



#### HOW TO CLAIM FROM THE POLICY (SIMPLIFIED OVERVIEW OF PROCEDURE)

**Step 1:** The Insured must report the issue within 30 days of becoming aware of the claimable event and provide all necessary CORRECT documents requested by the Insurer. The Insurer will not be responsible if the Insured loses the opportunity to defend matter, because the Insured failed to report the issue on time.

**Step 2:** Provided that the Insured made their first payment, and that the required waiting period has lapsed and that the claim is accepted by the Insurer, the Insured can then claim from the policy.

**Step 3:** The Insurer will try and resolve the issue internally through the in-house lawyers, but if the matter is complex, the Insured may refer the matter to an appointed lawyer to aid with the matter. The appointed lawyer will act as an agent of the Insured and will attend to the matter of the Insured on behalf of the Insurer.

#### WHAT DOES LEXNA DO FOR YOU:

Lexna provides you the Insured and your nominated dependants legal expenses insurance. Our vast network of lawyers offers you and your family the needed legal protection, under our Policy.

Lexna will cover legal expenses, excluding disbursements, when you need them most all for as little as N\$ 90.00 per month.

At Lexna, you have vast network of lawyers ready to help you with your case – call us today and sign up.

# 1. GENERAL DEFINITIONS AND INTERPRETATIONS

## LEGAL ADVISOR

1.1. The Legal Advisor is the attorney or other appropriately qualified person, other person, firm or company appointed by the Insurer to act on the insured's behalf in terms of the Administrator's standard services.

## PROCEEDINGS

1.2. Proceedings shall mean the pursuit or defense of a civil, criminal or Labour related matters in respect of an Insured Event within Namibia.

## COURT

1.3. Court shall mean a Court of Law constituted either by statute or common law, inclusive but not limited to Military Courts, Magistrate's Courts, Regional Courts, High Court, or any other adjudicating tribunal approved by the Insurer in writing.

## THIRD PARTY

1.4. The Third Party is the opposing party in any approved claims proceedings.

## PERIOD OF INSURANCE

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

## TERRITORY

1.6. The Territory is the area inside the borders of Namibia. Any incident which occurs outside the Territory is excluded.

## DUE DATE

1.7. Means the end of the month in which the Premium is due.

## WAITING PERIOD

1.8. The waiting period is the time, from the date of the first premium payment by the Insured and confirmation of the policy by the Insurer, to when the Insured can successfully claim from the policy. Thus the waiting period is simply the time the Insured is required to wait from the date, they paid their 1<sup>st</sup> premium and having had their policy confirmed to when they can they can claim from the policy.

1.8.1. First Step: Payment of the 1<sup>st</sup> premium by the insured.

1.8.2. Second Step: Acceptance and confirmation of the insurance policy by the Insurer

1.8.3. Third step: Lapsing of the waiting period as set out in this document.

Only after having complied with the above mentioned and all the terms and conditions of the policy can the Insured claim from the policy.

## PAID-UP

**1.9.** Paid-up is when every monthly premium has been paid in full from the date of inception and or reinstatement to the date the matter is reported to the Insurer . There must be no break in your payments. Part-payments do not constitute being paid up.

1.9.1. Unpaid or partially paid premiums will result in a result in a repudiation of a claim.

## NOMINATED PERSON

**1.10.** The person named as a dependent by the Insured (Main Member) on the insurance application and is accepted as such by the Insurer .

## DEPENDENT

**1.11.** An individual who financially relies on support from the main member and usually cannot exist or sustain themselves independently without the aid of the dependent.

## SPOUSE

**1.12.** Is a person who is legally married to the insured, at the time of the claimable event and was so listed in the application and is still married to the Insured at the time the claim is lodged.

## EVENT

**1.13.** A situation or incident that arises after the receipt of the first premium, the lapsing of the waiting period and causes the Insured to claim from the policy.

## PRIMARY RESIDENCE.

**1.14.** Primary residence is the dwelling where the main member usually lives most of the time, typically a house or an apartment. Primary residence excludes investment properties, Properties bought to serve a commercial purpose and any other property where the main member does not reside full time.

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## 2. INSURER , INSURED, DEPENDANTS AND AGENT

### THE INSURER

2.1. The Insurer is Lexna Insurance Limited (“Lexna” or “the Company”). The Insurer provides the legal advice and covers the legal cost and expenses of eligible claims, excluding disbursements.

### THE INSURED PERSON (MAIN MEMBER)

2.2. The Insured is the person in whose name the policy is issued and is covered in terms of the policy who is either:

2.2.1.A Namibian Citizen residing in Namibia,

2.2.2.A Person Permanently and legally residing in Namibia with a lawful permit.

### THE DEPENDANTS OF THE INSURED

2.3. The Dependants are people nominated by the Main member, and who, at the time of the claimable event are dependent on the Main member.

2.3.1 Such Dependants are also required to be dependent on the Main member at the time the benefit is claimed.

2.4. The Dependants must be, either a Namibian Citizen residing in Namibia or a Person Permanently residing in Namibia with a lawful permit.

2.5. The following people are dependent on the insured, provided they are nominated:

2.5.1.The insured’s legally recognized and nominated spouse, who is still married at the time of the claimable event and the time at which the benefit is claimed.

2.5.2.The nominated biological or legally adopted children of the Insured under the age of 18 years.

2.5.3.The nominated biological or legally adopted children of the Insured between the age of 18 years and 21 years who are studying full time at a school, college or university at the time the claimable event occurred and the time at which the benefit is claimed.

#### Definitions:

**Nominated person:** The person named as a dependent by the Main member on the insurance application and is accepted as such by the Insurer .

**Dependent:** An individual who financially relies on support from the main member and usually cannot exist or sustain themselves independently without the aid of the Main member.

**Spouse:** means a person, at the time when the relevant events occurred, was married or has lived with the Insured and is living or married to the issued at the time the benefit is claimed.

### THE AGENT

2.6. The Agent is the authorized representative of the Insurer who has effected the sale of the policy.

### 3. INTRODUCTION

#### OBSERVANCE OF TERMS

3.1. All Insured (Main member and dependents) must observe and fulfil all the Terms and Conditions of the policy.

#### THE POLICY

3.2. The Terms and Conditions set out herein, the Application together with the Schedule which contains all the particulars of the cover together with the Policy Wording, and any endorsement shall constitute the full Policy. The Policy shall be the sole agreement between the Insured and the Insurer . 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.

#### THE INSURER WILL PAY A CLAIM IN RESPECT OF THE INSURED EVENT SUBJECT TO:

3.3. All the Terms, Conditions and Exceptions of the Policy.

3.4. The payment of the premium and acceptance thereof.

3.4.1. Premium payments must be paid in full with no outstanding payments at the time of the claimable event and at the time that benefit is claimed. Part / partial payment does not constitute paid-up.

3.4.2. Inconsistent payment of premiums by the Insured will result in a repudiation of a claim. Example of inconsistent claims are, but are not limited to:

3.4.2.1. In instances where the Insured has been consistent with payments however halt payments during attendance to his/her claims

3.4.2.2. In instances where the Insured has been paying premiums however upon finalization of claim we notice that they had stopped making payments

#### PRIOR EVENTS & WAITING PERIODS

3.5. The insurance policy only covers future events that take place after the required waiting period and does not cover disputes, claims and causes of action arising from past events or circumstances, whether the Insured knew about those events or not.

2.3.1. The general waiting period of 3 (three) months paid premium in respect of all other claims.

2.3.2. 12 (twelve) months paid premium in respect of Divorce cases – Institution as well defending / opposing

2.3.3. 12 (twelve) months paid premiums in respect of Conveyancing, meaning the Purchase of the Property / land envisaged for development should occur after the twelve (12) months waiting period had lapsed.

## FRAUDULENT CLAIMS

- 3.6.** The Insurer will not entertain fraudulent claims and will pursue fraud charges against the Insured or any person who deliberately attempts to defraud this Policy.
- 3.7.** The Insured will lose all rights to claim under this policy if:
- 3.7.1. A claim is fraudulent or if the Insured or anyone acting on their behalf uses any fraudulent means to obtain any benefit under this policy; or
  - 3.7.2. A claim occurs due to a deliberate, wilful, or intentional act committed by the Insured or with their involvement or the involvement of someone acting on their behalf, or
  - 3.7.3. The quantum of the claim is deliberately exaggerated by the Insured or anyone acting on their behalf.

## PREMIUM PAYMENT

- 3.8.** The premium is payable monthly as defined in the Schedule of Insurance on or before the Due Date in accordance with one of the following Payment Method:

*Debit Order:*

3.8.1. The Insured must fill in the form to be submitted at the bank, by the Insurer for a Bank Debit Order.

3.8.2. Should the insured's debit order be returned due to insufficient funds or for any other reason, the Insurer will resubmit a double premium deduction to cover the outstanding month and, the current month

*Other Payments (EFT, bank deposits etc)*

3.8.2. The Insured must pay the premium in Cash to the Insurer on the last day of the previous month for the following month.

- 3.9.** The onus / responsibility lies solely with the Insured to ensure that the policy remains paid up.
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## 4. INSURED AND CLAIMABLE EVENTS:

### ATTENDING TO ENQUIRES

- 4.1. The Insurer may at its own discretion, in attempting to decide whether or not an event is claimable or not, entertain and assist the Insured in answering enquiries related to claimable events.
- 4.2. The entertaining of legal enquiries, serves the sole purpose of allowing the Insurer an opportunity to assess the Insured case and determine if such case is covered under the policy. Hence all communication and or alternatively advise given to the Insured at this point is none-binding on the Insurer .
- 4.2.1.If at any point during this stage, the Insurer establishes that an Insured claim is not covered, the Insured will be notified telephonically, via SMS, or by Email and the matter will be considered finalized.
- 4.2.2.If, however the Insurer establishes or is of the opinion that the Insured event, is covered under the policy. The Insurer will within 48 Hours notify the Insured to lodge a formal claim.

### SPECIFIC EXCLUSIONS RELATED TO ENQUIRES

- 4.3. Enquires do not constitute, an inspection into the merits of the case, nor the offering of a legal opinions and advices, or constitutes the acceptance of a claim they are simply a means of allowing the Insurer an opportunity to asses, and make a determination on the insured's case. Therefore:
- 4.3.1.The Insurer will not be bound by any communications at this stage.
- 4.3.2.The Insurer will not get into the merits of the case, nor attempt to do any research or offer any advice not necessary, to assess the validity of a claim.
- 4.3.3.The Insurer will not and is not permitted to provide any binding legal advice at this stage.
- 4.3.4.All communication between the Insured and the Insurer at this stage is limited to 10 -15 mins telephonic communication.

### CLAIMS IN RESPECT OF LEGAL COST AND EXPENSES

- 4.4. Provided that the three months (3) waiting period has lapsed the Insured is entitled to claim legal coverage in respect of the Insured legal costs and expenses, excluding disbursements incurred in respect of the following Insured events:
- 4.4.1. A Civil matter instituted by or against the Insured in his personal capacity
- 4.4.2. A Criminal matter instituted against the Insured
- 4.4.3. Labour matters pursued by or against the insured.
- 4.4.4.Administrative Matters, for representation at administrative proceedings;
- 4.5. Provided that the twelve (12) months waiting period has lapsed the Insured is entitled to claim in respect of the Insured legal costs and expenses, excluding disbursements and publications and or related expenses in the event of substituted service incurred in respect of the following Insured events:
- 4.5.1. Divorce matters – whether instituting or being served with divorce summons
- 4.5.2. Conveyancing – limited to transfer / registration costs, excluding disbursements and incidental costs.

## SPECIFIC EXCLUSIONS RELATED TO COST AND EXPENSES

4.6. In respect of Legal Costs and Expenses, the Insurer will not be liable for any claim:

- 4.6.1. Which is false, fraudulent, based on false or fraudulent information or where the Insurer has a reasonable belief to doubt the truthfulness of the claim or of any related information provided in the matter;
- 4.6.2. Which is based on incorrect or inaccurate information given by the Insured for purposes of a claim, of which the Insured knew such information to be incorrect and/or inaccurate, or could have taken steps to verify the information but has failed to do so.
- 4.6.3. Which emanates from facts, circumstances or a cause of action in which legal proceedings or any legal action has already commenced or has been instituted by another insurance company or legal practitioner.
- 4.6.4. Where the Insured has attempted or conspired to commit insurance fraud, regardless of whether or not the Insured has been charged or convicted by a competent court of such attempt or conspiracy.
- 4.6.5. Where the Insured or any Insured do not follow the Insurer's instructions or act contrary to or in a manner different from the Insurer's advice and where in the Insurer's opinion, such failure to act increases the Insurer's risk;
- 4.6.6. for any adverse cost order against the insured;
- 4.6.7. Where the Insured would be entitled to indemnity under any other policy of insurance unless the Insured person has breached the terms of such other policy;
- 4.6.8. Where the Insurer of the insured's motor insurance repudiated a motor claim or refused indemnity under such motor policy. The Insurer may in the Insurer's sole discretion decide to provide cover if the Insurer consider the repudiation to be manifestly unfair;
- 4.6.9. In respect of any matter for which an admission of guilt fine has or may be levied unless the Insurer's prior written consent is obtained;
- 4.6.10. In respect of any willful or deliberate act committed by the insured;
- 4.6.11. In respect of any matter which, involves an amount less than N\$ 10 000.00 in respect of any cession, assignment, agreement or delegation in the Insured's favor;
- 4.6.12. for any amounts payable by the Insured or awarded against the Insured in respect of the following:
  - 4.6.12.1. damages and fines
  - 4.6.12.2. interest;
  - 4.6.12.3. any other penalty; and any payment of debt, Inclusive of ITC Listings
- 4.4.13 Any claim made by or against the Insurer or the Administrator.



## CIVIL MATTERS

**4.7.** Civil Matters means the Insured is covered for the instructed attorney's costs related to Magistrate Courts and/or High Court, civil court proceedings for contractual or delictual damages.

4.7.1. Appeals are not covered.

4.7.2. Unless expressly excluded, civil matters that are covered under this policy are subject but not limited to the following:

4.7.2.1. Motor vehicle collisions;

4.7.2.2. 3rd party claims;

4.7.2.3. Personal injury matters;

4.7.2.4. Damage to the insured's property by a third party;

4.7.2.5. Evictions;

4.7.2.6. Building contracts;

4.7.2.7. Breach of contract;

4.7.2.8. The purchase or hire-purchase or leasing of defective goods;

4.7.2.9. Disputes regarding pension and provident fund pay-outs;

4.7.2.10. Consumer disputes; and

4.7.2.11. Administration of estate - of a paid up member at the time of his/her demise – contribution of up to ten thousand Namibian dollars (N\$ 10 000.00) towards administration of the said estate – Provided the estate is administered by law firm on the Lexna Panel of Attorneys

## CRIMINAL MATTERS

**4.8.** Subject to exclusions, the Insured is entitled to representation in criminal cases, instituted in the Magistrate's and High Court's.

**4.9.** Unless expressly excluded, Criminal matters that are covered under this policy are subject but not limited to the following:

4.9.1.1. Theft

4.9.1.2. Assault

4.9.1.3. Murder

4.9.1.4. Robbery

4.9.1.5. Stock Theft

4.9.1.6. Fraud

4.9.1.7. Corruption

4.9.1.8. Rape

## MOTOR VEHICLE ACCIDENTS

**4.10.** Subject to exclusions, the Insured is entitled to legal actions in the aid of recovering damages in respect of the following events:

- 4.10.1. Damage to the Insured vehicle or property as a result of an accident or collision caused by someone else.
- 4.10.2. Breach of contract by a seller or a lender regarding the terms of a contract or warranty for the purchase of a vehicle by the insured;
- 4.10.3. Breach of contract by a seller regarding the terms of a contract or a warranty for the purchase of a vehicle by the insured;
- 4.10.4. Wrongful repossession of the Insured's vehicle under the terms of a credit agreement by such Insured;
- 4.10.5. Defective workmanship of the Insured's vehicle by mechanics, panel beaters and related service providers
- 4.10.6. Breach of contract by the seller of a vehicle bought by the Insured, regarding transfer of the vehicle and delivery of registration documents and log books;

## SPECIFIC EXCLUSIONS RELATED TO MOTOR VEHICLES CLAIMS

**4.11.** The Insured will not be able to claim legal cover in cases where a vehicle involved in an accident and any of the following applies at the time of the accident:

- 4.11.1. When the Insured drove the vehicle while under the influence of intoxicating liquor, with the breath alcohol concentration above the required legal limit.
- 4.11.2. When the vehicle in question was driven by someone without a license either by the Insured or other person authorised by insured.
- 4.11.3. Where the vehicle is not roadworthy
- 4.11.4. Where another insurance company including the MVA FUND, has lawfully repudiated the Insured claim.

## LABOUR MATTERS

**4.12.** Subject to exclusions, the Insured is entitled to legal actions in the aid of resolving issues related to employment.

**4.13.** Unless expressly excluded, Labour matters that are covered under this policy are subject but not limited to the following:

- 4.13.1. Breach of Material Terms related to the Insured Employment Contract.
- 4.13.2. Unfair Labour practice and Unfair dismissals
- 4.13.3. Rejections of Claims by the employer relating to workman's compensation for injuries sustained by Insured while on duty.
- 4.13.4. Conciliation and Arbitration
- 4.13.5. Preparation for Internal Disciplinary hearings

## SPECIFIC EXCLUSIONS RELATED LABOUR MATTERS

- 4.14.** Union Representation: If the Insured is a member to a Union or represented by such Union in a matter, such Insured must notify the Insurer in writing on who they choose to represent them.
- 4.14.1. Should the Insured choose to use the Union as their representation, the Insurer will not be held liable for the outcome of the matter.
  - 4.14.2. Should the Insured choose to use the Insurer as their representation, they cannot make use of the Union.

## DIVORCE MATTERS

- 4.15.** Subject to exclusions and the (12) twelve months waiting period, Only the main member and not the dependents, who can claim for legal cover of divorce proceedings, whether they have instituted or the proceedings are instituted against them.
- 4.16.** Divorce Matters include but are not limited to:
- 4.16.1. An application for an interdict or for the interim custody of, or access to a minor child of the marriage.
  - 4.16.2. An application for the payment of maintenance.
  - 4.16.3. An application for the contribution towards the cost of an action.
  - 4.16.4. Representation at divorce proceedings, where summons are served on the main member.

## SPECIFIC EXCLUSIONS RELATED DIVORCE MATTERS

- 4.17.** Only the main member and not the Dependents who can claim benefits in terms of divorce matters.
- 4.18.** The Insured can only claim for one (1) maintenance matter over a continuous one (1) year period.
- 4.19.** The Insurer will only pay for one (1) divorce matter over a continuous 5 (Five) year period.

## CONVEYANCING

- 4.20.** Subject to exclusions and the twelve (12) months waiting period, an Insured can claim for the instituting of conveyancing procedures. Provided that the transfer and registration is being effected and attended to by a law firm on the Lexna Panel of Attorneys.

## SPECIFIC EXCLUSIONS RELATED TO CONVEYANCING

- 4.21. Claims related to conveyancing can only be brought after the lapsing of the (12) Months waiting period, and only if the property and or land for development purposes are purchased after the expiration of the twelve (12) months.
- 4.22. Only the Main Member and not the Dependents, that can claim benefits in terms of Conveyancing.
- 4.23. The Insurer will choose which admitted legal Practitioner, from the Lexan Panel of lawyers to deal with the entire conveyancing procedure.
- 4.24. The Insurer will only pay for 1 (one) Conveyancing matter over a continuous 3 (three) year period, and only for the purchase of a PRIMARY RESIDENCE.
- 4.25. The Insurer will only make a contribution to the conveyancing cost up to a maximum of N\$ 10,000.00, specifically, for attorney's fees, excluding disbursements and incidental costs.

## ADMINISTRATIVE MATTERS

- 4.26. Subject to exclusions, the Insured is covered in terms of administration matters, such matter include but are not limited to
  - 4.26.1. Preparation and representation at administrative proceedings

## 5. TERMS AND CONDITIONS

## AMENDMENTS AND CANCELLATION

**5.1.** The Insurer has the right to cancel this insurance Policy or change any Term or Condition thereof by giving the Insured 30 days' written notice of any such cancellation or change in policy. All amendments and communications to the Insured will be deemed to have duly been sent and received if it has been sent to the postal address, email address, short message service on the telephone number of the Insured as stated in the Schedule as provided to the Insurer by the insured.

5.1.1. Subsequent to notifying the insured, If the Insurer changes any Term or Condition of the Policy and the Insured fails to object to the amendment in writing, this shall be deemed as an acceptance of the amended terms by the insured.

**5.2.** The Insured has the right to cancel the Policy by giving the Insurer a 30 days' written notice of the intended policy cancellation. The Policy will be terminated with effect from the last day of the month in which the cancellation has been dispatched received.

## CLAIMS NOTIFICATION

**5.3.** The Insured must inform the Insurer within thirty (30) days of an Insured event or cause of action that may give rise to a claim.

**5.4.** The Insurer will not be liable for payment of any claim which is submitted after thirty (30) days of the Insured event occurring.

**5.5.** Pursuant to the institution of a claim, the Insured must provide any and all relevant CORRECT information and documentation in their possession or that they have access to within seven (7) to fourteen (14) working days on the Insurer's request. The Insurer will not be liable for payment of any claim where the Insured fails to provide the Insurer with all requested information and documentation within seven to fourteen working days, without reasonable cause.

**5.6.** The time period within which the Insured must deliver all relevant information/documentation to the Insurer must be expressly communicated to the Insured and the Insurer may extend such time period as is reasonable in the circumstances, on good cause shown, by the insured.

**5.7.** If the Insured institutes more than three claims within a period of three (3) three months, an excess payment in the amount of two thousand, five hundred Namibian dollars (N\$2500) is payable before the next claim is assigned to a legal advisor or legal practitioner.

## SAFEGUARD

**5.8.** The Insured must take all reasonable steps to safeguard the insured's and Insurer's rights prior to referring the matter to the Insurer .

**5.9.** The Insurer requires the insured's full co-operation at all times and a lack of such co-operation will result in the Insurer not paying a claim in terms of the Policy. If, in the Insurer's opinion, the Insured is responsible for anything which may prejudice the prospects of the success or the Insurer's position in the Proceedings, the Insurer will not be liable to pay the claim.

**5.10** The Insured does not have any authority to make any representations on the Insurer's behalf and no commitments or undertakings that the Insured makes will be binding on the Insurer .

## LEGAL ADVISOR

**5.10.** The Insurer will provide legal aid as covered in terms of the Policy:

- 5.10.1. When the Insurer decides to appoint an External Legal Advisor to take a matter further, the Insurer has the exclusive right to nominate and appoint such Legal Advisor.
- 5.10.2. The Insurer may in the Insurer's sole discretion allow the Insured to choose an External Legal Advisor from a list that the Insurer will provide to the insured. The Insurer, however, may accept or refuse the insured's nomination without giving any reasons. If the Insurer refuses the insured's nomination, the Insurer will appoint a Legal Advisor of the Insurer's own choice. The Insurer's decision shall be final and binding on all parties.
- 5.10.3. Notwithstanding the above, the Legal Advisor is the insured's agent and not the Insurer's agent and the Legal Advisor is deemed to have been appointed and instructed by the insured. The Insurer 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 the Insurer's part or that of the Insurer's agents or representatives. The Legal Advisor shall act at all times as the insured's attorney and/or legal advisor and an attorney and client relationship shall exist between the Insured and the Legal Advisor.
- 5.10.4. The Insurer reserves the right, through the Insurer's employees, agents or attorneys to take over and conduct the Proceedings in the insured's name.

## APPEALS AND REVIEWS

**5.11.** The policy does not cover appeals and reviews and hence, the Insurer will not be liable for any legal costs and expenses relating to any appeal or reviews.

## INFORMATION REQUIRED AND THE INSURER'S RIGHTS

**5.12.** The Insured will at the insured's own expense and within a reasonable time upon request:

- 5.12.1. Take all necessary steps to provide the Insurer with all the CORRECT information and evidence in the insured's possession that the Insurer may require;
- 5.12.2. Take all necessary steps to provide the Insurer with a truthful account of the facts of the Insured Event in writing;
- 5.12.3. Produce and/or execute all documents reasonably requested by the Insurer ;
- 5.12.4. Reasonably follow the Insurer's advice or instructions and co-operate with the Insurer in all respects
- 5.12.5. and keep the Insurer and the Legal Advisor fully and continually informed of any material developments in the matter; and

- 5.12.6. The Insurer is entitled to obtain from the Legal Advisor any information, form, report, copy of documents, advice, computation, account or correspondence relating to an approved claim proceeding, whether or not such information is privileged. In any approved claim, the Insurer shall have access to any appointed Legal Advisor at all times.
- 5.12.7. The Insurer will not be liable for any costs and expenses where the Insured failed to provide the Insurer with the above information or proper instructions within a reasonable time for the Insured to act thereon.

#### RECOVERY OF COSTS FROM THIRD PARTIES (OPPOSING PARTY)

- 5.13.** The Insured hereby irrevocably cede to the Insurer the insured's right of entitlement to recover costs from a Third Party and hereby gives the Insurer the right to:
- 5.13.1. Recover costs due to the Insured from a Third Party;
- 5.13.2. Proceed in the insured's name if any Third Party is obliged to pay the Insured any costs. The Insurer may, however, instruct the Insured to take all steps that are necessary or expedient to affect the recovery and to hold any sum that are recovered for the Insurer on the Insurer's behalf and then to immediately have this paid to Insurer; and
- 5.13.3. Recover the legal costs and expenses from the Insured on an instalment basis if the Insured recover damages or compensation inclusive of legal costs and expenses from a Third Party on an instalment basis.

#### PROSPECTS OF SUCCESS, REPUDIATION AND ANCILLARY PROCEDURE.

- 5.14.** Upon receipt and evaluation of a claim by the insured, If the Insurer is satisfied that:
- 5.14.1. the insured's prospects of success in a claim are weak, or
- 5.14.2. there is no reasonable prospect of success or that;
- 5.14.3. the Insured has failed to comply with any terms and conditions of this policy agreement or that;
- 5.14.4. the insured's claim falls within the category of exceptions or that;
- 5.14.5. the insured's interests can be better secured by alternative legal means,

The following conditions and procedures shall apply:

- 5.14.5.1. The Insurer will repudiate the insured's claim, and in writing within 7 days of the decision to repudiate and provide to the Insured the reasons for that decision.
- 5.14.5.2. Upon receipt of a written repudiation or any other alternative decision by the Insurer in this clause, the Insured may within 30 days' lodge a written objection to any such repudiation or any other alternative decision for the Insurer's consideration on appeal.
- 5.14.5.3. The Insurer must consider any appeal lodged against a repudiated claim or any alternative decision and provide the Insured a written response within 30 days with reasons for the insured's decision. This decision shall be final and binding and the Insurer will thereafter not be liable for any further legal costs and expenses relating to the claim.

5.14.5.4. Where after appeal, the Insurer makes a final decision to repudiate a claim, the Insured may within 60 days refer the matter to arbitration in terms of the appropriate laws of Namibia. The Insured may lodge an objection to the Insurer within 30 days.

5.14.5.5. The Insured will advise the Insurer, in writing, within 7 (seven) days of the insured's acceptance or refusal of the Insurer's decision. If the Insured fail to advise the Insurer within 7 (seven) days, it will be deemed that the Insured have accepted the Insurer's decision;

5.14.5.6. If the Insured do not accept the Insurer's opinion, the matter will be referred to the internal ombudsman for arbitration; If the Arbitrator supports the Insurer's decision, the matter will be considered final; and the Insured will be entitled to proceed with the Proceedings, regardless of the Arbitrator's ruling. However, the Insurer will then provide no cover for the legal costs and expenses. If the Forum then makes a finding in the insured's favor, the Insurer will pay the Insured the legal costs and expenses incurred on the same tariff that would have been paid to a panel attorney if the Insurer instructed him. A schedule of tariffs is available on request.

#### WITHDRAWAL BY THE INSURED

**5.15.** In an approved claim, If the Insured settles, concedes, admits guilt, admits liability, withdraws, causes to be cancelled or suspended, or discontinues any proceedings without informing the Insurer and without the Insurer's prior written consent, the Insurer may repudiate the claim in question and the legal costs and expenses incurred as well as any Opposing Party costs will become immediately payable by the insured.

**5.16.** The Insurer will not be liable for any punitive cost orders or legal expenses against the insured.

**5.17.** The Insurer will not be liable for any legal expenses that are unnecessary, unreasonable or recklessly incurred by the insured.

#### SETTLEMENT

**5.18.** The Insurer has the right to advise on the settlement of any matter at any time prior to the final determination thereof if the Insurer is of the opinion that the settlement is an appropriate resolution to the matter.

**5.19.** All attempts at settlement or resolution shall be confirmed in writing. Copies thereof together with all responses from Third Parties (Opposing Party) will be furnished to the Insurer.

**5.20.** The Insurer must approve all settlement terms which have a bearing on costs that are to be recovered or paid, in writing.

**5.21.** The Insured will immediately notify the Insurer in writing of any offer of payment or actual payment into a Forum, which is done with the view to settle the matter.



**5.22.** If the insured, do not accept such an offer or payment into a Forum and the Insurer are of the opinion that the Proceedings will be equally or less favourable to the insured, the Insurer will instruct the Insured to accept the offer of payment or the payment into the Forum. If the Insured refuses to take the Insurer's instruction, the Insurer will have no further liability in respect of the legal costs and expenses incurred after the offer of payment or payment has been made.

#### PROOF OF IDENTITY

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

#### CLAIMS PAYMENT

**5.24.** The Insurer will only be obliged to make payment at the conclusion of any matter giving rise to a Claim.

**5.25.** The Insurer will only be liable for the legal costs and expenses as negotiated and approved in writing before the commencement of any proceedings to a claim.

**5.26.** The Insurer will not pay the following fees:

- 5.26.1. Any Expert Witness's related Fees;
- 5.26.2. Tracing Fees;
- 5.26.3. Motor Vehicle Accident Reports;
- 5.26.4. Medical Reports;
- 5.26.5. Medical Examinations;
- 5.26.6. Second Opinion Medical Examinations;
- 5.26.7. Credit Profile Reports from a Credit Bureau; and
- 5.26.8. Translations and transcripts.

#### LIMIT OF INDEMNITY

**5.27.** The legal costs and expenses payable by the Insurer in respect of a claim shall not exceed the monetary value of the claim amount of the case, either against or for the Insured and are subject to Clause 5.28 below

**5.28.** The Insurer 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).

#### WAITING PERIOD

**5.29.** Notwithstanding the Inception Date of the Policy, Insurance cover only starts after the expiration of the Waiting Period, which is 3 (three) months from the inception of the policy. Premium must therefore be paid for three consecutive months after the Inception date and the Insured Event must occur after the 3 (three) months Waiting

Period. This does not apply in respect of Divorce and Conveyancing proceeding, these are subject to 12 months, waiting period.

#### SPECIFIC WAITING PERIOD

- 5.30.** Where the Main Member Institutes Divorce Action or has been served with divorce summons, the Waiting Period shall be 12 (twelve) months paid premiums, and where applicable 12 (twelve) months paid premiums for Conveyancing.
- 5.31.** Where the Main Member intends to claim for conveyancing, the waiting period of 12 months shall apply.

#### CONSENT FOR SHARING OF INFORMATION

- 5.32.** The Insured and any nominated dependents, waive any right to privacy in any insurance information provided by the Insured or on the insured's behalf, of any insurance policy or claim made or lodged by the insured. The Insured hereby consent to such information being disclosed to any other insurance company or its agent. The Insured also acknowledge that the information provided by the Insured may be verified against other legitimate sources or databases. The Insured also waive any rights of privacy and consent to the disclosure of any information relevant to any insurance policy or claim concerning the Insured or any Insured.

#### PERSONAL INFORMATION

- 5.33.** The Insured shall inform the Insurer of any changes to the insured's personal details such as, banking details, physical, electronic and postal address, contact details and any other personal information that is necessary for communication purposes and the fulfilment of the insured's obligations under this policy.

#### PREMIUM INCREASE

- 5.34.** The premium will increase every year, by the percentage of inflation or other determined amount on the day the Insured 1<sup>st</sup> signed the Policy. Such increase will be communicated with the insured.

#### UNAUTHORIZED CHANGES

- 5.35.** None of our sales agents or any other employees of the Insurer have the authority to give any undertaking that deviates from the terms of this policy, so any agreement with our agents that is contrary to this policy in void and unenforceable.

#### LENIENCY

- 5.36.** If the Insured fails to comply with the terms of this Policy, the Insurer may overlook it, but even if the Insurer overlook the Insured none-compliance with the terms of this policy over a long period of time, it does not mean that the Insurer has to continue being lenient.
- 5.36.1. The Insurer reserves the right to enforce any term of the agreement at any time.

## **GENERAL EXCEPTIONS IN RESPECT OF INSURED AND CLAIM EVENTS**

- 6.** The Insurer , will not be liable for any claim directly or indirectly caused by or contributing to or arising from:
- 6.1.** 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.** 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;
  - 6.3.** Any act (whether on behalf of any organization, 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;
  - 6.4.** 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; and
  - 6.5.** Any claim which the Insurer alleges that it is not covered, for any reasons in terms of this policy, the burden of proving the contrary shall rest on the insured. Reasons that the Insured might claim that an event is not covered are listed below but are not limited to:
    - 6.5.1. The claimable event or cause of action arose before the policy became active.
    - 6.5.2. The claimable event is not covered, because it is not listed as part of the events that are covered in the policy.
    - 6.5.3. The claimable event is a result of fraudulent actives and / or based on untruthful statements by the insured, dependents or anyone acting on their behalf.
    - 6.5.4. The Insured failed and or neglected to report the claimable event within 30 days.
    - 6.5.5. The Insured has failed to pay his premiums on time and has outstanding payments.
    - 6.5.6. The claimable event is below the required minimum amount covered by the policy.
    - 6.5.7. The Insured has failed to cooperate and follow the instructions of the Insurer .
    - 6.5.8. Where another insurance company / firm has lawfully repudiated the Insured claim.
    - 6.5.9. Where the claimable event falls part of the exclusions.
  - 6.6.** In respect of any criminal or civil Proceedings by or against the Insured Person which was in a legal process at the inception of the Policy and which the Insured did not disclose to the Insurer .

- 6.7.** Any Legal expenses concerning any challenge, application or opposition with regards to a dispute relating to the legality or illegality of a person's right to be present in Namibia i.e. Workers Insurance will render assistance with any administrative process concerning the legal status of an immigrant in Namibia but will not cover a member for any legal expenses in pursuit of such legal status.
- 6.8.** Any matter in which the Insured sues another for defamation and breach of privacy or other injuria.
- 6.9.** Any Business Related Matters and all ancillary 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.
- 6.10.** Any claim related to Land Claims. - such as land that was allocated by Town Council / Ministry of Lands and through resettlement
- 6.11.** Any Matter relating to Environmental Issues.
- 6.12.** Any Matter relating to Mineral or related Rights.
- 6.13.** Any Matter relating to Tax or Fiscal Law.
- 6.14.** Any Matter relating to Electricity Outages or Claims based on Consequential Damage arising from Electricity Outages.
- 6.15.** Any Matter relating to Pandemics, acts of God and war.
- 6.16.** Any Matter relating to witchcraft, religious beliefs, customary laws and any ancestral rights.
- 6.17.** Any Matter relating the Insurer . Examples the Insurer is being sued or the Insured wants to institute legal actions against the Insurer .
- 6.18.** Any matter that falls outside the Insurer 's limit of indemnity and that was not approved by the Insurer .
- 6.19.** Matters where the Insured has an option to pay a fine, without conviction.