

# MEMBERSHIP AGREEMENT

Reference Number:  
SCORPION/2021/10/11



**Strike back legally!**

# HOW TO PAY YOUR MONTHLY PREMIUMS



## Website Members' Portal

Did you know you can pay your premiums online? Simply go to [www.scorpion.biz](http://www.scorpion.biz) and click the Members' portal. After you register not only can you pay your premiums but you can also do a whole host of other things such as:

- ✓ Download a digital membership card
- ✓ Check your membership details
- ✓ Get useful legal documents only available to members



## Debit or stop order

A debit order is when the payment for your premium is collected straight out of your bank account. A stop order is when payment for your premium comes directly from your salary (this facility is only available to government and municipal employees).

If you are interested in changing from a cash payment to a debit or stop order please call 0861 333 3333.



## EasyPay outlets

You can pay your premiums at ANY EasyPay outlet. Some EasyPay outlets are: **Pep, Pep Cell, Shoprite Checkers, Pick n Pay, Spar, Boxer Superstores, Lewis, Joshua Doore and Russells**

When paying at an EasyPay outlet, give your EasyPay number (found on the back of your membership card or you can call 0861 333 333). Remember to ask for a receipt.



## Selected Scorpion branches

You can pay cash at a selected Scorpion branch. When paying at a Scorpion branch, present your Scorpion membership card to the cashier and remember to ask for a receipt.

To find out if your closest branch accepts cash payments call 0861 333 333 or visit our website at [www.scorpion.biz](http://www.scorpion.biz) and call the branch directly.



## Post Office

You can also pay at the Post Office.

When paying at the Post Office, present your Scorpion membership card to the cashier and remember to ask for a receipt.

## SECTION 1: INTERPRETATION AND DEFINITIONS

- a) The headings, diagrams, notes, examples and addendums are all part of this Agreement.
- b) Singular includes the plural. The Agreement is in plain language and the meaning of certain words is explained where they are used in the Agreement.
- c) Membership is entered into and confirmed when We issue Your Schedule of Insurance.
- d) The Agreement between You and Us has a reference number shown in Your Schedule of Insurance. Please make sure that it is the same as the reference number on this Agreement.
- e) "Membership" means being an insured under this insurance policy (hereafter called the "Agreement"), in consideration of the monthly premium in force from time to time. The monthly premium in force as at the time of joining will be shown in Your Schedule of Insurance. You will be advised of subsequent increases as set out in Section 13.
- f) "We" "Us" "Our" means the insurer, Legal Expenses Insurance Southern Africa Limited (LEZA) (Reg. No 1984/010574/06), and Scorpion Legal Protection (RF) (Pty) Ltd (Reg. No 1996/001206/07) who manages the Agreement as a non-mandated intermediary.
- g) "Main Member" is the person who is shown as such on the application form for Membership.
- h) The application and any subsequent change requested by the Main Member and agreed to by Us is part of the Agreement between the Main Member and Us.
- i) "You", "Your" and "Member" means the Main Member and the following persons (proof of relationships may be requested):
  - The nominated husband, wife or similar "Life Partner", all referred to as "Spouse", of the Main Member. The nominated Spouse is shown in Your Schedule of Insurance,

"Spouse" (including a "Life Partner") means a person who, at the time the Relevant Events occurred, was married or has lived with the Main Member as if they were married by civil rights of customary law, for at least the Minimum Period as Life Partner shown in Your Schedule of Insurance, and is still married or living with the Life Partner when a Benefit is claimed.

- The Main Member's biological or legally adopted children under 18 years of age and,
  - The Main Member's biological or legally adopted children aged 18 up to turning 21 and in school or studying full time at a recognised institution in the Republic of South Africa (RSA) and who are financially dependent on the Main Member or nominated Spouse. (Children aged 21 and older do not qualify for Cover).
- j) An Extender Member is any Family Member added in terms of the Extended Family Protection Addendum, but excluding those who do not qualify in terms of the preceding paragraph.

## SECTION 2: THE BENEFITS (PARALEGAL AND INSURANCE COVER)

While Your Membership is Paid-Up, You are entitled (subject to the terms and conditions), to Our Services, which consist of *Paralegal Services* and *Legal Expenses Insurance* (paying Your Legal Expenses). Unless otherwise indicated, both components apply to any Addendums You selected.

"Paid-Up" means that every monthly premium has been paid in full from the date of the Relevant Event/s to the date the matter is reported to Us. There must be no break in Your Membership. Part-payment does not constitute being Paid-Up.

### 1. PARALEGAL SERVICES

- a) Paralegal services are dispute prevention services that We provide through Our legally trained counsellors. The aim of it is to give Us flexibility to help You as much as We can, and to reduce the need for Court proceedings. Since it is at no extra cost to You, We provide it at Our discretion. We have no obligation to do so and may set limits at any time.
- b) You agree that by providing Paralegal Services to You, it does not mean that a matter qualifies for Insurance Cover, or that You have rights in respect of that matter, as if it were an Insured Matter.

**NOTE: Not many people enjoy disputes or spending time in a Court. It is generally known that We will pay a Lawyer to take a Covered matter to Court if a dispute cannot be prevented by Our counsellors. Many potential disputes and Court Cases are avoided as a result of that.**

- c) Paralegal services are available for:

- An Insured Matter that qualifies for Cover;

Even if an Insured Matter is Covered, We do not pay the legal costs of Your Lawyer to try to resolve the issue before starting a Case. Unless We agree otherwise, You will be responsible for such costs. If You wish to avoid that, Our Paralegal Services will try to resolve the issue at no cost to You. If We are unable to resolve the matter, you can consult an attorney.

- An Insured Matter that does not qualify for Cover;

This is mainly when the conditions in this Agreement are not met, such as a Relevant Event happening before the end of the Waiting Period.

- Matters outside the scope of this Agreement, which is when it is not shown as an Insured Matter in any of the Insurance Cover Sections or the Addendums;
- The exclusions in Section 6 and in the Addendums, except those that are specifically excluded from Paralegal Services as well, as indicated in Section 6.

## 2. LEGAL EXPENSES INSURANCE

a) If We are unable to resolve the matter via Paralegal Services and it

- Qualifies for Cover as set out in Section 3;
- Is not excluded as set out in Section 6;

b) We will pay Your Lawyer for those legal expenses set out in Section 7, up to the limits set out in Section 10, to represent You in a Case or criminal charge. We refer to this as “Insurance Cover” or just “Cover”.

“Lawyer” is a legal practitioner practicing in the RSA and who is registered with the relevant Regulator in RSA

## SECTION 3: INSURED MATTERS

Section 4 lists Insured Matters that potentially qualify for Cover, showing the Relevant Event for each Insured Matter. An Insured Matter qualifies for Cover if all the conditions below are met:

a) The Relevant Events that apply to an Insured Matter all happen in the RSA after the Waiting Period and while Your Membership is Paid-Up.

“Waiting period” means a period after Membership is confirmed, during which Insurance Cover is not available. The Waiting Period is shown in Your Schedule of Insurance.

b) The 1st Relevant Event happens or commences to happen after the Waiting Period, if a dispute in a Civil Legal Action is about a series of Relevant Events.

c) Your Lawyer agrees in writing that Your chances of succeeding in a Civil or Labour Case, or an application for leave to appeal, are better than not succeeding.

d) All the elements of a crime or all the things the police say (allege), are the reasons for charging You, happen after the Waiting Period.

**Note: being arrested after the Waiting Period for a criminal offence alleged to have been committed before the end of the Waiting Period does not qualify for Cover.**

e) The matter is Reported to Us while Your Membership is Paid-Up or within a maximum period after it has been cancelled. The period is shown in Your Schedule of Insurance as “Maximum Period to Report After Cancellation”.

“Reported” means We have received Our Official Claim Form (OCF), which forms part of this Agreement.

f) You have paid the First Amount Payable as shown in Your Schedule of Insurance (if You use a Lawyer who is not on Our Network, We will deduct the *First Amount Payable* from any amount due to the lawyer. If You already paid the lawyer, it will be deducted from what is due to You.

We have to pay that Lawyer in terms of Your Legal Expenses Insurance claim.

- g) The Relevant Event for each Insured Matter is wrongful, unlawful or is another basis for a valid legal claim by You or against You, in Your personal, private and individual capacity.

*Example: A finance house gets a Court order to repossess Your car because You are in arrears with instalments. If You do not dispute the arrears, the repossession is likely lawful. If so, there is no basis for a legal defence and the matter is not Covered.*

- h) If a legal Claim by You is based solely on the meaning (i.e., the Relevant Events are not disputed) of a document, law or regulation, that document, law or regulation must come into existence after the Waiting Period. This condition does not apply if there is a legal claim against You.

#### **SECTION 4: INSURED MATTERS AND THEIR RELEVANT EVENTS**

The events below in **BOLD CAPITAL LETTERS** are the Relevant Events that must happen after the Waiting Period in the RSA. The list may not be complete and We may modify or add more Insured Matters and Relevant Events at Our discretion. If a matter is not listed, it is not an Insured Matter.

#### **PERSONAL INJURY AND / OR THREAT TO A PERSON, PROPERTY DAMAGE, CONSUMER MATTERS AND DEBT**

Applicable to Policy A & C, Platinum A & C

1. Personal injury, illness, or death of another person or that person's pet as a result of **AN ACT** or **OMISSION** by You or Your pet (by "omission" We mean a failure to do something);
2. Personal injury, illness, or death of a Member or his/her pet as a result of **AN ACT** or **OMISSION** by another person or pet;
3. Damage to the physical property of another person, as a result of **AN ACT** or **OMISSION** by You or Your pet ("physical" excludes intellectual property such as copyright, patents and trademarks);
4. Damage to Your physical property as a result of **AN ACT** or **OMISSION** by another person or their pet (same exclusion as in 3.);
5. A refund or other legal remedy for **THE PURCHASE** by You of defective consumer goods or services;
6. **BREACH** (acting against the terms) of a contract (including a warranty) for the hire or purchase by You of consumer goods or other goods and services;
7. **BREACH** of a contract regarding the sale or lending of private property;
8. **A VIOLATION** of Your rights in terms of the Consumer Protection Act that causes financial damage to You;
9. **OVER-CHARGING** by any supplier;

"Over-charging" means charging more than agreed fees or rates.

10. **BREACH OF AN AGREEMENT** by another party to repay a debt due to You;
11. To remove an **INCORRECTLY TAKEN JUDGEMENT** against you;

#### **HOME AND ACCOMMODATION MATTERS**

Applicable to Policy A & C, Platinum A & C

12. **A BREACH** of any contract that is necessary to buy or sell Your Place of Residence (necessary contracts include the offer to purchase and a mandate to the estate agent and conveyancer. We do not pay conveyancing fees, transfer duties or contract drafting);

"Place of Residence", is the address provided in the application for Membership. Events involving a holiday home and other places of residence rented or owned by You are excluded

13. **BREACH OF CONTRACT** or **UNLAWFUL CONDUCT** by the lessor (landlord), in relation to a lease agreement for Your Place of Residence;
14. **AN ACT** or **OMISSION** by a neighbour or other person that causes damage to Your Place of Residence or household possessions;
15. **THE WRONGFUL ATTACHMENT** of Your home or household goods by an officer of court or an asset forfeiture unit of the State;
16. **BREACH OF CONTRACT** or **FAULTY WORKMANSHIP** by a contractor to build, repair, replace, modify or add something to Your Place of Residence;
17. **AN ACT** or **OMISSION** by You involving a lease agreement for Your Place of Residence that results in either:
  - a) cancellation of the lease agreement or
  - b) eviction from Your Place of Residence or
  - c) a claim for damages against You;
18. **WRONGFUL FAILURE** by the landlord to refund a security deposit due to You after termination of the lease for Your Place of Residence;
19. **AN ACT** or **OMISSION** by You or Your guests, workers, contractors and pets at Your Place of Residence, which causes damage to a person or a person's property, resulting in a claim against You;
20. **THE FAILURE** by the seller of a property, or a third party living in the property You bought as a Place of Residence, to vacate the property in terms of the sale agreement;
21. **BREACH OF CONTRACT, NEGLIGENCE** or **OVER-CHARGING** by a travel or booking agent, a hotel or other vacation or board and lodging establishment;
22. **NON-COMPLIANCE** with the rules by the body corporate or similar body at Your Place of Residence;

#### MOTOR VEHICLE MATTERS

##### Applicable to Policy A & C, Platinum A & C

23. Damage to the motor vehicle, motorcycle ("vehicle") or other property of another person as a result of **AN ACCIDENT** or **COLLISION** involving the vehicle driven by You;
24. Damage to You, Your vehicle or property as a result of a private, public or commercial transport **ACCIDENT** or **COLLISION** caused by someone else;
25. **BREACH OF CONTRACT** by a seller or lender regarding the terms of a contract to finance a vehicle bought by You;
26. **BREACH OF CONTRACT** by a seller regarding the terms of a contract or warranty for the purchase of a vehicle by You;
27. **WRONGFUL REPOSSESSION** of Your vehicle under the terms of a credit agreement with You;
28. **DEFECTIVE WORKMANSHIP** to Your vehicle by mechanics, panel beaters and related service providers;
29. **WRONGFUL REJECTION** of a vehicle insurance claim by You for damage to, or destruction of Your vehicle;
30. **BREACH OF CONTRACT** by the seller of a vehicle You bought, regarding transfer of the vehicle and delivery of registration documents and log books;
31. **THE PURCHASE** by You of a vehicle with a latent defect. (If You were not aware of the latent defect when You bought the vehicle, it is not Your discovery of the defect that is the Relevant Event. It is the date of purchase that is relevant. You are covered only if the date of purchase is after the Waiting Period and while Your Membership is Paid-Up);

32. **BREACH OF CONTRACT, NEGLIGENCE** or **OVER-CHARGING** by a vehicle rental company;

#### EDUCATION MATTERS

Applicable to Policy A & C, Platinum A & C

33. **AN ACT** or **OMISSION** by You that results in a disciplinary proceeding by a school or other institute of education that can lead to Your expulsion or suspension as a scholar or student;
34. **BREACH** of a contract with You as a scholar or student, by a school or an institute of higher education like a college or university;
35. **BREACH** of a contract with you relating to the lodging of your child who is attending school or an institute of higher education;

#### STATUS, REPUTATION AND IDENTITY MATTERS

Applicable to Policy A & C, Platinum A & C

36. Financial loss or damage to You as the result of **A NEGLIGENT ACT** by a bank or other person/body after You have notified them of Your identity theft or credit card fraud;
37. Financial loss or damage to You due to the negligence of a public body when they **RECORD** or **CHANGE** Your personal details in public records;
38. A defamation claim against You based on **A COMMUNICATION** in writing or in another form (a defamation claim by You is excluded);

#### EMPLOYMENT MATTERS

Applicable to Policy A & B, Platinum A & B

39. **A BREACH** of the terms of Your contract of employment or an **UNFAIR LABOUR PRACTICE** by Your employer;
40. **A NOTICE ISSUED** by Your employer for Your retrenchment from employment;
41. **AN ACT** or **OMISSION** by You which is used as the basis for Your dismissal, constructive dismissal or suspension from employment;
42. Rejection of a claim by You for workman's compensation for **AN INJURY** at work;
43. **AN INJURY** to You while at work, which may not be covered by workman's compensation (due to a change in laws or another reason) and for which Your employer wrongfully fails to compensate You;
44. **A CCMA AWARD** in Your favour that requires enforcement through an order of court;
45. An alleged **ACT** or **OMISSION** by You as employer, which gives rise to a claim against You by Your domestic employee/s;

#### BANKING, INSURANCE, PENSIONS, WILLS AND INVESTMENT MATTERS

Applicable to Policy A & C, Platinum A & C

46. **WRONGFUL WITHHOLDING** or **SHORT/LATE PAYMENT** of Your pension or retirement benefits;
47. **BREACH OF CONTRACT** or **UNLAWFUL CONDUCT** by a lender of the terms of a credit or loan agreement with You;
48. **WRONGFUL REJECTION** of Your claim under an insurance policy. That includes home and contents insurance, life insurance, funeral insurance, medical aid/health insurance, hospital plans, credit life insurance, but excludes any rejection by Us of an Insurance claim by You under this Agreement (see Section 14 for what You can do if You think that We have rejected Your Insurance claim without a good reason);

49. A wrongful or negligent **ACT** or **OMISSION** by a financial institution managing or holding a financial investment of Yours, and which act or omission gives rise to financial damages (this Insured Matter is restricted to investments up to the Maximum Financial Value shown in Your Schedule of Insurance);
50. The wrongful or negligent **DISTRIBUTION** of South African assets to which You are entitled in terms of a will or testamentary trust or the laws of intestate succession (dying without a will). This Insured Matter is restricted to assets up to the Maximum Financial Value shown in Your Schedule of Insurance;
51. The **DEATH** of a person who leaves a will or trust made in South Africa and in which You are a beneficiary and which gives rise to a dispute between You and other heirs about the terms of the will or trust (this Insured Matter is restricted to trust or deceased estate assets up to the Maximum Financial Value shown in Your Schedule of Insurance);
52. The negligent **CONDUCT** of an insurance broker, claims assessor or financial advisor;

#### CRIMINAL MATTERS

##### Applicable to Policy A, Platinum A

53. Subject to the exclusions referred to in Section 6, a criminal charge against You based on **AN ACT** or **OMISSION** concerning an Insured Matter which the prosecuting authority alleges was committed by You (whether You admit or deny it);

Please note: We do not pay any fines, penalties or bail money.

#### OTHER MATTERS

##### Applicable to Policy A & C, Platinum A & C

54. **AN ACT** by the State to declare you unfit to possess a firearm and related issues;

### SECTION 5: THE AGREEMENT, FAIRNESS AND COOLING-OFF PERIOD

#### 1. THE AGREEMENT

- a) This is a monthly Agreement between the Main Member and Us, for which a monthly premium is payable.
- b) When You deal with any Lawyer in connection with a claim under this Agreement, it is an agreement between You and that Lawyer to which We are not a party.
- c) You can cancel Your Membership at any time without any cancellation fees or penalties. See Section 13 (4) a).
- d) We can cancel Your Membership for the reasons set out in Section 13 (4) d) and Section 8 (5).
- e) Unless specifically modified, this Agreement applies to all optional product Addendums.
- f) All premiums, maximum limits and first amount payable are inclusive of all taxes/VAT.

#### 2. FAIRNESS

- a) Please note that an event which happened before or during the Waiting Period does not qualify for Insurance Cover. That is the case even if You were unaware of the event, or forgot that it happened, or You were aware of it, but did not realise that it could lead to a Case (see diagram: Example based on a Waiting Period of 1 (one) month).



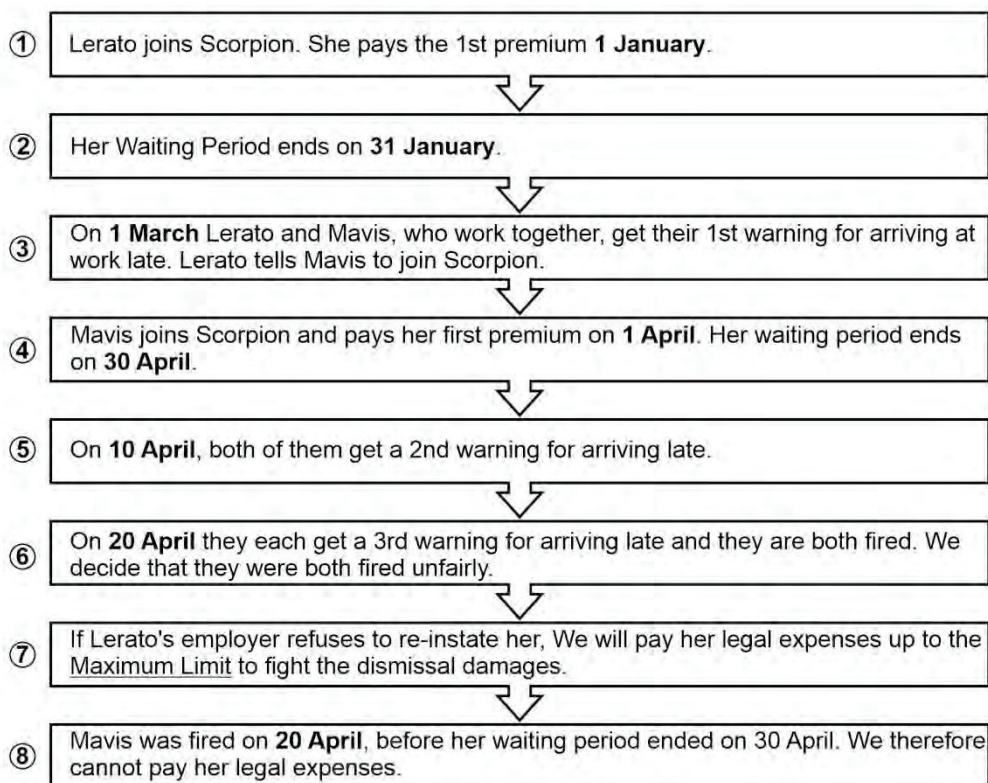
- b) Should We decide that Your matter does not qualify for Insurance Cover and You disagree with Our reasons, You can ask for an independent referee to review Our decision.

*See Section 14*

### 3. COOLING-OFF PERIOD

- a) If You cancel your Membership during the Waiting Period, We will refund the premiums You have paid only if You have not received any assistance (including Paralegal Services) under this Membership Agreement.
- b) If You cancel Your Membership after the Waiting Period, We will not refund any premiums You have paid, even if You did not receive any benefit, be it insurance or Paralegal services.  
*(Like home insurance, You cannot for example, claim a refund of premiums if Your home did not burn down while You were insured).*
- c) If We cancel Your Membership during the Waiting Period, due to non-payment of premiums, We don't refund any premiums.

#### EXAMPLE BASED ON A WAITING PERIOD OF 1 (ONE) MONTH



*However, even though Mavis' matter does not qualify for Insurance Benefits, We will support her with Para-Legal Services.*

*When we contact Lerato's employers to try to persuade them to re-instate her, We will do the same for Mavis.*

*If their employer refuses to re-instate them: Lerato's matter qualifies for payment of her legal expenses for a CCMA case subject to all the relevant conditions and limits.*

*Because Mavis' matter does not qualify, there is unfortunately nothing more that We can do for her. At least she had a fair chance to be re-instated because in many cases an employer would rather settle than face a court case.*

## SECTION 6: EXCLUSIONS

In addition to any exclusions set out in Section 4, a matter or dispute that arises out of, is based on or relates to any of the following does not qualify for Insurance Cover under Section 2 (2)) but We may provide the Paralegal Services referred to in Section 2 (1), unless We have specifically excluded it, as indicated in this Section.

1. Business activities and Your acts in any business as a director, public officer, agent, shareholder, partner, sole proprietor or part owner. This exclusion also applies to Paralegal Services;

“Business” means a company, close corporation, sole proprietorship, partnership, contractor/sub-contractor arrangement, agency, farming operation, professional practice, landlord, self-employment or any other activity by You with a profit, capital gain or dividend objective, which includes a financial investment by You in excess of the Maximum Financial Value shown in Your Schedule of Insurance and matters related to intellectual property like copyright, patents and trademarks.

2. Marriage, divorce, enforcement or annulment of a divorce order, alimony, maintenance disputes, maintenance investigations, enquiries or other proceedings related to custody of children, visitation rights, child support, guardianship, paternity, engagement or promise to marry and living together as husband and wife or as life partners;
3. A claim by You for defamation, insult, verbal abuse or any other infringement of Your personality, reputation or dignity (a claim against You is covered);
4. A claim by You that is of an emotional nature and does not affect Your Corporeal interests.

“Corporeal” means money or physical property.

5. The following exclusion also applies to Paralegal Services: Matters involving You as a member, public officer, trustee, executor, curator, agent or spokesperson of:
  - a non-profit company, institution or association;
  - a political party or similar movement;
  - a trust, deceased estate/similar entity;
  - a trade or similar union;
  - any other union or group of persons with a common cause or purpose;
6. A claim by You based on a surety, cession, assignment, novation, delegation or other derived right of recourse;
7. The drafting of any document. This exclusion also applies to Paralegal Services;
8. A matter related to mineral rights. This exclusion also applies to Paralegal Services;
9. Gambling, lottery and any awards in any form of competition;
10. A collective or class action;
11. An application to change Your personal status or the status, zoning or right of use of Your Permanent Residence. This exclusion also applies to Paralegal Services;
12. A rejection by Us of a claim by You for Cover under this Agreement;
13. Insolvency (bankruptcy). This exclusion also applies to Paralegal Services;
14. A dispute with a claim value less than the Threshold Value shown in Your Schedule of Insurance (which can be settled by the Small Claims Court), or a dispute for which an official dispute resolution service exists;
15. Debt Counselling proceedings and related applications in terms of the National Credit Act;
16. Any Case or matter directly caused by pandemics and any other natural or environmental disasters e.g. flooding and climate change. This exclusion also applies to Paralegal Services;
17. Lawful blacklisting and garnishee orders and placing Your financial affairs under the control of an administrator;
18. An application to a public service body or other person or institution to grant any license, permission or approval;
19. Foreigners’ residency, work permit, visa, refugee, asylum and citizenship matters;
20. Disciplinary enquiries at work where no legal representation is allowed;

21.If the interpretation of any law, regulation or document is the only issue in dispute in a civil claim by You, it is not covered. This exclusion also applies to Paralegal Services;

22.A cause of action which is vexatious or malicious, or a matter that is tainted with illegality;

23.Rates and taxes. This exclusion also applies to Paralegal Services;

24.Contempt of Court, civil disobedience, public disorder, unprotected strikes, lock-out, labour disturbance and similar labour actions;

25.War, martial law, mutiny, military coup or usurped power, rebellion or revolution;

26.Any activity or attempt to perform or bring about nuclear weapons or material, ionizing, radiation, or contamination from any nuclear waste or from the combustion of nuclear fuel. This exclusion also applies to Paralegal Services;

27.An unlawful protest, intimidation or threat of violence or force, to any public body;

28.Any occurrence for which a fund has been established in terms of the War Damage Insurance and Compensation Act, 1976;

29.An act aimed at promoting or frustrating economic, political, social or environmental change;

30.A criminal charge against You:

- a) Based on fraud in connection with this Agreement. This exclusion also applies to Paralegal Services;
- b) Where there is an option to pay a fine without a conviction being recorded against Your name;
- c) Which is not a Schedule 5 or 6 offence in terms of the Criminal Procedure Act and is similar to a charge resulting in a previous conviction against You in the 3 (three) years before the current charge;
- d) If in the 6 (six) years before the current charge You have 3 (three) or more previous convictions against You for any offence;
- e) If We have confirmed cover for Your legal expenses for the maximum number of offences shown in Your Schedule of Insurance (see Section 10);
- f) Which is a Schedule 5 or 6 offence, and, You have been convicted of such an offence in the 6 (six) years before the current charge. The Schedules refer to serious crimes and can be requested from Us;
- g) Involving a matter listed in Sub-sections 23 to 29;

31.Income tax matters regarding:

- a) Provisional taxpayers;
- b) Juristic persons/entities, including but not limited to sole proprietors;
- c) A matter in your capacity as directors of companies, members of close corporations, partners in partnerships or any participant/business partner involved in a relationship considered to be business and that conducts a trade or business or any business combination;
- d) Taxation of trusts, estates and body corporates;
- e) Taxation of persons acting in any representative capacity for example trustees, executors, curators etc.
- f) Taxation of beneficiaries of trusts and estates;
- g) Residents or non-residents of South Africa who have earned more than 50% of their income outside the borders of South Africa;
- h) Income earned in another currency other than South African Rand;
- i) Income earned from a company or juristic entity not registered within South Africa;
- j) Any other form of taxation including, but not limited to customs & excise queries, VAT etc;
- k) Making payment arrangements on your behalf for any outstanding amounts owing to SARS;
- l) Applications for tax directives and tax clearance certificates on your behalf or on behalf of juristic persons.
- m) Any tax matter incurring insurance benefits by or against SARS;
- n) Taxable income greater than R1 million per annum whether registered as a provisional taxpayer or not;
- o) Where You are not resident within the borders of South Africa;

32.“Load-shedding and water-shedding’, or any other act or omission by the Government, or any of its constituent parts, amounting to negligence or non-performance of its public obligations.

## SECTION 7: LEGAL EXPENSES WE PAY

1. The fees and expenses of Your Lawyer for a Case at Our Tariffs in force from time to time. The Tariffs are part of the Agreement;

“Case” means all Court, Tribunal or Arbitration Proceedings based on the same Relevant Events.

“Arbitration Proceedings” mean arbitration proceedings in terms of the Arbitration Act 42 of 1965.

2. Only if We agree in writing, the fees of a Lawyer for a 2nd opinion about Your chances of success. Generally, We will consider it only if new facts or circumstances are presented;
3. The cost of expert evidence and arbitrator’s fees that We agree to in writing;
4. Court fees or charges;
5. The legal expenses that the court orders You to pay to the other party (Your opponent) if You lose a Case;
6. The legal expenses of further action to force an unwilling or unable “loser” to obey a court order when You win a Case;
7. The legal expenses of an appeal or review if You lose a Case, but only if Your Lawyer agrees that Your chances of succeeding in the appeal or review are better than not succeeding;
8. If We have agreed to it, the costs of Your opponent in order to settle a Case;
9. We only pay legal expenses for a Case conducted and concluded in a court or tribunal in the RSA in respect of Relevant Events that happened in the RSA. “Conducted and concluded” means that the Case is initiated and finalised in a court in the RSA, which includes execution steps and any recovery associated with a Case.

## SECTION 8: LEGAL EXPENSES WE DON’T PAY

1. That are above the limits set out in Section 10;
2. That are higher than Our Tariffs;
3. For work done by Your Lawyer before We have issued a written Confirmation of Cover (unless We agree otherwise in writing);
4. That are duplicated because You changed lawyers without Our written agreement;
5. After the following actions or inactions by You which entitles Us to cancel Your Membership **with no obligation** to pay legal expenses not already incurred in a Case:
  - a) Without a reasonable explanation, You fail to respond to Our request or Your lawyer’s request for relevant information or instructions regarding a Case;
  - b) You withhold or give false or misleading information in relation to Your Insurance claim or a Case;
  - c) Without a reasonable explanation, You fail to co-operate or turn up for consultations or court appearances;
6. For any new matters that You report to Us after the Maximum Period to Report a Claim, shown in your Schedule of Insurance, after cancellation of Your Membership for any reason;
7. If You are joined with other persons in a Case (a joint or class action), We will pay only a portion of the legal expenses for which You are jointly liable. That portion is the same as the proportion that You are of the total number of persons, but only up to the Maximum Limit;
8. If You offer to pay the legal expenses of Your opponent to settle a Case, You are personally responsible for payment. We do not pay those legal expenses unless We agree in writing;
9. We do not pay legal expenses for negotiation, mediation or Alternative Dispute Resolution efforts or proceedings unless We agree otherwise in writing;
10. We do not pay legal costs that are punitive costs awards (e.g. costs awards against you by the court that serves as a punishment).

## SECTION 9: WHAT EXPENSES WE CAN CLAIM BACK OR RESTRICT

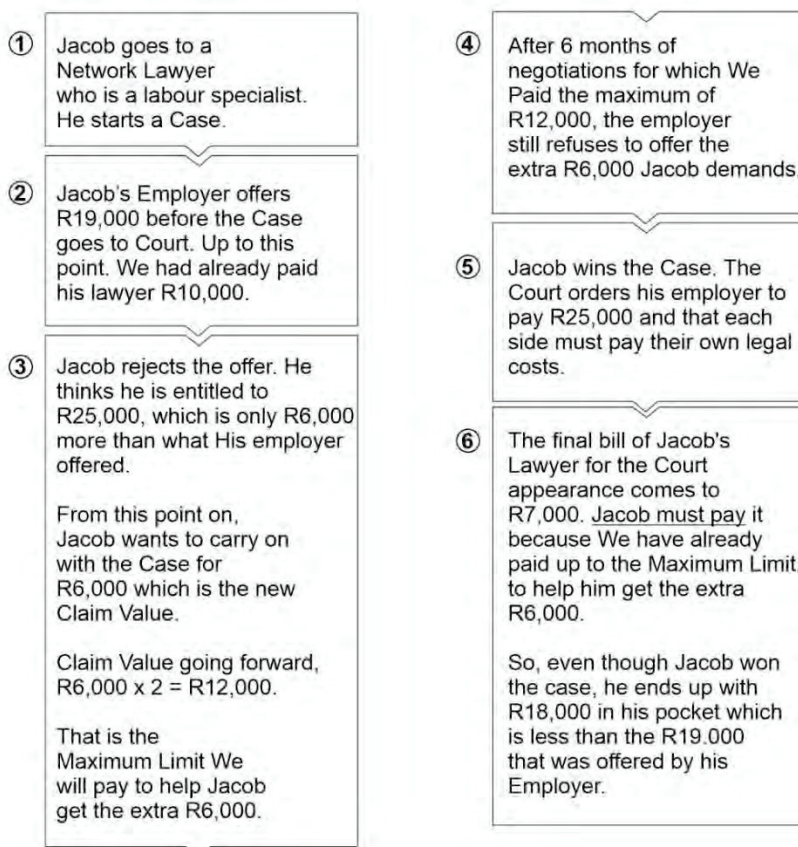
1. If a court orders Your opponent who loses a Case to pay all or some of Your legal expenses, then, if the amount that Your opponent must pay:
  - a) Is less than the legal expenses We paid, the total amount paid by Your opponent must be refunded to Us;
  - b) Is more than the legal expenses We paid, the total legal expenses We paid must be refunded to Us.
2. You agree that Your lawyer can refund Us when the money is received from Your opponent in terms of the Court Order.
3. If Your opponent does not pay for any reason, You give Us the right to claim it directly from that opponent in Your name.
4. We may at our discretion, require you at any time before or after payment of a claim to cede to us any contingent, future of actual right to claim any costs in respect of any proceedings covered by this Agreement.
5. We must be advised immediately if You receive a settlement offer. You may not accept or reject a settlement offer without Our written consent.
  - a) If You request Our consent to accept an offer, We may agree on condition that all or some of the legal expenses We paid, must be recovered from Your opponent.
  - b) If You request Our consent to reject an offer, We will set a limit on the legal expenses We will pay to carry on, as follows:
    - Because the dispute is now only about how much more You claim, We determine how much more We will pay to carry on as follows:
    - We multiply the amount or value of how much more You claim, by the Claim Value Multiplier, shown in Your Schedule of Insurance. We will pay up to that amount provided the Maximum Limit in terms of Section 10 is not exceeded. (see diagram in the next section "The Maximum Limits We Pay")
6. If You are covered against payment of legal fees under any other insurance policy our liability shall be limited to the prorated (rateable) portion of the total legal expenses incurred. (see diagram in the next section "The Maximum Limits We Pay").

## SECTION 10: THE MAXIMUM LIMITS WE PAY

1. All limits are the limits per Agreement, irrespective of how many Members are entitled to Insurance Cover under this Agreement.
2. The maximum that We will pay over any period of time as a Member, is the "Life Time Limit" shown in Your Schedule of Insurance.
3. The maximum that We will pay for a CIVIL or LABOUR Case, is the lowest of:
  - a) The Maximum Limit shown in Your Schedule of Insurance, or
  - b) The amount or value of Your claim multiplied by the Claim Value Multiplier (CVM) shown in Your Schedule of Insurance.
4. The maximum that We will pay for covered CRIMINAL Cases:
  - a) For a single Criminal Case We will pay up to the Maximum Limit.
  - b) For different Criminal Cases over any period of time as a Member, We will only pay for the Maximum Number of Offences shown in Your Schedule of Insurance.
5. The Maximum Limit per Case is for the combined total of all expense items under Section 7.

*The Claim Value "rule" is to encourage acceptance of reasonable offers to settle. It avoids disproportionate legal expenses when there is a risk of either a very small or no extra reward.*

Let's say Jacob sued his employer for R25,000 and the Claim Value Multiplier (CVM) is 2.  $R25,000 \times 2 = R50,000$  which is the maximum We will pay.



## SECTION 11: HOW TO CLAIM

### STEP 1

In legal matters, some laws have time limits to start or defend a Case. If You miss a deadline, **You may lose Your right to sue or defend.**

You must report a matter to Us as soon as possible. We are not responsible if You lose Your rights because You did not report a matter in time.

You can report a matter on the 24-hour LegalLine, at a Branch or at [legal@scorpion.biz](mailto:legal@scorpion.biz)

If Your issue is a labour or civil matter (not criminal), Our Legal Counsellors will try to resolve it on a reasonable basis.

If it is Covered and We decide that We cannot resolve it, or that it is complicated or requires immediate action, or it is a criminal matter, We will refer You to Our Network Lawyer or You can consult Your own Lawyer.

### STEP 2

If You have chosen a Network Lawyer, s/he will submit Our Official Claim Form (OCF) to Us on Your behalf.

If You choose another Lawyer, You or Your Lawyer must submit the OCF to Us. (See Step 3 - Second Option)

**We cannot process Your claim for Insurance Cover unless We have received the OCF. The OCF is available in a Branch, on [www.scorpion.biz](http://www.scorpion.biz) or on request.**

**PLEASE NOTE:** Once We have received the OCF, and before We can decide whether Your matter qualifies for Insurance Cover or not, We may request more information from You or Your Lawyer.

If it qualifies, We will issue a written Confirmation of Cover to Your Lawyer, but please note:

**We will not pay legal expenses incurred before We have issued a written Confirmation of Cover.**

### STEP 3 - FIRST OPTION

If You elect to choose a Network Lawyer, We have the information about who specialises in particular types of cases. You can request that information from Us. Network Lawyers have agreed to charge according to Our Tariffs and to assist You to comply with Your obligations under this Agreement.

Your Network Lawyer will deal directly with Us in connection with Your Insurance claim and there is no risk of being charged above the Tariffs, **which may happen under Step 3 - Second option.**

### STEP 3 - SECOND OPTION

If You have chosen a Lawyer who is not a Network Lawyer, You must provide Us with an Official Claim Form (if We have not received it yet), within 7 days of consulting with that Lawyer.

Please be aware that the Lawyer:

- may not be prepared to charge at Our Tariffs or,
- may not agree to assist You to comply with our reasonable requests for relevant information.

It is in Your own interests to clarify the 2 points above with Your Lawyer.

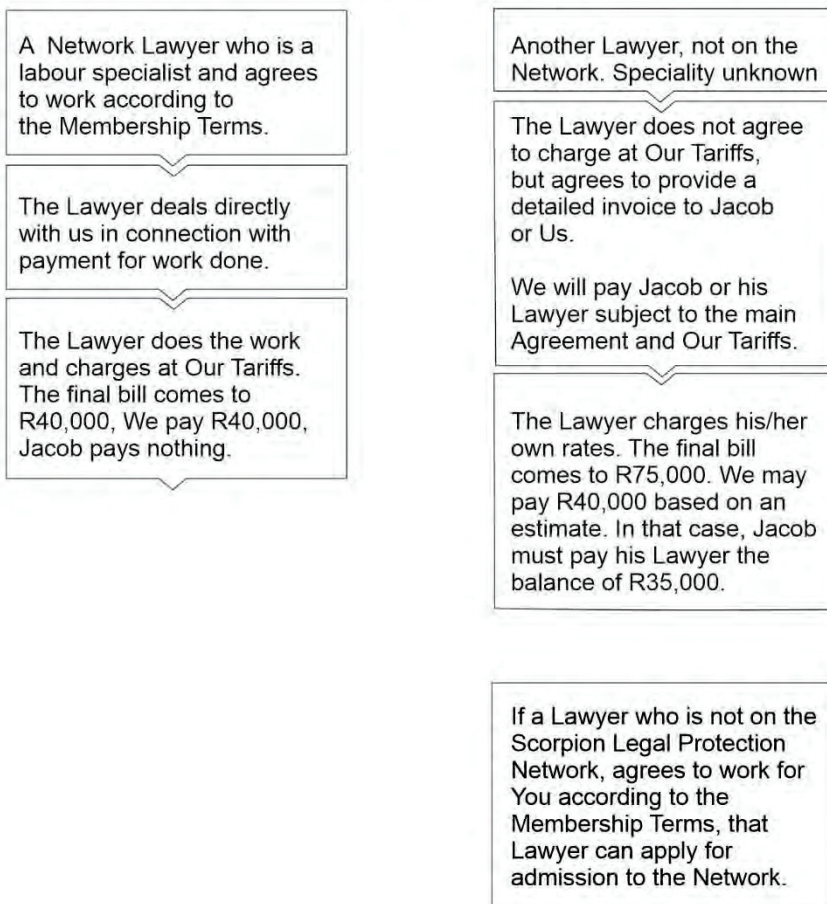
**If You or Your Lawyer do not provide Us with information We reasonably need to process Your Insurance claim, We will not pay any of Your legal expenses.**

If Your Lawyer agrees to co-operate but does not agree to charge at Our Tariffs, We will adjust the Lawyer's total charges to Our Tariffs and pay that amount.

You will then be **personally responsible** to pay the shortfall to your Lawyer out of Your own pocket.

Refer to Diagram below.

Let's say We could not persuade Jacob's employer to re-instate him and the Maximum Limit is R40,000. We will pay his legal expenses up to that limit.



## **SECTION 12: PAYMENT OF PREMIUMS, EXCHANGE OF INFORMATION, COMMUNICATION AND LENIENCY**

### **1. PAYMENT OF PREMIUMS**

- a) The monthly premium is due on the 1<sup>st</sup> day of every month, even though We may collect it at any time up to the end of a month.
- b) You must make sure that premiums are paid, even if someone else pays them on Your behalf.
- c) 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.
- d) If You pay by debit or stop order:
  - i) We do not pay the collection costs and any unusual additional fees or charges by Your bank;
  - ii) If You want Us to change or cancel Your debit or stop order arrangement, You must contact Us at least 30 days before the existing collection date.

### **2. EXCHANGE OF INFORMATION AND CONFIDENTIALITY**

- a) We are committed to protecting Your privacy and have thus implemented appropriate measures to keep Your information complete, secure, and accurate and in accordance with applicable privacy legislation.
- b) You agree to provide Your personal information to gain access to Our products and services and to allow Us to administer Your Insurance product and/ or to advance Your case.
- c) You agree that We can provide any information (including personal information), to Your Lawyer or applicable third party if it is needed to handle Your Case or if a law or Court requires us to do it.
- d) You agree that your Lawyer or any other person who has it can provide Us with any information (including personal information) which relates to Your insurance product or Case if it is needed.
- e) You are entitled to 1) request the details of Your personal information We have in Our records 2) request the details about the recipients of Your personal information, and 3) request for the amendment or deletion of Your personal information.

### **3. COMMUNICATING WITH YOU**

- a) We will send all general communications to the Main Member's contact details on record.
- b) We may send any document or communication that is part of, or that We issue in terms the Agreement, by mail, email, SMS, website, post, App or fax.
- c) If You change Your contact details You must please let Us know. We will send You an acknowledgement within 10 business days. Please let Us know if You do not receive it.
- d) If any Member communicates with Us about his/her Insurance claim, We will respond to that Member.

### **4. LENIENCY**

- a) If You do not comply with a term of this Agreement, We may overlook it. If We do, even if it is over a long period of time, it does not mean that We have to continue to be lenient.
- b) We keep Our rights to enforce any term of the Agreement at any time.

## **SECTION 13: PREMIUM INCREASE, CHANGE OF TERMS AND CANCELLATION**

### **1. PREMIUM INCREASE**

The monthly premium will increase every year on the anniversary date of when You first joined.



## 2. CHANGING THE TERMS OR INCREASING THE PREMIUM

- a) We may change any term of the Agreement on 31 days' written notice to You. If We do, it will apply only to Relevant Events that arise after the change. It will not affect Our existing obligations to You under the previous terms for Relevant Events that arose before the change.
- b) When We change a term or increase the premium, You accept that We can notify You in any reasonable manner at our discretion.
- c) An increase or change of term will be deemed effective from the date mentioned in the notice.
- d) If You do not accept the increase or the change of term, and You cancel Your Membership within 31 days of the increase or change of term, We will refund premiums received after the increase or change.

## 3. UNAUTHORISED CHANGES

None of Our employees may give any undertaking that deviates from the terms of the Agreement, except for a duly authorised ex-gratia payment.

## 4. HOW YOUR MEMBERSHIP CAN BE CANCELLED

- a) If You pay by cash, You can simply stop paying the premium. Otherwise, You can ask Your bank or employer to cancel Your direct debit or stop order deduction, or You can request Us to instruct you bank or employer to cancel it.
- b) We can cancel Your Membership without notice to You, if We do not receive a premium by 24h00 on the last day of the month in which it is due (a 31 days grace period).
- c) If We don't cancel, You agree that We may collect the number of unpaid premiums showed in Your Schedule of Insurance and,
  - i) If We collect unpaid premiums, You will be treated as if You paid all premiums on due date;
  - ii) If We fail to collect unpaid premiums, Your Membership will be cancelled with effect from the 1st of the 1st month that the premium was not collected;
  - iii) If We have cancelled as above, and collect or receive a premium at any time after that, it amounts to entering into a new Agreement.
- d) We can cancel Your Membership on 31 days' notice to You, for any other reason at Our discretion. If We inadvertently collect or receive a premium after such a cancellation, it does not amount to entering into a new Agreement and We will refund that premium.
- e) If Your Membership is cancelled for any reason, except if it is in terms of Section 8 (5), it will not affect Our obligations to pay Your legal expenses up to the finalisation of a Case, in respect of matters that qualify and that You Reported to Us before "The Maximum Period after Cancellation to Report a Claim" referred to in Your Schedule of Insurance.
- f) We have no obligation to accept You as a Member again at any time after Your Membership has been cancelled for any reason.

## SECTION 14: DISPUTES AND COMPLAINTS

- 1. If We decide that a claim by You does not qualify for any payment, or only qualifies for payment of a portion of Your legal expenses, We will inform You (together with Our reasons). It will be within 10 days after being placed in possession of all the information We have reasonably requested. You then have 90 days from the date We inform You, to let Us know in writing if You object and do not agree with it.
- 2. We will reconsider the matter and let You know Our decision within 10 days of receiving Your objection. If We still decide not to pay what You claim and Our decision:
  - a) is based on the fact that You did not pay a Premium due, or due to the fact that the Relevant Event occurred before the end of the Waiting Period, Our decision is final.
  - b) is based on any other reason, and You request it in writing, We will pay an Independent Referee nominated by Us, to review it. S/he will review Our decision and give Us a recommendation.

"Independent External Referee". We mean a Lawyer who is not on our Lawyer Network and with a minimum of 7 years legal experience
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3. We do not have to follow the recommendation of the External Referee, but it will be carefully considered. We will inform You of the Referee's recommendation and of Our final decision, within 15 days after We receive the recommendation.
4. Nothing in this Agreement prevents You from starting a Case against Us at Your own cost. However, You must do it within 365 days of the date on which We informed You for the first time, of any decision concerning this Agreement that You do not agree with. You lose Your rights to take action against Us after the 365-day period.

#### **SECTION 15: LEGAL EXPENSES ACCIDENTAL DEATH (LEAD)**

1. This Insurance benefit is an integral part of the Agreement and only applies to the accidental death of the Main Member. It cannot be bought as a stand-alone policy.
  2. If the Main Member suffers from an Accidental Death, We will pay a lump sum in cash to the beneficiary appointed by the Main Member. The amount is shown in Your Schedule of Insurance.
  3. The cash payment is to fund the legal costs of reporting and winding up of the deceased estate, dealing with debtors (including Workman's Compensation and the Road Accident Fund if applicable) and creditors (including estate duty) and obtaining expert financial, legal and tax advice.
  4. The cash payment will be made to the nominated beneficiary shown in Your Schedule of Insurance, if that Beneficiary is 18 years or older. If not, or if nobody is nominated as a beneficiary, the lump sum will be paid into the deceased estate.
  5. By "Accidental Death" We mean death in the RSA as a result of a sudden, violent and unforeseeable:
    - Road traffic or transport related accident
    - An accident while performing Your duties as an employee
    - An accident at Your Place of Residence or while on holiday or visiting friends
    - An accident while shopping or visiting places of entertainment or other public places for personal and private purposes
    - Assault or murder
    - Medical negligence
- Please note: Death by natural causes and suicide are not accidental.**
6. This Insurance benefit is conditional on Us receiving the LEAD Claim Form which forms part of this Agreement, within the period after death, shown in Your Schedule of Insurance.
  7. Additional conditions may apply to this benefit. In that case, they are shown in Your Schedule of Insurance and/or the LEAD Claim Form.

#### **SECTION 16: TOTAL AND TEMPORARY DISABLEMENT AND RETRENCHMENT**

1. This benefit is an integral part of the Agreement. It cannot be bought as a stand-alone policy.
2. If the Main Member is retrenched or becomes totally and temporarily disabled to work (TTD) after a Period of Continuous Paid-Up Membership shown in Your Schedule of Insurance:
  - a) Your Membership will be treated as Paid-Up for the Maximum TTD Number of Months shown in Your Schedule of Insurance;
  - b) During this period, while out of work, You don't have to pay the premiums.

#### **Conditions**

- c) You must provide Us with proof of the retrenchment or disablement;
- d) The disablement must be due to an Accident;
- e) The maximum period within which You must report the retrenchment or disablement, is shown in Your Schedule of Insurance.

## SECTION 17: PERSONAL INCOME TAX

1. This Benefit is an integral part of the Agreement. It cannot be bought as a stand-alone policy.
2. **Policy A and Platinum A** main members and spouses who are in possession of a green bar-coded identity document or new identity card qualify for tax advice and assistance from our in-house tax practitioners for the following South African Revenue Services (SARS) personal income tax matters:
  - The completion and electronic submission of Your annual personal income tax return.
  - The submission of supporting documents
  - Understanding your SARS notice of assessment (ITA34)
  - Understanding tax calculations
  - Checking the status of tax accounts with SARS
  - Helping to interpret the SARS Income Tax Act and the Tax Administration Act, and the SARS tax self-help guides
  - Tax registration advice if you are an individual personal income tax payer
  - Querying outstanding personal income tax returns.
  - SARS audits
  - Lodging SARS objections
  - Penalties and interest raised by SARS
  - Identity theft
  - SARS garnishees (IT88)
  - Tax implications on pension and provident fund pay-outs
  - Liaising with employers regarding the cancellation of duplicate IRP5 certificates or correcting mistakes on issued IT3 / IRP5 certificates
  - Liaising with employers on queries with regard to incorrect PAYE deductions, obtaining IRP5 or IT3 certificates
  - General tax queries
3. **Policy B & C and Platinum B & C** members and spouses qualify for tax advice only.

## **OPTIONAL ADDENDUMS**

### **PLATINUM MEMBERSHIP ADDENDUM**

1. This Addendum is subject to the terms and conditions of the Scorpion Membership Agreement, except as modified in Your Schedule of Insurance and below
2. In consideration of the Platinum premium in force from time to time:
  - a) The Maximum Limit will be increased depending on your chosen policy;
  - b) The increased Maximum Limit applies only to Relevant Events that happen after the Platinum Waiting Period shown in Your Schedule of Insurance;
  - c) The Premium, Maximum Limit per Case, Life Time Limit and Claim Value Multiplier are shown in Your Schedule of Insurance;
  - d) The LifeTime Limit is calculated on the premium in force at the time of calculation.

### **EXTENDED FAMILY PROTECTION MEMBERSHIP ADDENDUM (EFP)**

#### **Applicable to Policy A & Platinum A**

1. This Addendum is subject to the terms of the Main Membership Agreement, except as modified in Your Schedule of Insurance and below.
2. In consideration of the EFP premium in force from time to time, "Family Members" include the persons shown in the Schedule of Insurance as the nominated:
  - a) Biological parents or adoptive parents who are sixty years of age or older, of the Main Member;
  - b) Biological parents or adoptive parents who are sixty years of age or older, of the Main Member's Spouse.
3. The Maximum Limit per nominated person is shown in Your Schedule of Insurance.



# SERVICE POINTS

## Branch network



### Full-service branches

Our full-service branches are located nationwide. What makes our full-service branches different from our 24-hour legal contact centre and express branches is that at a full-service branch you can have a face-to-face consultation with one of our legal advisors, you can collect your membership card, newsletter, policy document and also pay your premiums at selected branches.



### Express branches

Express branches are usually hosted offices located in remote areas where there are no full-service branches nearby.

Our express branches have consultants who can assist in sending through any documentation required.

Find your closest branch on our website at [www.scorpion.biz](http://www.scorpion.biz) or call 0861 333 333.

## Contact centre



### Telephone

You can talk to us by calling **0861 333 333**.

## Digital portals



### Website

On our website you can find all the latest newsletters, scam alerts, videos, legal articles or you can contact us with any queries.

To use our website, go to [www.scorpion.biz](http://www.scorpion.biz).



### LiveChat

LiveChat is an instant messenger service on our website ([www.scorpion.biz](http://www.scorpion.biz))

Our LiveChat customer service agents will either attend to your queries directly or link you to the relevant department for query resolution.



### Facebook

Like our Facebook page and you can get legal advice and feedback on your case, query your policy details, get regular legal tips and news and stay up-to-date with the latest scam alerts or just chat to us.

Our Facebook customer service agents will either attend to your queries directly or link you to the relevant department for query resolution.



### WhatsApp

Simply save our number 011 842 7890 to your contacts then send "Hi" and you'll get a list of menu options to choose from.

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