



## COMMUNITY SCHEMES LEGAL

### **LEGAL EXPENSE POLICY**

Administered by Insuresense Consultants (Pty) Ltd and underwritten by GENRIC Insurance Company Ltd

1. **INTRODUCTION:**

Whereas the Community Scheme has applied to GENRIC Insurance Company Limited for legal expense insurance ("the Insurance") and agrees that any proposal / application or other information supplied by the Insured, or on its behalf, in relation to the Insurance shall be the basis of this Policy of Insurance ("the Policy"), the Insurer agrees to indemnify the Insured, subject to the terms, conditions and exclusions of this Policy.

2. **INSURING CLAUSE:**

In consideration of the payment of the premium by or on behalf of the Insured, the Insurer agrees to provide the Benefits (as defined below) to the Insured arising out of the Insured Matters (as defined below) which occur and are notified to INSURESENSE or the Insurer during the period that the Insurance is in force.

3. **DEFINITIONS:**

**"Audit"** shall mean an evaluation by INSURESENSE or the Insurer of the Insured's general, legal, governance and law compliance levels;

**"Benefits"** shall mean the entitlement to Legal Services provided by INSURESENSE and/or appointed legal practitioners on behalf of the Insurer to the Insured in respect of Insured Matters;

**"Companies Act"** shall mean the Companies Act No. 71 of 2008;

**"Community Scheme"** shall have the meaning ascribed to it in the CSOS Act and includes a Sectional Titles Development Scheme, a Share Block Company, a Home- or Property Owners Association, Housing Development Scheme for Retired Persons;

**"Insuresense"** shall mean Insuresense Consultants (Pty) Ltd, Registration Number: 2016/167323/07;

**"CSOS"** shall mean the Community Scheme Ombud Service Act, No. 9 of 2011;

**"Due date"** shall mean the date indicated by the Insured as the preferred premium debit order deduction date;

**"Executive body"** shall mean the Governing Body of the Community Scheme ("INSURED"), i.e. Board of Directors and/or Board of Trustees;

**"Inception date"** shall mean the date of receipt of the first premium by the Insurer;

**"Insured"** shall mean the Community Scheme that has taken out the insurance contained in this policy;

**"Insured matters"** shall mean the events as set out in Clause 4 hereof;

**"Insurer"** shall mean GENRIC Insurance Company Limited;

**"Legal Services"** shall mean the legal advisory, litigation and representation services arising from any of the Insured matters as set out in clause 4 of this policy;

**"Legal practitioners"** shall mean legal practitioners as defined in the Legal Practice Act, No. 28 of 2014 and includes references to lawyers, attorneys and/ or advocates;

**"MOI"** shall mean Memorandum of Incorporation;

**"Regulations"** shall mean the Regulations promulgated under any Act;

**"Scheme governance documents"** shall mean the Companies Act, MOI and Rules of the Company and in respect of a Body Corporate, the Sectional Titles Act, Management Rules and Conduct Rules, Use Agreements in respect of a Share Block, Constitution of a Committee established in terms of the Housing Development Schemes for Retired Persons Act, No. 65 of 1988;

**"STA"** shall mean the Sectional Titles Act, No. 95 of 1986;

**"STSM Act"** shall mean the Sectional Titles Schemes Management Act, No. 8 of 2011;

#### 4. INSURED MATTERS

## **Legal Advice**

The Insured has access to the INSURESENSE legal service centre to obtain legal advice and standard legal documents.

## **Legal Assistance**

The Insured shall be entitled to legal advice and legal representation and litigation services in any legally instituted court or tribunal, pertaining to the following matters:

### **1. Governance and Compliance**

1.1 Compliance with the following legislation and with reference to the following aspects applicable to the Insured:

- i) MOI (Memorandum of incorporation)
- ii) Company Rules
- iii) Management Rules / Constitution / Use Agreements
- iv) Conduct Rules
- v) Exclusive use areas
- vi) Directors' appointments
- vii) Trustees' election
- viii) Dispute resolution processes

1.2 **Applicable Legislation:**

- i) Protection of Personal Information Act, No. 4 of 2013 (POPI)
- ii) Basic Conditions of Employment Act, No. 11 of 2002
- iii) Labour Relations Act, no. 127 of 1998
- iv) Promotion of Access to Information Act, No. 2 of 2000 (PAIA)
- v) Community Schemes Ombud Service Act, No 9 of 2011 (CSOS)
- vi) Companies Act, No. 71 of 2008
- vii) Sectional Title Schemes Management Act, No 8 of 2011 (STSMMA)
- viii) Sectional Titles Act, No. 95 of 1986 (STA)
- ix) Older Persons Act, No. 13 of 2006
- x) Housing Development Schemes for Retired Persons Act, No. 65 of 1988
- xi) Share Blocks Control Act, No. 59 of 1980

1.3 **Dispute resolution, Arbitration and Ombud Services:**

- 1.3.1 Enforcement of legislation and rules applicable;
- 1.3.2 Dispute resolution procedures in terms of legislation or governance documentation;
- 1.3.3 Community Schemes Ombud Service, relevant processes and compliancy requirements;

1.3.4 Applications to the Community Schemes Ombud Service concerning any of the following competent orders:

1.3.4.1 In respect of financial issues –

- 1.3.4.1.1 An order requiring the INSURED to take out insurance or to increase the amount of insurance;
- 1.3.4.1.2 An order requiring the INSURED to take action under any insurance policy to recover an amount;
- 1.3.4.1.3 An order declaring that a contribution levied on owners or occupiers or the way it is to be paid, is incorrectly determined or unreasonable or an order for the adjustment of the contribution to a correct or reasonable amount or an order for its payment in a different way;
- 1.3.4.1.4 An order requiring the INSURED to have its accounts for a specified period audited by an auditor specified in the order;
- 1.3.4.1.5 An order for the payment or re-payment of a contribution or any other amount; or
- 1.3.4.1.6 An order requiring a specified tenant in a Community Scheme to pay to the INSURED and not to his/her landlord, all or part of the rentals payable under a lease agreement, from a specified date and until the specified amount due by the landlord to the Association has been recovered

1.3.4.2 In respect of behavioural issues –

- 1.3.4.2.1 An order that particular behaviour or default constitutes a nuisance and requiring the relevant person to act or refrain from acting in a specified way;
- 1.3.4.2.2 If satisfied that an animal kept in a private area or on common property areas is causing a nuisance or hazard or is unduly interfering with someone else's peaceful use and enjoyment of his/her private area or common area, an order requiring the owner or occupier in charge of the animal:
  - to take specified action to remedy the nuisance, hazard or interference; or
  - to remove the animal.
- 1.3.4.2.3 An order declaring that an animal is being kept in the INSURED contrary to the Scheme Governance Documentation and requiring the owner or occupier in charge of the animal to remove it; or
- 1.3.4.2.4 An order for the removal of all articles placed on or attached illegally to parts of a common area or 'n private area;

1.3.4.3 In respect of Scheme Governance issues –

- 1.3.4.3.1 An order requiring the INSURED to record a new Scheme Governance Provision consistent with a provision approved by the Association and/or in accordance with legislation;
- 1.3.4.3.2 An order requiring the INSURED to approve and record a new Scheme Governance Provision;
- 1.3.4.3.3 An order declaring that a Scheme Governance Provision is invalid and requiring the INSURED to approve and record a new Scheme Governance Provision to remove the invalid provision; or
- 1.3.4.3.4 An order declaring that a Scheme Governance Provision, having regard to the interest of all owners and occupiers in the INSURED, is unreasonable and requiring the INSURED to record a new Scheme Governance Provision by:
  - removing the provision;
  - if appropriate, to restore an earlier provision;
  - amending the provision; or
  - substituting a new provision.

1.3.4.4 In respect of meetings –

- 1.3.4.4.1 An order requiring the INSURED to call a general meeting of its members to deal with specified business;
- 1.3.4.4.2 An order declaring that a purported meeting of the Executive Body or purported general meeting of the INSURED was not validly convened;
- 1.3.4.4.3 An order declaring that a resolution purportedly passed at a meeting of the Executive Body or at a general meeting of the INSURED: -
  - was void; or
  - is invalid
- 1.3.4.4.4 An order declaring that a motion for resolutions considered by a general meeting of the INSURED was not passed because the opposition to the motion was unreasonable under the circumstances and giving effect to the motion as was originally proposed, or a variation of the motion proposed; or
- 1.3.4.4.5 An order declaring that a particular resolution passed at a meeting is void on the ground that it unreasonably interferes with the rights of an individual owner or occupier or the rights of a group of owners or occupiers.

1.3.4.5 In respect of Management Services-

- 1.3.4.5.1 An order requiring a Managing Agent to comply with the terms of a INSURED contract of appointment and any applicable code of conduct or authorisation;
- 1.3.4.5.2 An order declaring that the INSURED does or does not have the right to terminate the appointment of a Managing Agent and that the appointment is or is not terminated.
- 1.3.4.6 In respect of works pertaining to exclusive use areas and common areas-
- 1.3.4.6.1 An order requiring the INSURED to have repairs and maintenance carried out;
- 1.3.4.6.2 An order requiring the relevant owner/occupier: -
- to carry out specified repairs or have specified repairs made; or
  - to pay the Applicant an amount fixed by the Adjudicator as a reimbursement for repairs carried out or to be carried out in respect of the Property by the Applicant.
- 1.3.4.6.3 An order requiring the INSURED: -
- to carry out within a specified time, specified works to or on the common area for the use, convenience or safety of owners or occupiers;
  - not to carry out specified works.
- 1.3.4.6.4 An order declaring that the INSURED' decision to reject a proposal to make improvements on or alterations to common areas is unreasonable and requiring the Association: -
- to agree to the proposal; or
  - to ratify the proposal on specified terms.
- 1.3.4.6.5 An order requiring the Association: -
- to acquire within a specified time, specified property for the use, convenience or safety of owners or occupiers;
  - not to acquire specified property; or
  - to dispose of specified property within a specified time.
- 1.3.4.6.6 An order declaring that an owner or occupier reasonably requires exclusive use rights over a certain part of a common area, that the INSURED has unreasonably refused to grant such rights and requiring the INSURED to give exclusive use rights to the owner or occupier on terms that may require a payment or periodic payments to the INSURED, over a specified part of common area; or

1.3.4.6.7 An order obliging an owner or occupier to accept obligations in respect of a defined part of a common area.

1.3.4.7 In respect of general and other issues:

1.3.4.7.1 An order declaring that the Applicant has been wrongfully denied access to information or documents and requiring the INSURED to make such information or documents available within a specified time; or

1.3.4.7.2 Any other order proposed by the Chief Ombud.

1.3.4.7.3 General advice on the time frames and limitations applicable to applications to the Community Schemes Ombud Service.

## 2. **Labour Law**

- 2.1 Preparation and drafting of standard employment contracts
- 2.2 Drafting of charge sheets for disciplinary hearings
- 2.3 Drafting of warnings and notices of disciplinary hearings
- 2.4 Drafting of counselling notification
- 2.5 Chairing of counselling sessions
- 2.6 Comprehensive Labour and industrial relations assistance
- 2.7 Chairing of disciplinary hearings of a serious nature, where the outcome might lead to dismissal
- 2.8 Chairing of appeal hearings of a serious nature, where the outcome might lead to dismissal
- 2.9 Advice with regards to grievance procedures
- 2.10 Guidance and assistance with retrenchment process
- 2.11 Correspondence relating to Labour Litigation
- 2.12 CCMA assistance and representation
- 2.13 Review applications
- 2.14 Assistance regarding enforcement applications.

## 3. **Criminal Defence**

Criminal defence of:

- The Executive Body of the Insured arising from the execution and/or exercising of their scope of appointment/election to the office of the Executive Body.
- The Insured's permanent employees arising from the execution and/or exercising of their scope of employment.

## 4. **General Legal Matters**

- 4.1 Letters of demand on behalf of the Insured or in response thereto;
- 4.2 Pre-litigation correspondence relating to Civil or Commercial Litigation;
- 4.3 Access to a legal library of case law;
- 4.4 Opinions and advice regarding contractual provisions and disputes; and
- 4.5 Civil claims by and against the Insured related to the following:
  - Damage to property
  - Consumer related legal disputes
  - Guarantee and warranty claims
  - Disputes with suppliers and service providers
  - Public liability claims against the Insured
  - Collection of arrear levies and litigation thereto
  - Disputes with insurance companies
  - Delictual claims against the Insured arising from damages, injury or death from common property or common property amenities
  - Health and Safety – limited to legal issues
  - Interdicts – limited to R50 000 per case
  - Urgent applications – limited to R50 000 per case.
- 4.6 Drafting and settling of Commercial Agreements which include, amongst others:
  - Supplier Agreements in respect of essential services (i.e. water, electricity, gas)
  - Service Level Agreements with service providers (i.e. security services, managing agents, garden services, metering company, elevator services)
  - Purchase and Sale Agreements pertaining to immovable property, goods, equipment and services
  - First R5 000 of cost for considering, drafting and settling of agreements is covered.

## 5. Additional Value - Added Services\*

***\*The legal fees and disbursements associated therewith shall be for the Insured's/member's account and the discounts shall only be applicable if the Insured/member uses legal practitioners and service providers that form part of the CSL panel of legal practitioners and service providers.***

### 5.1 Value-Added Services available to the Insured:

- Free access to our web-based legal library with applicable legislation, newsletters, including precedents of basic governance documents (i.e., notice of meetings, agenda's and resolutions, etc.)
- Reduced and discounted fees in respect of legal services where specific terms and conditions will apply and which may vary:



- Advice, formulation and drafting of general governance and compliance documentation in order to comply with legislation and regulations applicable to the Community Scheme with reference to the Common Law, Companies Act, STA, STSMA and CSOS Act.
- 10% Discount on Compliance Action Plan Reports by participating and approved service providers
- Discount on valuations undertaken by the Insured.

## **5.2 Value-Added Services available to the members of the insured:**

- Reduced and discounted fees for members of the Insured in respect of legal services where specific terms and conditions will apply and which may vary:
  - Discount of up to 50% on executor's fees in respect of the administration of deceased estates
  - Discount of up to 30% on transfer fees in respect of the purchase and sale of immovable property by a member
  - Discount of up to 50% on fees payable for notarial attestation of documents
  - Discount on valuations undertaken by a member.

## **5. LIMIT OF LIABILITY:**

The liability of the Insurer in respect of any Benefits, proceeding or series of services and proceedings arising from one original cause for any Insured Matter shall not exceed R300 000 (three hundred thousand rand).

## **6. PREMIUM:**

The Insured shall pay by debit order to the Insurer the monthly premium reflected on the application form, as amended from time to time, including Value Added Tax, on or before the Due Date.

From the second month after inception of the policy onwards, the Insured is awarded a 15 days grace period from the Due Date in respect of the non-payment of the premium. From the Due Date. Failure to pay an unpaid premium within these 15 days from the Due Date will lead to cover being suspended for the remainder of that for which the premium is not paid and the Insurer shall double debit the Insured's account on the next Due Date. If the aforesaid unpaid premium remains unpaid on the aforesaid next Due Date, the policy shall be deemed to be cancelled from the last day of the month in which the last premium was received by the Insurer and no further

Benefits will be provided to the Insured as from that said last day of the month. The Insurer shall not be obliged to accept any premium tendered after the second unpaid premium but may do so on terms that it, at its sole discretion, may determine.

The Insured hereby requests and authorises the withdrawal of the premium, as indicated herein and in the Insured's policy application, against its bank account and to debit its account with the amount equivalent to the monthly premium and continuing until cancelled by the Insured in writing. All such debits against the Insured account shall be treated as though the Insured has signed and done them personally. If such payment day falls on a Sunday or recognised South African public holiday, the payment day will automatically be the next ordinary business day.

**7. EXECUTIVE BODY AND EMPLOYEE DETAILS:**

The Insured must furnish Insuresense with a list of its directors/trustees and permanent employees in its application form for cover under this Policy. Cover will only commence after receipt of such information has been confirmed by Insuresense. Benefits in terms of this Policy will only be provided in respect of persons nominated in the said list. It is the responsibility of the Insured to inform Insuresense of any change to the aforementioned list.

**8. AUDIT:**

Insuresense may conduct, upon reasonable written notice, an audit of the Insured's general legal compliance levels. This audit does not include an evaluation of compliance to Industry specific regulatory requirements. The Insured shall assist Insuresense in this regard and allow Insuresense access to its premises and all relevant documentation to enable such audit.

**9. WAITING PERIOD:**

This Policy commences on the Inception Date and from such date the Insured is immediately entitled to legal advice. Legal representation and litigation services are only available after 3 months continuous and uninterrupted duration of this Policy, and only in matters where the cause or grounds of the demand for Benefits under this Policy arose after the expiration of the aforesaid 3-month period. Regarding any legal disputes in respect of agreements, of whatever nature, only agreements that came into effect after the said 3-month period will be covered under this Policy. In matters where Insuresense are providing litigation and representation services in terms of this Policy on behalf of the Insured, and such Insured instructs Insuresense to stop its assistance in that matter before finalization thereof, then neither the Insurer nor Insuresense will be liable to provide further benefits in that same matter.

**10. CANCELLATION:**

This Policy may be cancelled at any time by the Insured by giving notice in writing to Insuresense, acting on behalf of the Insurer, in which event an Insured's entitlement to the Benefits will immediately terminate on the date of such cancellation. The Insured shall further have no entitlement to Benefits in respect of insured matters that are pending and/or partly completed on date of the aforesaid cancellation.

The Insurer may give the Insured 31 (thirty-one) days' written notice of termination of the Policy in which event the Insured's entitlement to Benefits under the Policy will immediately terminate on the date of such termination. The Benefits already incurred and payable for the completion of pending and/or partly provided Legal Services in respect of an Insured Matter occurring before such cancellation or termination shall be payable by the Insurer.

**11. POLICY CHANGES / AMENDMENTS:**

The Insurer or INSURESENSE may, at its sole discretion, amend the premium, Benefits and any of the terms of this Policy by giving 31 (thirty-one) days' notice of such changes to the Insured at the Insured's postal address or via fax, short message service or electronic mail message.

**12. GENERAL CONDITIONS:**

On the occurrence of an Insured Matter, which may result in a claim under this Policy, the Insured shall at its own expense give notice thereof to INSURESENSE, as soon as reasonably possible, and submit to INSURESENSE all information INSURESENSE may reasonably require.

No claim shall be payable and the Insured shall not be entitled to any Benefit under this Policy if the Insured does not comply with any of the conditions of this Policy.

On receipt of notification of an Insured Matter INSURESENSE will, at its sole discretion and subject to the terms of this Policy, determine the nature, extent and procedures of all Benefits covered in terms of this Policy and the Insurer will be entitled to provide such Benefits using the appointed legal resources and practitioners of INSURESENSE or those appointed by INSURESENSE. Only attorneys or legal practitioners appointed by INSURESENSE will be entitled to render Legal Services to any Insured and the Insured authorises INSURESENSE, in terms of this Policy, to appoint such persons. Only INSURESENSE may terminate the mandate of such appointed attorneys or practitioners. The Insurer or INSURESENSE will not be liable for any fees directly or indirectly incurred by any Insured where such Insured, of its own accord, instituted legal proceedings, of whatever nature or contracted the services of a legal practitioner or attorney or consultant and

INSURESENSE will not, at any stage of such proceedings, take over any such proceedings or cases.

The Insured grants power of attorney to INSURESENSE to obtain any document or information pertaining to the provision of Legal Services. All or any privilege that emanates between the Insured and the appointed attorneys or legal practitioners or consultants, will include INSURESENSE. The Insured authorises INSURESENSE to have access to and receive copies of all privileged documents or information. The Insured further authorises INSURESENSE and/or the appointed attorneys or legal practitioners or consultants to exchange privileged documents and information in order to provide Legal Services to the Insured and waives all its rights in respect of privilege with regard to such information and documents.

The Insured, through its Executive Body and / or any other representative, may not make any confessions or admissions or accept liability in any matter in respect of which the Legal Services are provided, prior to consulting with INSURESENSE or its appointed legal practitioner. Any statements made by the Insured without prior consultation with INSURESENSE or its appointed legal practitioner prior to making of such statements, shall not be binding on the Insurer or INSURESENSE and the appointed legal practitioner, and the Insured irrevocably indemnifies the Insurer, INSURESENSE and the appointed legal practitioner of any liability of whatever nature resultant to such statements.

All Legal Services are provided at the sole discretion of INSURESENSE and subject to the terms of this Policy and any of the Legal Services may be provided on a contingency basis. If the Insured does not accept the advice of INSURESENSE, appoints its own attorney, uses alternative legal products, and/or, in the sole opinion of INSURESENSE or its appointed legal practitioner, regarding any matter to be adjudicated in terms of this Policy, there is no reasonable prospect of success, or where, in the sole opinion of INSURESENSE, a reasonable settlement offer is submitted by the opponent and is rejected by the Insured, the Insurer or INSURESENSE, in these instances, will not be liable to provide or render any further Legal Services under this Policy.

Where the INSURESENSE- appointed attorney conducts a matter on a contingency fee basis and the Insured, at any stage of the proceedings regarding such matter, terminates this Policy and / or the services of that attorney, the Insured will be liable for the attorney's fees on a scale of attorney and own client and it is agreed that the amount as set out in the attorney's taxed account will be a liquid amount for purposes of summary judgement in this regard.

In the event of a court order for costs in favour of an Insured, that amount of costs is payable immediately and on demand to INSURESENSE and it is further agreed that the amount as set out in the court order will be a liquid amount for purposes of summary judgement.

The Insured shall be notified to what extent compliance with legislation is required and the Insured shall be entitled to the additional value-added services as set out on page 9 of this Policy, which costs are for the Insured's account at discounted rates.

Where costs are awarded or settled in favour of the Insured, the Insurer has the right to recover for the Insurer's own account, such costs and/or to off-set such awarded/settled costs against any benefits paid by the Insurer.

If the Insurer rejects any claim in terms of the policy, the Insured has 90 days from the date of such rejection letter to dispute this decision with the Insurer. If the dispute is not satisfactorily resolved and the Insured has not commenced legal action within 6 months after this period, all benefits afforded under this Policy in respect of any such claim shall be forfeited.

Misrepresentation, misdescription or non-disclosure of any material facts, in relation to the Legal Services or during the Insured's application or dealing with INSURESENSE, shall render the Policy voidable and the Insured shall forfeit any Benefit payable in terms of this Policy.

The Insurer or INSURESENSE will not be liable to provide any Benefits in the following instances:

- any claim that is false or fraudulent;
- any claim where the Insured acts without the consent of the Insurer or INSURESENSE or contrary to the advice of the Insurer or INSURESENSE regarding the claim and the benefits which will be provided;
- prior to the issuing of written confirmation of the Insurer or INSURESENSE that the claim has been accepted;
- where the Insured fails to give proper instructions and/or assistance regarding its claim within a reasonable time to the Insurer or INSURESENSE or the legal practitioners appointed by INSURESENSE;
- where the Insured misrepresented any facts or did not disclose to INSURESENSE, the Insurer or the appointed legal representative all facts relevant to a claim;
- where the Insured is responsible for anything which in the reasonable opinion of the Insurer or INSURESENSE prejudices the Insured's prospects of success in the prosecution, defence or settlement of the proceedings;
- where the Insured does not comply with the advice, instructions or recommendations of INSURESENSE following an Audit;
- where the Insured is non-compliant with any statutory requirements (By Local as well as National Government) However, INSURESENSE may, in its sole discretion, provide assistance in such matters. Where the Insured is not compliant in respect of any Legislation or prescriptions by any regulatory body, the provisions of the Policy shall not apply to the extent that the Insured is not compliant or has no locus standi to take any action or to defend any action under the insured matters and no benefits shall accrue prior to compliance. The Insured shall be notified to what extent compliance with legislation is required and the Insured may utilise the value-added services as set out on page 9 of this Policy with regard to obtaining of compliance. The costs of those services are for the Insured's account at discounted rates;
- if, in the sole opinion of INSURESENSE, regarding any matter to be adjudicated in terms of this policy, there is no reasonable prospect of success, or where, in the sole opinion of

INSURESENSE, a reasonable settlement offer is submitted by the opponent and is rejected by the Insured;

- any Insured Matter that occurred, or any claim lodged after the Insured's maximum annual benefit has been reached.

### 13. **VAT**

This document, together with proof of payment of premium, constitutes an alternative to a tax invoice, debit note or credit note as contemplated in sections 20(7) and 21(5) of the Value Added Tax Act N0 89 Of 1991. All sums insured and premiums are inclusive of VAT at 15%.

GENRIC Insurance Company Limited VAT number: 4190226169

### 14. **JURISDICTION:**

Legal Services are provided only in respect of matters that fall within the jurisdiction of the South African Courts and where South African Law applies.

### 15. **EXCEPTIONS:**

The policy excludes:

- Indemnification of the Insured in respect of payment of claims awarded against the Insured in utilising any of the Benefits.
- Any order in any proceedings in respect of an insured Matter, made in respect of legal and / or any other expenses, in favour of the Insured's opponent and / or any other party in such proceedings.
- The payment of any fine, penalty, tax, levy, surety, any witness fee, any costs pertaining to expert witnesses and expert witness reports, travelling or subsistence costs, any payment or reimbursement of money to the Insured, of whatever nature.
- Insured Matters that occurred outside the borders of Republic of South Africa.
- Disputes with local authorities concerning services where dispute resolution processes apply.
- Events or circumstances which had commenced or occurred or where the cause or grounds of action arose prior to inception of the policy or within the 3-month waiting period, as well as any dispute in respect of agreements, of whatever nature, entered into by the Insured prior to inception of the policy or within the 3-month waiting period.
- Claims instituted after 90 days from the date of an insured event or on which the Insured became aware of an occurrence of an insured event or a claim against him that falls within the ambit of an insured event.
- Matters that are purely administrative in nature.
- Matters relating to:

- 
- Business rescue proceedings
  - Liquidation proceedings
  - Investment and pension/provident fund disputes
  - Citizenship related legal problems of the Insured's employee
  - Municipal services and water, electricity and rates account problems
  - Disputes, of whatever nature, between the Insured and the developer of the Insured
  - Defamatory statements / comments / utterances made on social media platforms or that are not published in printed or electronic media
  - Small Claims Court matters
  - SABC licences
  - Land claims
  - Constitutional Court proceedings
- Any act or activity pertaining to political activity / riot, civil commotion, labour riot/strike/lockout or public disorder.
  - Ionising radiation or contamination by radioactivity from an irradiated nuclear fuel or any nuclear waste from the combustion of nuclear fuel.
  - The radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component thereof.
  - War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, riot, rebellion; revolution, insurrection, military or usurped power, or confiscation or nationalisation or compulsory purchase, requisition, destruction of or restrictions or controls placed on or damage to property by or under the order of any government or public or local authority.
  - All matters not specifically included in the definition of Insured Matters.
  - This Policy and all actions, whether actual or contemplated, brought against the Insurer and / or INSURESENSE by the Insured.
  - Matters that are, in the sole opinion of INSURESENSE, trivial.
  - Claims or disputes with a monetary value below R 5000 (five thousand Rand) where a monetary value can be determined.
-