

SOLDIER'S LEGAL GUARD (SLG) **MEMBERSHIP CERTIFICATE SCHEDULE**

(This SLG Membership Certificate Schedule is Issued to a SANDU member who is a Certificate Holder of the SLG Membership Benefit, in terms of the provisions of the SLG Legal Costs & Expenses Insurance Cover Policy, which Policy is underwritten by Constantia Insurance Company Limited, Registration Number: 1952/001514/06)

INTRODUCTION

1. This document is the SLG Membership Certificate Schedule, issued by the Administrator to a Certificate Holder, together with the SLG Membership Certificate, as specified in the SLG Legal Costs & Expenses Insurance Cover Policy, which benefit the South African National Defence Union extends as a Membership Benefit to its members.
2. This SLG Membership Certificate Schedule represents the SLG Legal Cost and Expenses Insurance Cover Benefit (SLG Membership Benefit).
3. An SLG claim will be paid in respect of the Insured Event subject to:
 - a. all the Terms, Conditions and Exceptions of this SLG Membership Certificate Schedule being adhered to;
 - b. the SLG Membership Certificate Schedule having been issued;
 - c. the payment of Premium, by the Insured, and the payment of the SLG Membership Fee Contribution, by the Certificate Holder, to the Insured, as well as

the acceptance thereof as defined in the SLG Membership Fee Contribution and Due Date Clause;

- d. the Insured Event occurring during the Period of Insurance;
- e. the Limit of Indemnity;

DEFINITIONS

4. In this SLG Membership Certificate Schedule, the following words shall have the following meaning:

a. **Policy**

Shall mean the SLG Legal Costs and Expenses Insurance Cover Policy, entered into between the Insurer and the Insured.

b. **SLG Membership Certificate Schedule**

Shall mean this Schedule issued together with the SLG Membership Certificate, which shall capture the terms and conditions between the Insured and the Certificate Holder, issued by the Administrator to the Certificate Holder, concerning the SLG Legal Costs and Expenses Cover that is provided by the SLG Legal Costs and Expenses Insurance Cover Policy.

c. **Insurer**

Shall mean Constantia Insurance Company Limited, registration number 1952/001514/06.

d. **Insured**

Shall mean the South African National Defence Union (SANDU), registration number DS/R/104/MTU1, in whose name the Policy and the Schedule are issued.

e. **SLG**

Shall mean Soldier's Legal Guard.

f. **United Legal Assistance of South Africa (ULASA)**

Shall mean the Insured's Legal Division, ULASA, who already provides only legal advice to SANDU's members, for payment of the members' monthly SANDU membership fee contributions. In addition to this legal advice, ULASA's Legal Advisors are to provide certain SLG services as contained in this SLG Membership Certificate Schedule, to the members of SANDU, in accordance with this SLG Membership Certificate Schedule.

g. **Soldiers Legal Guard (SLG)**

Shall mean the Soldier's Legal Guard Membership Benefit.

h. **SLG Membership Benefit**

Shall mean the Soldiers Legal Guard Membership Benefit, a Legal Cost and Expenses Insurance Cover Benefit, for which purposes this SLG Membership Certificate Schedule is issued.

i. **Administrator**

Shall mean Westside Trading 136 (Pty) Ltd, trading as “Uni Guard”, with registration number 2004/007825/07, being a Shareholder in Guardian Soldier Services (Pty) Ltd, as represented by Cornelius van Niekerk, ID 650811 5022 085, or in his absence his duly appointed representative, as duly appointed and mandated by the Insurer to act as its Administrator, as prescribed in the Policy.

j. **Insured’s Certificate Holder**

Shall mean a member of the Insured whose SANDU membership had been extended with this SLG Membership Benefit, which the Insured offers to its members. Provided that, the Certificate Holder’s dependants (spouse and/or children), as stated by the member, in writing, and forwarded to the Administrator are also covered under this SLG Membership Certificate Schedule, as specified, provided that the provisions of the Dependants clause are complied with and the member’s SLG Membership Fee Contribution has been paid to the Insured.

k. **SLG Membership Certificate**

Shall mean the certificate issued, together with this SLG Membership Certificate Schedule, by the Administrator, to the Certificate Holder.

l. **Legal Representative**

Shall mean the Lawyer or appropriate qualified person, firm or company nominated/appointed by

the Administrator to act on behalf of the Certificate Holder in terms of this SLG Membership Certificate Schedule, in respect of a Certificate Holder's claim.

m. **Legal Advisor**

Shall mean the Legal Advisor employed by the Insured within ULASA to provide legal advice to the members of SANDU and/or certain SLG services as contained in this SLG Membership Certificate Schedule, to the members of SANDU, in accordance with the SLG Membership Certificate Schedule for which purposes this SLG Membership Certificate Schedule is issued.

n. **Insured Event**

Shall mean the incident or the cause of action or the start of a series of incidents which may lead to SLG Legal Costs and Expenses being paid, thus giving rise to an SLG claim being made under this SLG Membership Certificate Schedule, by the Insured's Certificate Holder. For the purpose of the Limit of Indemnity, no claim or claims for any incident, or the cause of action, or the start of a series of incidents, which are related by cause or by time, shall exceed the limit of indemnity.

o. **SLG Legal Costs and Expenses**

Shall mean the fees, costs and disbursements reasonably, properly and necessarily incurred by the Legal Representative, all in accordance with the provisions of this SLG Membership Certificate Schedule.

p. **Proceedings**

Shall mean the pursuit or defence of civil, criminal or labour related proceedings in respect of an Insured Event only within the Republic of South Africa. Provided that the pursuit or defence of labour related proceedings shall be restricted to the Certificate Holder (i.e. SANDU member) personally.

q. **Recoupment of Costs**

Shall mean such portion of the Insured's Certificate Holder's Legal Costs and Expenses, made payable to the Insured's Certificate Holder in terms of an order by a Forum or in terms of a settlement during the course or at the close of Proceedings.

r. **Forum**

Shall mean a Court of Law, which shall include a Military Court, or a Tribunal, or any other Forum approved by the Administrator in writing.

s. **South Africa**

Shall mean the Republic of South Africa.

t. **Third Party**

Shall mean the opposing side in Proceedings.

u. **SLG Membership Fee Contribution**

Shall mean the amount stated on the SLG Membership Certificate, as may be adjusted from time to time in accordance with the provisions of this SLG Membership Certificate Schedule, to be

paid by the Insured's Certificate Holder, to the Insured, in order to qualify for the SLG Membership Benefit, being the monthly amount to be paid by the Insured's Certificate Holder to the Insured.

v. **Period of Insurance**

Shall mean the period specified in this SLG Membership Certificate Schedule and is the period during which the Schedule is valid and for which the Premium has been paid on due date.

w. **Guardian Soldier Services (Pty) Ltd**

Shall mean Guardian Soldier Services (Pty) Ltd, with registration number 2000/023378/07, established to undertake the administration of this SLG Membership Benefit, as directed by the Administrator and is governed and managed by the Administrator.

x. **Dependants**

i. Shall mean –

- (1) the legitimate spouse of a Certificate Holder proof of which must be forwarded to Administrator, by the Certificate Holder, on request of the Administrator;
- (2) a child of a Certificate Holder who is of necessity not self supporting and permanently part of a Certificate Holder's household, proof of which must be forwarded to Administrator, by the Certificate

Holder, on request of the Administrator: Provided that such child –

- (a) has not attained the age of 18 years and is still attending school; or
 - (b) is 18 years or older but has not yet attained the age of 21 years and is a full-time student studying towards obtaining Grade 12; or
 - (c) is 18 years or older but has not yet attained the age of 21 years and a registered student at an accredited education, training and development service provider or accepted institution, in the sole discretion of the Administrator, for post-school education; or
 - (d) is mentally or physically disabled to such an extent that he is permanently dependant on the Certificate Holder.
- ii. For purpose of this SLG Membership Certificate Schedule and the definition of “dependants”, “child” shall mean any –

- (1) natural child of a Certificate Holder, born in wedlock;
- (2) natural child of an unmarried Certificate Holder or a child born outside of marriage, provided that if the Certificate Holder is –
 - (a) the natural mother of the child, the status of the child is proved to the satisfaction of the Administrator by means of a birth certificate; or
 - (b) the natural father of the child, the status of the child is proved to the satisfaction of the Administrator by means of scientific paternity tests;
- (3) natural child of an unmarried Certificate Holder born out of wedlock and later legitimised by the subsequent marriage of the Certificate Holder with the other natural parent as contemplated in section 4 of the Children's Status Act, Act No. 82 of 1987;
- (4) adopted child of a Certificate Holder as defined in section 1 of the Child Care Act, Act No. 74 of 1983; or

- (5) natural or adopted child for whom a Certificate Holder is legally responsible or liable in terms of a divorce or maintenance court order.

CLAIMS AND INSURED EVENTS

5. The following Insured Events are covered, provided that all the provisions of this SLG Membership Certificate Schedule have been adhered to:

- a. a civil action instituted by or against the Insured's Certificate Holder in his personal capacity;
- b. a criminal action instituted against the Insured's Certificate Holder;
- c. legal action instituted by or against the Insured's Certificate Holder personally, pertaining to an issue regarding his contract of employment;
- d. legal action relating to the Insured's Certificate Holder in connection with child maintenance matters (In this regard, the Certificate Holder will only be indemnified once, regarding SLG Legal Costs and Expenses Cover).

6. Provided further that no legal action may be instituted and/or Legal Representatives be furnished with instructions and/or Legal Costs and Expenses incurred, in connection with any of the above mentioned occurrences, without the prior written consent of the Administrator.

GENERAL TERMS AND CONDITIONS

7. Observance of Terms

The due observance and fulfilment of the terms, conditions and endorsements of this SLG Membership Certificate Schedule insofar they relate to anything to be done or complied with by the Insured, its Certificate Holder, the Legal Advisor and the Legal Representative shall be conditions precedent to any liability of the Insurer, as well as the mandate of the Administrator, to make any payment under this SLG Membership Certificate Schedule.

8. Specific Terms and Gender

Any meaning given to a specific word or term will have that meaning wherever it occurs. Any reference to the masculine includes the feminine and any reference to the singular includes the plural.

9. Cession or Assignment of this SLG Membership Certificate Schedule

This SLG Membership Certificate Schedule issued to the Insured's Certificate Holder, may not be ceded or assigned to anyone else.

10. Period of SLG Membership Benefit and Renewal of SLG Membership Certificate Schedule

This SLG Membership Certificate Schedule is valid for 30 days, provided that the SLG Membership Fee Contribution has been paid to the Insured, by the Certificate Holder. The Certificate Holder must ensure that the SLG Membership Fee Contribution is paid as prescribed in this SLG Membership Certificate Schedule. The SLG Membership Certificate Schedule is a monthly contract between the

Insured and its Certificate Holder. The period of the SLG Membership Benefit is therefore with effect from the inception date to 24:00 on the last day of the month and monthly thereafter. This SLG Membership Certificate Schedule is automatically renewed on a monthly basis, provided that the Certificate Holder pays his SLG Membership Fee Contribution to the Insured on the Due Date.

11. SLG Membership Fee Contribution and Due Date

- a. The Certificate Holder shall pay his SLG Membership Fee Contribution monthly, by means of a salary deduction via the Persol system or similar salary deduction system, to the Insured. Such SLG Membership Fee Contribution, deducted from a Certificate Holder's salary, during a specific month, is for membership of that month, the Due Date of the SLG Membership Fee Contribution therefore being either in the middle or at the end of that month.
- b. If the SLG Membership Fee Contribution is not received on the latest Persol deduction system or similar salary deduction system, no SLG Legal Costs and Expenses Cover Benefits will be afforded pertaining to any Insured Event that arose during this 30 day period and/or any SLG claim that is to be instituted, by the Certificate Holder, during this 30 day period, provided that such arrears is first settled with the Insured.
- c. If the SLG Membership Fee Contribution was not received for a specific month in which the Insured Event occurred, the Certificate Holder will enjoy no Legal Costs and Expenses Cover benefits for an Insured Event that occurred during that month.

- d. If a Certificate Holder's SLG Membership Fee Contribution had not been received for a specific month and or months to follow, the Administrator may decide to allow the Insured to endeavour to collect such arrears up to six months, provided that no Legal Costs and Expenses Cover Benefits will be provided to a Certificate Holder, during this period that the SLG Membership Fee Contribution is unpaid.
- e. The Certificate Holder's SLG Membership Benefit will automatically be cancelled after the sixth failure of contribution and shall be deemed to be cancelled with effect from the last day of the month for which the SLG Membership Fee Contributions have been received. There is no obligation on the Administrator to advise the Certificate Holder of such cancellation.
- f. If a Certificate Holder's SLG Membership Benefit had been cancelled, for whatever reason, the Administrator may at its sole discretion reinstate the SLG Membership Benefit, but subject to re-registration from the date of reinstatement where such reinstatement date is considered to be the new inception date of the SLG Membership Benefit.
- g. If it can be proven by the Certificate Holder and/or the Insured that the non-payment of the SLG Membership Fee Contribution is due to an error of the Certificate Holder's employer, or the Persol salary system or similar salary deduction system, the Certificate Holder's SLG Membership Benefit can be reinstated by the Administrator, as if it had not lapsed.

- h. In the event of a SLG claim being made, all unpaid SLG Membership Fee contributions will first become payable and the monthly SLG Membership Fee Contribution will remain payable until the completion of that particular case.

12. Amendments and Cancellation of the SLG Membership Certificate Schedule

- a. The SLG Membership Benefit is automatically linked to SANDU membership. A member cannot cancel his SLG Membership Benefit independent from his SANDU membership.
- b. SANDU membership (and thereby also this SLG Membership Certificate Schedule) may be cancelled at any time by the National Secretary of the Insured by giving 30 (thirty) days and by the Certificate Holder by giving 90 (ninety) days prior written notice to the other party of such cancellation. This SLG Membership Certificate Schedule will continue to the end of the notice period, following the month during which such notice of cancellation is given, as the case may be.
- c. The Insurer has the right to change any Term and/or Condition of this SLG Membership Certificate Schedule, by giving the Insured and/or the Certificate Holder/s 30 (thirty) days written notice thereof, via the Administrator, in terms of the Policy and this SLG Membership Certificate Schedule. It is the function of the Administrator to advise the Insured and/or the Certificate Holder/s accordingly. All amendments and such communications to the Insured and/or its Certificate Holder will be deemed to have been duly sent and received if it has been sent to the postal address as

stated in the Schedule and the Certificate Holder's address as reflected on the Insured's database system.

- d. If the Insurer changes any Term and/or Condition of this SLG Membership Certificate Schedule and the Certificate Holder fails to cancel the SLG Membership Certificate Schedule, in writing, it shall mean that the Certificate Holder accepted the amended terms and/or conditions.

13. **Limit of Indemnity**

Notwithstanding the provisions of this SLG Membership Certificate Schedule:

- a. The SLG Legal Costs and Expenses payable in respect of a claim shall not exceed the monetary value of the claim amount of the Proceedings, either against or for the Insured's Certificate Holder.
- b. The Insurer will not be liable and the Administrator not allowed paying more than the Limit of Indemnity as specified in this SLG Membership Certificate Schedule, irrespective of Recoupment of Costs, in respect of any one occurrence giving rise to an Insured Event. The Certificate Holder shall be liable for any amount in excess of the Limit of Indemnity.
- c. No claim or claims for any incident, or the cause of action, or the start of a series of incidents that are related by cause or by time shall exceed the limit of indemnity.

- d. The SLG Membership Benefit shall not cover any amounts awarded against the Certificate Holder in respect of the following:
- i. damages;
 - ii. interest;
 - iii. fines;
 - iv. bail monies;
 - v. any other penalty;
 - vi. any payments of debt; and
 - vii. Cost orders by a Court or a Forum.

14. **Waiting Period**

Notwithstanding the inception date of this SLG Membership Certificate Schedule, cover only commences after payment of the Certificate Holder's first SLG Membership Fee Contribution. Any consequence of any insured event prior to receipt of the first SLG Membership Fee Contribution shall not be covered.

15. **Arbitration**

- a. If a dispute arises between the parties and/or any of the parties and an Insured's Certificate Holder, in respect of the SLG Legal Cost and Expenses Insurance Cover afforded by this SLG Membership Certificate Schedule, the matter shall be referred to an independent arbitrator (an attorney or advocate), appointed by the Administrator, as agreed by all

parties. Failing such agreement, the arbitrator will be appointed by the President of the Law Society or its successor in title.

- b. The Administrator may in its sole discretion instruct the arbitrator to conduct the arbitration in an informal manner, doing away with such formalities and rules, procedures and evidence as is required or allowed under the Arbitration Act. However, such arbitration shall be in accordance with the Arbitration Act.
- c. Such arbitration shall be held at the time and place specified by the Administrator.
- d. The arbitrator's findings shall be final and binding on all parties.
- e. For the purposes of the Clause that deals with Prospects of Success, the arbitrator shall act as an expert and his decision shall be final and binding.
- f. Provided that, if the arbitration is on the insistence or the request of the Certificate Holder, the Certificate Holder shall provide security for the costs and expenses of the arbitration, to the satisfaction of the Arbitrator, before such arbitration proceedings shall commence.

16. **Termination of Employment/SANDU Membership**

If the Insured's Certificate Holder's employment and/or SANDU membership is terminated while a Legal Advisor and/or Legal Representative is handling a matter on his behalf, the cover will continue until completion of that particular case provided that the SLG Membership Fee Contributions remain paid up and/or alternative

arrangements had been made with the Administrator, which arrangements will first have to be approved by the Insurer, in writing, before continuing with that particular case.

17. Consent for the Sharing of Information

The Certificate Holder hereby waives any right to privacy in documentation of any nature, as well as any insurance and similar SLG Membership Certificate Schedule information provided by or on behalf of the Certificate Holder, or any insurance policy or similar membership or similar claim made or lodged by the Certificate Holder. The Certificate Holder hereby consents to such information being disclosed to any other insurance company or other company providing similar benefits or its agent. The Certificate Holder also acknowledges that the information provided by them may be verified against other legitimate sources or databases. The Certificate Holder also waives any rights of privacy and consents to the disclosure of any information relevant to any similar cover, insurance policy or claim concerning the Certificate Holder.

18. Agreement

This SLG Membership Certificate Schedule, together with the Policy, constitutes the sole agreement by which the Insurer and/or the Administrator will be bound. No variation, amendment or alteration thereto shall be binding on the Insurer and/or the Administrator unless agreed to in writing by the Insurer and/or the Administrator or otherwise effected in accordance with the Policy and this SLG Membership Certificate Schedule.

19. **Notice and Communication**

All notice and communication by the Administrator will be considered to have been duly sent by the Administrator to the *domicilium citandi et executandi* of the Insured and/or its Certificate Holder, as per the Schedule and/or the Insured's database system, subject to being sent by means of facsimile or to the postal address. The Certificate Holder shall provide the Insured with a written notice of his or her address and any future change of address within 14 (fourteen) days from such change. The onus is on the Certificate Holder to prove his or her address and any notification of any change of address.

20. **Dependants**

- a. The onus is on the Certificate Holder to forward to the Administrator in writing the identification particulars of his or her dependants, which conform to the definition of Dependants contained in this SLG Membership Certificate Schedule. Furthermore, the onus is on the Certificate Holder to notify the Administrator in writing of any changes, including any additions and terminations in respect of his or her dependants. The onus is on the Certificate Holder to prove that the Administrator has been notified of the aforementioned (i.e. identification particulars of dependants and changes), before an SLG claim will be considered.
- b. The Administrator has the right to seek proof from the Certificate Holder in order to satisfy him that the Dependant for whom a SLG claim is instituted conforms to the definition of Dependants contained in this SLG Membership Certificate Schedule. The onus will rest on the Certificate Holder to prove to the Administrator, before a SLG claim will be

considered, that the particular Dependant indeed conforms to the definition of Dependant. If no proof, or inadequate proof, is submitted, the Administrator will be under no obligation to consider the SLG claim any further.

CLAIMS TERMS AND CONDITIONS

21. Claims Notification

- a. Unless a shorter period is required by any legal process, the Certificate Holder must, in writing, inform the Legal Advisor or the Administrator, within 30 (thirty) days, after becoming aware of an Insured Event that may give rise to a claim, failing which the Insurer will not be liable, and the Administrator not allowed to indemnify the Insured and/or its Certificate Holder.
- b. In the event of the Certificate Holder being unable to inform the Legal Advisor or the Administrator as required, such notification may be done by a person duly authorised in writing to act on behalf of the Certificate Holder.

22. Safeguard of Rights

- a. The Certificate Holder must take all reasonable steps to safeguard the Insurer's and the Administrator's rights prior to referring a matter to the Insured/Administrator for claiming purposes.
- b. The Insurer and the Administrator require the full co-operation of the Certificate Holder at all times. A lack of such co-operation will result in the Certificate Holder's claims not being indemnified in

terms of this SLG Membership Certificate Schedule.

- c. If, in the Administrator's opinion, the Certificate Holder is responsible for anything which may prejudice the Prospects of Success of the Insurer's position in the Proceedings, the Insurer shall not be liable, and the Administrator not allowed to indemnify the Insured and/or its Certificate Holder under this SLG Membership Certificate Schedule.
- d. The Insured, its Certificate Holder and the Legal Advisor do not have any authority to make any representations on behalf of the Insurer and/or the Administrator and no commitments or undertakings that they make will be binding on the Insurer and/or the Administrator.
- e. The Certificate Holder has a duty to limit and restrict the legal costs, expenses and damages for which the Insurer and Administrator may be held liable.

23. **The Certificate Holder**

Notwithstanding anything else contained in this SLG Membership Certificate Schedule, the Insured's Certificate Holder shall at his own expense and at all times;

- a. provide all the evidence and/or information reasonably required by the Administrator and/or the Legal Advisor in order to establish liability in respect of a SLG claim in terms of this SLG Membership Certificate Schedule – this includes a full written version of the incident supported by witness affidavits and a fully completed SLG Claim Form

signed by the Certificate Holder or person duly mandated thereto in writing;

- b. provide the Administrator and/or the Legal Advisor with a truthful account of the facts of the Insured Event and shall attend upon them when so requested;
- c. promptly procure and/or execute all documents reasonably requested by the Administrator and/or the Legal Advisor and/or the appointed Legal Representative;
- d. follow the advice and/or instructions of the Administrator and/or the Legal Advisor and/or the appointed Legal Representative and to co-operate with them in all respect and to keep them fully and continually informed of any material developments in the matter;
- e. keep the Administrator and the Legal Advisor promptly and fully informed of the progress of Proceedings and/or any changes pertaining to the Prospects of Success and/or the estimate costs during the Proceedings;
- f. instruct the appointed Legal Representative to provide the Administrator and/or the Legal Advisor with any information and/or documentation they may require;
- g. at all times fully co-operate with the Administrator in all respects and shall keep the Administrator fully and continually informed of all material developments in a specific matter, provided that such information as requested or required is to be

visible from the records held by the Legal Advisor and/or the Legal Representative.

24 **The Legal Advisor**

Notwithstanding anything else contained in this SLG Membership Certificate Schedule, the Legal Advisor shall:

- (i) continue to provide the standard legal advice as provided for under SANDU's standard membership prescripts;
- (ii) act on behalf of the Insured and the Certificate Holder and not as an agent of the Insurer and/or the Administrator and he is deemed to have been appointed and instructed by the Insured, subject to those clauses which clearly constitute a necessary interference by the Administrator into the Legal Advisor/Insured/Certificate Holder relationship;
- (iii) under no circumstances appoint and/or instruct a Legal Representative to act on behalf of a Certificate Holder. The appointment of a Legal Representative may only be effected by the Administrator;
- (iv) by all reasonable means first attempt to settle or resolve a matter/SLG claim, before referring the matter/SLG claim to the Administrator for claiming purposes;

25 **The Legal Representative**

Notwithstanding anything else contained in this SLG Membership Certificate Schedule, the Legal Representative shall:

- (i) act as the agent of the Certificate Holder and not of the Insurer and/or the Administrator and he is deemed to have been appointed and instructed by the Certificate Holder, subject to those clauses which clearly constitute a necessary interference by the Administrator into the Legal Representative/Certificate Holder relationship;
- (ii) act in all manners as the Certificate Holder's Legal Representative and an attorney and client relationship shall exist between the Certificate Holder and the Legal Representative, subject to those clauses which clearly constitute a necessary interference by the Administrator into the Legal Representative/Certificate Holder relationship;
- (iii) be legally liable for any negligence on the part of the Legal Representative;
- (iv) under no circumstances act on behalf of a Certificate Holder without first being instructed and appointed to do so, in writing, by the Administrator;
- (v) not be entitled to any legal costs and expenses incurred by him, by representing a Certificate Holder, without first being instructed and appointed to do so, in writing, by the Administrator;
- (vi) at all times give effect to directions, requests and instructions forwarded to the Legal Representative by the Administrator;
- (vii) not request and/or collect any fees or expenses directly from a Certificate Holder in respect of a SLG claim referred to him by the Administrator.

26. The Administrator

Notwithstanding anything else contained in this SLG Membership Certificate Schedule, the Administrator:

- (i) has the exclusive right to appoint and/or instruct a Legal Representative to act on behalf of a Certificate Holder;
- (ii) shall by all reasonable means first attempt to settle or resolve a matter, before approving a SLG claim and/or instruct and/or appoint a Legal Representative to act on behalf of a Certificate Holder;
- (iii) may at its sole discretion allow the Certificate Holder to choose a Legal Representative from a list provided or to allow the Certificate Holder to nominate a Legal Representative that he wishes to represent him. The Administrator, however, may accept or refuse the Certificate Holder's nomination without being obliged to furnish reasons. If the Administrator refuses the Certificate Holder's nomination, the Administrator will appoint a Legal Representative of its choice. The Administrator's decision shall be final and binding on all parties;
- (iv) reserve its rights to, through its employees, agents or attorneys take over and conduct the Proceedings in the name of the Certificate Holder;
- (v) shall, at all times have direct access to the Insured, the Legal Advisor's and the Legal Representative's records and offices.

27. Right of Admission

The rights of admission to the offices of the Insurer, the Administrator, the Legal Advisor, the Legal Representative and the Insured are reserved.

28. Under the Influence of Alcohol or Drugs

The Administrator, Legal Advisor, Legal Representative and/or the Insured will not interview, consult and/or entertain a Certificate Holder that is under the influence of any alcohol or drugs.

29. Appeals and Reviews

- a. The Insurer will not be liable for, and the Administrator not allowed to approve any SLG Legal Costs and Expenses claim relating to any appeal or review in respect of a judgement or finding that was handed down by a court of law or any other forum, if the Insured Event, on which judgement or finding was handed down, occurred before a Certificate Holder's first SLG Membership Fee contribution was received in terms of the provisions of this SLG Membership Certificate Schedule.
- b. The Insurer will not be liable for, and the Administrator not allowed approving any Legal Costs and Expenses claim relating to any appeal or review, if Proceedings are not successful in the Forum of First Instance, irrespective of the cost incurred in or the status of the Forum of First Instance. The Administrator may, on approval from the Insurer, agree to provide further cover in respect of any appeal or review Proceedings, provided that:

- i. an additional SLG claim form is completed and submitted by the Certificate Holder, within 30 (thirty) days after any such judgement or finding was handed down by a court of law or forum of First Instance, unless a shorter period is required by any legal process, to enable the Insurer to consider same; and
- ii. the procedures followed are in terms of the procedures as set out under the heading Prospects of Success.

30. Rights of the Administrator and/or the Legal Advisor

- a. The Administrator/Insurer will not be liable for any Legal Costs and Expenses where the Certificate Holder fails to comply and/or to co-operate as indicated in this SLG Membership Certificate Schedule or as reasonably to be expected from him. If the Certificate Holder fails to comply and/or to co-operate as indicated in this SLG Membership Certificate Schedule, the Administrator may then terminate the mandate of any already appointed Legal Representative.
- b. Under no circumstances will the Certificate Holder and/or the Legal Advisor and/or the Insured have the right to instruct a Legal Representative to represent a Certificate Holder in a SLG claim that falls under this SLG Membership Certificate Schedule, without the prior written consent of the Administrator. The Administrator will not be liable for any costs incurred by a Legal Representative, where such Legal Representative had acted without the prior written consent of the Administrator. In such instance, the costs incurred by a Legal

Representative shall be for the account of the Certificate Holder and/or the Insured and shall be a matter between the Legal Representative and them.

31. Recovery of Costs from Third Parties

The Certificate Holder hereby cede to the Administrator his right of entitlement to recover Legal Costs and Expenses from a Third party on behalf of the Insurer and thereby give the Administrator the right to:

- a. attempt to recover Legal Costs and Expenses that are due to the Certificate Holder from a Third Party and the Certificate Holder shall endeavour to assist the Administrator where reasonably possible;
- b. proceed in the name of the Certificate Holder if any Third Party is obliged to pay him any Legal Costs and Expenses. The Administrator may, however, instruct the Certificate Holder to take all steps that are necessary or expedient to effect the recovery and to hold any sum that is recovered in a trust and then to immediately pay this sum to the Administrator, who is then responsible to ensure that the necessary distribution thereof is done to the Insurer;
- c. recover the Legal Costs and Expenses from the Certificate Holder on an instalment basis if they recover or compensation inclusive of Legal Costs and Expenses from a Third Party on an instalment basis.

32. Prospect of Success in Civil Proceedings (Criminal Matters Excluded)

If at any time the Administrator decides that:

- a. the Certificate Holder's prospects of success in civil proceedings are weak; or
- b. there is no reasonable prospects of success; or
- c. the Certificate Holder's interests can be better served by other means

the following conditions and procedures shall apply:

- a. the Administrator will inform the Certificate Holder of the reasons of this decision, in writing, within 7 (seven) days of this decision. The Administrator will then not be liable for any further Legal Costs and Expenses relating to the Proceedings;
- b. if the Certificate Holder disagrees with the decision of the Administrator, the Certificate Holder has to inform the Administrator, in writing, within 7 (seven) days after receipt of the Administrator's letter, of his refusal to accept the decision of the Administrator. If the Certificate Holder fails to inform the Administrator, as prescribed above, it will be deemed that the Certificate Holder accepted the decision of the Administrator;
- c. if the Certificate Holder does not accept the decision of the Administrator and has followed the procedure as prescribed above, then the matter could be referred to arbitration as in this SLG Membership Certificate Schedule;

- d. if the matter is referred to arbitration, and the Arbitrator supports the decision of the Administrator, then the Certificate Holder will be liable and will bear the costs of the Arbitrator and the arbitration proceedings, provided that the Certificate Holder agrees to such terms and conditions, in writing, before the matter is to be referred for arbitration. Provided further that if the Certificate Holder refuses to agree to the afore said terms and conditions, in writing, the matter will not be referred for arbitration;
- e. the Certificate Holder will be entitled to proceed with the Proceedings, regardless of the decision of the Administrator and/or the ruling of the Arbitrator, however, the Administrator/Insurer will then provide no cover for the Legal Costs and Expenses. If the Forum then makes a finding in the Certificate Holder's favour, the Administrator will be liable to pay the Certificate Holder's Legal Costs and Expenses incurred up to the Limit of Indemnity. The Administrator/Insurer will then also be liable to pay the costs of the Arbitrator and arbitration proceedings, if arbitration occurred.

33. No Support under Certain Conditions in Civil Matters

- a. If it is found that the Third Party is unlikely to have sufficient assets available to meet the Insured's Certificate Holder's legal costs and expenses, should an award be made in the Certificate Holder's favour, at a Forum, the Administrator may at its sole discretion decline to support the Certificate Holder's SLG claim.
- b. The onus rests on the Certificate Holder to establish whether the Third Party has sufficient

assets to meet such awarded legal costs and expenses. The onus also rests on the Certificate Holder to be able to convince the Administrator of such sufficient assets.

34. Withdrawal from Proceedings

If the Certificate Holder withdraws from or discontinues the Proceedings without the Administrator's prior written consent, then any Legal Costs and Expenses incurred, as well as any Third Party costs, will become the responsibility of, and be payable by, the Certificate Holder and/or the Insured.

35. Settlement

- a. The Administrator has the right to settle any matter at a time prior to the final determination thereof, if the Administrator is of the opinion that the settlement is an appropriate resolution to the matter or an appropriate step during the Proceedings.
- b. All attempts at settlement or resolution, by the Legal Advisor and/or the Legal Representative, shall be confirmed with the Administrator, in writing. Copies thereof together with all responses from Third Parties will be furnished to the Administrator.
- c. The Administrator must first approve all settlement or resolution terms, which have a bearing on legal costs, expenses, damages or compensation that are to be recovered or paid, in writing, before such settlement or resolution may be entered into.
- d. The Certificate Holder will immediately notify the Administrator, in writing, of any offer of payment or

actual payment into a Forum, which is done with the view to settle the matter.

- e. If the Certificate Holder does not accept such an offer or payment into a Forum and the Administrator is of the opinion that the Proceedings will be equally or less favourably to the Certificate Holder, the Administrator will instruct him to accept the offer of payment or the payment into the Forum. If he refuses to take the Administrator's instruction, the Administrator will have no further liability in respect of the legal costs and expenses incurred after the offer of payment or payment has been made.

36. Bills of Costs

The Certificate Holder must immediately forward to the Administrator all bills of costs and any other communications in respect of legal costs and expenses, or other amounts, which may be received.

37. Proof of Identity

The Certificate Holder must be able to prove his identity and the identity of his dependants as well as his latest salary advice as proof of his SLG Membership before any assistance will be rendered, by the Administrator, in terms of a potential claim.

38. Claims Payment

- a. The Administrator will only be obliged to make payment to a Legal Representative that had been instructed and appointed, in writing, by the Administrator in person. Such payment shall only be effected after the conclusion of any matter giving rise to a claim and after the Administrator has

ascertained that the Legal Representative has finalised the matter and has complied with what is required from him.

- b. The Administrator will only be liable for such Legal Costs and Expenses of a Legal Representative, as agreed upon in writing, between the Administrator and the Legal Representative, before any litigation/Proceedings commenced.

39. **EXCEPTIONS**

Notwithstanding anything else contained in the SLG Membership Certificate Schedule, the Insurer shall not be liable for, and the Administrator shall not be allowed to approve any claim;

- a. which is false or fraudulent in any manner whatsoever, be it in claim value or where there is reason to doubt the accuracy or truthfulness of the claim or any matter in relation thereto;
- b. where the Insured Event was pending or threatening before receipt of the first SLG Membership Fee Contribution, or occurred outside the Period of Insurance;
- c. where the Insured or the Certificate Holder does not follow the instructions of the Administrator and/or acts contrary to or in a manner that differs from the reasonable advice of the Administrator and/or the Legal Advisor and/or the Legal Representative;
- d. where costs and expenses incurred in any Proceedings or in respect of any Insured Event are not within the amount agreed upon between the Administrator and the Legal Representative;

- e. pertaining to any matter that is or could be covered under household or vehicle short term insurance cover;
- f. in respect of any transactions/actions relating to the building, repairing, renovating and purchasing of immovable property;
- g. in respect of matters arising out of the drafting and/or drawing up of contracts unless the contract was drafted by a practicing attorney. The onus rests on the Insured and/or the Certificate Holder to prove that a contract was drafted by a practicing attorney;
- h. in respect of divorce, marital union or customary union or similar association between any two persons and matters regarding custody of and access to children, associated with such association;
- i. in respect of any criminal matter of a similar type for which the Certificate Holder has previously been convicted and in respect of which the Certificate Holder previously received SLG coverage;
- j. in respect of any matter for which an admission of guilt fine has or may be levied. (The Insurer and/or Administrator may in its sole discretion decide to provide cover if it considers necessary and fair to do so);
- k. in respect of any wilful or deliberate act committed by the Certificate Holder, unless the facts of the matter are of such a nature that the Administrator can decide otherwise;

- l. in respect of any application for the rescission of judgement where the judgement was granted properly and lawfully against a Certificate Holder;
- m. in respect of any criminal or civil proceedings by or against the Certificate Holder which were in legal process at the inception of a Certificate Holder's SLG Membership Benefit;
- n. in respect of any matter which, in the Administrator's opinion, is trivial or within the jurisdiction of the Small Claims Court;
- o. in respect of matters arising out of the cession, assignment or delegation in favour of or by the Certificate Holder;
- p. on a collective or class action basis;
- q. directly or indirectly caused by or contributed to or arising from:
 - (i) civil commotion, labour disturbances, riot, strike, lockout or public disorder or any act or activity which is calculated or directed to bring about such events;
 - (ii) any event or act which is not work related as defined by the Labour Relations Act and shall include secondary strikes, mutiny, military rising, military or usurped power, insurrection, rebellion, revolution, 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;

- (iii) any act (whether on behalf of any organisation, body or person, or group of persons) calculated or directed to overthrow or influence the State or Government, or any provincial, local or tribal authority with force, or by means of fear, terrorism or violence;
- (iv) 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 the State or Government, or any provincial, local or tribal authority, or for the purpose of inspiring fear in the public, or any section thereof;
- (v) any attempt to perform any act as referred to in Clauses (i), (ii), (iii) and/or (iv) above.

If the Administrator/Insurer alleges, by reason of Clause (i), (ii), (iii), (iv) or (v) above, that a claim is not covered by this SLG Membership Certificate Schedule, the burden of proving the contrary shall rest on the Insured and/or the Certificate Holder.

- r. caused directly or indirectly by or through or in consequence of any occurrence for which a fund has been established in terms of the War Damage Insurance and Compensation Act (No. 85 of 1976) or any other similar Act operative in the Republic of South Africa to the extent that such fund covers the Legal Costs and Expenses;
- s. relating to any business whatsoever of which the Certificate Holder is part;

- t. relating to any event that took place outside of the Republic of South Africa; provided that, if proceedings relating to such an event take place within the borders of the Republic of South Africa, the Administrator may in his discretion approve such claim;
- u. relating to any civil claim by the State, Provincial or Local Government against the Certificate Holder unless such claim is related to the employment of the Certificate Holder;
- v. if any statement has been made in terms of which an Insured's Certificate Holder prejudiced himself and/or the Insured or admitted liability; unless the Administrator deems it necessary and appropriate to approve such claim.

ADMINISTRATOR

BACK PAGE

SOLDIER'S LEGAL GUARD

Join SANDU and share in this unique SLG Membership Benefit!

FRONT OF BACK PAGE

SLG MEMBERSHIP CERTIFICATE

The Certificate Holder: SANDU Member with the membership number mentioned here below

Legal Cost & Expenses Insurance Cover: SLG Membership Benefit

The Insured: SANDU

Postal Address of Certificate Holder: As per SANDU data base

Limit of Indemnity: R35 000, 00 per Insured Event

Waiting Period: Cover commence after receipt of the first SLG Membership Fee Contribution

SLG Membership Number: SANDU Membership Number

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THE ADMINISTRATOR

PAGE 1

NORMAL WORKING HOURS
CONTACT DETAILS

Mondays to Fridays from 08:00 to 16:30

The following institutions are to be contacted during normal working hours:

SANDU: **P Bag x 902**
 Pretoria
 0001

Tel: **(012) 323 6465**
Fax: **(012) 344 1705 / 086 203 2243**
email: **sandu@mweb.co.za**

ULASA: **P Bag x 902**
 Pretoria
 0001

Tel: **(012) 323 6465**
Fax: **(012) 344 1705 / 086 203 2243**
email: **legal.sandu@gmail.com**

The SLG Certificate Holder is to immediately contact the above institutions for assistance & advice, once he/she becomes aware of any incident that may give rise to a claim being made under this SLG Membership Benefit.

AFTER NORMAL WORKING HOURS
CONTACT DETAILS

After normal working hours, from Friday 16:30 to
Monday 08:00
&
on all Public Holidays

SLG members are to contact the following number for assistance & advice, after normal working hours:

CONTACT DETAILS

Tel: (012) 940 0703
Fax: 087 654 1255 / 086 544 7392
email: gss4slg@gmail.com

DURING NORMAL WORKING HOURS,
SANDU AND/OR ULASA IS TO BE
CONTACTED
(SEE PAGE 1)

SLG MEMBERSHIP BENEFIT

The SLG Membership Benefit is a Legal Cost & Expenses Insurance Cover Benefit exclusive for the members of SANDU.

This Benefit covers for the Legal Costs and Expenses of members of SANDU, should a member require a lawyer to represent him/her in litigation proceedings; provided that the terms and conditions of this Membership Certificate Schedule that is herewith issued to the SANDU member are complied with by the member.

To fully understand the value of this Membership Benefit, it is essential that every member of SANDU study this SLG Membership Certificate Schedule that is issued in the form of this booklet.

**SOLDIERS LEGAL GUARD
MEMBERSHIP CERTIFICATE
SCHEDULE**

**SLG
Legal Cost and Expenses
Insurance Cover Membership
Benefit**

Exclusive to SANDU Members

ISSUED TO SANDU MEMBERS