

Internet Monthly Insurance

Legal plan



We will indemnify you in terms of this policy during any period of insurance for which a premium has been paid, subject to commencement of cover.

Your application is the basis of and forms part of this policy.

This policy and the schedule will be read as one document. Any word or expression given a specific meaning will have that meaning wherever it appears.

Definitions

You/Your/Yours/Yourself

The person stated in the schedule as the insured and the covered persons.

We/Us/Our/Ourselves

Zurich Legal Expenses Underwriting Managers SA (Proprietary) Limited as underwriting managers, and Zurich Insurance Company South Africa Limited as underwriters of this policy.

Covered persons

Your spouse, dependant minor children, or dependant parents provided that all such persons are ordinarily resident with you.

Spouse/Live-in partner

Your legal spouse as defined in the Marriages Act, 1961 (Act No. 25 of 1961) as amended, or your cohabitee, provided

1. you have registered the spouse/live-in partner with Zurich Legal Plan.
2. only one spouse/live-in partner can be registered with Zurich Legal Plan as a covered person.
3. you and your partner have resided together for a period of not less than one year.

Child

Your biological, adoptive or step-child, and any foster-child placed in your care by way of a court order.

Family unit

You and all the covered persons.

Commencement of cover

1. The first day of the fifth month after inception date.
2. At reinstatement of the policy following lapse or cancellation: the first day of the fifth month after the date on which cover was reinstated.
3. In respect of benefit 6 - matrimonial actions - of the schedule of benefits:
 - (a) Commencement date as above, where the marriage occurs after inception or reinstatement date.
 - (b) Twelve months after inception or reinstatement, where the marriage took place before inception or reinstatement date.

Indemnity limit

The amount stated in the schedule of benefits against each item, subject to the maximum indemnity limit stated in the schedule. This amount is further sub-limited in accordance with the schedule of tariffs (regarding the fees of legal service providers) kept in our offices and adjusted from time to time, and will apply over and above the excess.

Legal service provider

A practising attorney, duly admitted to practise by any division of the High Court of South Africa in accordance with the provisions of the Attorneys Admission Act, 1960 (Act No 12 of 1960) as amended, including a candidate attorney or para-legal working under the full-time supervision of such attorney; or other qualified professional at our sole discretion.

Claim date

The claim date will have different meanings relative to the following clauses of the policy schedule:

1. clauses 1, 2 or 3.1 - 3.8: any date;
2. clause 3.9: the date on which any claim for maintenance is brought by or against you;
3. clause 4 or 5: the date on which the breach or delict occurred where you or the covered person are the plaintiff; or the date on which the legal process commencing action was served on you or the covered person;
4. clause 6: any date after the marriage has broken down irretrievably;
5. clause 7 - in respect of
 - (a) a bail application, the date on which you or the covered person were arrested; or
 - (b) any other criminal matter, the date on which you or the covered person were charged;
6. clause 8: the date on which
 - (a) the unfair labour practice occurred, or
 - (b) the event which led to an unfair labour practice took place, or
 - (c) a notice leading to an unfair labour practice was served on youafter commencement of cover.

Benefit year

The twelve month period beginning with commencement of cover and terminating twelve months thereafter or any subsequent twelve month period.

No increase in benefits

Continuation of this policy from one benefit year to the next will not increase our liability beyond the limits stated in the schedule and Annexure A even though an incident or action may span over two or more benefit years.

Indemnity to you

We will indemnify you up to the indemnity limit in respect of legal expenses incurred by you and the covered persons during the period of insurance subject to the terms and conditions of this policy.

The indemnity limit will be applied as follows:

1. We will pay the fees and disbursements charged by the legal service provider representing you; and
2. any balance remaining will go towards your liability for the legal costs of a third party calculated on the party and party scale.

All amounts will be paid to the legal service provider either as settlement of a taxed bill of costs, or in trust for payment to third party.

Our liability will

1. in the case of civil or labour-related matters, be subject to a limit not disproportionate to the value or importance of the relief sought.
2. vary according to the benefit plan you have chosen.

If costs are awarded in your favour

1. this policy constitutes a cession to us of any right of recourse by
 - (a) you against any party for recovery of legal expenses for which we indemnified you in terms hereof and/or
 - (b) your legal service provider arising from the execution by the latter of the relevant mandate insofar as it relates to wasted legal costs or legal expenses unnecessarily incurred.
2. such costs shall automatically accrue to us.
3. you will be responsible through your legal service provider for repayment to us of any award of such costs or any costs agreed to be paid to you as part of any settlement.
4. you will instruct your legal service provider to recover any such costs.



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Internet Monthly Insurance Conditions

First amount payable (Excess)

When you consult a legal service provider who is not a member of our panel of legal service providers, after confirmation of a valid claim, you will be responsible for the first R100.00 payable to this legal service provider. The excess is payable with the first consultation.

Misdescription, misrepresentation or nondisclosure

We may refuse to indemnify you in the event of any misdescription, misrepresentation or nondisclosure.

Cancellation

1. We may cancel or amend this policy by giving you one month's notice in writing, or you may cancel this policy by giving us notice in writing. Cancellation will be effective from the end of the month for which premium was last received.
2. If the premium is not paid on our normal debit date, the policy will be cancelled automatically from midnight on the last day of the month for which premium was received, unless you can show that non-payment was due to an error by your paying agent.
3. If the policy is cancelled during the currency of a valid claim, then it shall continue in full force and effect for the purposes of that claim only.

Continuation of cover

If you are retrenched, or become temporarily totally disabled due to an accident, after the policy has been in force for not less than 12 consecutive months, we will waive premiums for a period not exceeding three months, provided you give us written notice of the retrenchment or disability together with such proof as we may require, prior to non-payment.

Conflict and dispute

If a dispute arises between you, or your legal service provider, and ourselves related to this policy, such dispute shall be resolved in terms of the provisions of the Arbitration Act, 1965 (Act No 42 of 1965) as amended. The outcome of these proceedings shall be final and binding on all parties.

Change of benefit plan

1. You may upgrade your plan by notifying us in writing the level of cover required. Cover will be increased from the first day of the month for which the new premium applicable is paid.
2. You may equally downgrade your plan by notifying us in writing of the level of cover required. Cover and premium will be reduced from the first day of the month following notification.

Claims

1. In the event of a possible claim you must, before taking any other action, contact our 24-hour help line. Our consultant will provide you with assistance on any legal matter, and advise you how to proceed in the event of a valid claim against the policy.
2. You must in any event contact us within 24 hours of receiving any summons, charge sheet or other legal document.
3. You must give us written details of any claim on our prescribed form, together with details of any other insurance covering the same legal benefit, as soon as possible and in any event
 - (a) in respect of benefit items 4, 5, 6 and 7, if you are the defendant or the accused, within 48 hours;
 - (b) in respect of any other benefit, within 21 days of first notification to us.
4. We will have the opportunity to negotiate and conclude a reasonable settlement of any matter before we give confirmation of valid claim.
5. You may not consult a legal service provider without our written confirmation of valid claim.
6. You must give us and the legal service provider
 - (a) any other information and assistance required, and
 - (b) all documentation held or received by you regarding the claim.

7. Only one legal benefit will be contemplated by any one claim, notwithstanding that more than one legal benefit may have arisen out of the same event or cause.
8. If we refuse to indemnify you in respect of any claim and summons is not served on us within 6 months of our refusal, we will be relieved of any liability.
9. All labour matters must follow the procedure as stipulated in the Labour Relations Act 66 of 1995, or the applicable labour act at the time of the unfair labour practice.

Disputes between insureds

Except as regards benefit item 6, if we insure both parties to a dispute, we will provide indemnity only if such dispute is resolved in terms of the provisions of the Arbitration Act, 1965 (Act No 42 of 1965) as amended. The outcome of these proceedings shall be final and binding on all parties.

Prevention and minimisation of claims

You must take all reasonable steps to

1. safeguard your legal rights and to ensure that they are not violated, and shall enforce remedies capable of enforcement without the assistance of a legal service provider.
2. minimise the risk or likelihood of claims and the cost of legal proceedings.
3. mitigate any damages you may suffer.
4. prevent any occurrence that may give rise to a claim under this policy.

Other similar insurance

Please keep in mind that you cannot claim for the same benefit under two policies and we will only indemnify your legal expenses as contained in the schedule of insurance and Annexure A if you do not have other similar insurance for the same legal matter.

Authority

This policy is proof of your authority, in the event of your being charged with a criminal offence, to us to obtain and the South African police authorities to provide any record of prior criminal proceedings pertaining to the accused.

Appeal or review proceedings

We will not be liable to indemnify you in respect of appeal or review proceedings unless written authority to proceed with the proposed proceedings has first been obtained from us. Such authority shall not be granted unless the legal service provider has given us a written statement, confirmed in writing by an Advocate of the High Court of not less than five years' standing, that the proceedings have a reasonable prospect of success.

Settlement

1. You may only accept any settlement, payment into court or tender, or withdraw any action or defence that includes any costs award either against you or in your favour, with our written consent. In the event of such consent being given, you will be liable to us for
 - (a) any costs awarded against you in excess of the party and party scale.
 - (b) the amount of any party and party costs not awarded to you in terms of such settlement.
2. You may not accept any settlement, payment into court or tender, or withdraw any action or defence with each party being responsible for its own legal costs, without our written consent.
3. We will be entitled to withhold our written consent specified in this clause until we have received satisfactory security for payment of any amount due to us.
4. Should you refuse an offer of settlement, payment into court or tender made with or without prejudice, and thereafter at the final end and determination of the matter be awarded or accept an amount equal to or less than the amount of such offer, payment or tender, you will forfeit indemnity in respect of all legal expenses incurred from the date of such offer, payment or tender and we will be entitled to deduct the forfeited expenses from any settlement awarded to you or proceed against you for the recovery thereof.
5. A matter will not be regarded as settled until either the action or defence is formally withdrawn or a settlement agreement is made an order of the court.



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Exclusions and limitations

We will not indemnify you

1. in respect of any civil or criminal proceedings arising wholly or in part out of
 - (a) any political activity by or on your behalf including but not limited to your involvement in
 - (i) 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 above.
 - (ii) war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), or civil war.
 - (iii) mutiny military rising 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.
 - (iv) any 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 by means of fear, terrorism or violence.
 - (v) any act which is calculated or directed to bring about loss or damage in order 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 the purpose of inspiring fear in the public or any section thereof.
 - (vi) any attempt to perform any act referred to in clause 1(a) (iv) or (v) above.
 - (vii) the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrences referred to in exception 1(a) (i), (ii), (iii), (iv), (v) or (vi) above.

If we allege that by reason of this exception there is no cover in terms of this policy, the burden of proving the contrary will rest on you.
 - (b) the conduct of your business or profession including but not limited to the sale of any goods or the rendering of any services for a fee, reward or any other consideration; but this exclusion shall not apply to any action arising out of your employment unless you have alternative relief or remedies.
 - (c) immoveable property or interest in immoveable property of a business or speculative nature.
 - (d) patents, copyrights, trademarks, merchandise marks, service marks, registered designs, intellectual or artistic property, secrecy or confidentiality agreements and passing off.
 - (e) any computer hardware or software or any other electrical or electronic equipment not being able to recognise or process any date as the true calendar date.
 - (f) computer software except operating systems and packaged software that have not been tailored by the supplier to your own requirements. This exclusion does not supersede or override exclusion 1(e) above.
 - (g) mining activities.
 - (h) natural occurrences, disasters or circumstances beyond human control.
 - (i) or relating to
 - (i) ionising radiations.
 - (ii) contamination by radioactivity from any nuclear fuel.
 - (iii) nuclear waste from the combustion of nuclear fuel.
 - (iv) the radio-active, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof; for the purposes of this exclusion only, combustion shall include any self-sustaining process of nuclear fission.
 - (j) any matter in which you do not have
 - (i) a proprietary interest.
 - (ii) a reasonable prospect of success.
2. in respect of any
 - (a) action or claim by you against us whether arising out of a repudiation of a claim under this policy or for any other reason whatsoever.
 - (b) action by or against you which is not subject to the jurisdiction of the courts of the Republic of South Africa.
 - (c) action by or against you in your capacity as representative, agent or trustee of any other person, estate or legal entity.

- (d) action by or against you related to or arising out of any cession, suretyship, assignment, novation, delegation or any other derivative right of recourse.
 - (e) action by you falling within the jurisdiction of the Small Claims Court constituted in terms of the Small Claims Court Act, 1979 (Act No 53 of 1979) as amended.
 - (f) matter
 - (i) which is reasonably capable of being resolved satisfactorily through an administrative body without legal representation.
 - (ii) where you institute or defend any action or appeal which in the sole opinion of ourselves or the legal service provider representing you appears to be or becomes trivial, frivolous, unreasonable, immoral, vexatious, illegal, in bad faith, against public policy or against public morals including actions, defences and appeals where there is no real prospect of success or of executing a judgement granted or where you have been declared a vexatious litigant.
 - (iii) where you have a claim for compensation against any body or fund, howsoever constituted, notwithstanding that such claim is or has been repudiated in whole or in part by any such body or fund.
 - (g) proceedings
 - (i) in terms of the Arbitration Act, 1965 (Act No.42 of 1965) as amended save as provided herein or where you have bound yourself contractually by arbitration or mediation proceedings. In any such proceedings the decision of the arbitrator or mediator shall be final and binding on you.
 - (ii) in respect of which you are or, but for the existence of this policy, would be entitled to indemnity under any other policy held by you or which you are required to hold by law or would be so entitled but for a breach or alleged breach by you of the terms of such other policy notwithstanding that such claim has been repudiated in whole or in part in terms of such other policy.
 - (iii) where the third party has paid or has contributed towards the payment of any of the premiums for this policy.
 - (iv) relating to amount only and not to liability or culpability in principle.
 - (h) criminal proceedings
 - (i) where you have been declared a habitual criminal.
 - (ii) against you where the complainant in the proceedings has paid or contributed towards the payment of the premiums for this policy.
 - (iii) against you where the accused and the complainant are related to each other by blood or by marriage or where they are members of the same family unit.
 - (iv) against you where an admission of guilt fine has or may be determined.
 - (v) of a type of which you have been found guilty within three years of the claim date.
 - (vi) arising out of the driving of a motor vehicle by you where you did not hold or were disqualified from holding a licence to drive a motor vehicle.
3. where you are a party to a class action or seek to intervene in a civil action or act as a friend of the court.
 4. in respect of any matter where you consulted or retained a legal service provider prior to commencement of cover.
 5. where at or prior to commencement of cover you should have realised that a claim might occur or in respect of any act, omission or dispute occurring prior to or existing at inception or reinstatement of this policy and which you knew or ought reasonably to have known was likely to give rise to legal proceedings made by or brought against you. If we allege that by reason of this exception there is no cover in terms of this policy, the burden of proving the contrary will rest on you.
 6. where you are responsible for anything which in our reasonable opinion or that of the legal service provider prejudices your prospects of success or our position in the institution, defence, appeal or settlement of the proceedings.
 7. where you institute an action as Plaintiff for damages for defamation or any other type of injury to personal dignity suffered by you unless, in the case of the latter, the claim is solely for patrimonial loss.
 8. where the legal service provider instructed by you is related to you by blood or marriage or is a member of your family unit.
 9. where you are the Plaintiff or Defendant in an action by or against any person related to you by blood or marriage, other than as provided for in clause 6 of the schedule of benefits.

Internet Monthly Insurance

Annexure A - Plan A and B



	Plan A	Plan B
Monthly premium	R80	R50
Limit of indemnity per benefit year	R70,000	R40,000
Benefit item	Indemnity limit	Indemnity limit
1. Preventative Law/Lawyer office work (Contribution towards cost per incident) Advice, or the review, drafting or preparation of documents, including but not limited to affidavits, certificates, legal notices, powers of attorney or any other legal services required by you whether or not the matter is covered or excluded by this policy	R 100	R 100
2. Wills, Trusts and Antenuptial Contracts (Limit per benefit year per family unit) 2.1 A will or a testamentary trust 2.2 An antenuptial contract	R 1,000	R 750
3. Miscellaneous (Limit per benefit year per family unit) 3.1 Application for late registration of birth 3.2 Application for adoption proceedings 3.3 Application for change of name 3.4 Application to restore credit rating 3.5 Objection to an assessment of a personal Income Tax return in terms of section 81(1) of the Income Tax Act, 1962 or an appeal against the dismissal of an objection in terms of section 83(1) of the Income Tax Act, 1962 3.6 The legal services required arising out of proceedings in terms of the Expropriation Act, 1975 (Act No 63 of 1975) as amended 3.7 Advice, negotiating settlement and representation before any maintenance court hearing	R 750	R 500
4. Contractual actions (Limit per benefit year per family unit) The institution or defence of legal proceedings by or against you in terms of a written contract including one appeal, one review or one rescission in respect of any resulting judgement	R35,000	R20,000
5. Delictual civil actions (Limit per benefit year per family unit) The institution or defence on your behalf of legal proceedings for a delictual action for damages, including one appeal, one review or one rescission in respect of any resulting judgement	R35,000	R20,000
6. Matrimonial actions (Limited to one per five benefit years per family unit) Divorce: Obtaining a final decree of divorce	R35,000	R20,000

	Plan A	Plan B
7. Criminal proceedings		
(Limit per benefit year per family unit)	R35,000	R20,000
7.1 Bringing a bail application for your release when you have been charged with a criminal offence including one appeal or one review in respect of a refusal of any such bail application		
7.2 Your legal representation or defence when you have been charged with a criminal offence where you plead not guilty to any one or more charges including one appeal or one review in respect of any resulting conviction or sentence		
7.3 Your legal representation or defence when you have been charged with a criminal offence where you plead guilty to any one or more charges including one appeal or one review in respect of any resulting conviction or sentence		
8. Labour Matters		
(Limit per benefit year per family unit)	R35,000	R20,000
(All matters falling under the jurisdiction of the Labour Relations Act 66 of 1995)		
8.1 Preparation for and representation during any mediation or arbitration proceedings		
8.2 The institution or defence of a labour matter by or against you in the Labour Court		

No increase in benefits

Continuation of this policy from one benefit year to the next will not increase our liability beyond the limits stated in the schedule, even though an incident or action may span over two or more benefit years.

First amount payable (Excess)

When you consult a legal service provider who is not a member of our panel of legal service providers, after confirmation of a valid claim, you will be responsible for the first R100.00 payable to this legal service provider. The excess is payable with the first consultation.

Other similar insurance

Please keep in mind that you cannot claim for the same benefit under two policies and we will only indemnify your legal expenses as contained in the schedule of insurance if you do not have other similar insurance for the same legal matter.

Definition of spouse has been extended

Spouse/Live-in Partner

Your legal spouse as defined in the Marriages Act, 1961 (Act No. 25 of 1961) as amended, or your cohabitee, provided

1. you have registered the spouse/live-in partner with Zurich Legal Plan.
2. only one spouse/live-in partner can be registered with Zurich Legal Plan as a covered person.
3. you and your partner have resided together for a period of not less than one year.

Definition of Labour Matters

1. The claim date for clause 8, Labour Matters, will be the date on which
 - (a) the unfair labour practice occurred, or
 - (b) the event which led to an unfair labour practice taking place, or
 - (c) a notice leading to an unfair labour practice was served on you after commencement of cover.
2. All labour matters must follow the procedure as stipulated in the Labour Relations Act 66 of 1995, or the applicable labour act at the time of the unfair labour practice.
3. The indemnity limit is further subject to our schedule of tariffs.
4. This endorsement is subject to all the terms and conditions of the policy and does not override them.

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Internet Monthly Insurance

Annexure A - Plan C and D

	Plan C	Plan D
Monthly premium	R35	R25
Limit of indemnity per benefit year	R20,000	R15,000
Benefit item	Indemnity limit	Indemnity limit
1. Preventative Law/Lawyer office work (Contribution towards cost per incident) Advice, or the review, drafting or preparation of documents, including but not limited to affidavits, certificates, legal notices, powers of attorney or any other legal services required by you whether or not the matter is covered or excluded by this policy	30 minutes free consultation	30 minutes free consultation
2. Wills, Trusts and Antenuptial Contracts (Limit per benefit year per family unit)	R 500	
2.1 A will or a testamentary trust		See 3.5
2.2 An antenuptial contract		See 3.6
3. Miscellaneous (Limit per benefit year per family unit)	R 500	R 750
3.1 Application for late registration of birth		
3.2 Application for change of name		
3.3 Application to restore credit rating		
3.4 Advice, negotiating settlement and representation before any maintenance court hearing		
3.5 A will or a testamentary trust	See 2.1	
3.6 An antenuptial contract	See 2.2	
4. Contractual actions (Limit per benefit year per family unit) The institution or defence of legal proceedings by or against you in terms of a written contract including one appeal, one review or one rescission in respect of any resulting judgement	R20,000	R10,000
5. Delictual civil actions (Limit per benefit year per family unit) The institution or defence on your behalf of legal proceedings for a delictual action for damages, including one appeal, one review or one rescission in respect of any resulting judgement	R20,000	Not applicable
6. Matrimonial actions (Limited to one per five benefit years per family unit) Divorce: Obtaining a final decree of divorce	R20,000	R3,000 Waiting period 6 months from date of inception of policy

	Plan C	Plan D
7. Criminal proceedings		
(Limit per benefit year per family unit)	R20,000	R10,000
7.1 Bringing a bail application for your release when you have been charged with a criminal offence including one appeal or one review in respect of a refusal of any such bail application		
7.2 Your legal representation or defence when you have been charged with a criminal offence where you plead not guilty to any one or more charges including one appeal or one review in respect of any resulting conviction or sentence		
7.3 Your legal representation or defence when you have been charged with a criminal offence where you plead guilty to any one or more charges including one appeal or one review in respect of any resulting conviction or sentence		
8. Labour Matters		
(Limit per benefit year per family unit)	R20,000	R10,000
(All matters falling under the jurisdiction of the Labour Relations Act 66 of 1995)		
8.1 Preparation for and representation during any mediation or arbitration proceedings		
8.2 The institution or defence of a labour matter by or against you in the Labour Court		

No increase in benefits

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 - (c) a notice leading to an unfair labour practice was served on you after commencement of cover.
2. All labour matters must follow the procedure as stipulated in the Labour Relations Act 66 of 1995, or the applicable labour act at the time of the unfair labour practice.
3. The indemnity limit is further subject to our schedule of tariffs.
4. This endorsement is subject to all the terms and conditions of the policy and does not override them.