

1. INTRODUCTION

Protector Personal Plan covers all legally related matters for the purpose of obtaining a remedy or enforcing a member's constitutional rights.

Cover is always subject to conditions as stated below.

All Protector members who are up to date with premiums qualify for free legal advice with our legally trained advisers.

Members should note that by providing legal advice to you, it does not mean that a matter will automatically qualify to be covered.

2. QUALIFICATION

2.1 Any person who is a South African citizen and stays within the Republic or any person who is non-South African, but whose residence in S.A is regulated by law and his constitutional rights are enforceable and protected within the context of the constitution of the Republic of South Africa.

2.2 To qualify as a member, the member shall be requested to sign a form agreeing to term and conditions of the plan.

2.3 A specific amount shall be fixed from time to time as a premium which shall be requested to be paid on monthly basis or annually in advance to sustain membership.

3. COMMUNICATION

3.1 We will send all general communications to the main member's contact details on record.

3.2 We may send any document or communication that is part of, or that we issue in terms of the agreement by mail, email, SMS, WhatsApp message.

3.3 If you change your contact details you must please let us know. We will send you an acknowledgement within 5 working days and please let us know if you do not receive it.

3.4 Members who want to speak to lawyers must contact office first for appointment, only emergencies like bails applications where members can contact emergency number for quick interventions after hours.

4. PREMIUM

4.1 Premium shall be paid as envisaged above.

4.2 Payment can be made either by following methods: -

1. by hand at our offices.
2. by bank deposit in to our account.
3. By debit order.
4. by stop order.

4.3 Premium should always be up to date of the occurrence of the ensured event.

4.4 A member should always remain up to date with premiums during a period of representation failing which, cover shall be withdrawn immediately.

4.5 The monthly premium is due on the 1st (first) day of every month, even though we may collect it at any time up to the end of a month.

4.6 If a debit order deduction is not successful for whatever reason on the premium due date, resulting in your membership going into arrears. We may do a double premium deduction from your nominated bank account on the next premium due date.

4.7 Retrenchments benefits -this is an integral part of agreement and it cannot be bought as a stand-alone pack.

1. Member should inform office in time regarding the retrenchment
2. Member's membership will be treated as paid-up for the agreed month(s).
3. During this period, while out of work, you don't have to pay the premium(s).

4. Failure to inform office regarding your retrenchment, your membership will be in arrears.

5. PREMIUM TYPES

5.1 Express Premium

- This is a member only cover
- Unlimited telephone consultation with a lawyer
- Cover any legal issue you may need advice on, telephonically
- No face-to-face consultations
- No court appearances or tribunal attendance
- No letters or legal documents will be drawn for you
- Instant cover, provided consultation does not need face-to-face.
- No commercial or any, matter that may need drawing and perusal of documents.

5.2 Intro Premium

- This is a member only cover
- 2- month grace in case of retrenchment
- Cover against civil; criminal; labour related matters
- Bail applications
- Draw of wills for members who been with us for 2 years as at the of instruction
- Divorces- provided the marriage was concluded three (3) months after cover period (covers main member).
- Maintenances- ensured event shall be deemed to have happened nine (9) months prior to the birth of the child.
- General (non-litigious)- cancellation of policies, medical aids etc.

5.3 Gold Premium

- Member plus spouse and dependents under the age of 18 years and attending school.
- Upon production of proof, the above people shall be covered
- 2- months grace period in case of retrenchment
- Cover against civil; criminal; labour related matters
- Bail applications
- Draw of wills for members who been with us for 2 years as at the of instruction
- Divorces- provided the marriage was concluded three (3) months after cover period (covers main member).
- Maintenances- ensured event shall be deemed to have happened nine (9) months prior to the birth of the child.
- General (non-litigious)- cancellation of policies, medical aids etc.

5.4 Platinum Premium

- Member plus spouse and dependents under the age of 18 years and attending school.
- Upon production of proof, the above people shall be covered
- 4- months grace period in case of retrenchment
- Cover against civil; criminal; labour related matters
- Bail applications
- Draw of wills for members who been with us for 2 years as at the of instruction
- Divorces- provided the marriage was concluded three (3) months after cover period (covers main member).

- Maintenances- ensured event shall be deemed to have happened nine (9) months prior to the birth of the child.
- General (non-Litigious)- cancellation of policies, medical aids etc.

5.5 Platinum Black

- Member plus spouse and dependents under the age of 18 years not attending school.
- One additional extended relative
- Upon production of proof, the above people shall be covered
- 5- months grace period in case of retrenchment
- Cover against civil; criminal; labour related matters
- Bail applications
- Draw of wills for members who been with us for 2 years as at the of instruction
- Divorces- provided the marriage was concluded three (3) months after cover period (covers main member).
- Maintenances- ensured event shall be deemed to have happened nine (9) months prior to the birth of the child.
- General (non-litigious)- cancellation of policies, medical aids etc.

6. COVER PERIOD

- 6.1** A member shall be fully covered after paying three consecutive monthly premiums to us prior to the occurrence of the ensured event.
- 6.2** After obtaining membership, such member shall be advised of the date of the commencement of cover.

7. DUTY OF THE COMPANY

- 7.1** The company shall always subject to the compliance by member, be obliged to discharge its duties under this plan.

- 7.2** The main duty shall be to pay legal expenses incurred by a legal practitioner while assisting or represent the member.

- 7.3** Upon payment of the account, the company shall have discharged the member from further liability under the same claim. And such member shall be exonerated from liability.

- 7.4** The company shall settle the account upon satisfying itself that all terms and conditions have been met by both the member and legal practitioner.

- 7.5** The company shall firstly confirm cover to both the member and legal practitioner before any duty rests upon it.

- 7.6** The company shall only be responsible to pay legal fees incurred by a legal practitioner who was instructed by the member and who is on the panel of legal practitioners of the company unless special clearance given thereof.

8. LIMITATIONS

- 8.1** Notwithstanding the provision of clause 5, and any other relevant clause, a member shall be excluded from cover, or his cover be limited if:
1. He has exhausted his annual cover allowance.
 2. Cover maybe partial depending on the available annual cover allowance of the member.

9. GENERAL

The above condition shall be subject to review and relations from time to time by the company and all reasonable efforts shall be made inform member of any.

SCHEDULE

A. NOT COVERED MATTERS

1 CRIMINAL MATTERS

- Any other excluded in terms of Limitations.

2. CIVIL

- where there is no potential of actual patrimonial loss on the member e.g. suing
- for defamation
- Any claim or matter which is of commercial nature.

3. Any other matter that occurred prior to cover period.

4. Wills and Estate-drawing of will where a member was not listed as a member two year preceding the date of act and administration of the deceased estate of a covered member or a secondary member.

5. Divorce-where the marriage was concluded before cover period.

6. Any other matter that according to the directors should not be covered.

7. COMMERCIAL MATTERS

- Application for Business license e.g., liquor
- drawing of commercial contracts (e.g., lease contracts)
- All business matters

8. PERSONAL INJURY

- Claims against the Road Accident Fund
- Any other claims that are subject to contingency fee agreement.

9. FAMILY LAW

- Draw of Antenuptial Contracts
- Divorce-secondary member (e.g., if the main member is the wife, the husband will be excluded and vice versa.

10. PROPERTY LAW

- Transfer and sale of property

11. GENERAL

- Where there are no prospects of success, or the prospects are less than 50%
- Where the main member is litigating against a spouse or any of his covered family members, it is the main member will be the one covered.