



## Clientèle Legal Plans Terms and Conditions

### What the policy covers

1. These policies provides legal advice and covers the fees charged by an attorney in the representation of civil, criminal and labour related matters up to the amount listed on the policy schedule.
2. The policies have a three month waiting period. Only matters arising after the waiting period will be considered for cover.
3. Telephonic advice is available after payment of your first premium, even on excluded matters or matters arising in the waiting period.
4. Fees charged by an attorney are covered on claims that are accepted by Clientèle, for an attorney on Clientèle's panel, appointed by Clientèle, for as long as the claim lies within the terms and conditions of the policy.
5. We offer plans that cover for yourself only, or family plans that can include cover for your spouse, and up to three children under the age of 18.
6. We will cover your children up to the age of 18, but if they are **full time students, attending a registered tertiary institution** they may remain on your policy up to the age of 21.
7. Extended members can be covered, but may require an additional premium.
8. Certain plans provide a lump sum in the event of accidental death cover too.
  - a. Accidental death cover is provided from receipt of the first premium and continues as long as the monthly premium is paid, when due.
  - b. Cover is reduced by 50% when you turn 76 and ceases when you turn 80.
9. The Bail Benefit is automatically included on your policy at no additional cost. We will pay up to R5,000 on your behalf for bail if arrested for a minor crime.
10. Cover is dependent on the continuous payment of your monthly premiums, when they are due. If a premium is missed, your waiting period will restart.
11. Should you be retrenched, the Retrenchment Benefit will allow you to miss up three consecutive premiums without the waiting period or cover being effected (subject to the policy's terms and conditions)
12. There are certain types of legal matters that are not covered, like business matters and pre-existing matters (any matter that arose before taking out the policy). The policy wording contains the full list of exclusions applicable to this policy. Please ensure your read these to familiarise yourself with all benefits, exclusions or waiting periods <https://clientele.co.za/wp-content/uploads/2020/08/legal-exclusions.pdf>



## How the policy works

13. You must be over 18 to apply for this policy.
14. Our legal advisors are available telephonically 24 hours a day, 365 days of the year.
15. We have relationships with attorneys countrywide. If your matter is covered we will appoint an attorney in your area on your behalf, and pay the attorney's fees.
  - a. There are certain costs that may arise, like disbursements that are not covered. The policy terms and conditions provide a full list of costs not covered under the policy <https://clientele.co.za/wp-content/uploads/2020/08/legal-exclusions.pdf> An excess fee of three times your monthly premium may be payable on some policies, for each claim where an attorney is appointed.
16. Proceeds from this policy are paid out directly to the attorney. Payment is made for costs incurred by the attorney appointed by us, within their stated mandate, after approval of the claim.
17. Payment under the Bail Benefit is facilitated between ourselves, our service provider and the Police. We will use all reasonable means to ensure your release from custody.
18. Payment under the Accidental Death Benefit is paid directly to your nominated beneficiary.

## Complaints Procedure of Clientèle General

19. Should you wish to lodge a complaint please contact the National Contact Centre on 011 320 3000, 011 320 3133 or mail [services@clientele.co.za](mailto:services@clientele.co.za).
20. In the event that your complaint is not satisfactorily resolved, then you may refer the complaint to the Office of the Independent Arbitrator at [complaintsarbitrator@clientele.co.za](mailto:complaintsarbitrator@clientele.co.za). This Independent Arbitrator has the independence and authority to overturn the initial findings and will only consider cases having previously gone through step (1).
21. In the unlikely event that you are still not satisfied with the decision then you can forward your complaint to the FAIS Ombud on 012 470 9080 and/ or the National Financial Ombud Scheme South Africa NPC (the NFO) on 0860-800-900.