



Broker Law Legal Costs and Advice Insurance Policy

underwritten by

Reg. No 1966/010741/06

MUTUAL & FEDERAL | **risk
financing**

WELCOME TO A-SURE CONSULTING

Welcome to the A-Sure Consultant family. As a valuable client of A-Sure Consulting we look forward to attending to your legal needs.

This policy document contains the terms and conditions of your policy. We urge you to read it in detail and familiarize yourself with its terms and conditions. Please contact us if you have any questions and make sure that the Schedule of Insurance reflects your details correctly.

We believe that you will find the security of having 24-hour access to a lawyer most comforting. You are welcome to call us for legal advice on any matter including those that are not covered under the policy. Our in-house Legal Advisers are most willing to assist you.

Your a-Sure Consultants membership card is enclosed with this booklet. Please sign it immediately and have it handy should you need to use it.

Our 24-hour number, should you need it, is **TBA**

We look forward to serving you for many years.

1. INSURER, ADMINISTRATOR, INSURED AND AGENT

1.1 The Insurer

The Insurer is Mutual & Federal Risk Finance Limited. The Insurer carries the risk and pays the claims.

1.2 The Administrator

The Administrator is A-Sure Consultants, an Underwriting Manager of Mutual & Federal Risk Finance Insurance Company Limited. The Administrator is appointed and authorized by the Insurer to issue the Policy, accept premiums, provide legal advice, appoint the Legal Adviser and settle the claim on behalf of the Insurer. The Insurer and the Administrator are hereafter collectively referred to as “we/us”.

1.3 The Insured and Insured Person

The Insured (you) is the person in whose name the Policy is issued and who is covered in terms of the Policy and you must be a citizen of the Republic of South Africa (RSA) residing in the RSA, a permanent resident of the RSA or in possession of a lawful RSA work permit.

1.4 The Dependents of the Insured

The Dependents are the Insured’s legally married spouse and their biological or legally adopted children under the age of 18 years who are still living with the Insured at the time of the happening of the insured event.

1.5 The Agent

The Agent is the person named in the Schedule of Insurance who has affected the sale of this Policy to the Insured.

2. INTRODUCTION

We will pay your claim in respect of the Insured Event subject to:

- 2.1** All the Terms, Conditions and Exceptions of the Policy.
- 2.2** The payment of the premium and acceptance thereof as defined in the Premium Payment and Due Date Clauses.
- 2.3** The Insured Event occurring during the Period of Insurance.
- 2.4** The Limit of Indemnity.
- 2.5** The waiting period of 90 days (three months paid premium).
- 2.6** Excess
- 2.7 Prior Events**

The insurance covers only future events and not disputes arising from past events or circumstances, whether the Insured knew about those events or not.

3. INSURED AND CLAIM EVENTS

The Insured Events are the following, subject to Clause 6 – Exceptions:

3.1 Legal Advice

The need for you or the Insured Person to obtain Advisory service from us on any legal matter of concern to you or the Insured Person.

3.2 Claim in respect of Legal Costs and Expenses

A claim in respect of your legal costs and expenses, only arising out of disputes, which are the fees, costs and disbursements reasonably, properly and necessarily incurred by you or the Insured Person in respect of the following Insured Events:

- 3.2.1** a civil action instituted by or against the Insured Person in his personal capacity.

- 3.2.2 a criminal action instituted against the Insured Person.
- 3.2.3 legal action taken by you in respect of death or personal injury of the Insured Person.
- 3.2.4 legal action taken by or against the Insured Person in respect of the Contract of Employment of the Insured Person.
- 3.2.5 Legal action taken by or against the insured in respect of access to children but only if the Insured Event occurs 12 months after the Inception date of the Policy.
- 3.2.6 any infringement of the legal rights of the Insured Person.

3.3 FAIS and the FSCA

Broker Law will grant South African Brokers, Policy Holder, Financial Planners and Advisors, equal, fair and affordable access to justice and legal assistance with regard to complaints against their brokerage firms, or themselves in person, by FAIS. It gives brokers the opportunity to have access to legal advisors, an attorney and an advocate via email, telephone and/or in person, for any enquiries regarding FAIS.

Broker Law offers appropriate legal counselling, advise and representation. Broker Law undertakes to render legal services to the client with all matters relating to the Financial Advisory and Intermediary Services Act (shortly referred to as FAIS Act), Act no 37 of 2002, which includes general enquiries, the handling of all claims and complaints on behalf of Client, appearing before the FAIS Ombud. Upon execution of findings, even approaching the Supreme Court for a review application in appropriate circumstances.

Broker Law and/or its representatives, has extensive knowledge on the FAIS Act and specialises in all FAIS related matters.

4. GENERAL TERMS AND CONDITIONS

4.1 Observance of Terms

You and any Insured Person must observe and fulfil all the Terms and Conditions of the Policy.

4.2 The Policy (Basis of Agreement)

Your Application for insurance is the basis of the Policy. The Application together with the Schedule, which contains all the particulars of the cover together with the Policy Wording, the Membership Card and any Endorsement shall form the full Policy. The Policy constitutes the sole agreement between you and us.

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

4.3 Definitions

4.3.1 Legal Adviser

The Legal Adviser is the attorney or other appropriately qualified person, firm or company appointed by us to act on your behalf.

4.3.2 Proceedings

Proceedings shall mean the pursuit or defense of civil, criminal or labour related proceedings in respect of an Insured Event within the Republic of South Africa.

4.3.3 Forum

Forum shall mean a Court of Law, being a Magistrate's Court or High Court, or any other Forum approved by the Insurer in writing.

4.3.4 Third Party

The Third Party is the opposing party in the Proceedings.

4.3.5 Period of Insurance

The Policy is a monthly contract and the Period of Insurance is therefore with effect from the Inception date to midnight on the last day of the month and is automatically renewed every month on payment of the premium.

4.3.6 Territory

The Territory is the area inside the borders of the Republic of South Africa. Any incident which occurs outside the Territory is excluded.

4.3.7 Premium Payment and Due Date

The premium is payable monthly as defined in the Schedule of Insurance on or before the Due Date in accordance with the Payment Method:

437.1 Debit Order: We will arrange the Bank Debit Order on the Due Date or nearest working day to the Due Date if the Due Date falls on a Saturday, Sunday or Public Holiday.

Should your debit order be returned due to insufficient funds or for any other reason, we may resubmit the debit order after your chosen payment date. This will ensure that your policy remains in force and does not lapse.

If the premium is not paid for the month, we may arrange a Bank Debit Order deduction on the Due Date of the following month for the previous month's unpaid premium as well as the current month's premium.

- 43.72 Cash: You must pay the premium in Cash to us on the last day of the previous month for the following month. We will not send a reminder that your premium must be paid.
- 43.73 Bordereaux: You must pay the premium before or on the Due Date to the Agent.

Notwithstanding the Payment Method it is always your responsibility to ensure that payment has been made.

If the premium is not paid the Policy will automatically be cancelled and shall be deemed to be cancelled with effect from the last day of the month for which premium has been received. There is no obligation on us to advise you of such cancellation.

If the Policy has been cancelled, we may at our sole discretion reinstate the Policy, but subject to the Waiting Period of the Policy applying from the date of reinstatement where such reinstatement date is considered to be the Inception Date of the Policy.

In the event of a claim being made, the monthly premium will remain payable until the completion of that particular case.

In terms of the Short-Term Insurance Act No. 53 of 1998, a grace period of 15 days from the Due Date is allowed for payment of the premium. The grace period for payment of premium with a Due Date of the 1st therefore extends payment to the 15th of that month. The grace period for payment of premium with a Due Date of the 15th therefore extends payment to the last day of the month.

4.3.8 Amendments and Cancellation

We have the right to cancel the Policy or change any Term or Condition thereof by giving you 30 days written notice. All amendments and communications to you will be deemed to have been duly sent and received if it has been sent to the postal address as stated in the Schedule.

You have the right to cancel the Policy by giving immediate written notice to us. The Policy will then be cancelled with effect from the last day of the month in which the cancellation has been received.

If we have changed any Term or Condition of the Policy and you fail to cancel the Policy in writing, it shall mean that you have accepted the amended terms.

4.3.9 Limit of Indemnity

439.1 The legal costs and expenses payable by us in respect of a claim shall not exceed the monetary value of the claim amount of the case, either against or for the Insured Person and are subject to Clause 4.3.9.2 below.

439.2 We will not be liable to pay more than the Limit of Indemnity as

specified in the Schedule in respect of any one occurrence giving rise to an Insured Event and the annual Aggregate Limit of Liability specified in the Schedule in respect of the aggregate amount of claims in one Period of Insurance (one year).

4.3.10 Waiting Period

Notwithstanding the Inception Date of the Policy, cover only incepts after the expiration of the Waiting Period, which is 90 (ninety) days. Premium must therefore be paid for three consecutive months after the Inception date and the occurrence giving rise to the Insured Event must occur after the 90 (ninety) day Waiting Period. This does not apply in respect of Legal Advice (Insured Event 3.1), which is available on payment of the first premium.

4.3.11 Arbitration

43.11.1 If a dispute arises between the Insured and the Insurer in respect of the cover afforded by this Policy, the matter shall be referred to an independent arbitrator (an attorney or advocate) as agreed by both parties. Failing such agreement, the arbitrator will be appointed by the President of the Law Society or its successor in Title.

43.11.2 The Insurer may in its sole discretion instruct the arbitrator to conduct the arbitration in an informal manner, doing away with such formalities and rules, procedures and evidence as is required or allowed under the Arbitration Act. However, such arbitration shall be in accordance with the Arbitration Act.

43.11.3 Such arbitration shall be held at the time and place specified by the Insurer.

43.11.4 The arbitrator's findings shall be final and binding on both parties.

43.11.5 For the purpose of Clause 5.8.3 Prospects of Success, the arbitrator shall act as an expert and his decision shall be final and binding.

4.3.12 Termination of Employment

If your employment is terminated due to retrenchment or as a result of Total or Temporary Disablement following an accident while our Legal Adviser is handling a matter or case on your behalf, the cover will continue until completion of that particular matter or case and no new claims will be covered.

4.3.13 Consent for Sharing of Information

You hereby, on behalf of yourself and any Insured Person, waive any right to privacy in any insurance information provided by you or on your behalf, of any insurance policy or claim made or lodged by you. You hereby consent to such information being disclosed to any other insurance company or its agent. You also acknowledge that the information provided by you may be verified against other legitimate sources or databases. You also waive any rights of privacy and consent to the disclosure of any information relevant to any insurance policy or claim concerning you or any Insured Person.

If you are charged with a criminal offence, you hereby authorize A-Sure Consultants to obtain from, and the South African Police to provide to A-Sure Consultants, an “SAP69” or similar form pertaining to your record of previous convictions.

If you have been convicted of any of the following Serious Offences, then you will not be covered for a similar offence for a period of six (6) years from the date of such conviction:

- murder
- rape
- robbery
- sexual or physical abuse of children
- dealing in narcotic drugs
- kidnapping
- bribery
- extortion
- blackmail
- corruption
- or an attempt to commit any of the above crimes.

4.3.14 Excess

This is the First Amount payable by you as specified in the Schedule of Insurance in respect of each and every Claim in respect of Legal Costs and Expenses.

4.3.15 Personal Information

It is your responsibility to advise us of any changes to your personal details, e.g., banking details, physical and postal address and contact details.

4.4 Indulgences

If for any reason we do not enforce any provision in this Policy strictly or at all, this does not mean that we waive any of our rights or change our obligations under this Policy, nor will that indulgence stop us from enforcing this Policy strictly thereafter.

5. CLAIMS, TERMS AND CONDITIONS

5.1 Claims Notification

You must advise us as soon as possible but within 30 days that you become aware of an Insured Event that may give rise to a claim. We will not be liable to pay any claim which is advised to us after 30 days of the Insured Event occurring.

5.2 Safeguard of your and our Rights

You must take all reasonable steps to safeguard your and our rights prior to referring the matter to us.

We require your full co-operation at all times and a lack of such co-operation will result in us not paying a claim in terms of the Policy. If, in our opinion, you are responsible for anything which may prejudice the prospects of the success or our position in the Proceedings, we will not be liable to pay the claim.

You do not have any authority to make any representations on our behalf and no commitments or undertakings that you make will be binding on us.

5.3 Legal Adviser

We will provide the legal advice as is covered in terms of the Policy.

When we decide to appoint a Legal Adviser to take a matter further, we have the exclusive right to nominate and appoint such Legal Adviser. We may in our sole discretion allow you to choose a Legal Adviser from a list that we will provide to you. We, however, may accept or refuse your nomination without giving any reasons. If we refuse your nomination, we will appoint a Legal Adviser of our own choice. Our decision shall be final and binding on all parties.

Notwithstanding the above, the Legal Adviser is your agent and not our agent and he is deemed to have been appointed and instructed by you.

We will not be liable for any damages (consequential or otherwise) arising out of any advice given in good faith or action taken or any other conduct whatsoever, notwithstanding any mistake, error of judgment or negligence on our part or that of our agents or representatives.

The Legal Adviser shall act at all times as your attorney and/or legal adviser and an attorney and client relationship shall exist between you and the Legal Adviser.

We reserve the right, through our employees, agents or attorneys to take over and conduct the Proceedings in your name.

5.4 Rights of Admission

We reserve the right of admission to our offices, which shall be the offices of our Insurer, Administrator and our Agent. You or the Insured Person will not be interviewed if you/he is under the influence of any alcohol or drugs.

5.5 Appeals and Reviews

We will not be liable for any legal costs and expenses relating to any appeal or review thereof, if Proceedings are not successful in the Forum where the matter is first heard, irrespective of the cost incurred in or the status of the Forum. We may, at our sole discretion, agree to provide further cover in respect of any appeal or review proceedings.

5.6 Information required and our Rights

You will at your own expense and at all times:

- 5.6.1 provide us with all the information and evidence in your possession that we may require.
- 5.6.2 provide us with a truthful account of the facts of the Insured Event.
- 5.6.3 produce and/or execute all documents reasonably requested by us.
- 5.6.4 follow our advice or instructions and co-operate with us in all respects and keep us and the Legal Adviser fully and continually informed of any material developments in the matter.
- 5.6.5 keep us and the Legal Adviser promptly and fully advised of the progress of Proceedings and/or any change in the prospects of success and/or estimate of costs during the Proceedings.
- 5.6.6 instruct the Legal Adviser to provide us with any information that we may require. We are entitled to obtain from the Legal Adviser any information, form, report, copy of documents, advice, computation, account or correspondence relating to the Proceedings, whether or not it is privileged. We will have access to the Legal Adviser at all times.

We will not be liable for any costs and expenses where you fail to provide us with the above or proper instructions in due time for us to act thereon.

5.7 Recovery of costs from Third Parties

You hereby irrevocably cede to us your right of entitlement to recover costs from a Third Party and thereby give us the right to:

- 5.7.1 recover costs due to you from a Third Party.
- 5.7.2 proceed in your name if any Third Party is obliged to pay you any costs. We may, however, instruct you to take all steps that are necessary or expedient to effect the recovery and to hold any sum that is recovered for us on our behalf and then to immediately have this paid to us.

- 5.7.3 recover the legal costs and expenses from you on an instalment basis if you recover damages or compensation inclusive of legal costs and expenses from a Third Party on an instalment basis.

5.8 Prospects of Success

If we decide that:

- your prospects of success in the Proceedings are weak, or
- there is no reasonable prospect of success, or
- your interests can be better served by other means

the following conditions and procedures shall apply:

- 5.8.1 We will advise you, in writing, within 7 (seven) days of this decision and the reasons for the decision. We will then not be liable for any further legal costs and expenses relating to the Proceedings.
- 5.8.2 You will advise us, in writing, within 7 (seven) days of your acceptance or refusal of our decision. If you fail to advise us within 7 (seven) days, it will be deemed that you have accepted our decision.
- 5.8.3 If you do not accept our opinion, the matter will be referred to arbitration in terms of Clause 4.3.11 Arbitration.
- 5.8.4 If the Arbitrator supports our decision, you will bear the costs of the Arbitrator and the arbitration.
- 5.8.5 You will be entitled to proceed with the Proceedings, regardless of the Arbitrator's ruling. However, we will then provide no cover for the legal costs and expenses. If the Forum then makes a finding in your favor, we will pay you the legal costs and expenses incurred up to the Limit of Indemnity. We will then also pay the costs of the Arbitrator and the arbitration.

5.9 No Support under Certain Conditions

If it is found that the Third Party is unlikely to have sufficient assets available to meet your legal costs and expenses if an award is made in your favour in a Forum, we may at our sole discretion decline to pay the legal costs and expenses.

The onus rests on you to establish that the Third Party has sufficient assets to meet such costs.

5.10 Withdrawal by the Insured

- 5.10.1 If you withdraw from or discontinue the Proceedings without our prior written consent the legal costs and expenses incurred as well as the Third-Party costs will become payable by you.

- 5.10.2 We will not pay Legal Expenses that are punitive costs orders against you.
- 5.10.3 We do not pay duplicated Legal Expenses that are unnecessarily and unreasonably incurred.

5.11 Settlement

- 5.11.1 We have the right to settle any matter at any time prior to the final determination thereof if we are of the opinion that the settlement is an appropriate resolution to the matter.
- 5.11.2 All attempts at settlement or resolution shall be confirmed in writing. Copies thereof together with all responses from Third Parties will be furnished to us.
- 5.11.3 We must approve all settlement terms which have a bearing on costs that are to be recovered or paid, in writing.
- 5.11.4 You will immediately notify us in writing of any offer of payment or actual payment into a Forum, which is done with the view to settle the matter.
- 5.11.5 If you do not accept such an offer or payment into a Forum and we are of the opinion that the Proceedings will be equally or less favorable to you, we will instruct you to accept the offer of payment or the payment into the Forum. If you refuse to take our instruction, we will have no further liability in respect of the legal costs and expenses incurred after the offer of payment or payment has been made.

5.12 Bills of Costs

- 5.12.1 You must immediately forward to us all bills of costs, other communications in respect of legal costs and expenses or other amounts, which may be received. Any amount not advised to us within 90 (ninety) days will not be payable by us.
- 5.12.2 We may require that any bill of costs be submitted for taxing to the relevant Taxing Master or any other independent Taxing Consultant nominated by us. The decision of such Taxing Master or Consultant shall be final and binding on all parties.

5.13 Proof of Identity

The Insured Person / Dependent must produce proof of his/her identity (identity document, birth certificate or passport) before any assistance and/or payment will be made in terms of a claim.

5.14 Claims Payment

- 5.14.1 We will only be obliged to make payment at the conclusion of any matter giving rise to a Claim.

- 5.14.2 We will only be liable for the legal costs and expenses as negotiated before the litigation commenced.
- 5.14.3 We will only be liable for the legal costs and expenses of a Third Party on a Party and Party scale subject to 5.12 above. Party and Party costs are the legal fees laid down by The Law Society which will be payable by the unsuccessful party to the successful party in any Proceeding. We will therefore not be liable for the value of the fees in excess of the fees as laid down by the Party and Party costs.
- 5.14.4 We will not pay the following fees unless we have given our prior written approval of such appointment and the fee:
- 5.144.1 An Expert Witness's Fees
 - 5.144.2 Tracing Fees
 - 5.144.3 Motor Vehicle Accident Reports
 - 5.144.4 Medical Reports
 - 5.144.5 Medical Examinations
 - 5.144.6 Second Opinion Medical Examinations
 - 5.144.7 Credit Profile Reports from a Credit Bureau

5.15 Legal Assistance – 24-Hour Emergency Help Line

When you call us on the 24-Hour Legal Assistance line (after hours) for assistance with a bail application or any other matter requiring the services of an Attorney, we cannot guarantee that your cover is in force and that your premiums are paid up to date. We also cannot advise immediately whether you need to pay an excess fee. Notwithstanding the above, an Attorney will be appointed in good faith to help you. Should we subsequently establish that your policy is in arrears and/or cancelled or that an excess fee (or any other costs) is payable by you, we will have the right to recover the excess fee from you and/or the Attorney's costs and any other costs incurred in recovering such costs.

6. EXCEPTIONS IN RESPECT OF INSURED AND CLAIM EVENTS

- 6.1** In respect of Clause 3.2: Claim in respect of Legal Costs and Expenses, we will not be liable for any claim:
- 6.1.1 which is false or fraudulent or where we have reason to doubt the truthfulness of the claim or of any related matter.
 - 6.1.2 where you or any Insured Person do not follow our instructions or act contrary to or in a manner different from our advice and where in our opinion, such failure to act increases our risk.
 - 6.1.3 for expenses incurred in any Proceedings or in respect of any Insured Event which is not within the ambit of Party and Party Costs.

- 6.1.4 where you or the Insured Person would be entitled to indemnity under any other policy of insurance unless you or the Insured Person have breached the terms of such other policy.
- 6.1.5 where the insurer of your motor insurance repudiated a motor claim or refused indemnity under such motor policy. We may in our sole discretion decide to provide cover if we consider the repudiation to be manifestly unfair.
- 6.1.6 in respect of conveyancing matters and matters relating to an estate agent's commission, unless we in our sole discretion decide to provide cover in terms of this Policy, but Legal Costs and Expenses in respect of transfer duty fees are specifically excluded.
- 6.1.7 where legal action is being taken by or against the Insured Person in respect of family disputes, maintenance actions, custody, other than access to children as covered by Clause 3.2.5.
- 6.1.8 in respect of divorce, marital union or customary union or similar association between any two persons and matters allied or associated with such association.
- 6.1.9 in respect of any criminal matter of a similar type for which you or the Insured Person has previously been convicted and which was not disclosed to us.
- 6.1.10 in respect of any matter for which an admission of guilt fine has or may be levied unless our prior written consent is obtained.
- 6.1.11 in respect of any willful or deliberate act committed by you or the Insured Person.
- 6.1.12 in respect of any matter which, in our opinion, is trivial or within the monetary jurisdiction of the Small Claims Court.
- 6.1.13 in respect of any cession, assignment or delegation in your or the Insured Person's favour.
- 6.1.14 arising out of any legal proceeding or proceedings initiated by one or more individuals representing the interests of a large or larger number of people or group or groups of persons or arising from any collective or class action or any action of any nature whatsoever which provides such remedies for all others or any insured persons in a definable class who have suffered as a result of the same practice or practices.
- 6.1.15 for any amounts payable by you or awarded against you in respect of the following:
- damages
 - interest
 - fines
 - bail monies
 - any other penalty
 - any payment of debt

6.1.16 any claim made by or against the Insurer or the Administrator.

6.2 In respect of Clause 3.1 Legal Advice and Clause 3.2: Claim in respect of Legal Costs and Expenses, we will not be liable for any claim:

6.2.1 directly or indirectly caused by or contributing to or arising from:

6.2.1.1 civil commotion, labour disturbances, riot, strike, lockout or public disorder or any act or activity which is calculated or directed to bring about such events.

6.2.1.2 any event or act which is not work related as defined by the Labour Relations Act and shall include secondary strikes, mutiny, military uprising, military or usurped power, insurrection, rebellion, revolution, martial law or state of siege, or any other event or cause which determines the proclamation or maintenance of martial law or state of siege.

6.2.1.3 any act (whether on behalf of any organisation, body or person, or group of persons) calculated or directed to overthrow or influence the State or Government, or any provincial, local or tribal authority with force, or by means of fear, terrorism or violence.

6.2.1.4 any act which is calculated or directed to bring about loss or damage in order to further any political aim, objective or cause, or to bring about any social or economic change, or in protest against the State or Government, or any provincial, local or tribal authority, or for the purpose of inspiring fear in the public, or any section thereof.

6.2.1.5 any attempt to perform any act as referred to in sub-clauses 1,2,3 and/or 4 above.

If we allege by reason of Clause 6.2.1.(1), (2), (3), (4) or (5) above, a claim is not covered by this Policy, the burden of proving the contrary shall rest on you.

6.2.2 caused directly or indirectly by or through or in consequence of any occurrence for which a fund has been established in terms of the War Damage Insurance and Compensation Act (No. 85 of 1976) or any other similar Act operative in the Republic of South Africa to the extent that such fund covers the legal costs and expenses.

6.2.3 in respect of any criminal or civil Proceedings by or against you or the Insured Person which were in legal process at the inception of the Policy and which you did not disclose to us.

6.3 Contracts

6.3.1 the drafting and/or the drawing up of any contracts.

6.3.2 the following Standard Contracts can be downloaded from our website:

- Easy Divorce
- Lease Agreement
- Offer to Purchase
- Power of Attorney
- Deceased Estates
- Insolvent Estates
- RAF

6.4 Business Related Matters

Any matter of a commercial nature or one that is based on the generation of income other than income derived as an employee.

6.5 Land Claim Matters

6.6 Matters relating to Environmental Issues

6.7 Mineral or related Rights

6.8 Any Matter relating to Tax (SARS) or Fiscal Law

6.9 Matters relating to Electricity Outages or Claims based on Consequential Damage arising from Electricity Outages.