

POLICY WORDING FOR LABOUR POLICY – GROUP POLICY

UNDERWRITTEN BY INFINITI INSURANCE LIMITED



EXCLUSIVELY ADMINISTERED BY MOOIRIVIER BROKERS POTCHEFSTROOM



CONTACT DETAILS

We strive to provide you with excellent service in the fulfilling of our obligations in terms of this Policy. We therefore provide you with the following details.

The Insurer, Infiniti Insurance Limited will process all claims as quickly as possible. If you have any queries or complaints in connection with any aspect of this policy, including the quality of service, you can contact the following people or entities:

The Complaints Officer
Moorivier Brokers Potchefstroom
PO Box 21095
Noordbrug
2522

Telephone number: 087 170 0189
Facsimile number: 086 543 7792
E-mail: admin@moorivierclrs.co.za

If you have any unresolved dispute that cannot be resolved by the Complaints Officer, you may contact either:

The Claims Manager
Moorivier CLRS
PO Box 21095
Noordbrug
2522

OR:
The Ombudsman for Short Term
Insurance
P O Box 32334
Braamfontein
2017

Telephone number: 087 170 0189
Facsimile number: 086 - 543 7792

Telephone number: 011 – 726 8900
Facsimile number: 011 – 726 5501

OR:

The Claims Manager
Infiniti Insurance Limited
Postnet Suite 167
Private Bag X2600
Houghton
2041

Telephone number: 011 - 718 1200
Facsimile number: 011 - 726 1874

If you believe that any current legislation that applies to this agreement is not complied with then you may submit a complaint to:

The Registrar of Short-term Insurance
The Financial Services Board
P O Box 35655, Menlo Park, 0102, Facsimile number: 012 347 0221

TAKING THE ABOVE STEPS WILL NOT AFFECT ANY OF YOUR LEGAL RIGHTS IN ANY WAY

INTRODUCTION

This is the policy wording and it forms part of the insurance contract between you (**the insured**) and Infiniti Insurance Limited (**the insurer**). The policy is administered by Moorivier Makelaars Potchefstroom (EDMS) Bpk.

PREAMBLE

The application form, the endorsement, the schedule, the certificate and terms and conditions of this policy, form the contract of insurance between you and us. Should any dispute arise, between the policy wording and the schedule, the schedule will take precedence. Make sure that you are familiar with the contents of all the documents and that all the details provided by you and on the schedule are correct in every aspect.

THE TERMS AND CONDITIONS OF THIS POLICY

Terms of this policy that may be in conflict with any statute are amended to confirm to such statute.

DEFINITIONS

Award	Any award made by the CCMA, a Bargaining Council or during Private Arbitration of money or the amount of money payable to the employee as compensation and in the instance of re-instatement, the amount that must be paid back to the employee, but does not include any monetary loss as a result of an order of re-instatement.
Approved Employers Organisation	An Employers Organisation approved by us at the commencement of the policy which may act on your behalf.
Approved Private Arbitration	A Private Arbitration agreement contained in a collective agreement or contract of employment that falls exclusively under the jurisdiction of the CCMA or Bargaining Council.
Bargaining Council Proceedings	Proceedings following the referral of a dispute to a Bargaining Council by an employee after his/her dismissal.
CCMA	The Commission for Conciliation Mediation and Arbitration.
CCMA proceedings	Proceedings following a dispute declared to the CCMA by the employee after his / her dismissal.
Day / Days	All days including public holidays and weekends.

Disciplinary hearing	A hearing during which the employee gets an opportunity to defend himself/herself against an allegation of misconduct.
Dismissal	Dismissal as defined in Section 186(1) of the Labour Relations Act.
Earning's Threshold	The amount of R8000.00 (Eight Thousand Rand) per month as total earnings that an employee receives from you. The calculation of the amount is made in terms of the formula in GN 691 in GG 24889 of 23 May 2003.
Employer	A person employing an employee/s for remuneration.
Employee	A person who works full-time or part-time as defined in the Labour Relations Act 1995.
Employers Organisation	A Registered Employers Organisation.
Labour dispute resolution process	CCMA, Bargaining Council procedures or Private Arbitration and processes in terms of the Labour Relations Act which follows after the dismissal of an employee should the employee decide to refer an unfair dismissal dispute. These include conciliation, con-arb and Arbitration in terms of the Labour Relations Act.
Employment Contract	A written agreement between the employer and an employee that complies with common law, the minimum conditions of employment set by a Bargaining Council, the Basic Conditions of Employment Act or a Sectoral Determination.
Excess	The first amount payable by you every time you claim.
Insured event	An award made by the CCMA, a Bargaining Council or an order in terms of an approved Private Arbitration process against an employer for an alleged unfair dismissal as defined in sections 191(5)(a) and 191(12) of the Labour Relations Act.
Legal practitioners	Both admitted attorneys and advocates who are appointed by us.
Payment date	The payment date is the first day of every month.
Policy Certificate	The certificate which sets out your cover, the first amounts payable by you and the sums insured under each Section.
Per annum	Each 12-month period from the date of inception of cover.
Period of insurance	Month to month provided that the premium for the particular month is received in advance.

Representative	An official/member of an approved Employers Organisation or a legal practitioner.
Schedule	The schedule of insurance which indicates the specific sections and sub-sections under which you are insured.
Serious misconduct	Conduct which may result in you being required to dismiss an employee.
The Insured	The person/s named as the insured in the policy certificate, or his/her/their legal representative, unless stipulated otherwise in any Section of this policy. The contract of insurance will at all times be between the person and us named in the policy certificate.
Term of a Policy Certificate	From the date of inception of the policy certificate to the end of the period for which your premium has been received. In the event of non-payment (reinstatement will follow at our discretion after receipt of the next premium) or the date on which your participation is cancelled by you or us, will end the term.
The Labour Relations Act	The Labour Relations Act, Act 66 of 1995, as amended.
The Basic Conditions of Employment Act	The Basic Conditions of Employment Act, Act 75 of 1997, as amended.
The due date	The due date is the first day of every month.
We/us/our	Infiniti Insurance Limited (the insurer).
You/Your/Yours/Yourself	The insured/insured person(s). The insured person(s) is the person as mentioned in the policy certificate.

WHAT IS COVERED BY THIS POLICY?

Subject to the terms and conditions of this policy and on condition that the agreed premium is received, we will provide cover in that we will compensate you for the amount of any award made against you by the CCMA, Bargaining Council and Private Arbitration, for the dismissal of an employee within the limits of cover as set out below.

GENERAL CONDITIONS AND EXCLUSIONS

1. INSURABLE INTEREST

Insurable Interest means that you are or were the employer against whom the CCMA or a Bargaining Council or after a Private Arbitration, made an award as a result of the dismissal of an employee.

2. TERRITORIAL LIMITS

This policy is applicable only within the borders of The Republic of South Africa.

3. JURISDICTION

3.1 This policy is subject to the laws and statutes of the Republic of South Africa and no legal costs or awards given outside of the Republic of South Africa will be covered.

3.2 The ambit of this policy is limited to disputes that are within the jurisdiction of the CCMA or a Bargaining Council or an approved Private Arbitration.

4. ONUS OF PROOF

If we allege that loss or damage is not covered by this Policy, the onus of proof to the contrary rests on you.

5. YOUR ACTION TAKEN BEFORE THE CLAIM IS REPORTED

The actions of any unauthorised representative or your own actions, whether it is in a direct or indirect way concerning any area that this Policy gives cover for and before a claim is submitted, will result in no cover in terms of this Policy.

6. REJECTION OF CLAIMS OR VOIDING OF COVER ON THE GROUNDS OF ACTING CONTRARY TO LEGAL ADVICE

We have the right to reject a claim or suspend cover on being advised by an appointed legal practitioner or official from an approved Employers Organisation to the effect that the employer has failed to act in accordance with the advice rendered by our call Centre or the approved Employers Organisation.

7. LIMITING OF COVER

7.1 The cover in terms of this policy will be limited to the following maximum amounts for one or more claims per year and as noted in the schedule and/or policy certificate to this policy:

7.1.1 Awards made on Arbitration by the CCMA or Bargaining Council or during an approved Private Arbitration or a settlement at the CCMA or Bargaining Council after the dismissal of an employee where the hearing or other prescribed procedure was conducted by an authorised representative or official of an approved Employers Organisation— R75 000.00 (Seventy Five Thousand Rand) per year as indicated in the policy schedule and/or policy certificate; or

7.1.2 Awards made on Arbitration by the CCMA or Bargaining Council or during an approved Private Arbitration or a settlement at the CCMA or Bargaining Council after the dismissal of an employee where the hearing or other prescribed procedure was conducted by an authorised representative or official of an approved Employers Organisation— R150 000.00 (One Hundred and Fifty Thousand Rand) per year as indicated in the policy schedule and/or policy certificate; or

7.1.3 Awards made on Arbitration by the CCMA or Bargaining Council or during an approved Private Arbitration or a settlement at the CCMA or Bargaining Council after the dismissal of an employee where the hearing or other prescribed procedure was conducted by an authorised representative or official of an approved Employers Organisation— R250 000.00 (Two Hundred and Fifty Thousand Rand) per year as indicated in the policy schedule and/or policy certificate.

7.2 A claim will be regarded as having fallen into a specific year of cover if the incident giving rise to the claim, arose within that year, regardless of the date of Arbitration.

7.3 There will be no cover if the premium for the month in which the claim occurred has not been paid.

8. CLAIMS FOR AWARDS MADE BY THE CCMA AND BARGAINING COUNCIL Claims arising from the dismissal of an employee in terms of section 191(5)(a) and 191(12) of the Labour Relations Act

8.1 Once you receive advice of a referral to the CCMA, Bargaining Council or Private Arbitration where an employee claims that he has been unfairly dismissed, and that may be arbitrated in terms of sections 191(5) and 191(12), you must within 1 week of the date of receipt of the advice, notify your authorised representative or official of the approved Employers Organisation of the referral.

8.2 It is expected of you to accompany the authorised representative or official of the approved Employers Organisation to the CCMA, Bargaining Council or Private Arbitration.

8.3 You are expected to make available all necessary evidence as well as witnesses and witness statements as requested by your authorised representative or official at the proceedings of the CCMA, Bargaining Council or Private Arbitration.

- 8.4 If we, authorised representative, an official of the approved Employers Organisation or legal representative, recommend that the matter must be defended on Arbitration and not settled, then the approved Employers Organisation will assist you in defending the matter.
- 8.5 Should the CCMA, or a Bargaining Council or Private Arbitration rule against you after the steps noted above have been followed, then you must provide us with a copy of the award by the CCMA, Bargaining Council or Private Arbitration.
- 8.6 We will then compensate you for the award against you within the limits of cover of this policy.
- 8.7 When you give notice of the claim as well as during the process of the dispute resolution, you will provide us with the following:
 - 8.7.1 All necessary information, relevant affidavits, documentation, and other evidence that the authorised representative or official may require to successfully defend your case.
 - 8.7.2 Details of any insurer where you may have taken a policy providing the same cover, in which case we will only be liable for our portion of the claim.
 - 8.7.3 The payment of the excess, if any, where applicable.
- 8.8 The costs of the representation by an authorised representative or official of the approved Employers Organisation or a legal practitioner will be for your own account.
- 8.9 All of the necessary forms as noted above are available on request at our office.

9. SETTLEMENTS GIVEN AT CCMA, BARGAINING COUNCIL AND PRIVATE ARBITRATION PROCEEDINGS

- 9.1 If a matter must be settled in the relevant forum, you must complete the applicable application to settle and attach thereto the documentation as required and lodge the document with us 5 working days before the matter is heard. In collaboration with your authorised representative, we will decide as to whether the matter should be settled, thereafter we will authorise the settlement as well as provide the ambit of the proposed settlement. Your representative will thereafter manage the settlement process. If the process noted above is not followed, we will not consider your application for settlement and we will not pay for any settlement given at the proceedings of the forum.
- 9.2 If we, authorised representative, an official of an approved Employers Organisation or a legal practitioner makes a recommendation that there are not enough grounds to successfully defend the matter at Arbitration and that the matter should be settled at the recommended amount, but you refuse to settle the matter, we may repudiate your claim and we will not be responsible any amount higher than the recommended settlement amount.

10. SETTLEMENT OF THE AWARD

It remains your responsibility to comply with the terms of the award and to make payment of the amount awarded to the employee. We will thereafter compensate you for the amount that you had to pay.

11. EXCLUSIONS

THERE WILL BE NO COVER IN THE FOLLOWING INSTANCES:

- 11.1 Claims resulting from a dispute between the employers and employees and no written employment agreement between the parties exists.
- 11.2 If you fail to report an incident where an employee has committed an offence for which he/she may be dismissed, within one week of occurrence or of you having become aware of the incident to your authorised representative or your official of an approved Employers Organization.
- 11.3 Where the misconduct of the employee forms part of an illegal strike or any protest action against the employer's conduct or terms of employment and you or any person acting on your behalf takes action without the knowledge and approval of your authorised representative or official of the approved Employers Organisation after an insured occurrence.
- 11.4 Any claim that results from an orchestrated agreement between you and any other person with the intent of obtaining benefits fraudulently or dishonestly from the cover provided by this policy other than that which the policy was intended to provide.
- 11.5 An automatic unfair dismissal as defined in the Labour Relations Act.
- 11.6 Where you were not represented at the disciplinary hearing where the employee(s) was dismissed, at the CCMA, Bargaining Council or Private Arbitration by an authorised representative or official of an approved Employers Organisation or an authorised legal representative.
- 11.7 Where you refuse or neglect to be of assistance to us in providing information pertaining to your claim and the employment relationship with your employee as and when we request the same.

12. YOUR RESPONSIBILITIES REGARDING THE PAYMENT OF PREMIUMS

CONTINUING COVER:

- 12.1 It is your responsibility to make sure that premium is received by us.
- 12.2 If premium is paid by monthly debit order it must be paid in advance and, if we do not receive it by the due date, there is a grace period of 15 days from the due date in which premium can be paid to us. Your policy will be automatically cancelled at midnight on the last day of the period of insurance that we received premium for. If you have a claim in the 15-day grace period, the outstanding premium will have to be paid to us

before we can process your claim. If the 1st premium that we debit is returned as unpaid or the debit order to us is cancelled, or a “stop payment” is out on it, your policy will be automatically cancelled at midnight on the last day of the period that we received premium, and no further debits will be called for. Due date will be the date requested as due date on your application form or the date later agreed by us.

- 12.2 If your premium is paid annually in advance then we must receive your premium before the start of your policy. If your policy is renewing, we must receive your premium within 15 days of the due date on renewal for cover to remain in place. If we do not receive your premium before the due date or within the 15 days after the due date if your policy is renewing, then your policy will be cancelled from the due date. If you have a claim in the 15 days after renewal but before we have received your premium, then we must receive the outstanding premium before we can process your claim. Due date will be the 1st day of every 12th month.
- 12.3 We will not have to accept premium given to us except in compliance with the terms above, but we may choose to accept premium under other conditions.
- 12.4 If your premium is paid on your behalf by a third party, the same conditions in this document will apply.

13. PROCEDURE PRIOR TO DISMISSAL:

- 13.1 You or your representatives must consult with our call Centre prior to the dismissal of any of your employees. During the consultation you must provide our call Centre with all the relevant information that they require pertaining to the matter. The contact number of our call Centre is on your policy certificate. If you or your representatives do not consult with our call Centre prior to a dismissal, you will not have cover under this policy.
- 13.2 During consultation with you or your representatives, our call Centre will evaluate the facts of the matter and propose a sanction.
- 13.3 It may be necessary for the disciplinary inquiry to be postponed enabling our call Centre to peruse all the applicable documentation and evidence. This will then enable them to propose a sanction.
- 13.4 If you should not impose the sanction as proposed by our call Centre, there will be no cover under this policy.

14. SPECIAL CONDITIONS FAILURE TO COMPLY WITH TERMS OF EMPLOYMENT AGREEMENT

Cover in terms of this policy will immediately be suspended if it is proven that you have failed to comply with your obligations in terms of the employment agreement between you and your employee or where you have failed to comply with any statutory duty concerning your employee that you may have.