

POLICY DOCUMENT



**STRIKE BACK
LEGALLY!**

HOW TO PAY YOUR MONTHLY PREMIUMS



Stop order

A stop order is when payment for your premium comes directly from your salary. This facility is only available to government and municipal employees.



Debit order

A debit order is when the payment for your premium is collected straight from your bank account. This is the most convenient way to pay your premium as you will always be up to date with payments and never have to wait in a queue.

When changing to debit order, please ensure that you give the correct deduction date and that there are funds in your account on the deduction date to avoid bank penalties.

Remember that when the deduction date falls on a public holiday or a Sunday, the deduction date will be moved to the closest business day.



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, present your Scorpion membership card to the cashier and 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.



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.

Contact us if you have any questions:

 0861 333 333

 www.scorpion.biz

 @ScorpionLegal

1 INTRODUCTION

We are pleased to give you the updated Scorpion policy document. If you are a new Scorpion policyholder you will find your membership card enclosed.

This policy document replaces the existing policy document. We are continuously looking at how we can enhance our service for our clients and we have made improvements and amendments to the policy to this end. Our newest benefit (for Main Members only) is a lump sum cash payout to cover legal expenses following the sudden and accidental death of the Main Member. Details, terms and conditions of the benefit appear below.

This new policy document contains important terms and conditions with which you must familiarise yourself. Should you require assistance in understanding any of the clauses contained in this document, please do not hesitate to contact our 24 hour number on 0861 333 333 or any of our branches.

2 DEFINITIONS

2.1 In the context of this policy the reference to any gender includes the other genders.

2.2 "Accidental death legal expenses cover / benefit" means a lump sum benefit cash payout to cover legal expenses following the sudden and accidental death of a Main Member. The benefit is described in clause 3.4 below.

2.3 "Attorney's fees" means legal costs arising from covered matters conducted in, and on insured events occurring in the RSA. This shall include opponent's costs as ordered by the court (excluding punitive awards) i.e. you are covered for matters which are determined by the courts of the RSA according to the laws of the RSA.

2.4 "Covered matter" means an insured matter conducted in and based on insured events occurring in the RSA and includes accidental death legal expenses cover referred to in clause 3.4 below.

For accidental death legal expenses cover, cover in terms of this policy extends to the Main Member who is ordinarily resident or present (at the time of death) in the Republic of South Africa. Cover is further extended to include a visit lasting less than three continuous months outside the territory covered in terms of this policy, for Main Members who are South African Citizens.

2.5 "Cover period" means the uninterrupted period (in months) for which a member enjoys cover and for which all premiums have been paid for all those months without a break in payment of premiums.

2.6 "Indemnity" means the benefits provided in terms of this policy.

2.7 "Insured event" for legal cover means the events described in clause 6 below.

2.8 "Issue date" means the date upon which the policy is issued to you e.g. If we receive

and accept the member's first premium on or before the 12th day of a particular month, the issue date is the first day of the same month regardless of the date of receipt of the member's application form.

2.9 "Legal cover" and "legal expenses cover" means cover for those benefits described under clauses 3.1 to 3.3 below.

2.10 "Main Member" means the person in whose name the application form is completed.

2.11 "Material facts of a cause of action" shall mean all disputed facts which give rise to a dispute of law or fact in a civil matter, or a criminal charge, or a labour dispute. For example, a state of affairs, breach, infringement, omission, neglect or act that occurs entirely in the RSA and gives rise to one of the above mentioned disputes.

Without limiting this generality, if for instance there is a dispute on the interpretation of any document, statute or regulation, the coming into being of the document, statute or regulation shall be deemed to constitute a circumstance or condition as envisaged in clause 6 and shall also be deemed to constitute a Material Fact of a Cause of Action.

2.12 "Parents" means the natural or adoptive parents of the person in whose name this policy is affected.

2.13 "Parents-in-law" means the natural or adoptive parents of the spouse of the person in whose name this policy is affected.

2.14 "Policy" means the member's application, this membership agreement and any amendments thereto, the schedule of insurance, the member's Scorpion membership card, the standard Scorpion claim notification form, the Scorpion schedule of tariffs for insurance, the standard Scorpion referral forms and the standard Scorpion indemnity forms.

2.15 "Schedule of insurance" means a document setting out the premiums, cover limits and further details regarding your policy.

2.16 "South Africa" or "RSA" means the Republic of South Africa as defined in the Constitution of the Republic of South Africa, 1996.

2.17 "The Company" means Legal Expenses Insurance Southern Africa Limited, Reg. Number 1984/010574/06.

2.18 "We" and "Scorpion" means Scorpion Legal Protection (Pty) Ltd., Reg. Number. 1996/001206/07.

2.19 "You", "yours", and "member" means persons listed under clause 5 below.

2.20 SARS means South African Revenue Services.

3 MEMBERSHIP BENEFITS

Upon joining Scorpion, you are entitled to:

3.1 Immediate access to our 24 hour legal advice centre. You are welcome to call us for legal advice and assistance on our 24 hour number 0861 333 333.

3.2 You are also entitled to personally discuss

your legal problems with one of our lawyers situated at any of our branches nationally.

3.3 Payment of your and your opponent's legal expenses on civil, criminal, administrative and labour matters provided the matter is covered in terms of the terms and conditions as set out in this policy and in accordance with Scorpion's prescribed schedule of tariffs prevailing at the time of the insured event.

3.4 Accidental death legal expenses cover / benefit: this is a cash benefit payout, reflected in the Main Member's schedule of insurance, on the sudden and accidental death of the Main Member to assist the remaining family members or the estate of the Main Member to deal with the financial burden of the legal consequences of the sudden death i.e. the legal costs incurred in reporting and winding up of the deceased estate, fending off unscrupulous creditors, seeking legal advice etc. Because there are various possible extra legal fees resulting from accidental death, we are paying the benefit in cash. However, you can still get advice from us on how to deal with any legal issues. The benefit is subject to the terms & conditions as set out in this policy document. An accidental death will be deemed to be accidental only if it was caused solely and directly by a sudden, fortuitous, involuntary and uncertain event and by violent, external and visible means and independently of any other cause. Kindly note that the benefit extends to the Main Member only and not to the Main Member's spouse, dependant children, parents and parents-in-law.

3.5 All the above benefits form an integral part of this policy document, and cannot be sold or bought separately. This policy does not acquire a surrender value.

4 POLICY CHOICES

Scorpion offers you 3 basic policies described below and an opportunity for you to increase your cover limits under each policy within our platinum range. The policies are:

4.1 Comprehensive policy (Policy A)

This entitles you to cover for:

- Civil matters
- Criminal matters
- Administrative matters
- Labour matters
- Accidental death legal expenses benefit for the Main Member
- Personal income tax assistance subject to clauses 7.7 and 9.40 below

Examples of all these types are recorded under clause 7 below. Parents and parents-in-law can be included as dependants under this policy for an additional premium per parent.

4.2 Labour policy (Policy B)

This entitles you to cover for labour matters and accidental death legal expenses benefit of the Main Member only.

Parents and parents-in-law cannot be included as dependants under this policy.

4.3 Civil policy (Policy C)

This entitles you to cover for civil matters and accidental death legal expenses benefit of the Main Member only.

Parents and parents-in-law cannot be included as dependants under this policy.

4.4 Platinum policy (increased legal cover)

This policy entitles you to enjoy increased legal cover (up to double your present cover limits) for an increased premium and is applicable to Policies A, B and C and accidental death legal expenses benefit for the Main Member only.

Kindly note that the increased cover of the Platinum policy applies only to matters in respect of which the material and relevant facts arose after the increased premium of the Platinum membership has been received and continues to be received by Scorpion. Platinum membership is otherwise subject to the same terms and conditions as the standard Scorpion membership. The premium and cover limits applicable to your Platinum policy membership are as reflected in your Scorpion schedule of insurance.

5. PERSONS INDEMNIFIED

All persons mentioned below are indemnified for legal cover under this policy subject to the terms and conditions of this policy. (The accidental death legal expenses benefit / cover provided in this policy extends to the Main Member only as described in this policy document and not to the Main Member's spouse, dependant children, parents and parents-in-law.)

5.1 The Main Member (who is also covered for the accidental death legal expenses benefit).

5.2 The Main Member's spouse, whether by civil rights or recognised customary, tribal or religious union, provided that in the last three instances only one named spouse is covered at any one time. (Kindly note that spouses are not covered for the accidental death legal expenses benefit.)

5.3 The Main Member's dependant children, who are under the age of 21 and studying full time at a school, college or university and financially dependent on the applicant. (Kindly note that dependant children are not covered for the accidental death legal expenses benefit.)

5.4 The Main Member's parent/s and parent/s-in-law who may have been included as dependants under Policy A only, provided an additional premium is paid for each parent. A parent should be sixty years of age or above to qualify for cover under this policy. (Kindly note that parents and parents-in-law are not covered for the accidental death legal expenses benefit.)

NB: Legal fees will only be paid if the material facts of a cause of action directly affect or are caused by or performed by the member or family members as individuals in their

personal and private capacities and relating to their personal and private affairs. Cover extends to natural persons only and not to juristic persons e.g. not to a registered company or close corporation.

6 INSURED EVENTS (FOR LEGAL COVER ONLY)

A covered matter shall be based on, and arise entirely from insured events. An "Insured Event" means:

6.1 Circumstances or events which arose, occurred or came into existence whilst insurance cover was in force including the policy not being suspended. (Note: where, for example, a dispute arose before you joined Scorpion but you only received the summons after you joined Scorpion, the matter will not be covered as the cause of action arose outside the insured period and will not be considered to be an insured event) and which either:

6.1.1 Constitutes all the material facts of a cause of action, by or against you in contentious civil or administrative proceedings (Note: You must have a dispute with another person or that person must have infringed your rights. For example, there is no dispute if you want to draw up a contract with another person because you are in agreement with that person and therefore this expense will not be covered. Similarly, property transfers and conveyancing matters are not covered where there is no dispute) or;

6.1.2 Where the alleged crime was committed during the insured period. (Note: where, for example, a member is arrested during the period of insurance but the alleged crime was committed outside the insured period, that will not be considered an insured event.) All the elements of a crime in a criminal case or all the things which the police say are the reasons for charging you must have happened whilst the policy is in force.

6.2 In the event of a member deciding to change from one policy to another, then such change will be considered as a new policy being issued and is subject to a one month waiting period for cover as specified under clause 15.

7 EXTENT OF COVER

7.1 All cover provided for in this policy is subject to the limits, terms, conditions and provisions as set out in this policy.

7.2 For civil matters you are covered for:

7.2.1 Your legal costs of civil court proceedings for contractual or delictual damage by or against you.

7.2.2 One appeal against such decision referred to under clause 7.2.1.

7.2.3 Opponent's costs as awarded by the court.

7.2.4 Examples of civil matters are (but not limited to) court cases about:

- Motor vehicle collisions, 3rd party claims (RAF Claims), personal injury matters (patrimonial loss only), damage to your property by a third party, evictions,

defamation claims against you, building contracts, breach of contract, unfair rejection of claims by insurance companies, the purchase or hire-purchase or leasing of defective goods, disputes regarding pension and provident fund pay-outs, consumer disputes, etc.

7.3 For criminal matters, you are covered for:

7.3.1 Criminal proceedings in a court of law or other statutory constituted body.

7.3.2 One appeal, be it in respect of a conviction or sentence.

7.3.3 Examples of criminal proceedings are:

- Alleged assault, theft, murder, robbery, etc.

7.4 For administrative matters, you are covered for:

7.4.1 Representation at administrative proceedings in the tribunal of first instance.

7.4.2 One appeal against the decision of the tribunal of first instance referred to under clause 7.4.1. above.

7.4.3 Examples of administrative proceedings are:

- University council disciplinary enquiries, military tribunals, Section 102 enquiries (declaration to determine fitness to possess a firearm).

Note: This does not include administration order hearings and administration of estates.

7.5 For labour matters, you are covered for:

7.5.1 Labour proceedings in terms of the Labour Relations Act, 1956, and the Labour Relations Act, 1995, including and up to a hearing in a court of first instance.

7.5.2 Examples of labour proceedings are:

- Unfair dismissals, unfair labour practices, unfair retrenchments, wage and salary disputes, unfair demotions, discrimination in the workplace, injuries whilst on duty (Workmen's compensation claims).
- Disciplinary proceedings where external representation is allowed.

7.6 For accidental death legal expenses benefit the Main Member is covered for a maximum amount as specified in your schedule of insurance, or as communicated to members from time to time through official newsletters. These cover limits may be amended from time to time.

7.7 For Tax Assist, Scorpion has a tax help desk for our members that now provides assistance with tax queries & assistance with the submissions of returns only on SARS tax affairs within the borders of South Africa and only on behalf of policyholders who are:

- Individuals acting in their private individual capacities and who are in possession of a green barcoded Identity Document or new Identity Card
- Earning less than R1 million (One million Rand) remuneration (includes salary, wages, commission and allowances) in total per annum from one or more SARS registered employer/s operating within the borders of South Africa

- Individuals who receive or who are supposed to receive an annual IRP5 or IT3 certificate from their employer/s
- Individuals who are registered as tax payers with the South African Revenue Services (SARS) or need assistance with registering as a tax payer with SARS

The policyholder (and spouse) will have access to a tax helpdesk, offering assistance relating to Personal Income Tax (PIT) limited to PAYE which includes the following:

- Assisting with the completion & electronic submission of annual tax returns
- The submission of supporting documents provided by taxpayer
- Understanding a notice of assessment (ITA34)
- Assisting with understanding tax calculations
- Checking the status of tax accounts with SARS
- Interpretation of the SARS Tax Administration Act, and the tax self-help guides
- Tax registration for individual taxpayers
- General tax queries
- Querying outstanding tax returns
- Audits raised by SARS
- Objections
- Penalties and Interest raised by SARS
- Garnishees by SARS (IT88)
- Identity theft
- Tax implications on Pension & Provident fund pay-outs
- Cancellation of duplicate IRP5 certificates or correcting mistakes on issued IT3 / IRP5 certificates

Assisting taxpayers in liaising with employers on queries with regard to:

- Incorrect PAYE deductions
- Obtaining IRP5 or IT3 certificates

8 TERMS AND CONDITIONS TO BE SATISFIED FOR COVERED MATTERS (FOR LEGAL COVER ONLY)

A matter is only covered and legal fees are only payable in respect of a matter if:

- 8.1 The material facts of a cause of action occur within your cover period; and
- 8.2 The claim is received by Scorpion during your cover period; and
- 8.3 The matter commences, occurs and is concluded during your cover period; and
- 8.4 The legal fees are incurred during your cover period.
- 8.5 If the premium is not paid by or on behalf of the member for the entire period of indemnity during which all the events listed above occur, the member will be obliged to refund any legal expenses already paid.

In other words, the member would only be entitled to payment of legal fees if the premium is paid every month for an unbroken period during which all of the events listed above occur i.e. in order to enjoy cover, premiums must be paid uninterrupted for every month from the time the cause of action arises up until the time the matter is finalised or concluded.

Cover Period means the uninterrupted period (in months) for which a member enjoys cover and for which all premiums have been paid for all those months without a break in payment of premiums.

9 MATTERS NOT COVERED / EXCLUSIONS

We do not pay legal expenses for the following matters or if the matter arises out of, is based on, or relates to any of the following:

- 9.1 Marital, family and relationship issues:
 - 9.1.1 Disputes relating to present or past marriage by civil or customary rites or out of a union resembling that of husband and wife or out of an affectionate relationship (an intimate relationship between our member and his/her significant other regardless of gender) or out of a union in terms of the Civil Union Act (including same sex marriage).
 - 9.1.2 Divorce actions (which includes breach, enforcement or annulment of divorce settlements), alimony claims and proprietary disputes.
 - 9.1.3 Custody of children, adoption disputes, guardianship disputes, rights of access to children, visitation rights, child support, paternity disputes.
 - 9.1.4 Maintenance disputes, maintenance investigations or enquiries or other proceedings.
 - 9.1.5 Disputes relating to engagements or promises to marry or living together as husband and/or permanent partners.
 - 9.1.6 Litigation between ex-spouses or ex-partners related to any of the above and similar matters or any contempt of court or other proceedings arising out of any of the above related or similar matters.
- 9.2 Defamation, insult, verbal abuse or any other infringement of the member's personality, reputation or dignity. (You may enjoy cover if you are being sued for defamation but not if you wish to sue someone else.)
- 9.3 Business and/or commercial activities:

Business transactions and commercial activity/ies shall mean any event in connection with, related to, or arising from:

 - 9.3.1 Any interest in immovable property other than your permanent place of residence.
 - 9.3.2 Your conduct as an agent, contractor, sub-contractor or in the conduct of a trade, profession or other occupation or activity as a business.
 - 9.3.3 Your existing or future interest, rights or obligations in mineral rights.

- 9.3.4 Your rights or obligations as a principal, shareholder, owner, co-owner, partner or member of an existing or proposed business.
- 9.3.5 Your rights in a farm, professional practice, company, partnership, close corporation where financial gain or potential financial gain is or may be enjoyed by our member, or any other business related entity or activity.
- 9.3.6 The member's rights or obligations as a director or officer in terms of the Companies Act, 1973, or Close Corporations Act, 1984.
- 9.3.7 Any self motivated or business application or registration (examples include licences, patents, copyright, etc.).
- 9.3.8 Copyright, patents, trademarks or other intellectual property rights or matters falling within the ambit of tax or fiscal laws and mineral rights.
- 9.3.9 Changing the member's own status, right or obligation, or the status, zoning or right of use of the member's place of residence.
- 9.3.10 Any of your financial investment/s in excess of R150,000.00.
- 9.3.11 Commission claims by or against yourself as an agent or principal or arising other than out of full time salaried employment.
- 9.4 Matters in which you do not have a direct proprietary and/or financial interest.
- 9.5 Matters in which you do not enjoy a reasonable prospect of success.
- 9.6 Matters where any of the material facts of a cause of action arose outside the insured period.
- 9.7 Matters that are not contentious i.e. civil or administrative proceedings where there is no dispute with another person or where your rights have not been infringed. Examples of such matters are debt counseling or where there is no dispute or if you want to draw up a contract with another person or property transfers and conveyancing matters.
- 9.8 Where any element of an alleged crime was committed outside of the insured period i.e. all the elements of a crime in a criminal case or the things which the police say are the reason for charging you, must have happened while the policy is in force.
- 9.9 Administration order hearings and administration of estates unless there is a dispute.
- 9.10 Criminal matters - Cover for criminal matters differs for serious and non-serious offences and is subject to the following special conditions and exclusions:
- 9.10.1 Serious offences: a serious offence is murder, rape, robbery, hijacking, treason, culpable homicide, sexual or physical abuse of children, indecent assault, sodomy, arson, assault with intent to do grievous bodily harm, dealing in narcotics / drugs, kidnapping, bribery, extortion, blackmail, corruption, housebreaking, breaking and entering, theft and fraud (serious offences only), receiving stolen property knowing it to be stolen, escaping from lawful custody or any conspiracy, incitement or attempt to commit any offence referred to above.
- You are not covered for legal expenses for serious offences if:
- You have claimed from us for a serious offence at any stage in the past; or
 - You have been convicted of a serious offence in the previous six years.
- 9.10.2 Non-serious offences: a non-serious offence is any other criminal offence including theft and fraud for non-serious offences only.
- You are not covered for legal expenses for non-serious offences if you have been convicted of a similar offence in the previous four years.
- 9.10.3 We do not pay legal expenses for offences for which an admission of guilt fine is payable e.g. traffic fines.
- 9.11 We do not pay legal expenses for any criminal or civil matter related to a claim or repudiation under this policy or any other dispute between the member and Scorpion or the Company or any of our employees or agents arising out of this policy.
- 9.12 We do not pay legal expenses for any claim or action brought against Scorpion.
- 9.13 Matters which are reasonably capable of being resolved satisfactorily through an administrative body or independent and impartial forum, without the need for legal representation. (For example, receiving an inflated account from the municipality does not necessarily mean that there is an infringement of your rights or a dispute between you and the municipality. It could be a simple mistake which can be sorted out by making enquiries.)
- 9.14 Any cession, surety, assignment, novation, delegation or any derivative right of recourse.
- 9.15 The acts you perform other than in your private capacity:
In other words, if you act in a representative, fiduciary or appointed capacity, you are not covered. Examples are activities by you as an executor, committee member, trustee, member of a body corporate or spokesperson etc.
- 9.16 Matters other than covered criminal offences based on or tainted with illegality.
- 9.17 Any matter in which you institute court action for the purposes of exacting revenge, or one based on malice or vexatiousness.
- 9.18 Matters relating to riots, strikes, lock-outs, labour disturbances or a concerted labour action or disturbance.
- 9.19 The drafting, negotiating, entering into or signing of any contract or any agreement or any will (excluding simple wills) or testamentary document that is not the subject of a disputed matter covered by this policy. (Various ready to use standard legal documents are posted onto our website for your convenience and you are encouraged to visit our site for additional info. Our website address is www.scorpion.biz.)

Simple Wills - We offer free Simple Wills to all our members via any of our branches. Simply visit any of our branches and enquire about the Simple Will. If a simple will is sufficient to cater for your needs, we will prepare one for you free of charge.

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| 9.20 | The member's rights or obligations as a landlord. | 9.37 | A matter in which you sue another for defamation, breach of privacy or other injuria unless in the last one (injuria) the claim is solely for patrimonial loss. |
| 9.21 | Insolvencies, liquidations, sequestrations and rehabilitations. | 9.38 | Matters not covered by accidental death legal expenses benefit cover: |
| 9.22 | Fictitious or juristic persons or firms. (This means that the policy does not cover fictitious or juristic persons or any types of business, even if it is a one-man business or partnership.) | 9.38.1 | Death by suicide whether death is caused directly or indirectly by or arising from or resulting from or contributed to by or traceable to any attempted suicide; |
| 9.23 | A class or collective action. | 9.38.2 | Death by natural causes; |
| 9.24 | Winding up of estates and matters related to establishment of trusts. | 9.38.3 | Where any claim for accidental death legal expenses benefit arises from, or is the result of any contravention of any criminal law, whether legislative or at common-law (including fraud), by you or an insured person, or by anyone acting on your or an insured person's behalf or with your or an insured person's consent, or by any person claiming any benefit under this policy. All benefits afforded in terms of this policy in respect of such claim, and premiums paid in respect of such policy shall be forfeited, and this policy may be voided or cancelled as from the date of the criminal offence, at the Company's discretion; |
| 9.25 | An unlawful protest, intimidation or threat of violence or force, to any person or public body. | | |
| 9.26 | An act aimed at promoting or frustrating economic, political, social or environmental change. | | |
| 9.27 | Riots, civil commotion, public disorder, political activity or civil disobedience or any act or activity which is calculated to bring about any of the above. | | |
| 9.28 | Any act whether on behalf of any organisation, body, person or group of persons which is calculated to influence or bring about economic, social or political change, or directed to cause damage, loss or to overthrow or protest against the government or any of its constituent parts whether by means of force or by inspiring fear in the public. | 9.38.4 | The person taking out the policy has no insurable interest in the Main Member and the person taking out the policy needs to have been given permission by the Main Member to take out a policy for the Main Member. Insurable interest means that there needs to be a recognised relationship between the person taking out the policy and the insured person and as a result of this relationship, the person taking out the policy will suffer a financial loss in the event of the death of the insured person. Where no insurable interest exists, the accidental death legal expenses cover shall be void from the Start Date of cover. |
| 9.29 | Events, conditions, situations or affairs of general public interest which affect or may affect public interest, society, an identifiable interest group or the universe generally. | | |
| 9.30 | Mutiny, military uprising, insurrection, revolution, rebellion or acts arising out of the declaration of martial law, state of emergency or siege, or any other event or cause which determines the declaration or maintenance of martial law, state of emergency or siege. | 9.39 | Debt counseling matters - Legal expenses concerning any challenge, application or opposition with regards to debt counseling matters or a debt related matter will not be covered. Scorpion will render assistance with any administrative processes concerning debt counseling matters but will not cover a member for any legal expenses in pursuit of such matters. |
| 9.31 | War, invasion, act of foreign enemy hostilities, or warlike operations (whether war be declared or not) or civil war. | 9.40 | Tax Assist exclusions
The tax helpdesk will not provide assistance to the following persons/entities: |
| 9.32 | The act of any lawfully established authority in controlling, preventing, suppressing, or in any way dealing with any occurrence referred to in clauses 9.25 to 9.31. | 9.40.1 | Provisional Taxpayers - These are individuals that earn more than R30 000 (Thirty Thousand Rand) taxable income per annum from other forms of income (excluding remuneration from an employer/s e.g. salary, wages, commission and allowances) such as rentals from a fixed property, income from any business activity whether registered or not, local interest, foreign interest and foreign dividends. |
| 9.33 | Nuclear weapons or material, ionizing, radiation, or contamination from any nuclear waste or from the combustion of nuclear fuel. | 9.40.2 | Individuals whose taxable income is greater |
| 9.34 | Any activity or attempt to perform or bring about any of the above. | | |
| 9.35 | Any occurrence for which a fund has been established in terms of the War Damage Insurance and Compensation Act, 1976. | | |
| 9.36 | Legal expenses concerning any challenge, application or opposition with regards to a dispute relating to the legality or illegality of a person's right to be present in South Africa | | |

	than R1 million (One Million Rand) per annum whether registered as a provisional tax payer or not.	11.3	There is no first amount payable / excess for a claim lodged for the accidental death legal expenses benefit.
9.40.3	<p>Juristic persons / entities – This refers to any business enterprise which includes Companies, Close Corporations, Partnerships, Sole proprietorships and any individual who carries on a trade or runs any small business whether for gain or not.</p> <p>Individuals in their 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.</p> <p>Trusts, Estates & Body Corporates.</p> <p>Persons acting in any representative capacity e.g. Trustees, Executors, Curators etc.</p> <p>Beneficiaries of trusts & estates etc.</p> <p>Residents or Non-residents of South Africa. who have earned more than 50% of their income outside the borders of South Africa.</p> <p>Individuals who have earned income in another currency other than South African Rand.</p> <p>Individuals who have earned income from a Company or Juristic entity not registered within South Africa.</p> <p>Any other form of taxes e.g. Customs & Excise queries, VAT etc.</p> <p>Making payment arrangements on behalf of individuals for any outstanding amounts owing to SARS. Individuals must appear at a SARS branch in person with proof of income & expenses. Scorpion may only offer advice on this.</p> <p>Applications for Tax Directives and Tax Clearance Certificates on behalf of individuals and juristic entities.</p> <p>Members are not covered for legal expenses concerning any query, challenge, application or opposition with regards to any tax case/query by or against SARS. Scorpion will only render assistance with any administrative processes concerning tax matters but will not cover a member for any legal expenses in pursuit of such tax matters.</p>	11.3	There is no first amount payable / excess for a claim lodged for the accidental death legal expenses benefit.
10	PREMIUMS		
10.1	The premium shall be as reflected in your schedule of insurance and may be amended from time to time.	12.8	If you are covered against payment of attorney's fees under any other policy for legal expenses, the Company's liability shall be limited to its prorated (ratable) portion of the total attorney's fees incurred.
11	EXCESS		
11.1	Before Scorpion becomes liable, the member must pay the first amount towards the legal fees for each claim for legal cover at the time of lodging the claim. This first amount is reflected in your schedule of insurance and may be amended from time to time.	12.9	In expropriation proceedings the Company's liability is further limited to a fraction of the maximum amount which is equal to the fraction which the difference between the amount first offered and the amount accepted constitutes of the amount first offered.
11.2	The member is liable for payment of this amount in respect of each claim for legal cover under this policy. This amount is commonly known as excess and is payable to your attorney at the first consultation.	12.10	For accidental death legal expenses benefit the Main Member is covered for a maximum amount as specified in your schedule of insurance, or as communicated to members from time to time through official newsletters.
12	LIMITS OF INDEMNITY		
12.1	The maximum amounts you are covered for per claim and per year are the amounts as specified in your schedule of insurance and may be amended from time to time.	12.1	The maximum amounts you are covered for per claim and per year are the amounts as specified in your schedule of insurance and may be amended from time to time.
12.2	You are covered for the legal costs of all proceedings arising out of the same insured event/s, plus opponent's costs in terms of a court order; subject to clause 12.1.	12.2	You are covered for the legal costs of all proceedings arising out of the same insured event/s, plus opponent's costs in terms of a court order; subject to clause 12.1.
12.3	We do not pay legal costs that are punitive costs awards (e.g. costs awarded against you by the court that serves as a punishment).	12.3	We do not pay legal costs that are punitive costs awards (e.g. costs awarded against you by the court that serves as a punishment).
12.4	Liability is limited to attorney's fees in accordance with Scorpion's schedule of tariffs prevailing at the time of the insured event and the standard terms and conditions of insurance.	12.4	Liability is limited to attorney's fees in accordance with Scorpion's schedule of tariffs prevailing at the time of the insured event and the standard terms and conditions of insurance.
12.5	We do not pay legal costs duplicated by changing lawyers or incurred because the member does not co-operate with us or the attorney handling the matter (e.g. not making appointments or not furnishing documents or being obstructive or passive).	12.5	We do not pay legal costs duplicated by changing lawyers or incurred because the member does not co-operate with us or the attorney handling the matter (e.g. not making appointments or not furnishing documents or being obstructive or passive).
12.6	In an appeal or review, the Company shall not be liable to provide cover unless your attorney or advocate has submitted to Scorpion a statement in writing to the effect that the proposed appeal or review proceeding has a reasonable prospect of success.	12.6	In an appeal or review, the Company shall not be liable to provide cover unless your attorney or advocate has submitted to Scorpion a statement in writing to the effect that the proposed appeal or review proceeding has a reasonable prospect of success.
12.7	In cases where the relief you seek in respect of a covered matter is also available to, and will directly benefit other persons who are part of the same identifiable group, body or association of persons, the Company's liability is limited to a fraction. The fraction shall be the same as you represent of the persons comprising such group, body or association.	12.7	In cases where the relief you seek in respect of a covered matter is also available to, and will directly benefit other persons who are part of the same identifiable group, body or association of persons, the Company's liability is limited to a fraction. The fraction shall be the same as you represent of the persons comprising such group, body or association.
12.8	This is to protect the Company against groups who utilise insurance cover enjoyed by only one person in the group. This could be to obtain some relief or benefit for the whole group. The exclusion still applies, even if the group is not formally organised. Opposing a new township development is an example.	12.8	This is to protect the Company against groups who utilise insurance cover enjoyed by only one person in the group. This could be to obtain some relief or benefit for the whole group. The exclusion still applies, even if the group is not formally organised. Opposing a new township development is an example.

These cover limits may be amended from time to time.

13 PROPORTIONATE COVER (FOR LEGAL COVER ONLY)

13.1 The maximum amount you are covered for per claim shall not be disproportionate to the value, importance or nature of the relief you seek and in general is subject to the maximum amount of cover as specified in your Schedule of Insurance. Your cover is further limited to:

13.1.1 An amount not greater than twice the reasonable value of the claim by or against the member; or

13.1.2 Not greater than twice the value of the settlement or judgment of the court of the matter; or

13.1.3 Not greater than the reasonable value of the unsuccessful claim by the member, whichever is the lowest amount.

14 DUTY TO MITIGATE (FOR LEGAL COVER ONLY)

14.1 You are required to take all reasonable steps to ensure that no violation or infringement occurs, either against or by you, and to enforce remedies capable of enforcement without the assistance of an attorney.

14.2 You must take all reasonable steps to ensure that any damage or potential damage caused by a violation or infringement of your rights is mitigated.

e.g. If a plumber has left the tap open, you have a legal duty to close it when you see it. You cannot allow it to flood your whole house and afterwards claim damages from the plumber for replacement of all the carpets in your home.

15 COMMENCEMENT, DURATION, SCOPE OF INSURANCE AND PAYMENT OF PREMIUMS

15.1 The member must pay premiums monthly in advance on or before the 12th day of each month. The member bears the responsibility to ensure that premiums are duly paid to us e.g. if Scorpion is to deduct premiums via debit order, members must ensure that there is sufficient funds in the bank account from where deductions will be made.

15.2 Methods of payment include: debit order, stop order, cash, postal order.

15.3 All members paying cash premiums must insist on obtaining a receipt from the cashier and retain the receipts as proof of payment.

15.4 Scorpion or the Company will not be liable to make any payment (legal cover or accidental death legal expenses cover) unless the premium due in terms of the legal cost protection policy has been received and paid in terms of that policy.

15.5 This insurance policy has a duration of one calendar month. Unless cancelled by Scorpion, it is renewed each month by

payment of the monthly premium by you.

15.6 Insurance cover for legal cover starts one month after the issue date of the policy (i.e. there is a one month waiting period).

15.6.1 Issue date means the date upon which the policy is issued to you e.g. if we receive and accept the member's first premium on or before the 12th day of a particular month, the issue date is the first day of the same month regardless of the date of receipt of the member's application form.

15.6.2 If we receive and accept the member's first premium after the 12th day of a particular month, the issue date is the 1st day of the following month, regardless of the day of receipt of the member's application form.

15.7 Insurance cover for the accidental death legal expenses benefit starts immediately upon receipt by Scorpion of the premiums as mentioned below. There is no 1 month waiting period as we have for legal cover. Cover is as follows:

15.7.1 For all existing and paid up members as of June 2010, the benefit will be added to this policy from 1 June 2010. No accidental death legal expenses cover exists prior to this date;

15.7.2 For all new members who join Scorpion on or after 1 June 2010, the benefit will start from the date that the first premium is received by Scorpion;

15.7.3 For all members who reinstate their policies on or after 1 June 2010, the benefit will also start from the date that the first premium is received by Scorpion for reinstatement of the policy.

16 NOTICE OF AMENDMENTS TO TERMS AND CONDITIONS OF POLICY

16.1 The Company reserves the right to amend the terms and conditions of this agreement and increase the premium from time to time upon 30 days notice by ordinary mail posted to the member's last known address or an alternative written address supplied by the member. Notice to policyholders shall be deemed to be received within 5 weekdays (excluding public holidays) of the date of posting.

16.2 If we receive payment of your premium after any such notification has been sent, you will be deemed to have agreed to the relevant amendment/s or changes in premium.

16.3 No person or company is authorised to receive premiums from you on behalf of Scorpion, unless such person is in possession of written authority from Scorpion to do so.

17 PAYMENT OF CLAIMS AND CLAIMS PROCEDURE (FOR LEGAL COVER ONLY)

17.1 You must advise Scorpion in writing or telephonically within 30 days after the occurrence of an event which may give rise to a claim.

- 17.2 Scorpion shall have the right to first attempt to settle a dispute or satisfy itself that all reasonable attempts have been made to settle the matter before litigation is instituted.
- 17.3 Scorpion's in-house legal adviser will advise you whether such option would be exercised or whether an attorney should be consulted immediately. You shall be entitled to consult an attorney or advocate who lawfully practices in the RSA.
- 17.4 At the first consultation, you will obtain from your attorney a completed and signed claim form in the standard Scorpion format and you are required to submit this to Scorpion, or request your attorney to do so on your behalf.
- 17.5 Only upon receipt of the claim form submitted by either yourself or your attorney and any other documentation reasonably requested, will a claim be registered against your name. Scorpion will thereafter either authorise or reject your claim in writing. The Company shall not be liable to cover your matter unless a written authorisation has been issued by Scorpion.
No employee or representative of Scorpion is allowed to give binding authorisation telephonically. Referral to an attorney does not necessarily mean that your matter is covered. It may be that your matter requires the urgent attention of a practising attorney to avoid prejudice to your rights.
- 17.6 You must keep a record of each consultation with your attorney, reflecting the date and duration of each consultation.
- 17.7 We only pay legal expenses that arise from litigation or court or tribunal proceedings. Your claim for payment shall be a fully itemised statement of account from your attorney, conforming, as far as practically possible, to a standard bill of costs. We are not obliged to pay any claim unless it is accompanied by a fully completed and signed standard Scorpion consultation record, or one conforming thereto.
- 17.8 We will settle claims for indemnity only upon conclusion of the mandate. Interim payments will only be settled upon making prior arrangements with Scorpion to that effect.
- 18 PAYMENT OF CLAIMS AND CLAIMS PROCEDURE (FOR ACCIDENTAL DEATH LEGAL EXPENSES COVER ONLY)**
- 18.1 In the event of a claim for accidental death legal expenses benefits in terms of this policy, your nominated beneficiary or appointed executor shall contact Scorpion on 0861 333 333 during office hours to obtain a claim form. They can also obtain a claim form at any Scorpion Branch.
- 18.2 The nominated beneficiary or appointed executor shall at their own expense submit full details in writing of the claim as soon as is reasonably possible up to a maximum of 180 (one hundred and eighty) days from the date of the event giving rise to the claim. Neither Scorpion nor the Company shall in any way whatsoever be liable to pay any benefit if the full details of the claim are not received within the maximum period stipulated above.
- 18.3 On receipt of the claim form, the claimant must complete all details and sign the claim form. In addition, the claimant must attach either the original or certified copies of the following documents:
- A certified copy of the ID document of the deceased insured's life
 - A certified copy of the death certificate (you can get this from the undertaker)
 - The BI-1663 Certificate - notification/register of death (you can get this from the undertaker)
 - Any other documents reasonably requested by Scorpion either on the claim form or subsequently thereto in relation to the claim
- 18.4 Full instructions for the submission of the claim form and supporting documentation will be reflected on the claim form. Only submitted copies certified by a commissioner of oaths will be accepted. For efficient processing of your claim, documentation can be faxed to the funeral claims division at Scorpion so that they can start processing the claim. However, the actual certified copies of documentation must still be submitted and have to be received by Scorpion before payment of the claim can be made.
- 18.5 Claim forms and supporting documentation can be:
- Delivered to any Scorpion branch
 - Faxed to 086 646 7420
- Thereafter it must be posted to:
- Scorpion Legal Protection, Claims Division, PO Box 1795, Germiston, 1400
- 18.6 Scorpion shall at all times have the right to inspect all documents relating to the claim and will communicate with your nominated beneficiary or appointed executor regarding the progress of the claim or any problems regarding the supporting documentation.
- 18.7 Payment by Scorpion of the benefits provided in the event of a valid claim in terms of this policy will be a full and effective discharge by the Company of its liability and obligations in terms of the policy.
- 19 SETTLEMENT**
- 19.1 In the event that you institute legal proceedings, you must, through your attorney, make reasonable attempts to settle the matter expeditiously either before litigation is instituted and during the course of litigation. You are required to provide sufficient proof of such attempts to Scorpion upon request.
- 19.2 Unless agreed to by Scorpion in writing, neither you nor your attorney are authorised to settle a matter unless such settlement includes full recovery of the amount paid, or to be paid to you in terms of the Insurance.
- 19.3 If you do not accept the amount of any offer made by an opponent, and such amount is equal to or in excess of the total amount you eventually accept or is awarded by the Court,

the Company shall not be liable to provide indemnity for attorney's fees incurred after the date of the offer.

20 DOCUMENTS TO BE SUBMITTED TO SCORPION AND REQUESTS TO BE COMPLIED WITH

- 20.1 You are obliged to furnish Scorpion with such documents as may reasonably be requested and to comply with any reasonable request made by Scorpion. This may be where Scorpion needs documents to assess your claim or needs you to consult with an attorney or other specialist in pursuance of a claim. Failure or refusal to supply the necessary documents or comply with Scorpion's request may result in your claim being repudiated.
- 20.2 You hereby grant power of attorney to Scorpion to obtain from your attorney or public authority or third party any document or information pertaining to a claim.
- 20.3 If you are charged with a criminal offence, you hereby authorise Scorpion to obtain from, and authorise the South African Police Services to provide to Scorpion, a copy of your or the claimant person's "SAP69" pertaining to your record of previous convictions.
- 20.4 For accidental death legal expenses cover claims, neither Scorpion nor the Company will be liable to make any payment unless all the applicable documentation, data or medical evidence and satisfactory proof of a claim, as required by Scorpion has been provided to Scorpion at the claimant's, or if applicable the nominated beneficiary's or the appointed executor's, expense.

21 SUBROGATION

- 21.1 Scorpion shall be entitled to require the member at any time before or after payment of a claim to cede to Scorpion any contingent, future or actual right to claim any costs due by any third party in respect of any proceedings indemnified under this policy.
- 21.2 Scorpion shall be entitled at any time, whether a claim has been paid in full or at all, to proceed in your name to recover any costs due by any third party in respect of any proceedings indemnified under this policy and you are obliged to do everything reasonably required by Scorpion for the enforcement of any such claim for costs. Any costs recovered shall first be applied to reimburse Scorpion in respect of any claim paid or payable under this policy.

22 EXPLANATORY NOTES, BASIS OF OPERATION AND VARIATION

- 22.1 The summaries, examples, comments and explanatory notes to this policy headed as such or printed in italics between lines wherever they appear in the body of this policy, shall not have any legal import.
- 22.2 The member's application, this membership

agreement and amendments thereto, the schedule of insurance, the member's Scorpion membership card, the standard Scorpion claim notification form, the Scorpion schedule of tariffs for insurance, the standard Scorpion referral forms and the standard Scorpion indemnity forms shall be the basis of and form part of this policy and shall constitute the sole agreement between the parties.

- 22.3 No contrary representation, or agreement to vary this policy, shall be of any force or effect unless reduced to writing and signed by either the signatory hereof or by someone specifically authorised thereto in writing by the Company.
- 22.4 The clause headings in this policy are inserted for reference purposes only and shall not affect the interpretation of any of the provisions of the policy.
- 22.5 Misrepresentation, misdescription or non-disclosure of any material fact or circumstances in connection with this policy, a claim or the application for this policy may result in this policy being cancelled, a claim rejected or the policy voided from inception. In the event that a benefit has been paid as a result of any misrepresentation, non-disclosure, misdescription or fraudulent action by an insured person, or by any person claiming any benefit under this policy such person will be required to repay or return the benefit. The Company shall be entitled to take legal action to recover the benefit and any costs involved.
- 22.6 A clerical mistake by Scorpion shall not invalidate insurance otherwise validly in force, nor continue insurance otherwise not validly in force.

23 CANCELLATION

- 23.1 Unless you pay your premium on or before the 12th day of a particular month, this policy shall be cancelled retrospectively to the first day of that particular month that the relevant premium was due. No indulgence by the Company in this respect shall be construed as a waiver of its rights.
- 23.2 Any premium we receive after cancellation shall have the effect of re-instating the cancelled policy, and shall be considered as a first premium on a new policy, in which event the provisions of clause 15 shall operate with respect to commencement of cover.
- 23.3 Scorpion may cancel the policy for any reason in our own discretion, upon 30 days written notice by ordinary mail posted to the member's last known address or an alternative written address supplied by the member.
- 23.4 Should the policy be cancelled then the provisions of clause 8 are applicable.
- 23.5 Should the policy be cancelled in terms of clause 23.3 above, any claim for indemnity by you for legal expenses must be made within 6 months of the cancellation date, failing which we shall have no liability to you in respect of a claim.

23.6 If the policy is cancelled at any time for any reason, except if cancelled within the first month of the first Issue Date, you shall not be entitled to a refund of premiums paid.
Even if you never had a claim, premiums are not refundable. This does not apply to the 1-month money back cancellation period.

23.7 The Main Member may cancel this policy at any time provided 30 days' written notice is furnished to Scorpion by the Main Member in order to allow Scorpion to give effect to the cancellation. The member may cancel his policy at any of Scorpion's branches or call our call centre on 0861 333 333.

23.8 Upon cancellation of this policy for reasons stated above or for any reason whatsoever, all benefits provided under this policy will terminate.

24 REJECTION OF CLAIMS

24.1 In the event of a rejection by Scorpion of a claim or portion of a claim hereunder, you will be notified in writing of such rejection. Scorpion may, and at its own cost, appoint an independent appraiser to review the matter. The appraiser's view shall not be binding on the Company, but may serve as a basis for a re-appraisal of the decision to reject. You will be advised of the appraiser's view and whether the rejection stands or will be re-appraised.

24.2 In the event of such rejection, the member may:

24.2.1 Make written representations to us within a period of 90 days from the date of receipt of your written letter of rejection.

24.2.2 Institute legal action against us within a period of 6 months after the expiry of the 90 day period referred to above. Should the member not serve summons on us claiming legal costs within 6 months after the expiry of the 90 day period referred to above, the member will not have a claim against us.

24.2.3 Approach the Ombudsman for Short -Term Insurance on:

- Tel: 011 726 8900
- Fax: 011 726 5501

- Postal Address:
P O Box 32334, Braamfontein, 2017

24.2.4 Direct any enquiry to The Complaints Officer acting on behalf of our insurer being Legal Expenses Insurance Southern Africa Limited on:

- Tel: 011 534 8712
- Email: ppr@leza.co.za

25 DISAGREEMENT ON QUANTUM AND OTHER ASPECTS OF A CLAIM

25.1 Our member will be notified of any decision we make with regards to the quantum or any other aspect of a claim which is in dispute between us.

25.2 In the event of the notification under clause 25.1 above, the member may make written representations to us within a period of 90 days from the date of our written rejection.

Upon receipt of such notification we may reconsider our decision and will advise our member of our final decision.

25.3 Should the member not serve summons on us claiming legal costs within 6 months after the expiry of the 90 day period referred to above, the member will not have a claim against us.

26 ADDRESSES

26.1 For the purposes of any legal processes to be served upon us, our address is:

- Beacon Office Park, Building 4, 31 Beacon Road, Florida North, 1710

26.2 For any purposes under this policy, the member's address is as recorded on the application form supplied by the member or subsequent updates furnished by the member. Notice to policyholders shall be deemed to be received within 5 weekdays (excluding public holidays) of the date of posting.

27 RETRENCHMENT BENEFIT

27.1 The Company agrees to waive the monthly Scorpion premiums while you are not in gainful employment, due to retrenchment or as a result of total / temporary disablement following an accident due to unnatural causes.

27.2 Notwithstanding the provisions of clause 5, the retrenchment cover as envisaged in this clause is applicable only to the person in whose name the policy is affected (Main Member) and not the beneficiaries.

27.3 You must have been in gainful employment as at, and continuously from, the issue date to commencement of cover.

27.4 Gainful employment shall mean working not less than 30 hours per week as a salaried, full time employee.

27.5 This waiver shall only apply if the retrenchment or total / temporary disablement occurs whilst insurance cover is operative, in respect of premiums due by you after the date of retrenchment or the date on which you become totally and temporarily disabled, for a maximum of 12 premiums from such date.

27.6 Should you be in receipt of an income or remuneration in excess of R1 000.00 per month, despite being unemployed, the premium waiver shall cease to be operative.

27.7 All other applicable provisions of the policy shall apply to this waiver, with the necessary modifications.

28 NOMINATION OF BENEFICIARY / BENEFICIARIES

28.1 For the accidental death legal expenses benefit, you may nominate a person as the beneficiary in terms of this policy. The beneficiary is the person who will receive the benefits if you die. If a beneficiary has not been nominated, the benefit will be paid out to your estate.

- 28.2 As this benefit is a cash benefit to assist the remaining family members or estate of the Main Member to deal with the financial burden of the legal consequences of the sudden death, it is suggested that the beneficiary you appoint will be the person responsible for taking care of all your legal affairs on your death.
- 28.3 It is further suggested that a person over the age of 18 (eighteen) years be nominated as beneficiary, to ensure that the benefit is available immediately after the death of the Main Member. If the nominated beneficiary is under the age of 18 (eighteen) at the time of your death, the benefit will be paid to the beneficiary's legal guardian (provided that satisfactory proof of legal guardianship is submitted to Scorpion), or to the "Guardian's Fund". It is therefore suggested that you inform Scorpion of the beneficiary's legal guardian so that payment can be made to the legal guardian if the beneficiary is under the age of 18 (eighteen) at the time of death of the Main Member.

29 INDULGENCES

Non-enforcement or indulgence of any provision in this policy will not mean that we waive any of our rights or change our obligations under this policy and will not preclude us from enforcing any terms and conditions of this policy.

30 NON-MANDATED INTERMEDIARY

We act as a non-mandated intermediary for your insurer Legal Expenses Insurance Southern Africa Limited in terms of an independent intermediary agreement under Section 48(A) of the Short-Term Insurance Act, 1998.

31 SCORPION COMPLAINTS POLICY

As an authorised Financial Services Provider, Scorpion is committed to providing our members with quality service. Scorpion's policy has always been to resolve all complaints from members, whether in writing or telephonically as quickly as possible.

Should it happen that a member does have a complaint, we undertake to:

- Resolve complaints in a manner that is fair to our members, our business and our staff.
- To inform all our members of the procedures established for the internal resolution of their complaints.
- To ensure easy access to our complaints resolution process at our offices, or by way of post, e-mail or telephone.
- Empower or properly train our staff to deal with complaints.
- Deal with complaints in a timely and fair manner, with every complaint receiving proper consideration in a process that is managed appropriately and effectively by the responsible staff member.
- Where appropriate, inform members of their

right to refer their complaints to the Short-Term Insurance / FAIS Ombudsman.

- Maintain records of all complaints received in terms of the Financial Advisory and Intermediary Services Act, for a period of five years.
- Implement follow-up procedures to:
 - Implement remedial action to prevent similar complaints from occurring.
 - Improve services and procedures where necessary in the business.

Should you, in any way, be dissatisfied with our service or you are not happy about the advice received or did not receive a full copy of our policy document, please contact the consultants at our Customer Service Desk on 0861 333 333. We urge you not to sign any incomplete or blank documents. No person may request or insist that you do so.

32 INSURANCE FRAUDLINE

At Scorpion, we strive to treat our members fairly, and do not condone fraudulent behaviour. If a Scorpion staff member has acted fraudulently or dishonestly, you can report such fraud anonymously.

The Insurance Fraudline is an independent, objective service provider that specialises in the handling of Protective Disclosures. Contact the Insurance Fraudline on

0860 002 526, or send an email to insurance@fraudline.co.za.



R. W. Smith
July 2017



SCORPION
STRIKE BACK LEGALLY

Scorpion Legal Protection is an
Authorised Financial Services Provider.

SCORPION

BRANCHES

BELLVILLE

Suite 2015, 2nd Floor, Slaney Centre,
39 Durban Road, Bellville
P O Box 2333, Bellville, 7535
Docex 38, Bellville
Tel: 021 949 2811, Fax: 021 949 4242

BLOEMFONTEIN

1st Floor, JOE building,
23 Mirriam Makeba Street, Bloemfontein
P O Box 3706, Bloemfontein, 9300
Docex 118, Bloemfontein
Tel: 051 430 1994, Fax: 051 430 2046

CARLETONVILLE

Shop 8B, cnr. Ada & Osmium Streets,
Carletonville
P O Box 656, Carletonville, 2500
Docex 7, Carletonville
Tel: 018 788 6960, Fax: 018 788 6949

DURBAN

8th Floor, Aquasky Towers
275 Anton Lembede Street, Durban
P O Box 789, Durban, 4000
Docex 352, Durban
Tel: 0861 000 449, Vax: 086 682 3053

EAST LONDON

6th Floor, Oxford House,
84-88 Oxford Street, East London
P O Box 1730, East London, 5200
Docex 51, Gasson Centre, East London
Tel: 043 742 4781, Fax: 043 742 4798

EMALAHLENI (WITBANK)

Office No. 1, 3rd Floor, Vusani House,
cnr. Arras & President Streets, Witbank
P O Box 609, Witbank, 1035
Docex 3, Sentinel, Witbank
Tel: 013 656 3390, Fax: 013 656 3115

GERMISTON

Shop 2, cnr. Victoria & Library Streets,
Germiston
P O Box 1795, Germiston, 1400
Docex 348, Germiston
Tel: 0861 333 333, Fax: 011 873 3349

JOHANNESBURG

1st floor, OPH Building,
112 Main Street, cnr. Main & Eloff Streets
Marshalltown, Johannesburg
P O Box 411, Newtown, 2113
Docex 348, Johannesburg
Tel: 0861 333 333, Fax: 011 388 4481

KEMPTON PARK

Suite 4, Perm Plaza, 20 Voortrekker Street,
cnr. Wolff Street, Kempton Park
P O Box 1765, Kempton Park, 1620
Docex 17, Kempton Park
Tel: 011 394 1632, Fax: 011 394 1962

KLERKSDORP

OASE Gemeente Building, 1st Floor,
36 Leask Street, Klerksdorp, 2571
P O Box 623, Klerksdorp, 2570
Docex 8, Klerksdorp
Tel: 018 462 7965, Fax: 018 462 7974

NELSPRUIT

Office 620-632, 6th Floor, Talis Towers,
17 Samora Machel Street, Nelspruit
P O Box 6887, Nelspruit, 1200
Docex 56, Nelspruit
Tel: 013 752 2848, Fax: 013 753 2607

NEWCASTLE

Shop No 4, Misin Centre, Scott Street,
Newcastle (Next to Shoprite Centre)
P O Box 2912, Newcastle, 2940
Docex 12, Newcastle
Tel: 034 326 4599, Fax: 034 312 1174

PIETERMARITZBURG

Shop 2, 60 Boshoff Street,
cnr. Boom Street, Pietermaritzburg
P O Box 3280, Pietermaritzburg, 3200
Docex 103, Pietermaritzburg
Tel: 033 345 6153, Fax: 033 345 6687

POLOKWANE

1st Floor, Nedbank Building,
58 Landros Mare Street, Polokwane
P O Box 4394, Polokwane, 0700
Docex 28, Polokwane
Tel: 015 291 2508, Fax: 015 291 3048

PORT ELIZABETH

1st Floor, Old Mutual Building,
Govan Mbeki Avenue, Port Elizabeth
P O Box 639, Port Elizabeth, 6000
Docex 161, Port Elizabeth
Tel: 041 585 6614, Fax: 041 585 7569

PRETORIA

Office 801, 8th Floor, Presidia Building,
255 Pretorius Street,
cnr. Pretorius & Paul Kruger Streets, Pretoria
P O Box 2159, Pretoria, 0001
Docex 367, Pretoria
Tel: 012 321 0425, Fax: 012 321 0438

ROODEPOORT

Station Square, cnr. Adolphus & Luttig Streets,
Roodepoort
P O Box 1550, Roodepoort, 1725
Docex 23, Roodepoort
Tel: 011 760 2433, Fax: 011 760 2470

SCORPION BRANCHES CONTINUED

RUSTENBURG

1st Floor, 44 Boom Street, Rustenburg
P O Box 5775, Rustenburg, 0300
Docex 27, Rustenburg
Tel: 014 592 9926, Fax: 014 592 9798

SPRINGS

Office 5, The Avenues Shopping Centre,
6th Avenue, Springs
P O Box 2285, Springs, 1560
Docex 18, Springs
Tel: 011 815 5002, Fax: 011 362 5791

VEREENIGING

Shop 1, Sarbec Place, 19 Beaconsfield Avenue,
Vereeniging
P O Box 4629, Vereeniging, 1930
Docex 32, Vereeniging
Tel: 016 422 4300, Fax: 016 422 2569

WELKOM

Shop 9, Charter House, 34 Bok Street, Welkom
P O Box 4029, Welkom, 9460
Docex 5, Welkom
Tel: 057 352 1585, Fax: 057 353 3072

SCORPION EXPRESS BRANCHES

BURGERSFORT

Malope Mahlaela Attorneys
House No. 132, cnr. Eland & Morone Streets,
Burgersfort

EMPANGENI

1st Floor, ABSA Building
39 Maxwell Street, Empangeni
Tel: 035 772 1700

GROBLERSDAL

Melanie Burger-Fourie Attorney Inc. (MBF Attorneys)
5 Wes Street, Groblersdal

KIMBERLEY

Fletcher's Attorneys
27 Angel Street, New Park, Kimberley

KOKSTAD

Maxprop Estate Agents offices
62 Hope Street, Kokstad

LADYSMITH

Kribashni Naidoo & Associates
11 Poort Road, Ladysmith, 3370

MAHIKENG

Shop no. 6, Shasons Centre
Shppard Street, Mahikeng
Tel: 018 381 7969

MAKHADO (LOUIS TRICHARDT)

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