

VALUE ADDED SERVICES - LEGAL ADVICE

LEXAssist

SERVICE EXPLANATION

The Service Provider shall offer a broad based service that affords Beneficiaries with legal assistance within the Territorial limits by admitted attorneys being either internal advisers or external practicing attorneys including:

1. A 24-hour telephonic legal advice line;
2. A document service;
3. A direct legal consultation service.

DEFINITIONS

Beneficiary means the Insured's employees or guests/customers but limited to such events arising whilst a guest or customer receives service from the Insured.

Service Provider shall be the service provider stated in the Value Added Services schedule.

Territorial limits shall mean beneficiaries domiciled and whilst in the borders of the Republic of South Africa and Namibia.

SERVICES PROVIDED

The service includes telephonic advice and guidance through a free 30-minute consultation on matters such as:

1. Understanding the terms and conditions of insurance policies including but not restricted to this insurance policy;
2. Employment contracts and general working conditions;
3. Standard legal documents;
4. Credit rehabilitation;
5. Domestic workers agreements and conditions of the Unemployment Insurance Fund (UIF);
6. Labour Law Advice;
7. Instituting a claim against the Road Accident Fund.

PROCEDURE TO RECEIVE THE LEGAL ADVICE

1. The Service Provider's 24-hour advice line initially serves as a portal for beneficiaries who have legal enquiries.
2. The advice line can be contacted by calling the number contained in the Value Added Services schedule.
3. Upon receiving a call, an adviser, based on the nature of the matter, will consider the best method to deal with the enquiry including the following alternatives:
 - 3.1 Deal with the matter expeditiously by providing advice and solving the query, or;
 - 3.2 Inform the caller that the matter is of such a nature that the adviser requires an opportunity to research the law or to discuss it with a colleague who may be more knowledgeable on the topic after which, the adviser would return the beneficiary's call, or;
 - 3.3 Forward a standard legal document to the beneficiary for the latter to use in the matter at hand, or;
 - 3.4 Recommend that the beneficiary consult with an attorney who, or whose firm is part of a national panel of attorneys who render such services for a 30 (thirty) minute free consultation, or;
 - 3.5 If a beneficiary chooses the free consultation in 3.4, the relevant adviser will explain to the beneficiary that, after the consultation, it will be the beneficiary's prerogative to further instruct the attorney. If he does instruct the attorney, he will be in a position to negotiate the fees with the attorney. Types of fees between attorneys and clients vary, but they include regulated fees, attorney/client fees, fees at commercial rates and contingency fees. If a beneficiary has any doubt as to what type of fees to agree to, contact can again be made with the 24-hour advice line.
4. All calls are logged for future reference should a party have a valid reason that a call be retrieved.

MEMORANDUM AND CONDITIONS

1. This wording is to be read in conjunction with the Value Added Services schedule.
 2. This Value Added Service is not an insurance cover in terms of the Short Term Insurance Act 53 of 1998 (as amended) and is limited to a business support service for policyholders of Santam. By dialling the number reflected on the policy schedule access is gained through an independent call centre to the services reflected above.
 3. This service is to be read independently of the rest of the Santam insurance policy wording(s) and no reference shall be made to the terms and conditions of such insurance policy wording.
 4. This contract / service may be cancelled at any time:
 - 4.1 by the Service Provider or Santam after giving 31 days' notice in writing of their intent to do so, or
 - 4.2 by the Insured who may give immediate notice to cancel or notice to cancel at a future date.
 5. This contract and all benefit hereunder will automatically terminate at the same time as the underlying insurance policy through Santam is terminated, it being a condition that these services shall only be available whilst such underlying policy remains in force. Although these Value Added Services can only remain active as long as your underlying insurance is active with Santam, there is no obligation to keep these services active should the need no longer exist and they can be cancelled at any time without affecting your underlying insurance cover.
 6. The Service Provider may improve the cover or the terms under this contract without providing prior notice of such change provided such change is to the benefit of the Insured. Other amendments required by the Service Provider will be implemented:
 - 6.1 at the annual renewal/anniversary date; or
 - 6.2 at any other time by giving 31 days' notice in writing of the Service Providers' intent to do so.
 7. All benefit under this contract is conditional on all premiums due hereunder being paid and up to date.
 8. Notwithstanding the fact that Santam Limited will closely monitor the service provided by this facility to ensure that it meets our expectations and standards for our clients, due to:
 - 8.1 the call centre being an independent business enterprise;
 - 8.2 the Service Providers being independent legal entities;
 - 8.3 any financial consideration received under this service being paid across to the independent Service Providers
- Santam Limited
- a) is not responsible whatsoever for the quality of any service rendered through this facility;
 - b) shall not be liable whatsoever for death, bodily injury or illness of any person as a result of any service rendered or not rendered as intended;
 - c) shall not be liable whatsoever for loss (direct or consequential), liability, damages or damage to property as a result of any service rendered or not rendered as intended.

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