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# YOUR RODEL4U LEGAL POLICY WORDING

UNDERWRITTEN BY GUARDRISK INSURANCE COMPANY LIMITED  
Financial Services Provider Licence No. 75  
ADMINISTERED BY RODEL ADMINISTRATION SERVICES (PTY) LTD  
Financial Services Provider Licence No. 5431

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## WHAT DO THESE WORDS IN YOUR POLICY CONTRACT MEAN?

**“Administrative Proceedings”** mean proceedings by or against the insured that is not decided in a Court or Tribunal;

**“Administrator”** Rodel Administration Services or anyone who may act on our behalf. As an authorised Financial Services Provider under license number 5431 we were appointed by the Insurer to market and sell insurance policies, deal with your claims and collect your premiums;

**“Agent”** a person who may act on another person’s behalf;

**“Business Act/s”** anything you do that is commercial in nature;

**“Commercial”** any trade, profession, investment or work that you do for income or profit

**“Consultant”** a person who gives professional or expert advice, but will not include a person who does any form of market survey or comparison;

**“Court/s”** a tribunal that was created by law to hear and determine cases;

**“Dangerous Activity or Sport”** something that cannot be done relatively safely even if reasonable care is used;

**“Death”** when a person’s life comes to an end;

**“Domestic Disputes”** mean all disputes dealt with in a court

between Spouses or between a Spouse and a Child

**“Educational Institution”** a registered tertiary academic institution;

**“Effective date”** the date on which your first premium is received and your policy starts;

**“Employee”** a person working for another person or a business firm for pay;

**“Examples”** one of a number of things that will make something clear;

**“Illegal”** anything that is not allowed in law;

**“Labour Consultant”** a person that was appointed by the Administrator to give professional or expert advice in relation to labour matters or your work

**“Legal Expenses”** are the professional fees agreed upon between the Administrator and a person who provides professional services that will exclude any payments.

**“Main Member”** the person in whose name the policy is issued;

**“Malice”** a desire to inflict injury, harm, or suffering on another;

**“Medical Practitioner”** a person who is qualified in medicine and registered with the Medical Board of South Africa;

**“Nominated Beneficiary”** a person who may claim the death

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Rodel Administration Services (Pty) Ltd is an authorised financial services provider - FSP 5431  
VAT Nr. 4420210264 Reg Nr. 1997/013419/07

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benefit if the main member or his/her spouse dies;

**“Policy”** this policy document as amended from time to time by the Insurer including the policy and benefit schedule and the documents that were completed when application for the policy was made;

**“Professional Service Providers”** refer to practicing attorneys, advocates, paralegals and consultants appointed by the Administrator;

**“Representatives”** a person who renders a financial service to a client on behalf of the FSP;

**“Repudiation”** meaning the rejection of documentation or information submitted;

**“Spouse”** any two people who live together as a husband and wife and also includes life partners who are of the same sex;

**“State”** any Government Department, Committee, Office or Institution;

**“Statutory bodies”** any Office or Tribunal that was created in terms of a law;

**“Territorial Limits”** the boundaries of the Republic of South Africa;

**“The Insurer”** means Guardrisk Insurance Company Limited, a Financial Services Provider No: 75 who is a registered short-term insurer;

**“The Insured”** means: - The Main Member including his or her spouse;

- A maximum of entry age 64
- A maximum of five dependent children who are:
  - Under the age of eighteen
  - Under the age of twenty five and a full time student at an Educational Institution;

**“Tribunal”** a court of justice or any place where the law is administered

**“Waiting Period”** is the amount of time an insured must wait before some or all of their coverage comes into effect;

**“We/ us”** the Insurer and/or the Administrator, and

**“You/your”** the Insured as defined above.

## 1. HOW TO INSURE YOUR FAMILY

You must provide us with the relevant details of your spouse, together with the names and dates of birth of a maximum of five dependent children. We will record every person you mentioned on your policy. If your family members are not mentioned on your policy they are not covered. You may change or replace any nomination by notifying us of the change before any claim event has happened.

## 2. WHAT'S IN IT FOR YOU BENEFITS

2.1 If your monthly premiums are paid up to date, we will pay the benefit your policy offers, which may also include legal assistance or legal expenses for the services of professional service providers required for protecting your rights and your interest together with death benefits for the main member and his or her spouse, subject to the terms & conditions of this policy

2.2 The benefits you enjoy are listed in the benefit and policy schedule and we may change it from time to time if we give you 30 days written notice of any intended changes.

## 3. WHAT THE INSURER AND ADMINISTRATOR WON'T BE RESPONSIBLE FOR AND DON'T GUARANTEE

3.1 Rodel is a Financial Service Provider and therefore all legal claims are outsourced to external service providers due to specific legal expertise required by each legal claim. The purpose of outsourcing the legal claims is to ensure that our clients / the insured legal requirements are met. We cannot ensure that the outcome of each claim will be favourable or a success, and consequently cannot be held liable in the event that it isn't.

3.2 We do not guarantee: - The expertise or advice given by an appointed Professional Service Provider. - Any decision by any court or tribunal either in favour of or against the Insured.

## 4. EXCLUSIONS - THE FOLLOWING IS NOT COVERED

4.1 Any political activities by the Insured.

4.2 Any claim by the Insured against us.

4.3 Events, conditions or circumstances which may be against the public interest or that of society.

4.4 Any act or activity aimed at overthrowing or influencing any public or tribal authority with force, warlike activity or means of fear to bring about any civil commotion, public disorder, riots or public disobedience.

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4.5 Matters relating to riots, strikes, lock-outs or a concerted class labour action or disturbance.

4.6 Any attempt to perform any of the acts that are excluded.

4.7 Any –

4.7.1 expropriation or land claims proceedings;

4.7.2 administration of deceased estates;

4.7.3 drafting of wills;

4.7.4 RAF claims and proceedings;

4.7.5 matters falling within the jurisdiction limit of the small claims court.

4.8 More than one claim relating to or arising from the same set of circumstance or cause of action.

4.9 Any policy benefits after the date the policy is cancelled whether by the Insured or the Insurer, even if any of the matters covered is not finalised when the policy is cancelled.

4.10 If the same set of facts gives rise to more than one claim by different insureds, only the main member will be allowed to claim, and if the main member does not claim the main member can nominate in writing one insured who can claim.

4.11 Any cause of action that arose before the effective date.

4.12 You will have to provide us with proof that none of the exclusions apply to qualify for a claim.

## 5. THE FOLLOWING GENERAL CONDITIONS APPLY

5.1 Your application for the policy is the basis of this policy and forms part of the policy.

5.2 The policy contract and amendments thereto, the application for the policy and the policy and benefit schedule make up the whole agreement between the Insured and Insurer.

5.3 The policy cannot be varied, changed or altered by anyone other than the Insurer or the Administrator by written notice.

5.4 You must take all reasonable steps to limit and prevent any ability for damage or loss.

5.5 If you are covered for Legal Expenses under any other policy, the Insurer will only pay a rateable portion of the total Legal Expenses incurred under this policy.

5.6 The Insurer has the right to cancel your policy by giving you thirty one days notice and the Insured will not enjoy any policy benefits after the date the policy was cancelled.

5.7 You may cancel the policy at any time with written notice to us, and when the notice is received the policy will provide no further benefits to the Insured lives.

5.8 You must inform us immediately by notice in writing if any fact or circumstance that arises while the policy is valid increases the Insurer's risk. If you fail to notify us it may result in a repudiation of any claim you have submitted for policy benefits.

5.9 We may notify you of any amendment to the cover, conditions, exclusions, rules or benefits of the policy by way of mail delivered by the SA Post Office, short message service (SMS) or electronic mail. You acknowledge that the preferred means of notice to you will be by the mobile telephone number you communicated to us and recorded in the Insurer's records. Any notice sent to you by electronic mail or SMS will be regarded as received by you. It is therefore your duty to notify us of any change in your contact details.

## 6. YOUR PREMIUM PAYMENTS AND WHAT WILL HAPPEN IF YOU DON'T PAY YOUR PREMIUMS

6.1 Premiums are payable in advance.

6.2 You are responsible to ensure that sufficient funds are available in your bank account for payment of your monthly premiums.

6.3 Your cover, subject to the rules, conditions and exclusions of the policy, starts after your first premium is paid and will remain in force for as long as your premiums are paid monthly thereafter.

6.4 Your monthly premium will be deducted via debit order. To minimize the risk of adverse banking fees for you in the event that insufficient funds are available to pay your premium, funds may be collected before, on, or after your preferred debit order date.

6.5 If the Insurer is not successful in deducting your premium, two premiums will be deducted the following month.

6.6 If your premiums are unpaid for two consecutive months, your policy will be cancelled.

6.7 If you stop the payment of your premiums at your bank, your policy will be cancelled immediately, and no further deductions will be made.

6.8 The Insurer has the right to decide whether arrear premiums will be accepted in the event of a claim or at any other time and/or whether the policy will be cancelled, and the arrear premiums refunded to the Insured.

6.9 If you cancel the policy, you are not entitled to a pro-rata refund of a premium.

6.10 If the Insurer cancels the policy, you are entitled to a pro-rata refund of a premium.

6.11 The Insurer has the right to increase the monthly premium from time to time subject to 31 days written notice to you.

## 7. HOW TO CLAIM AND WHAT TO DO

7.1 You must submit a claim in the manner we advise within thirty days after an event that is covered under the policy. If you are unable to report a claim to us in writing immediately or within thirty

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days, the claim must be reported telephonically to us within thirty days and we will provide you with further instructions. If you do not submit a claim within the prescribed time you will not be able to claim any policy benefits.

7.2 Within 24 hours of receiving any summons, charge sheet or other legal document, you must contact the Administrator and submit copies of all legal processes and documents about the matter to the Administrator at no cost to us.

7.3 You may not consult with any Professional Service Provider before we have confirmed that you have a valid claim in terms of the policy.

7.4 We will decide on the Professional Service Provider that will represent you and if you appoint your own representative you will not be able to claim any policy benefits.

7.5 The Administrator has the right to first attempt to settle a matter before a Professional Service Provider is appointed.

7.6 You must continue to pay the monthly premiums while legal proceedings are in progress. If you do not pay your premiums your policy will be cancelled and you will not be able to claim any further policy benefits. Refer to clause 6.

7.7 If legal proceedings are instituted you must make all reasonable attempts through the appointed Professional Service Provider to settle the matter if you are advised by the Administrator to settle a matter.

7.8 The Insurer has the right to recover any legal costs from an opposing party for its own account.

7.9 Neither you nor the appointed Professional Service Provider may settle any claim with an opposing party unless the settlement includes all legal costs, unless we have in writing agreed to waive any right to demand legal costs.

7.10 If you refuse to accept any offer of settlement and the final outcome of a matter equals or is less than the settlement amount, you will be liable to pay us back any benefits we have paid from the date the offer was made to you. We may also deduct any premium you owe us from a payment that is due to you if a matter is settled.

7.11 You must, without any cost to us, furnish us with any information or documents that we may require. If the information or documents are held by someone else you need to give permission to that person that we may access it.

7.12 For clarity, the Insured hereby expressly gives the Administrator permission to obtain any document or information that is needed for the administration of the policy from any Public Authority or third party and this permission may not be withdrawn while the policy is in force.

7.13 We will provide you with an update of all benefits your policy

offers from time to time and the benefits at the date of a claim event will determine the benefits you can claim.

## 8. WHAT TO DO IF YOUR CLAIM IS REPUDIATED OR A CONFLICT OR DISPUTE ARISE BETWEEN YOU AND THE INSURER

8.1 If your claim or a portion of the claim is rejected by the Insurer and you do not agree with the rejection, you must submit your objection to the Insurer in writing within 90 days after the rejection. The Insurer will then review your claim and advise you in writing of the decision.

8.2 If you are not satisfied with the outcome of the Insurer's decision you must notify the Insurer in writing within 90 days from the date the Insurer for the first time rejected your claim or a portion of your claim.

8.3 If you want to challenge and refer the Insurer's decision to any other tribunal or Court, you must do it within 6 months after being notified of the Insurer's decision.

8.4 Remember that you may not use your Rodel policy if you want to challenge a decision made by the Insurer or the Administrator.

## 9. COOLING-OFF PERIOD

You are entitled to cancel your Policy in writing to the Administrator within 30 days after the date of receipt of your Policy documentation or from the reasonably determined date on which you received your Policy documentation, only where no benefit has yet been paid or claimed or the event insured against under the policy has not yet occurred.

## 10. MISREPRESENTATION, FRAUD AND NON-DISCLOSURE

If you do not give us all the information we requested, incomplete information, incorrect information or fraudulent information is provided when you applied for the policy or when you claim any policy benefits, we may repudiate a claim or cancel the policy or correct any terms or provisions of the policy.

## 11. CONTINUATION OPTION

In the event of the death of the Main Member the policy will not terminate as long as premiums are paid. The reason for this is that the spouse or life partner of the deceased is a beneficiary for ownership of the policy who becomes the new Main Member and owner of the policy. The new Main Member will then have to make arrangements with us for the payment of policy premiums and continue to enjoy all the benefits the policy offer.

**HOW TO GET HOLD OF US** Website: [www.rodelsa.co.za](http://www.rodelsa.co.za)  
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