



1. EXCLUSIONS: LEGAL EXPENSES BENEFIT

The Insurer does not provide any Cover if the Claim arises out of, is based on, or relates to any of the following:

- 1.1. An event that occurs or originates outside the Republic of South Africa (RSA).
- 1.2. Any Claim in relation to which there has been Material Non-Disclosure by the Insured Person – i.e. the Insured Person has withheld information from the Insurer that is, or may have been important and relevant to the Claim, and/or the Insured Person has failed to accurately answer any of the questions put to it in the sales, underwriting, Claims process, or at any other stage honestly or completely.
- 1.3. A Criminal Matter involving a Violent Criminal Offence where the Insured Person is the Accused.
- 1.4. Any Criminal Matter where the Insured Person has previously been charged or convicted of the same or a similar offence within the preceding two years.
- 1.5. Any Claim against any of the parties listed on the Personal Policy Schedule.
- 1.6. Defamation, insult, verbal abuse or any other infringement of the Insured Person's personality, reputation, dignity or constitutional rights unless it constitutes a criminal offence and then only in respect of the criminal offence.
- 1.7. Any Insured Event involving matrimonial or family law, including, but not limited to:
 - 1.7.1. Marriage;
 - 1.7.2. Divorce (unless the divorce is proceeding on an unopposed basis);
 - 1.7.3. Enforcement or annulment of a divorce order;
 - 1.7.4. Maintenance or child-support disputes;
 - 1.7.5. Investigations or enquiries or other proceedings
 - 1.7.6. Custody of children;
 - 1.7.7. Visitation rights;
 - 1.7.8. Guardianship;
 - 1.7.9. Paternity;
 - 1.7.10. Engagement or promise to marry and live together as husband and wife or as permanent partners.



- 1.8. Rights and obligations resulting from any business activity, including but not limited to the rights of an Insured Person:
 - 1.8.1. As an agent, contractor, sub-contractor or Independent Contractor;
 - 1.8.2. As a director or officer in terms of the Companies Act, 2008, as amended, or Close Corporations Act, 1984, as amended;
 - 1.8.3. As a principal, shareholder, owner, co-owner, or partner of an existing or proposed business, farm, professional practice or any other business-related entity or activity.
- 1.9. Claims relating to the following areas of law:
 - 1.9.1. A tax or fiscal law, including custom or excise matters;
 - 1.9.2. Mineral rights;
 - 1.9.3. A copyright, patent, trademark, or any intellectual property rights;
 - 1.9.4. Changing of own status;
 - 1.9.5. Political activity and environmental issues;
 - 1.9.6. A class or collective action;
 - 1.9.7. Inquests, burial disputes or the exhumation of bodies;
 - 1.9.8. War, martial law, mutiny, military coup, military law or usurped power, rebellion or revolution;
 - 1.9.9. Wills, trusts and other testamentary documents or administration of deceased estates.
- 1.10. The following property related Claims:
 - 1.10.1. The Insured Person's rights or obligations as a landlord;
 - 1.10.2. Immovable property other than an Insured Person's place of residence;
 - 1.10.3. Changing the status, zoning or right of use of an Insured Person's place of residence, including Expropriation of land claims
- 1.11. Conveyancing costs/ transactions.
- 1.12. All Claims against the Clientèle Limited Group including a dispute between the Insured Person and the Insurer or any of its employees or agents arising out of this Policy, including without limitation, disputes relating to Claims and Claims generally against the Insurer or its related companies.
- 1.13. Participation in strikes, lock-outs or riots, civil commotion, labour disturbances, public disorder or civil disobedience or any act or activity which is calculated to bring about any of the above.



- 1.14. Participation in an unlawful protest, intimidation or threat of violence or force, to any public body.
- 1.15. Any act or attempted act 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, political, environmental or economic change, or in protest against any State or Government, or any provincial, local or tribal authority, or for the purpose of inspiring fear in the public, or any section thereof.
- 1.16. A dispute which in the Insurer's view, acting reasonably, is capable of being resolved without formal legal representation.
- 1.17. Awards against the Insured Person to pay any opposing Third Party's Legal Expenses.
- 1.18. Traffic offences.
- 1.19. Any act tainted with illegality.
- 1.20. All Claims involving liquidation or sequestration of Third Parties or applications for curatorship.
- 1.21. Any Claims related to frivolous matters or based on bad faith intentions with no legal validity.
- 1.22. Any Claim within the jurisdiction of the Small Claims Court.
- 1.23. Any Claim where the Insured Event occurred prior to commencement or resale of the Policy, whichever occurred first or during the Waiting Period.
- 1.24. Ionizing radiation or contamination by radioactivity from an irradiated nuclear fuel, from any nuclear waste or from the combustion of nuclear fuel.
- 1.25. Radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- 1.26. Where the Insured Person does not follow the Insurer's instructions or acts contrary to or in a manner different from the advice of the Legal Advisor who represents the Insured Person and where, in the Insurer's opinion, such failure to act increases the risk.

2. **EXCLUSIONS: RETRENCHMENT BENEFIT**

The Retrenchment Benefit will not commence if the Policy Owner:

- 2.1. Is an Independent Contractor;
- 2.2. Is self-employed, or employed within a business owned by any member of the Insured's family;
- 2.3. Is a partner in a partnership, member of a close corporation or a director of a company;



- 2.4. Exits from employment by resignation, normal or early retirement, voluntary retrenchment or dismissal for reason of misconduct;
- 2.5. Is aware of or has prior knowledge of retrenchment programmes when taking out the Policy;
- 2.6. Has an alternative source of income other than that of the employer;
- 2.7. Has not been continuously employed for at least 6 months prior to inception of this Policy and/or prior to retrenchment
- 2.8. Is part of a retrenchment programme that has less than 5 non-voluntary retrenchments.

3. **EXCLUSIONS: ACCIDENTAL DEATH BENEFIT**

The Insurer will not be liable in respect of any Claim for Accidental Death which is directly or indirectly caused by, arising from, contributed to by, aggravated by, connected with or resulting from any of the following:

- 3.1. Activities contrary to the law - any act contrary to the laws of the Republic of South Africa, including driving a motor vehicle while the blood alcohol level is higher than that permitted by law, irrespective of whether such act is a cause of the insured Event.
- 3.2. Addiction Including taking any drug, unless it is proved that the drug was taken in accordance with proper medical prescription and not for the treatment of a drug or alcohol addiction.
- 3.3. Dangerous Activities including:
 - 3.3.1. Engaging in or training for underwater activities for which artificial breathing apparatus is required, climbing or mountaineering, potholing, parachuting, hang-gliding, winter sports, professional sports and racing other than on foot;
 - 3.3.2. Flying, other than as a fare-paying passenger in a fixed-wing aircraft or helicopter, provided and operated by an airline or air charter company which is duly licensed for the regular transportation of fare-paying passengers, and only between established commercial airports and/or licensed commercial heliports.
- 3.4. Intentionally self-inflicted injury or suicide, while sane or insane.
- 3.5. War - including, but not limited to, riot, terrorism, war or similar event.
- 3.6. Pre-Existing Medical Condition - is any mental or physical condition, illness, disease, injury or infirmity which the Insured Person should reasonably be aware of and which already existed before applying for this Policy, whether this has been diagnosed or not by a medical professional.
- 3.7. Illness – death resulting from any cause other than an accident.