as clear as possible

The Policy is designed to avoid confusion. Any word that has been formally defined shall have that meaning wherever it appears in this Policy, for example, “claim” or “insured event”.

The Policy wording will always be the final authority in the event of any dispute around meaning or interpretation.

What are You covered for?

This Policy offers You and the Beneficiaries indemnification of legal expenses arising from the utilisation of the Insured Matters listed in this wording.

GENERAL POLICY DEFINITIONS

The following words will have the following meanings when they appear in the document:

“Benefits” means the Legal Services provided by My Lawyer and/or an appointed legal practitioner on behalf of Us to You in respect of the Insured Matters listed in this wording.

“Beneficiaries” means Your life-partner/spouse and 5 (five) biological or legally adopted children under the age of 25 (twenty-five) years who are unmarried, full-time students, and financially dependent on You.

“Cancellation Date” means the date on which benefits payable under this Policy are no longer available to You.

“Claim” means the lodgment of a request for the utilisation of the benefits in terms of this Policy.

“Debit Order Date” means the date indicated by You as the preferred premium debit order or stop order payment deduction date.

“Inception Date” or “Inception” means the date of receipt of the first premium payable in terms of this policy.

“Insured Matters” means matters herein referred to as Insured Matters.

“Legal Services” means the proceedings and/or services provided by My Lawyer and/or an appointed legal practitioner arising from any of the Insured Matters.

“My Lawyer” means My Lawyer Legal Assistance (Pty) Ltd, registration number 2011/113599/07. FSP: 46455

“Period of insurance” means any period from the inception date of the Policy and the expiry date of the Policy, provided that Your premiums are up to date, and We have accepted and agreed on the cover for each period.

“Policy” means this document together with the Policy schedule.

“Policy Schedule(s)” means the Policy Schedule or Schedules annexed to this Policy Wording, including any other schedules which may, at any time hereafter, whether in substitution for or in addition to the existing Policy Schedules, be annexed to this Policy Wording.

“Policy Wording” means this document, including the Benefits Schedule.

“Taxi Enterprise” means a minibus Taxi business operation, lawfully registered as such in South Africa, of which you are the Owner and registered Operator in accordance with South African Legislation.

“Taxi Vehicle” means a vehicle that is registered in accordance with South African Legislation for purposes of transporting people.

“VAT” means Value Added Tax charged and levied in terms of the Value Added Tax Act, 1989 (Act No. 89 of 1989) as amended, at the prevailing rate, and any other indirect tax additionally imposed.

“We, Us, Our” means GENRIC Insurance Company Limited, registration number 2005/037828/06. GENRIC is an authorised Financial Services Provider and licensed non-life Insurer. FSP: 43638.

“You, Your, Yourself” means the insured person or policyholder named in the Policy Schedule.

GENERAL TERMS, CONDITIONS AND EXCLUSIONS

Your responsibilities

Give Us accurate information

You must make sure that all the information You give Us about Yourself, and Your risk profile is accurate. This will include information about Your financial situation, such as insolvency. Incomplete or incorrect information could affect the validity of Your Policy and may result in Us voiding Your Policy.

You must tell Us immediately of any material changes that may affect Your Policy and result in a claim. We will then have the right either to cancel the Policy or let it continue with new terms and conditions.

Misrepresentation and non-disclosure

Misrepresentation, misdescription, or non-disclosure in any material shall render this Policy void and You shall forfeit all Benefits.

In granting You cover; We have relied upon the material statements and particulars in the application form together with its attachments and other information supplied. These statements, attachments, and information are the basis of cover and shall be considered incorporated and constituting part of this Policy. If We become entitled to void this Policy from inception or from the time of any variation in cover, We may at Our discretion maintain this Policy in full force but exclude the consequences of any claim relating to any matter which ought to have been disclosed before inception or any variation in cover.

Be aware of how We use this information

Please note that the information You give Us will be stored on databases and shared with other parties in the insurance industry to gather industry statistics, improve the quality of risk assessment and combat fraudulent claims. It is important to understand that this information will remain at the disposal of these parties, even after Your Policy with Us ends.

Other Insurance

If at the time of any event giving rise to a claim under this Policy, an insurance contract exists with any other Insurer covering You against the defined events, We shall be liable to make good, only a rateable proportion of the amount payable by or to You in respect of such event. If any such other insurance is subject to any condition of average, this Policy, if not already subject to any condition of average, shall be subject to average in like manner.

Cancelling the Policy

- You may cancel Your Policy at any time by giving 31 (thirty-one) days' written notice to My Lawyer in which event Your entitlement to the Benefits in terms of this Policy will immediately terminate on the date of such cancellation and You shall have no claim or right to the completion of pending and/or partly heard Insured Matters.
- We have the right to cancel Your Policy at any time by giving You 31 (thirty-one) days' written notice, in which event Your entitlement to the Benefits in terms of this Policy will immediately terminate on the date of such cancellation. Legal services already incurred and payable for the completion of pending and/or partly provided legal services, up to date of the cancellation, in respect of an Insured Matter occurring before such termination, shall be payable by Us.
- We reserve the right to cancel Your Policy with immediate effect should We find material facts that could influence Our ability to provide cover under this Policy such as misrepresentation or financial enrichment.

Notifying Us/You of any changes

You must notify Us as soon as possible if You become aware of any changes in the information You have provided to Us which happens before or during any period of insurance. All notifications must be made to Us in writing. Changes to the information You have provided could result in You having to pay an additional premium or Us amending the terms of Your insurance. We must give You 31 (thirty-one) days' written notice if We would like to change Your Policy.

Processing and Protection of Personal Information

Your privacy is of the utmost importance to Us. We will take the necessary measures to ensure that all information, including Personal Information (as defined in the Protection of Personal Information Act 4 of 2013) provided by You or which is collected from You is processed following the provisions of the Protection of Personal Information Act 4 of 2013 and further, is stored safely and securely.

You hereby agree to give honest, accurate, and up-to-date Personal Information and to maintain and update such information when necessary. You accept that Your Personal Information collected by Us may be used for the following reasons:

1. to establish and verify Your identity in terms of the applicable Laws.
2. to enable Us to fulfil Our obligations in terms of this Policy.
3. to enable Us to take the necessary measures to prevent any suspicious or fraudulent activity in terms of the applicable Laws; and
4. reporting to the relevant Regulatory Authority/Body, in terms of the applicable Laws.

We may share Your information for further processing with the following third parties, which third parties must keep Your Personal Information secure and confidential:

1. Payment processing service providers, merchants, banks, and other persons that assist with the processing of Your payment instructions.

2. Law enforcement and fraud prevention agencies and other persons tasked with the prevention and prosecution of crime.
3. Regulatory authorities, industry ombudsmen, governmental departments, local and international tax authorities, and other persons that We, following the applicable Laws, are required to share Your Personal Information with.
4. Credit bureau's.
5. Our service providers, agents, and sub-contractors that We have contracted with to offer and provide products and services to any Policyholder in respect of this Policy; and
6. Persons to whom We cede Our rights or delegate Our authority to in terms of this Policy.

You acknowledge that any Personal Information supplied to Us in terms of this Policy is provided according to the Applicable Laws. Unless consented to by Yourself, We will not sell, exchange, transfer, rent or otherwise make available Your Personal Information (such as name, address, email address, telephone or fax number) to any other parties and You indemnify Us from any claims resulting from disclosures made with Your consent.

You understand that if We have utilised Your Personal Information contrary to the Applicable Laws, You have the right to lodge a complaint with Us within 10 (ten) days. Should We not resolve the complaint to Your satisfaction, You have the right to escalate the complaint to the Information Regulator.

You also similarly give consent to the sharing of information in regard to past insurance policies and claims that you have made. You also acknowledge that information provided by yourself, or your representative may be verified against any legally recognised sources or databases.

By insuring or renewing your insurance you not only consent to such information sharing, but also relinquish any rights of confidentiality with regards to underwriting or claims information that you have provided or that has been provided by another person on your behalf.

In the event of a claim, the information you have supplied with your application together with the information you supply in relation to the claim, will be included on the system and made available to other insurers participating in the prevention of fraudulent and any criminal behaviour or activity.

Pay Your premiums on time

Your premiums must reach Us on time. All premiums are payable in advance before Your Policy starts.

Policies paid monthly:

- All premiums are payable by monthly debit order or stop order monthly in advance.
- The monthly debit order date can be chosen by You and will be indicated on Your Policy Schedule.
- Should You miss a debit, it is Your responsibility to contact Us within 15 days of the scheduled debit date and pay the outstanding amount or arrange with Us for a double

debit on the next scheduled debit date. Failure to do so will result in Your cover being suspended for the remainder of the month.

- If We re-debit and only one debit are met, the premium that We receive will be used to clear the newest debt.
- If the premium remains unpaid after the second debit order or stop order deduction, the Policy shall be deemed to be cancelled from the last day of the month in which the premium was received, and no further benefits will be provided to You as from that said last day of the month.
- If You cancel Your debit order or stop order deduction, Your Policy will be cancelled at midnight on the last day of the period for which the premium was received, and no further debit will be called for.
- We will not be obliged to accept premiums tendered to Us after the inception date or renewal date as the case may be but may do so upon such terms as We, at Our sole discretion, may determine.
- Where You apply for the Policy again after Your Policy was cancelled due to non-payment of premiums, the waiting period will apply from inception of Your new Policy.
- You hereby request and authorise the deduction/withdrawal of the premium against Your bank account or salary if a stop order payment is selected by You to debit Your account or salary with the amount equivalent to the monthly premium and continuing until cancelled by You in writing. All such deductions against Your account or salary shall be treated as though You have signed and done them personally. If in the event of the day of the said deduction of the premium falls on a Sunday or recognised South African public holiday, the payment day will automatically be the preceding or next ordinary business day. Further, if there are insufficient funds in Your nominated bank account, the debit order system may track Your account and re-present the instruction for payment as soon as sufficient funds are available in Your account.

Policies paid as a single annual premium:

- You can pay a single annual premium via EFT payment into an account provided by Us.
- From the date of such payment, You and Your Beneficiaries are entitled to cover under this policy for 12 (twelve) months.
- It is Your responsibility to continue to pay Your premiums annually or monthly after the 12 (twelve) month period in order to maintain cover under this Policy.

Who is covered under this Policy?

The person who is nominated as the insured on this Policy including Beneficiaries.

CLAIMS

How We compensate you

We do not pay interest

Although We strive to settle all claims promptly, We cannot be held responsible for any interest on an outstanding claim. We do not pay interest on any amount due by Us unless ordered to do so by a South African Court of Law.

We do not pay for fraud, dishonesty, misrepresentation, or willful acts

You will lose all rights to claim under this Policy if:

- a claim is fraudulent if You or anyone acting on Your behalf uses any fraudulent means to obtain any benefit under this Policy; or
- information or documents in support of a claim, whether created by You or on Your behalf, is not true, is not complete or is fraudulent; or
- the quantum of a claim is deliberately exaggerated by You or anyone acting on Your behalf.

How to claim

- If You are not married, only **1** (one) person, as nominated by You on the Policy application form, who is engaged in a relationship of living together with You as a life-partner, shall be entitled to the Policy benefits. If You are married, only **1** (one) spouse, as nominated by You on the Policy application form, shall be entitled to the Policy Benefits. It is Your responsibility and obligation to inform Us about any change in details of a life-partner or spouse. Any claim lodged in respect of a life-partner or spouse, of which We do not have the full name, surname and identification number prior to the lodgement of such a claim, shall not be entertained in terms of this Policy. In legal proceedings brought by or contemplated against You by any of the Beneficiaries, only You will be entitled to the Benefits.
- On the occurrence of an Insured Matter which may result in a claim under this Policy, You must, at Your own expense, give notice thereof to My Lawyer as soon as reasonably possible, but within 31 (thirty-one) days after the Insured Matter and submit all details to My Lawyer which they may reasonably require.
- On receipt of notification of an Insured Matter, My Lawyer will, at their sole discretion and subject to the terms of this Policy, determine the nature, extent, and procedures of all legal services covered in terms of this Policy and We will be entitled to conduct such legal services using the appointed legal resources and practitioners of My Lawyer or those appointed by My Lawyer.
- Only legal practitioners appointed by My Lawyer will be entitled to render services to You and You authorise My Lawyer, in terms of and based on this Policy, to appoint such legal practitioners. Only My Lawyer may terminate the mandate of such appointed practitioners. My Lawyer or Ourselves will not be liable for any fees directly or indirectly incurred by You, including the payment of bail monies, where You, on Your own accord, contracted the services of a legal practitioner and My Lawyer and/or We shall not be compelled, at any stage of such proceedings, to take over any such cases.
- You will grant power of attorney to My Lawyer to obtain any document or information pertaining to the provision of legal service. All or any privilege that emanates between You and the appointed legal practitioner will include My Lawyer. You will authorise My Lawyer to have access to and receive copies of all privileged documents or information. You will further authorise My Lawyer and/or the appointed legal practitioner to exchange privileged documents and information in order to provide legal services to You.
- You may not make any confessions or admissions or accept liability in any matter in respect of which the Legal Services are provided, prior to consulting with My Lawyer or their appointed legal practitioner. Any statements made by You without prior consultation with My Lawyer or their appointed legal practitioner prior to making of such

statements, shall not be binding on Us or My Lawyer and the appointed legal practitioner, and You irrevocably indemnify Us, My Lawyer, and the appointed legal practitioner of any liability of whatever nature resultant to such statements.

- All Benefits are provided at the sole discretion of My Lawyer and subject to the terms of this Policy and any of the legal services may be provided on a contingency basis. If You do not accept the advice of My Lawyer and/or their appointed legal practitioner, or appoint Your own Legal Practitioner, or use alternative legal products, We or My Lawyer in these instances will not be liable to provide or render any further Benefits under this policy.
- You shall not be entitled to any Benefits under this Policy if You do not comply with any of the Claim conditions and procedures as set out in this Policy. Where the My Lawyer appointed legal practitioner conducts a matter on a contingency fee basis and You, at any stage of the proceedings regarding such matter, terminates this Policy and/or the services of that legal practitioner, You will be liable for the legal practitioner's fees on an attorney-client scale and it is agreed that the amount as set out in the legal practitioners taxed account will be a liquid amount for purposes of summary judgement in this regard.
- We and My Lawyer do not provide sureties of whatever kind. Where legal costs are awarded or settled in Your favour, that amount of costs is payable immediately and on-demand to My Lawyer and it is further agreed that the amount as set out in the court order will be a liquid amount for purposes of summary judgement. We reserve the right to off-set such awarded/settled costs against any Benefits paid by Us.

We or My Lawyer will not be liable to provide any Benefits in the following instances:

- any claim where You act without the consent of or contrary to the advice of Us or My Lawyer regarding the claim and the Benefits which will be provided.
- prior to the issuing of written confirmation of Our or My Lawyer that the claim has been accepted.
- where You fail to give proper instructions and/or assistance regarding the claim within a reasonable time to Us or My Lawyer or the legal practitioners appointed by My Lawyer.
- where You misrepresented any facts or did not disclose to My Lawyer, We, or the appointed legal practitioner all facts relevant to a claim.
- where You are responsible for anything which, in the reasonable opinion of Us or My Lawyer, prejudices Your prospects of success in the prosecution, defence, or settlement of the proceedings.
- if, in Our or My Lawyers' sole opinion, regarding any matter to be adjudicated in terms of this Policy, there is no reasonable prospect of success, or where, in the sole opinion of My Lawyer, a reasonable settlement offer is submitted by the opponent and is rejected by You.
- any legal expenses in excess of the limit of Our liability in terms of this policy.
- any claims lodged after Your maximum cover per case (the limit of Our liability) has been reached.

COMPLAINTS PROCEDURE

How to resolve a complaint or dispute

We aim to ensure that all aspects of Your insurance are dealt with promptly, efficiently, and fairly. At all times We are committed to providing You with the highest standard of service.

If You have any questions or concerns about Your Policy or the handling of a claim You should provide Us with Your concerns or questions in writing to:

Complaints Department

Tel: 086 144 4462

Fax: 086 685 0357

Email: complaints@genric.co.za

Please visit Our website or contact Our offices for Our Complaints Resolution Policy.

If We repudiate or dispute Your claim or the quantum of the claim, We will inform You of this writing.

After We inform You of Our decision on a claim, We will allow You 90 (ninety) days to make representations to Us about Our decision. If We do not compensate You for a claim or a part of it, and You want to contest Our decision, You must do so in writing and outline Your reasons for the dispute and submit the same to the Complaints Department.

If You do not agree with the outcome of the appeal, You are afforded an additional 6 (six) months in addition to the 90 (ninety) days to take legal action.

Should You not enforce these rights Your claim will be deemed prescribed/abandoned.

Further information about Our complaint and dispute resolution procedures is available by contacting Us.

TIME LIMITS THAT AFFECT YOUR CLAIM

Don't miss these key deadlines

31 days

Tell Us about any event that may lead to a claim, as soon as possible, but within 31 days after the Insured Matter. Give Us all the relevant details.

90 days

If We formally reject or dispute a claim, You have 90 days to appeal this decision with Us from the date You received Our rejection or disputes.

180 days

If We maintain Our rejection, You have a further 180 days to start any legal action against Us.

365 days

Your claim will no longer be valid after 365 days unless You have started legal action against Us, or the claim concerns Your legal liability towards a third party.

If You do not act within these time limits, Your right to the settlement of the claim will lapse.

OTHER IMPORTANT ASPECTS

Jurisdiction

Legal Services are provided only in respect of matters that fall within the Jurisdiction of South African Courts and where South African Law applies.

This document, together with proof of payment of the premium, constitutes an alternative to a tax invoice, debit note, or credit note as contemplated in sections 20(7) and 21(5) of the Value Added Tax Act N0 89 of 1991. All sums insured and premiums are inclusive of VAT at 15%.

South African law applies

This Policy is subject to South African Law.

Keeping within the law

If any of the terms or conditions of this Policy are in breach of existing legislation, they will be amended so that they comply with the law.

GENERAL POLICY EXCLUSIONS

Riots, public disorder, terrorism

Generally, this refers to loss or damage to property, death or bodily injury or liability directly or indirectly related to or caused by riots, political acts, war, public disorder, terrorism, or any attempted act of this kind for which We cannot reasonably be held responsible. They include:

- Civil commotion, labour disturbances, riot, strike, lockout or public disorder, or any act or activity which is calculated or directed to bring about any of the foregoing.

- War, invasion, an act of a foreign enemy, hostilities, or warlike operations (whether war be declared or not), or civil war.
- Mutiny, military uprising, military or usurped power, martial law or state of siege, or any other event or cause which determines the proclamation or maintenance of martial law, or state of siege, insurrection, rebellion, or revolution.
- Any act or attempted act (whether on behalf of any organisation, body or person, or group of persons) calculated or directed to overthrow or influence any state or government, or any provincial, local, or tribal authority with force, or using fear, terrorism, or violence.
- Any act or attempted act which is calculated or directed to bring about loss or damage or bodily injury, to further any political aim, objective, or cause or to bring about any social or economic change, or in protest against any state or government, or any provincial, local, or tribal authority, or for inspiring fear in the public, or any section thereof.
- The act of any lawfully established authority in controlling, preventing, suppressing, or in any other way dealing with any occurrence referred to above.
- Any act of terrorism. An act of terrorism means the use of threat or violence or force for political, religious, personal, or ideological reasons. This may or may not include an activity that is harmful to human life. It could be committed by any person or group of persons, acting alone, on behalf of, or with any organisation or government. It includes any act committed with the intention to influence any government or inspire fear in the public.
- Ionising radiation or contamination by radioactivity from any irradiated nuclear fuel or any nuclear waste from the combustion of nuclear fuel
- The radioactive, toxic, explosive, or other hazardous properties of any nuclear assembly or nuclear component thereof.

LEGAL EXPENSES COVER

What are You covered for?

We shall indemnify Your Taxi Enterprise and You and Your Beneficiaries for legal expenses incurred in respect of legal services, including legal advice, legal representation and litigation services, pertaining to the following Insured Matters and subject to the Policy terms, conditions and exclusions:

A The following *Insured Matters* specifically related to Your Taxi Enterprise are covered under this policy:

Benefit	Limits
Purchase agreements related to Taxi Vehicles.	- Limited to reviewing and legal advice on purchase agreements only. - Litigation if and when required arising from a dispute based on the purchase agreement only.
Warranty and maintenance agreements related to Taxi Vehicles	- Limited to reviewing and legal advice on Warranty and maintenance agreements only. - Litigation if and when required arising from a dispute based on the Warranty and maintenance agreements only.
Lease agreements related to Taxi Vehicles.	- Limited to reviewing and legal advice on Lease agreements only. - Litigation if and when required arising from a dispute based on the Lease agreements only.
Credit agreements – legal problems	- Limited to legal advice on Credit agreements only. - Litigation if and when required arising from a dispute based on the Credit agreements only.
Employment contracts	- Limited to drafting, reviewing and legal advice on employment contracts only. - CCMA Representation only covered if the employment contract was drafted and implemented by MyLawyer.
Repossessions of Taxi Vehicles	- Limited to legal advice on repossessions only. - Litigation if and when required arising from a dispute based on the repossession of a Taxi Vehicle only.
Operating License Applications	- Limited to appeals against refusal of an operating license application where intervention by a legal practitioner is deemed necessary. - Limited to two appeal applications per annum.
Third-party accident claims	- Limited to legal advice - Litigation if and when required - Limited to R30 000 per claim and a maximum of 1 claim per Taxi Vehicle per annum.
Disputes, with insurance companies, related to accident damage to and theft of Your Taxi Vehicles	- Limited to legal advice - Litigation if and when required
Problems with panel beaters that repair Your Taxi Vehicle	- Limited to legal advice - Litigation if and when required
Problems with the service and repair when performed by Original Equipment Manufacturer (OEM) or Retail Motor Industry (RMI) - accredited mechanic	- Limited to legal advice - Litigation if and when required
Bail Applications	Limited to legal advice
Bail payments	Limited to R5 000 per event and a maximum of 2 events per annum.

• Criminal prosecution with respect to Your involvement relating to Your Taxi Enterprise business	• Limited to legal advice • Representation if and when required • Limited to taxi owners only • Limited to R30 000 per claim and a maximum of 1 claim per Taxi per annum
• Culpable Homicide as a result of an accident in which Your Taxi Vehicle has caused the death of another person	• Limited to legal advice • Litigation if and when required • Limited to taxi owners only • Limited to R30 000 per claim and a maximum of 1 claim per Taxi Vehicle per annum.
• Labour – CCMA representations	• Limited to legal advice and representation when required and allowed by the Commissioner. • Limited to R30 000 per event and a maximum of 2 cases per annum.

B The following *Insured Matters* are covered under this policy to You and Your family in your personal capacity :

- Legal Advice and Documents; and
- Legal Assistance and Litigation.

Legal Advice Line:

You and the Beneficiaries are entitled to access a 24-hour legal service centre to obtain the following assistance:

- 24-hours telephonic legal advice
- Sharing of standard routine legal documents by Us from our legal library

- **Advice**

You and the Beneficiaries have on-going access to a 24-hour legal advisory service on topics such as criminal law, family law, insurance law, child law, labour law, motor law, etc. You can utilize the advice service as frequently as required provided that the assistance shall be furnished to You or the Beneficiaries directly and only on legal matters pertaining to personal capacity.

- **Standard legal documents**

If You or the Beneficiaries require standard routine legal documents such as a purchase/sale contract, lease agreement, power of attorney, will, etc, We will provide these upon request from our legal library. You will also be advised on the application of each of these documents and the procedures and principles that apply.

Legal Assistance and Litigation:

Subject to the terms of this Policy, You and Your beneficiaries shall be entitled to legal advice, legal representation, and litigation services in any legally instituted court or tribunal, for the following matters:

1. General

- 1.1. Civil claims instituted by You regarding the matters set out in this legal services schedule.
- 1.2. Civil claims instituted against You regarding matters set out in this legal services schedule.

2. Family Matters

- 2.1. Civil marriages.
- 2.2. Lobola marriages - Services will be provided only in respect of marriages that came into effect after the 3 (three) month waiting period.
- 2.3. Divorces - Uncontested.
- 2.4. Divorces - Contested; Cover is limited to R30,000.00 (thirty thousand rand) per case.
- 2.5. Maintenance Enquiries.
- 2.6. Enforcement of Maintenance Orders.
- 2.7. Amendment of Maintenance Orders.
- 2.8. Failure to pay maintenance.
- 2.9. Maintenance arrears litigation.
- 2.10. Prenuptial agreements.
- 2.11. Family violence.
- 2.12. Paternity - excluding the medical expenses of the paternity test.

3. General Legal Matters

- 3.1. Lease agreements - this benefit is limited to tenants.
- 3.2. Eviction orders - this benefit is limited to tenants.
- 3.3. Damage to immovable property.
- 3.4. Unlawful arrest by SAPS and Metro Police.
- 3.5. Consumer-related legal problems.
- 3.6. Guarantees and Warranties.
- 3.7. Defective goods.
- 3.8. Personal and bodily injuries.
- 3.9. Problems with the neighbours.
- 3.10. Protection/Harassment orders.
- 3.11. Disputes with service providers.
- 3.12. Insurance-related matters, excluding matters instituted by You against Us.
- 3.13. Building disputes - limited to Your primary residence.
- 3.14. Contracts.
- 3.15. Poor craftsmanship.
- 3.16. Legal disputes regarding Tax.

- 3.17. Registration of companies - Limited to 2 (two) Companies per annum.
- 3.18. Appeals in criminal cases.
- 3.19. Wills.
- 3.20. Winding-up (administration) of deceased estates not exceeding a value of R250,000.00 (two hundred and fifty thousand).
- 3.21. Winding-up (administration) of deceased estates exceeding a value of R250 000 (two hundred and fifty thousand). Cover is limited to R10,000.00 (ten thousand) per estate.
- 3.22. Legal disputes regarding financial services, excluding disputes against Us.
- 3.23. ID Theft.
- 3.24. Debt-related legal problems.
- 3.25. Garnishee orders.
- 3.26. Blacklisting - Removal of Your name from the Credit Bureau list.
- 3.27. Unlawful blacklisting.
- 3.28. Matters where an admission of guilt is payable.
- 3.29. Conveyancing - Cover is provided for attorneys transfer fees only and limited to R6,000.00 (six thousand) per transfer.

4. Criminal Matters

- 4.1. Criminal matters - all criminal offences.
- 4.2. Bail applications.
- 4.3. Bail payments up to R5,000.00 (five thousand) per incident.
MyLawyer will conduct a bail application and pay bail money/furnish a guarantee on Our behalf in an amount not exceeding R5,000.00 (five thousand) per incident. The bail assistance service is limited to a first bail application in respect of every specific incident.

5. Motor Related Matters

- 5.1. Criminal prosecution relating to Motor Vehicle Accidents.
- 5.2. Traffic Offences - where the fine exceeds R3 000.00 (one thousand five hundred). Bail services as set out in 4.2 and 4.3 above, will only be provided following an arrest after

the commission of a traffic offence. In respect of any drug or alcohol-related offence or in the event of an arrest as a result of failure to appear in court, no bail services will be provided.

- 5.3. Drunken driving.
- 5.4. Reckless or Negligent driving.
- 5.5. Culpable Homicide as a result of an accident.
- 5.6. Repossessions.

LIMIT OF LIABILITY

The liability in respect of any Benefits, proceeding or series of services, and proceedings arising from one original cause for any Insured Matter shall not exceed R300,000.00 (three hundred thousand rand) per case with the following overall Annual limits:

1. **1** (one) to **3** (three) Taxi Vehicles covered under this Policy – **R1,000,000** (one million rand).
2. Additional Taxi Vehicles covered under this Policy – **R100,000** (one hundred thousand rand) per additional Taxi Vehicle other than the **3** (three) Vehicles allowed on this Policy.
 - a. Please ensure that We receive every additional Vehicles details in order to enjoy cover under this benefit.
 - b. There is an additional premium payable of **R100.00** (one hundred Rand) for each additional Vehicle over and above the **3** (three) Taxi Vehicles referred to in 1 above and added to this Policy.

Where a claim for civil litigation and criminal prosecution is lodged in respect of one and the same incident, You are only entitled to the cover limit for one case/claim, whichever occurred or is lodged first in time.

WITHDRAWAL OF A CLAIM

In any matter, where My Lawyer provides litigation and representation services in terms of this Policy on Your behalf and You instruct My Lawyer to stop litigation and representation services in that matter before finalisation thereof, then We will not be liable to provide further litigation or representation services in that same matter.

WAITING PERIODS

A. Legal Advice:

There is no waiting period applicable to this Benefit. You are immediately entitled to legal advice from the inception of Your policy. *The legal advice is limited to the Insured Matters.*

B. Legal Assistance and Litigation:

- Legal representation and litigation services:

You can only institute a claim in respect of legal representation and litigation services where the cause or grounds of a claim arose after **3** (three) months of continuous and uninterrupted duration of this Policy, including the successful collection of **3** (three) premiums.

- Legal disputes in respect of agreements/contracts:

You are entitled to legal assistance in respect of agreements/contracts that came into effect after **3** (three) months of continuous and uninterrupted duration of this Policy and the successful collection of **3** (three) premiums.

- Divorce matters:

You are entitled to assistance in respect of divorce where the cause or grounds for the divorce arose after **6** (six) months of continuous and uninterrupted duration of this Policy, including the successful collection of **6** (six) premiums.

POLICY SPECIFIC EXCLUSIONS

This policy further excludes specifically:

- The payment of any fine, penalty, tax, levy, any witness fee, any costs pertaining to expert witnesses and expert witness reports, tracing of parties or witnesses, travelling or subsistence costs, any payment or reimbursement of money to You of whatever nature, including costs and expenses in respect of services under this Policy provided on a contingency fee basis.
- Indemnifying You against payment of claims or damages awarded against You in legal proceedings.
- Any order in legal proceedings, made in respect of legal expenses, in favour of Your opponent in such proceedings.
- Insured Matters that occurred outside the borders of Republic of South Africa.
- Litigation and representation services regarding events or circumstances which had commenced or occurred or was within Your knowledge/contemplation or where the cause or grounds of action in respect of those events or circumstances arose before the inception of the Policy or within the Waiting Periods as well as agreements that were entered into by the You prior to the inception date of this Policy or within the 3-month Waiting Period.
- Operating licence applications submitted to the regulating authority prior to inception date of this policy.
- Matters related to a business enterprise other than your Taxi Enterprise.

- This Policy of insurance and all actions, whether actual or contemplated, brought by You against the Insurer and/or MyLawyer.
- Vehicles that are not nominated in the policy application.
- Any Matters relating to:
 - Debt review, counselling, or rehabilitation – however, We cover 60% of the initiation fees of the debt counselling process.
 - Insolvencies and administration of insolvent estates.
 - Investment and pension/provident fund disputes.
 - Citizenship.
 - Municipal Rates and Taxes, and Services. Municipal Services include water supply; sewage collection and disposal; refuse removal; electricity and gas supply; health services; roads and stormwater drainage; street lighting; parks and recreation.
 - Water and electricity account for problems and matters relating to electricity outages or claims based on consequential damage arising from electricity outages.
 - Disputes with telecommunication service providers.
 - The service and/or repair, of whatever nature and resulting from whatever cause, of a personal or Taxi Vehicle performed by a service provider that is not approved by your insurance company or the Original Equipment Manufacturer (OEM) or that is not Retail Motor Industry (RMI) accredited.
 - Events that are, in the sole opinion of MyLawyer, trivial and/or should be adjudicated in the small claims court.
 - Your participation or the participation of your Driver in any protest action, Taxi strike, blockades, shutdowns or any conduct related thereto.
 - Attacks on bus or Taxi drivers, bus services, busses and Taxi Vehicles, rail property and staff and any conduct related to the aforesaid.
 - Application for any Taxi related regulatory documents such as Taxi operating applications, PDP's (public driver permits) and the like.
 - Taxi Vehicles not nominated in the policy application.
 - Taxi Vehicles that are not roadworthy and not lawfully registered as a Taxi in accordance with South African Law.
 - Any matter related to the driving of Your Taxi Vehicle by any other person, including a Taxi driver in your employment that does not have a driver's licence and / or public driver permit.
 - Any matter related to the driving of Your Taxi Vehicle by any other person, including a Taxi Driver in Your employment, whilst such driver is under the influence of alcohol or narcotics/drugs.
 - Any matter related to the wilful transgression of the Road Traffic Act by a Taxi driver in your employ.
 - SABC licences.
 - E-toll.
 - Land claims.
 - Constitutional Court proceedings.
 - Protection orders regarding disputes between You and immediate family members, his / her spouse, or life-partner.
 - All matters not specifically included in the above-listed Insured Matters.