

auto  general

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## Legal Terms & Conditions



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# Legal

## Terms & Conditions

With this policy, you enjoy the benefit of legal assistance through your insurer – if and when you need it. In addition, you can gain a better understanding and appreciation of your legal rights. LIPCO Group (Pty) Ltd is the service provider that renders the legal service, mediation and assistance service in terms of this policy.

### **Who is covered?**

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

If you get married after the commencement of your policy, the date of marriage will be noted as your spouse's commencement date. From this date, he/she and his/her dependent children will be subject to the applicable waiting periods.

### **The benefits you enjoy**

## Basic benefit

This benefit entitles you to telephonic advice on any private, legal or labour matters, 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 in 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 under the Mediation benefit include the following:**

- Assistance with written representations and settlement negotiations in criminal and labour matters.
- Mediation in civil matters where you want to institute a claim or defend an action against you.
- Mediation in family matters, such as maintenance and divorce settlements.
- Matters related to identity theft.
- 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.
  - Standard wills.

## Tax Benefit

You will have the services of registered Tax Practitioners in terms of the Tax Administration Act that specialises in providing tax advice and/or tax return submission services. LIPCO makes it their mission to ensure that the individual tax client's needs are met, while they are confident that their expertise, integrity, honesty and personalised contact with the client is what sets them apart from other players in the specialist service industry.

They aim to bridge the gap and act as mediator between the taxpayer and SARS where complicated tax related issues arise. They strive to assist the taxpayer in his/her own language where possible

## **Who is covered?**

The main policyholder will be entitled to advice on his/her personal tax affairs and will also be assisted with the completion and submission of his/her annual tax return (current tax year only), provided that:

- This benefit only applies to the main policyholder, who must provide LIPCO with all relevant and requested documents which, at LIPCO's sole discretion, will be required to successfully complete and submit the policyholder's annual tax return to SARS.
- It is the policyholder's duty to ensure that all relevant documents are submitted to LIPCO not less than one calendar month before any applicable tax deadline set by SARS. Failure to timeously provide LIPCO with the required information and documents will give LIPCO the right to refuse assistance under this benefit. It remains the policyholder's duty to ensure which tax deadline applies to him/her and to adhere to it.

## **What the Tax Benefit covers**

- Completion and submission of tax returns.
- Completion and submission of provisional tax returns.
- Advice on salary structuring.
- Tax planning.
- Dispute resolution with SARS.
- Objection on assessment(s) from SARS.
- Calculation of capital Gains Tax.
- Calculation of Donations Tax.
- Assistance with assessment audits.
- Advice on all of the above.

## **What the Tax Benefit does not cover**

The Tax Benefit specifies that it is limited to South African residents and limited to the main policyholder only.

- Previous year's submissions, objections and audit assistance will not be covered.
- Sole proprietors are excluded unless they can provide LIPCO with the relevant financial statements for the sole proprietor for the specific tax year.
- Close corporation members or shareholders in a private company are excluded unless they can provide LIPCO with the relevant financial statements pertaining to the close corporation or private company, for the specific tax year.
- Assistance under this benefit is limited to personal tax returns only.
- Policies issued before 1 June will also be covered for the current tax year (submission of tax return between July and November).
- Policies issued after 1 June will only be covered as from the following tax year.
- It remains the policyholder's responsibility to contact and instruct LIPCO to complete relevant tax returns on an annual basis.
- All necessary, relevant and requested documents for completion of tax returns must reach LIPCO one calendar month before SARS' relevant tax deadline(s).
- LIPCO will not request or obtain documents from third parties on the policyholder's behalf (e.g. IRP5s, medical aid certificates, etc.). This will remain the policyholder's responsibility.
- LIPCO cannot call third parties on the policyholder's behalf. This will remain the policyholder's responsibility.
- The policyholder will be responsible for updating his/her personal and banking details with SARS directly.

# Litigation benefit

The details of this benefit differ according to which plan you have chosen. See the table below for more information.

PLAN A	PLAN B	PLAN C
The Litigation 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 the maximum amount stated on your schedule and commences three months after the inception or reinstatement date of your policy.	The Litigation 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 the maximum amount stated on your schedule and commences three months after the inception or reinstatement date of your policy.	The Litigation 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 the maximum amount stated on your schedule and commences three months after the inception or reinstatement date of your policy.
<p>The Litigation benefit includes representation in the following matters:</p> <ul style="list-style-type: none"> <li>• Civil matters based on any written and signed agreement.</li> <li>• Bail applications and criminal matters.</li> <li>• Disciplinary hearings where you face dismissal and legal representation is allowed.</li> <li>• Any identity theft-related matter.</li> </ul>	<p>The Litigation benefit includes representation in the following matters:</p> <ul style="list-style-type: none"> <li>• Civil matters based on any written and signed agreement.</li> <li>• Bail applications and criminal matters.</li> <li>• Disciplinary hearings where you face dismissal and legal representation is allowed.</li> <li>• Any identity theft-related matter.</li> <li>• Unopposed divorce matters (i.e. where the action is not defended and a settlement is reached between the parties).</li> <li>• Maintenance hearings where the other party to the dispute is represented by a legal practitioner.</li> </ul>	<p>The Litigation benefit includes representation in the following matters:</p> <ul style="list-style-type: none"> <li>• Civil matters based on any written and signed agreement.</li> <li>• Bail applications and criminal matters.</li> <li>• Disciplinary hearings as well as Labour Court proceedings where you face dismissal.</li> <li>• Any identity theft-related matter.</li> <li>• Unopposed divorce matters as well as opposed divorce matters. Cover is limited to <b>R10 000</b> per annum.</li> <li>• Maintenance hearings where the other party to the dispute is represented by a legal practitioner.</li> <li>• A Magistrate's Court application for rescission of judgment where you have a valid legal defence, the judgment was taken against you without your knowledge and you informed LIPCO thereof within seven days of becoming aware of the judgment.</li> </ul>

## Waiting period

The 'waiting period' is a period where no insurance cover is provided and monthly premiums are payable.

## What is not covered

- Any legal action against LIPCO Group (Pty) Ltd and/or your insurer and/or any of their representatives.
- Where representation is required outside of South Africa, or where any party to a dispute resides or is domiciled outside of South Africa.
- Litigation matters where the cause of the claim arose prior to or within the minimum waiting period applicable.
- Where no reasonable prospect of success exists, that is if, in the mediator's Merits Committee's discretion, you provided false or insufficient information to convince the Merits Committee that you will win the case.
- Disputes between you and your insurer and/or any instructed representative of your insurer.
- Acts performed by you in the course of your existing or prospective business or commercial transactions related to such business.
- Your involvement in political activities with any government, local and/or tribunal authority.
- 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.

- Acts performed by you that are grossly negligent or reckless and/or malicious, for instance, where you intentionally disregarded the law, knowing the possible consequences.
- Civil commotion, labour disturbances, riots, public disorder, unlawful strikes, lock-out and civil disobedience.
- War, invasion, acts of foreign enemies, hostilities or warlike operations and/or mutiny arising.
- Matters where members of the public can appear without legal representation at community courts such as the Small Claims Court.
- Any matter arising out of a family/affectionate relationship dispute (for example, custody, maintenance, adoption, domestic violence) or any claim between spouses and ex-spouses.
- Any self-initiated or business related applications or registrations (such as licences, patents, copyright, etc.).
- 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.
- Winding up of estates and matters regarding the establishment of a trust.
- A civil claim based on a verbal agreement in respect of which there are no written terms and conditions.
- Any claims for non-monetary losses (for example, malicious prosecution, wrongful arrest and defamation matters).
- Constitutional Court representations.
- Any matter where it is possible for you to claim damages through any other form of insurance.
- Tax-related litigation.
- 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 an event.
- 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.
- Payment of cost orders awarded against you in any legal proceedings.
- Loss or damage to your vehicle, where your finance agreement required you to correctly insure the vehicle but you failed to do so.
- 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.
- Any civil or labour-related claim by you where the total amount claimed is less than **R5 000**.
- An ID theft matter will not be covered if it resulted from:
  - Dishonest or fraudulent acts committed by the member or any of his/her relatives (i.e. spouses, siblings, children or parents); or
  - Failure by the member to comply with any or all of the terms and conditions applicable to payment cards (i.e. the terms and conditions imposed by the relevant financial institution that issued the card).

### **Your obligations**

- Inform us if any of the details or declarations are incorrect or if any of these details or declarations change.
- Report any legal or labour matter to the service provider within 30 days of your becoming aware.
- If you want to submit a claim or report a new case, or require legal assistance, please call the Sales, Client Service and Claims number (below).
- 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, contact the Internal Dispute Resolution Department within 90 days on **0860 10 90 59** or via e-mail as per the e-mail address on your schedule. If you do not comply with this time limit, you will be prevented from proceeding with legal process.

If the dispute is not resolved to your satisfaction you will have an additional 180 days to either institute legal proceedings or to contact the Ombudsman for Short-Term Insurance at PO Box 32334, Braamfontein, 2017.

Note that the Ombudsman only considers a complaint made to him if he is satisfied that the Complainant has tried unsuccessfully to resolve the dispute through approaches to the Insurer's management or its internal complaints handling department.

### **Disputed claims**

After we inform you of our decision on a claim, we will allow you 90 days to make the appropriate 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 within six months 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 legal process.

### **How do my payments work?**

This policy gives you monthly cover and your premium is deducted in advance on the date stated on your schedule. If in the month following the activation of your policy (and onwards) we do not receive your premium on the due deduction date, you will be allowed a 15-day period of grace in which to pay your premium. If we still do not receive your premium after these 15 days, you will not have cover for that month until the premium is received.

### **Premium obligations**

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. Your policy will only commence upon receipt of the first premium.

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 Sunday or public holiday, the deduction will be made either on the last working day prior to or the first working day after the weekend or public holiday. If we do not receive your premium on your preferred deduction date, we may attempt to collect your premium on a more suitable date in an effort to keep you covered. If payment is not received for three consecutive months, the policy will be cancelled immediately.

### **Payment stopped**

If you have instructed the bank to stop your debit order payment, the policy will be cancelled immediately.

### **Amendments**

To amend or cancel your policy, call the Sales, Client Service and Claims number (on the back of this brochure). 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' written notice.