

LexNa Insurance Limited

TERMS AND CONDITIONS

(2024-2025 VERSION)



FIGHTING FOR YOUR RIGHTS

Insurance Policy Process Flow

1. Client & Agent Engagement Stage

- Prospective Insured meets with an authorized agent.
- The agent:
 - Explains the policy terms and conditions.
 - Clarifies coverage, exclusions, waiting periods, and claims procedures.
 - Answers question and assists the Insured to ensure full understanding.

2. Policy Activation & Waiting Period

Step 1: Insured pays the first premium.

Step 2: Insurer confirms and accepts the policy.

Step 3: Insured observes the waiting period:

- General Claims → 3 months.
- Divorce Cases → 11 months.
- Conveyancing (property/land) → 11 months.

3. Occurrence of Claimable Event

- Insured must notify the Insurer in writing within 30 days of the event.
- Late notification may result in loss of coverage or claim rejection.

4. Enquiry Stage (Before Formal Claim Submission)

- Enquiries are for preliminary guidance and:
 - Do not constitute formal claims.
 - Do not involve legal advice or assessment of merits.
 - Are limited to 10–15 minutes of telephonic communication unless otherwise agreed.

● 5. Formal Claim Submission

Step 1: Insured submits all correct documents and information within 7–14 working days of request.

Step 2: Insurer may extend deadlines if reasonable cause is shown.

● 6. Bail Payment Process (if applicable)

- Insurer pays bail (max N\$7,500) if:
 - The Insured is formally charged, and bail is granted.
 - The Insured is a fully paid-up member.
- Bail applies only for release from custody, not for fines or penalties.
- Dependents receive 1 bail payment per 12-month cycle.

○ 7. Claim Assessment & Decision

Step 1: Insurer evaluates:

- Prospects of success.
- Policy compliance.
- Coverage validity.

Step 2: Outcome:

- Approved: claim moves to legal handling.
- Repudiated: written rejection and reasons provided within 7 calendar days.

● 8. Post-Approval Legal Handling

If a claim is accepted:

- The Insurer will at its sole discretion:
 - Assign the matter to its In-House Legal Department for internal handling, or;
 - Refer the case to an External Panel of Approved Law Firms.

● 9. Appeal Procedure (if Claim is Rejected)

- Insured must respond within 7 calendar days of the repudiation letter.
- Insured may submit a formal written objection within 30 calendar days.
- The Insurer reconsiders and issues a final written decision within 30 days.

○ 10. Arbitration Process

- If dissatisfied, Insured may refer the matter to arbitration.
- Must notify Insurer within 30 days and initiate arbitration within 60 days.
- Arbitrator's decision is final and binding.

● 11. External Remedies

- After arbitration, the Insured may:
 - Lodge a complaint with NAMFISA.
 - Pursue independent legal action at their own cost.

Contents

1. GENERAL DEFINITIONS AND INTERPRETATIONS.....	5
2. INSURER, INSURED, DEPENDENTS, AND AGENT.....	8
3. INTRODUCTION.....	9
4. INSURED AND CLAIMABLE EVENTS:.....	11
5. TERMS AND CONDITIONS	18
6. GENERAL EXCEPTIONS IN RESPECT OF INSURED AND CLAIM EVENTS	27

1. GENERAL DEFINITIONS AND INTERPRETATIONS

LEGAL ADVISOR

- 1.1. The Legal Advisor refers to an attorney or any other suitably qualified individual, firm, or company appointed by the Insurer to represent the Insured in accordance with the Insured's standard and terms and conditions.

PROCEEDINGS

- 1.2. Proceedings shall mean the pursuit or defence of 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, excluding the Supreme court of Namibia.

THIRD PARTY

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

PERIOD OF INSURANCE

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

TERRITORY

- 1.6. The Territory is the area inside the borders of Namibia. Any incident that 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 refers to the duration between the payment of the first premium by the Insured and the confirmation of the policy by the Insurer, after which the Insured becomes eligible to submit a claim under the policy. In essence, it is the period the Insured must wait from the date of the initial premium payment and policy confirmation before they can claim benefits.

The waiting period consists of the following steps:

- 1.8.1. **First Step:** Payment of the first premium by the Insured.
- 1.8.2. **Second Step:** Acceptance and confirmation of the insurance policy by the Insurer.
- 1.8.3. **Third Step:** Expiry of the waiting period as specified in this document.

The Insured may only submit a claim under the policy after fulfilling all the above steps and complying with all applicable terms and conditions.

PAID-UP

- 1.9. A policy is considered paid-up when all monthly premiums have been paid in full of the date of inception and/or reinstatement up to the date the matter is reported to the Insurer, without any interruptions in payment. Partial payments do not constitute a paid-up status.

- 1.9.1. **Non-Payment Consequence:** Unpaid or partially paid premiums will result in the 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 main member.

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.

- 1.13.1. The claimable event should be in the insured member's personal and individual capacity.

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.

Definitions:

- 1. Nominated person:** The person named as a dependent by the Main member on the insurance application and is accepted as such by the Insurer.
- 2. 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.
- 3. Spouse:** means a person, at the time when the relevant events occurred, was legally married to the Insured at the time the benefit is claimed.

2. INSURER, INSURED, DEPENDENTS, AND AGENT

THE INSURER

- 2.1. The Insurer is Lexna Insurance Limited (“Lexna” or “the Company”). The Insurer provides legal advice and covers the legal costs 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.

DEPENDENT ELIGIBILITY CRITERIA

- 2.3. The Dependents 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 Dependents are also required to be dependent on the Main member at the time the benefit is claimed.
- 2.4. The Dependents 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 at the time 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 at the time the benefit is claimed.
 - 2.5.4. The Insurer reserves the right to request proof of the dependent's financial dependence and/or student status at the time of claim submission.

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 individuals (Main member and dependents) must observe and fulfill all the Terms and Conditions of the policy, to be eligible to claim from the policy.

THE POLICY

- 3.2. The Terms and Conditions set out herein, the Application together with the Schedule of Insurance, which contains all the particulars of the coverage, along 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. Compliance with Policy Terms: The payment of any claim shall be subject to the Insured's full compliance with all terms, conditions, and exceptions set forth in this policy.
- 3.4. Premium Payment Requirements: The payment of a claim shall be contingent upon the timely and full payment of premiums by the Insured, as well as the Insurer's acceptance thereof.
- 3.5. Full Payment of Premiums: Premiums must be paid in full, with no outstanding amounts due, both at the time of the claimable event and at the time the benefit is claimed. Partial or incomplete payment of premiums shall not constitute being "paid up" and shall render the Insured ineligible for claim benefits.
- 3.6. Inconsistent Premium Payments: Inconsistent payment of premiums by the Insured shall result in the repudiation of a claim. For the purposes of this clause, inconsistent payments include, but are not limited to, the following:
- 3.6.1. Instances where the Insured, having previously maintained consistent premium payments, ceases or halts payments during the processing or attendance to his/her claims.
 - 3.6.2. Instances where the Insured fails to maintain a regular payment schedule, as determined by the Insurer, in accordance with the policy terms.

PRIOR EVENTS & WAITING PERIODS

- 3.7. The insurance policy covers only future events occurring after the applicable waiting period. It does not extend to disputes, claims, or causes of action arising from past events or circumstances, regardless of whether the Insured was aware of such events.

The applicable waiting periods are as follows:

- 3.7.1. **General Claims:** A waiting period of three (3) months of paid premiums applies to all claims, except as specified below.
- 3.7.2. **Divorce Cases:** A waiting period of eleven (11) months of paid premiums applies to both the institution and defence/opposition of divorce proceedings.
- 3.7.3. **Conveyancing:** A waiting period of eleven (11) months of paid premiums applies to property or land purchases intended for development. The purchase must take place only after the waiting period has lapsed.

FRAUDULENT CLAIMS

- 3.8. The Insurer shall not entertain fraudulent claims and reserves the right to initiate legal action, including fraud charges, against the Insured or any individual who deliberately attempts to defraud this policy.
- 3.9. The Insurer reserves the right to recover from the Insured any and all expenses incurred in connection with a fraudulent claim.
- 3.10. The Insured shall forfeit all rights to claim under this policy if:
 - 3.10.1. The claim is fraudulent, or the Insured, or any individual acting on their behalf, employs fraudulent means to obtain benefits under this policy.
 - 3.10.2. The claim arises from a deliberate, wilful, or intentional act or omission by the Insured, or with their involvement, or that of any person acting on their behalf.
 - 3.10.3. The quantum of the claim is deliberately exaggerated by the Insured or any person acting on their behalf.

PREMIUM PAYMENT

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

Debit Order:

- 3.11.1. The Insured must fill in the form to be submitted at the bank, by the Insurer for a Bank Debit Order.
- 3.11.2. 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.):

- 3.11.3. The Insured must pay the premium in cash to the Insurer on the last day of the previous month for the following month.
- 3.12. The onus/responsibility lies solely with the Insured to ensure that the policy remains paid up.

4. INSURED AND CLAIMABLE EVENTS:

ATTENDING TO ENQUIRIES

- 4.1. The Insurer may, at its own discretion, attempt to decide whether or not an event is claimable, and in doing so, entertain and assist the Insured in answering enquiries related to claimable events.
- 4.2. Entertaining legal enquiries serves the sole purpose of allowing the Insurer an opportunity to assess the Insured's case and determine if such a case is covered under the policy. Hence, all communication and advice given to the Insured at this point is non-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 notify the Insured within 48 hours to lodge a formal claim.

SPECIFIC EXCLUSIONS RELATED TO ENQUIRIES

- 4.3. Enquiries made by the Insured do not constitute an inspection into the merits of the case, the offering of legal opinions or advice, or the acceptance of a claim. Enquiries are solely intended to provide the Insurer with an opportunity to preliminarily assess the Insured's case and make a determination regarding its admissibility. Accordingly:
 - 4.3.1. The Insurer shall not be bound by any communications, representations, or statements made during the enquiry stage.
 - 4.3.2. The Insurer shall not, at this stage, delve into the merits of the case, conduct research, or provide any advice or opinion that could be construed as assessing the validity or potential success of a claim.
 - 4.3.3. The Insurer shall not provide any binding legal advice, opinions, or assurances during the enquiry stage.
 - 4.3.4. All communication between the Insured and the Insurer at this stage shall be limited to a maximum of ten to fifteen (10–15) minutes of telephonic communication, unless otherwise agreed in writing by the Insurer.

CLAIMS IN RESPECT OF LEGAL COSTS 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's 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 their personal and individual 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 eleven (11) months waiting period has lapsed, the Insured is entitled to claim in respect of the Insured's legal costs and expenses, excluding disbursements and publications, and 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. That is false, fraudulent, or based on false or fraudulent information, or where the Insurer has a reasonable belief to doubt the truthfulness of the claim or any related information provided in the matter.
- 4.6.2. That is based on incorrect or inaccurate information provided by the Insured for the purposes of a claim, of which the Insured knew or ought reasonably to have known that such information was incorrect or inaccurate, or could have taken reasonable steps to verify the information but failed to do so.
- 4.6.3. That arises 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 the Insured has been charged or convicted by a competent court for such attempt or conspiracy.
- 4.6.5. Where the Insured or any insured party fails to follow the Insurer's instructions or acts contrary to or in a manner different from the Insurer's advice, and where, in the Insurer's opinion, such failure increases the Insurer's risk.
- 4.6.6. For any legal costs incurred by the Insured before a claim has been formally lodged with the Insurer.
- 4.6.7. For any adverse cost order against the Insured.
- 4.6.8. Where the Insured would be entitled to indemnity under any other policy of insurance, unless the Insured has breached the terms of such other policy.
- 4.6.9. Where the Insurer of the Insured's motor insurance has repudiated a motor claim or refused indemnity under such motor policy.
- 4.6.10. Where the Insured fails to attend consultations or appear in court without providing a reasonable explanation, the Insurer reserves the right to deny coverage or withdraw assistance.
- 4.6.11. In respect of any matter for which an admission of guilt fine has been or may be levied.
- 4.6.12. In respect of any wilful or deliberate act or omission committed by the Insured.
- 4.6.13. In respect of any matter involving an amount less than N\$ 10,000.00 in relation to any cession, assignment, agreement, or delegation in the Insured's favour.
- 4.6.14. For any amounts payable by the Insured or awarded against the Insured in respect of the following:
 - 4.6.14.1. Damages and fines.
 - 4.6.14.2. Interest.
 - 4.6.14.3. Any other penalty, including but not limited to payments of debt, ITC listings, blacklisting, and garnishee orders; and
 - 4.6.14.4. Any claim made by or against the Insurer or the Administrator.

4.7. Right to Recover Costs and Damages: In the event that the Insured withholds material information, provides misleading or false information, or otherwise acts in a manner that induces the Insurer to provide coverage or incur costs, the Insurer reserves the right to:

- 4.7.1. Recover from the Insured all costs, expenses, and damages incurred as a result of such withholding or misrepresentation; and Initiate legal proceedings against the Insured for breach of contract, misrepresentation, or any other applicable cause of action.

CIVIL MATTERS

4.8. Civil Matters refer to legal proceedings in which the Insured is covered for the legal costs of an instructed attorney in relation to civil court proceedings in the Magistrate's Court and/or High Court for contractual or delictual damages.

4.9. Appeals and reviews are expressly excluded from coverage.

4.10. Unless expressly excluded, the civil matters covered under this policy include, but are not limited to, the following:

- 4.10.1. Motor vehicle collisions;
- 4.10.2. Third-party claims;
- 4.10.3. Personal injury matters;
- 4.10.4. Damage to the Insured's property caused by a third party;
- 4.10.5. Evictions;
- 4.10.6. Building contract disputes
- 4.10.7. Breach of contract;
- 4.10.8. Disputes arising from the purchase, hire-purchase, or leasing of defective goods;
- 4.10.9. Disputes regarding pension and provident fund pay-outs;
- 4.10.10. Consumer disputes; and

4.11. Administration of Estates: In the event of the death of a paid-up member, a contribution of up to ten thousand Namibian dollars (N\$10,000.00) shall be made towards the administration of the deceased member's estate, subject to the following conditions:

- 4.11.1. The estate must be administered by a law firm listed on the Lexna Panel of Attorneys.
- 4.11.2. This contribution shall only be applicable if the estate lacks sufficient funds to cover the legal expenses associated with its administration.

CRIMINAL MATTERS

4.12. Subject to exclusions, the Insured is entitled to representation in criminal cases instituted in the Magistrate and High Courts.

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

- 4.13.1. Theft
- 4.13.2. Assault
- 4.13.3. Murder

- 4.13.4. Poaching
- 4.13.5. Money laundering
- 4.13.6. Fraud
- 4.13.7. Corruption
- 4.13.8. Rape
- 4.13.9. Traffic offenses, excluding traffic fines.

BAIL PAYMENTS

4.14. Subject to exclusions and in addition to the coverage provided under this policy, the Insurer will pay bail in an amount not exceeding N\$7,500. Conditions for bail coverage include but are not limited to:

- 4.14.1. The Insured is obligated to effect the bail payment, subject to feasibility, within a period not exceeding forty-eight (48) hours following the occurrence of both: The Insured being formally charged with an offense; and the granting of bail by a competent authority.
- 4.14.2. The Insured must be a fully paid-up member at the time of the request for bail assistance.
- 4.14.3. The Insurer will directly settle the bail payment themselves and shall retain the original bail receipt for legal purposes.
- 4.14.4. The Insurer will not refund any bail money paid by the Insured without prior written approval.
- 4.14.5. The Insurer will only pay a maximum N\$ 7,500 in respect of bail within a 12-month cycle for the same Insured member.
- 4.14.6. The bail money is paid to secure a defendant's release from custody cannot be used to settle any fines, fees, or other monetary punishments imposed by the court.
- 4.14.7. Dependents are eligible for coverage for one bail payment not exceeding N\$ 7,500 per 12-month cycle

MOTOR VEHICLE ACCIDENTS

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

- 4.15.1. Damage to the Insured's vehicle or property as a result of an accident or collision caused by someone else.
- 4.15.2. 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.
- 4.15.3. Breach of contract by a seller regarding the terms of a contract or a warranty for the purchase of a vehicle by the insured
- 4.15.4. Wrongful repossession of the Insured's vehicle under the terms of a credit agreement by such insured.
- 4.15.5. Defective workmanship of the Insured's vehicle by mechanics, panel beaters, and related service providers.
- 4.15.6. Breach of contract by the seller of a vehicle bought by the Insured regarding transfer of the vehicle and delivery of registration documents and logbooks.

SPECIFIC EXCLUSIONS RELATED TO MOTOR VEHICLE CLAIMS

- 4.16. The Insured shall not be entitled to claim legal cover in cases involving a motor vehicle accident if any of the following conditions apply at the time of the accident:
- 4.16.1. The vehicle was not registered in the Insured's name in accordance with the *Road Traffic and Transport Act, 1999* at the time of the incident.
 - 4.16.2. The Insured was operating the vehicle while under the influence of intoxicating liquor, with a breath alcohol concentration exceeding the legally permitted limit.
 - 4.16.3. The vehicle was driven by an unlicensed individual, whether the Insured or any person authorized by the Insured.
 - 4.16.4. The vehicle was not in a roadworthy condition.
 - 4.16.5. The Insured's claim had been repudiated by another insurance company, including the *Motor Vehicle Accident (MVA) Fund*.
 - 4.16.6. The vehicle was used by an individual not expressly authorized by the Insured. Any unauthorized use of the Insured's vehicle shall be considered outside the scope of coverage provided by this policy, and the Insurer shall bear no liability for any claims arising therefrom.

LABOUR MATTERS

- 4.17. Subject to policy exclusions, the Insured is entitled to legal assistance in matters related to employment disputes.
- 4.18. Unless expressly excluded, the following labour-related matters are covered under this policy, including but not limited to:
- 4.18.1. Breach of material terms of the Insured's employment contract.
 - 4.18.2. Unfair labour practices and unfair dismissals.
 - 4.18.3. Rejection of claims by the employer concerning workmen's compensation for injuries sustained by the Insured while on duty.
 - 4.18.4. Legal representation in conciliation and arbitration proceedings.
 - 4.18.5. Assistance in the preparation for internal disciplinary hearings.

SPECIFIC EXCLUSIONS RELATED LABOUR MATTERS

- 4.19. Union Representation: If the Insured is a member of a trade union or is represented by a union in an employment-related matter, they must notify the Insurer in writing of their chosen representative.
- 4.19.1. Should the Insured elects to be represented by the union, the Insurer shall not be liable for the outcome of the matter.
 - 4.19.2. If the Insured elects to be represented by the Insurer, they shall not be permitted to seek representation from the union.
- 4.20. Disciplinary enquiry where the Insured is not allowed to have external legal representation.

DIVORCE MATTERS

- 4.21. Subject to policy exclusions and an eleven (11) month waiting period, only the main member, excluding dependents, shall be entitled to claim legal cover for divorce proceedings, whether they have instituted the proceedings, or the proceedings have been instituted against them.
- 4.22. Divorce-related legal matters covered under this policy include, but are not limited to:
- 4.22.1. Applications for an interdict or interim custody of, or access to, a minor child of the marriage.
 - 4.22.2. Applications for the payment of maintenance.
 - 4.22.3. Applications for contributions toward the cost of legal action.
 - 4.22.4. Legal representation in divorce proceedings where summons have been served on the main member.

SPECIFIC EXCLUSIONS RELATED DIVORCE MATTERS

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

CONVEYANCING

- 4.26. Subject to policy exclusions and an eleven (11) month waiting period, the Insured may claim legal cover for the initiation of conveyancing procedures, provided that the transfer and registration of the property are conducted by a law firm listed on the Lexna Panel of Attorneys.

SPECIFIC EXCLUSIONS RELATED TO CONVEYANCING

- 4.27. Claims related to conveyancing may only be submitted after the expiration of the eleven (11) month waiting period and only if the property and/or land for development purposes was purchased after the waiting period has lapsed.
- 4.28. Only the main member, and not dependents, shall be eligible to claim benefits related to conveyancing.
- 4.29. The Insurer shall appoint an admitted legal practitioner from the Lexna Panel of Attorneys to oversee the entire conveyancing procedure.
- 4.30. The Insurer shall cover only one (1) conveyancing matter within a continuous three (3) year period, and only for the purchase of a primary residence.

- 4.31. The Insurer shall contribute to conveyancing costs, specifically transfer and registration fees, up to a maximum of N\$10,000.00, which shall cover attorney's fees only, excluding disbursements and incidental costs.

ADMINISTRATIVE MATTERS

- 4.32. Subject to exclusions, the Insured is covered in terms of administrative matters; such matters include but are not limited to:

- 4.32.1. Preparation and representation at administrative proceedings.

5. TERMS AND CONDITIONS

RIGHT OF CANCELLATION AND POLICY AMENDMENTS

- 5.1. The Insurer reserves the right to cancel this insurance policy or to amend any of its terms or conditions by providing the Insured with thirty (30) days' written notice.
- 5.2. Such notice shall be deemed to have been duly issued and received if communicated through any of the following channels:
 - 5.2.1. The Insured's recorded postal address;
 - 5.2.2. The Insured's registered email address;
 - 5.2.3. Short Message Service (SMS) sent to the Insured's registered telephone number; or
 - 5.2.4. Publication of a notice in a local newspaper.
- 5.3. In the event that the Insurer amends any term or condition of the policy, and the Insured does not agree to such amendment, the Insured shall have the right to cancel the policy by providing written notice to the Insurer.
- 5.4. The Insured may cancel the policy at any time by giving the Insurer thirty (30) days' written notice of their intention to cancel. The policy shall terminate with effect from the last day of the month in which the notice of cancellation is issued and received.
- 5.5. The Insurer reserves the right, at its sole discretion and for any reason, to cancel the Insured's membership by providing written notice to the Insured.
- 5.6. Should the Insured elect to cancel the policy, no refunds shall be payable in respect of any premiums already paid, including any premiums paid in advance.
- 5.7. Any changes to the terms and conditions of the policy, including premium increases, shall take effect on the date specified in the notice provided to the Insured.
- 5.8. The Insurer reserves the right to decline any application for legal cover at its sole discretion and is under no obligation to provide reasons for such decision.

CLAIMS NOTIFICATION

- 5.9. The Insured is required to notify the Insurer in writing within thirty (30) days of the occurrence of an insured event or a cause of action that may give rise to a claim under this policy.
- 5.10. The Insurer shall not be liable for any claim submitted after the lapse of thirty (30) days from the date of the insured event.
- 5.11. Upon instituting a claim, the Insured must submit all relevant and accurate information and supporting documentation in their possession, or to which they have access, within seven (7) to fourteen (14) working days of the Insurer's request. Failure to do so, without reasonable cause, shall result in the Insurer being absolved from liability in respect of the claim.

- 5.12. The specific time period within which the Insured must submit the required information and/or documentation shall be explicitly communicated by the Insurer. The Insurer may, upon good cause shown, extend the prescribed timeframe if deemed reasonable under the circumstances.

ACCESS FEES

- 5.13. In the event that the Insured lodges more than three (3) claims within a three (3) month period, an excess amount of **two thousand five hundred Namibian dollars (N\$2,500.00)** shall be payable by the Insured prior to the assignment of any further claims to a legal advisor or legal practitioner.

SAFEGUARD

- 5.14. The Insured is required to take all reasonable steps to protect both their own rights and those of the Insurer prior to referring any matter for legal assistance under this policy.

- 5.15. The Insured must provide full and ongoing cooperation with the Insurer throughout the claims process. A failure or refusal to cooperate may result in the Insurer rejecting the claim. Should the Insurer form the opinion that the Insured has acted in a manner that prejudices the prospects of success in legal proceedings, or adversely affects the Insurer's position, the Insurer shall not be held liable to honour the claim.

NO AUTHORITY TO BIND THE INSURER

- 5.16. The Insured shall not have the authority to make representations, commitments, or undertakings on behalf of the Insurer. Any such representations or agreements made by the Insured shall not be binding upon the Insurer.

RELATIONSHIP WITH APPOINTED LEGAL PRACTITIONERS, AND LEGAL ADVISORS

- 5.17. The Insured shall not approach or instruct any law firm or legal practitioner directly. All legal instructions must originate from the Insurer following the submission, assessment, and approval of a valid claim.
- 5.18. The appointment of a law firm or legal practitioner to handle a claim is at the sole discretion of the Insurer. The Insured shall have no right to nominate, select, or request a specific law firm or legal practitioner to be appointed for their matter.
- 5.19. Legal instructions will only be issued by the Insurer upon successful processing and approval of a claim. No legal services rendered without the Insurer's express written instruction shall be covered under this policy.
- 5.20. The Insured is required to cooperate fully with the appointed law firm and shall act in good faith throughout the legal process. Failure to do so may result in the rejection of the claim and/or the withdrawal of legal services.

- 5.21. The Insurer reserves the right to withdraw an instruction from any legal practitioner or firm should the Insured act in a manner that is uncooperative, unreasonable, or prejudicial to the legal process or the interests of the Insurer.

LIMITATION OF LIABILITY OF THE INSURER

- 5.22. Notwithstanding any provision contained in this Policy, once a legal instruction has been issued by the Insurer and accepted by the appointed law firm and/or Legal Advisor, all legal liability shall transfer from the Insurer to the appointed legal representative. The appointed law firm and/or Legal Advisor shall be deemed to act exclusively as the agent of the Insured and not as an agent or representative of the Insurer. All legal representation provided shall be on the basis of an independent attorney-client relationship existing solely between the Insured and the appointed law firm and/or Legal Advisor.
- 5.23. Accordingly, the Insurer shall not be liable for any damages, whether direct, indirect, consequential, or otherwise, arising from the execution of the instruction, rendered in good faith, any action taken, or any conduct whatsoever of the appointed law firm and/or Legal Advisor, including but not limited to errors in judgment, omissions, or professional negligence. This exclusion applies irrespective of any involvement, oversight, or assistance provided by the Insurer, its agents, employees, or representatives.
- 5.24. In the event that the appointed law firm and/or Legal Advisor fails to discharge their professional duties with the necessary care, diligence, and skill, the Insured is required to exhaust all available remedies against such practitioner. This includes, but is not limited to, lodging a formal complaint with the Law Society of Namibia and, where appropriate, instituting legal proceedings against the appointed law firm and/or Legal Advisor. Only upon the exhaustion of all reasonable external remedies may the Insured seek further assistance from the Insurer. Such assistance shall be strictly limited to providing legal cover for the purpose of recovering damages or costs from the appointed law firm and/or Legal Advisor, subject always to the terms and conditions of this Policy.

APPEALS AND REVIEWS

- 5.25. 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

- 5.26. The Insured will, at the insured's expense and within a reasonable time upon request:
- 5.26.1. 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.
 - 5.26.2. Take all necessary steps to provide the Insurer with a truthful account of the facts of the Insured Event in writing.
 - 5.26.3. Produce and/or execute all documents reasonably requested by the Insurer.
 - 5.26.4. Reasonably follow the Insurer's advice or instructions and cooperate with the Insurer in all respects.
 - 5.26.5. Keep the Insurer and the Legal Advisor fully and continually informed of any material developments in the matter.

- 5.26.6. 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.
- 5.26.7. 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)

- 5.27. The Insured hereby irrevocably cedes, assigns, and transfers to the Insurer all rights, title, and interest in and to any claim for legal costs recoverable from any third party arising out of any matter in respect of which legal cover has been granted under this Policy. Accordingly, the Insurer shall have the exclusive right to:
 - 5.27.1. Recover from any third party any legal costs and/or disbursements incurred by the Insurer in connection with legal proceedings undertaken on behalf of the Insured;
 - 5.27.2. Institute proceedings in the name of the Insured for the recovery of such costs, should any third party be legally obligated to compensate the Insured. The Insurer may direct the Insured to take such steps as may be reasonably necessary or expedient to effect such recovery, including holding any sums recovered in trust for and on behalf of the Insurer, and to promptly remit such amounts to the Insurer upon receipt;
 - 5.27.3. Recover from the Insured, on an installment basis, any legal costs and expenses funded by the Insurer, where the Insured receives compensation or damages from a third party which includes an allocation for legal costs and expenses, whether such amounts are received in a lump sum or in installments.

PROSPECTS OF SUCCESS, REPUDIATION, AND APPEAL PROCEDURE

- 5.28. Upon receipt and assessment of a claim submitted by the Insured, the Insurer reserves the right to evaluate the merits and prospects of success of the claim. If, upon evaluation, the Insurer determines that:
 - 5.28.1. The Insured's prospects of success in the matter are minimal or unlikely; or
 - 5.28.2. There exists no reasonable prospect of success in the matter; or;
 - 5.28.3. The Insured has failed to comply with any term, condition, or obligation under this Policy Agreement; or;
 - 5.28.4. The subject matter of the claim falls within the list of policy exclusions or exceptions; or;
 - 5.28.5. The Insurer reasonably believes that the Insured's interests may be better secured by an alternative legal process or remedy;
- 5.29. Then Insurer shall formally repudiate the claim in writing within seven (7) calendar days of reaching such a decision and shall provide detailed reasons for the repudiation.
- 5.30. The Insured must notify the Insurer in writing within seven (7) calendar days of their acceptance or rejection of the Insurer's decision. Failure to provide such notice will be deemed as acceptance of the Insurer's decision.

- 5.31. Upon receipt of the Insurer's written repudiation or alternative recommendation, the Insured may lodge a written objection within thirty (30) calendar days for the Insurer's internal reconsideration or appeal process.
- 5.32. The Insurer shall consider the written appeal and respond in writing within thirty (30) calendar days of receiving the objection. The Insurer shall provide reasons for its decision, which shall be deemed final and binding. Following this, the Insurer shall bear no liability for any further legal costs or expenses relating to the claim.
- 5.33. If, after the appeal process, the Insurer's decision remains averse to the Insured, the Insured may refer the matter to arbitration in accordance with the applicable laws of the Republic of Namibia, provided such referral is made within sixty (60) calendar days of the final repudiation. The Insured must, however, notify the Insurer of their intention to do so within thirty (30) calendar days of the final decision.
- 5.34. Should the Insured disagree with the Insurer's final decision, the matter shall be referred to arbitration in accordance with the provisions of the Arbitration Act and any applicable laws of the Republic of Namibia. If the appointed Arbitrator upholds the Insurer's decision, such outcome shall be deemed final and binding on the parties. The Insured shall thereafter be entitled to pursue legal action independently and entirely at their own cost and risk.
- 5.35. The Insured may only lodge a formal complaint with the Namibia Financial Institutions Supervisory Authority (NAMFISA), or initiate any legal proceedings against the Insurer, once all internal remedies and dispute resolution avenues, including arbitration, have been fully exhausted.
- 5.36. Failure to comply with the internal dispute resolution and arbitration procedures outlined herein shall entitle the Insurer to raise a special plea of arbitration in defence of any legal action instituted prematurely by the Insured.

WITHDRAWAL BY THE INSURED

- 5.37. In respect of any approved claim, should the Insured, without the Insurer's prior written consent, take any of the below actions, then the Insurer reserves the right to repudiate the claim in question. Furthermore, all legal costs and expenses already incurred, including any cost orders in favour of the opposing party, shall become immediately due and payable by the Insured.
- 5.37.1. settle a matter;
 - 5.37.2. concede to any claim;
 - 5.37.3. admit guilt or liability;
 - 5.37.4. unilaterally withdraw from proceedings;
 - 5.37.5. withhold premium payments resulting in cancellation or suspension of the policy; or
 - 5.37.6. otherwise discontinue any legal proceedings,
- 5.38. The Insurer will not be liable for any punitive cost orders or legal expenses against the insured.
- 5.39. The Insurer will not be liable for any legal expenses that are unnecessary, unreasonable, or recklessly incurred by the insured.

SETTLEMENT

- 5.40. The Insurer has the right to advise on the settlement of any matter at any time and or before the final determination thereof if the Insurer is of the opinion that the settlement is an appropriate resolution to the matter.
- 5.41. 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.
- 5.42. The Insurer must approve all settlement terms that have a bearing on costs to be recovered or paid, in writing.
- 5.43. 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.
- 5.44. If the insured does not accept such an offer or payment into a Forum, and the Insurer is 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

- 5.45. Prior to the rendering of any assistance or the processing and payment of any claim under this policy, the Insured and/or any nominated Dependent shall be required to produce valid proof of identity. Acceptable forms of identification shall include, but are not limited to, a valid national identity document, a full birth certificate, or a valid passport. Failure to provide such proof may result in the denial or delay of the claim.

CLAIMS PAYMENT

- 5.46. The Insurer will only be obliged to make payment at the conclusion of any matter giving rise to a Claim.
- 5.47. 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.
- 5.48. The Insurer shall not be liable to cover, reimburse, or otherwise pay for any of the following costs, expenses, or fees incurred by the Insured or any third party, whether directly or indirectly associated with a claim or legal proceedings, unless expressly approved in writing by the Insurer prior to incurrence:
- 5.48.1. Any Expert Witness's related Fees;
 - 5.48.2. Tracing Fees;
 - 5.48.3. Motor Vehicle Accident Reports;
 - 5.48.4. Medical Reports;
 - 5.48.5. Medical Examinations;

- 5.48.6. Second Opinion Medical Examinations and or Medic-Legal Report;
- 5.48.7. Credit Profile Reports from a Credit Bureau; and
- 5.48.8. Translations and transcripts.
- 5.48.9. Incidental Costs related to Substituted Services

LIMIT OF INDEMNITY

- 5.49. 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 5.29 below.
- 5.50. 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).

SCHEDULE OF LIMIT OF INDEMNITY:

PRICE	N\$ 105.00 PER MONTH		N\$ 315.00 PER MONTH	
Claim Category	INDIVIDUAL COVER		FAMILY COVER	
	N\$ 100,000 COVERAGE		N\$ 300,000 COVERAGE	
	Allocation (N\$)	Percentage (%)	Allocation (N\$)	Percentage (%)
Divorces and Family Court Cases	18,000	18%	72,000	24%
Criminal Cases	13,000	13%	54,000	18%
Labor Cases	12,000	12%	51,000	17%
Civil Litigation	17,000	17%	45,000	15%
Debt Collection	6,000	6%	18,000	6%
Conveyancing Costs	10,000	10%	10,000	3.33%
Bail Cover	7,500	7.5%	7,500	2.5%
Administration of Estates	10,000	10%	10,000	3.33%
Consultation and Advisory Services	3,500	3.5%	20,500	6.83%
Miscellaneous and Unforeseen Matters	3,000	3%	12,000	4%
Total	100,000	100%	300,000	100%

WAITING PERIOD

- 5.51. 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 proceedings; these are subject to a 11-month waiting period.

SPECIFIC WAITING PERIOD

- 5.52. Where the Main Member Institutes Divorce Action or has been served with Divorce Summons, the Waiting Period shall be 11 (Eleven) months paid premiums.
- 5.53. Where the Main Member intends to claim for conveyancing, the waiting period of 11 (Eleven) months shall apply.

CONSENT FOR SHARING OF INFORMATION

- 5.54. 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 acknowledges that the information provided by the Insured may be verified against other legitimate sources or databases. The Insured also waives any rights of privacy and consents to the disclosure of any information relevant to any insurance policy or claim concerning the Insured or any Insured.

PERSONAL INFORMATION

- 5.55. 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 fulfillment of the insured's obligations under this policy.

PREMIUM INCREASE

- 5.56. The premium payable under this agreement shall be subject to an annual increase, or to such other adjustment as may be expressly determined by the Insurer, in line with the prevailing inflation rate or other relevant economic indicators. Such increase may take effect on any date determined by the Insurer during its financial period.
- 5.57. The Insurer shall provide the Insured with written notice of any such premium adjustment. This notice shall include the revised premium amount and the effective date of the increase. Such notice shall be given prior to the effective date of the premium adjustment.

UNAUTHORIZED CHANGES

- 5.58. No sales agent, representative, or employee of the Insurer is authorized to make any representation, offer, promise, or agreement that deviates from, alters, or contradicts the terms and

conditions of this policy. Any such undertaking or agreement made contrary to this policy shall be deemed null, void, and unenforceable, and shall not be binding upon the Insurer.

LENIENCY

5.59. In the event that the Insured fails to comply with any term or condition of this Policy, the Insurer may, at its sole discretion, elect to overlook such non-compliance. However, any such leniency or failure to enforce strict compliance, whether once or over an extended period, shall not constitute a waiver of the Insurer's rights under this Policy, nor shall it create any obligation on the Insurer to continue to exercise such leniency in the future.

5.60. The Insurer expressly reserves the right to enforce any provision of this Policy at any time, notwithstanding any previous non-enforcement or indulgence granted to the Insured.

COORDINATION OF BENEFITS

5.61. Coordination of Benefits: In the event that a claim is submitted to the insurer for reimbursement, the insurer reserves the right to coordinate benefits with any other applicable insurance coverage held by the insured party. If it is determined that another insurance policy has already paid for the claimed expenses, the insurer will not be responsible for providing duplicate payments. The insured party is obligated to disclose all relevant insurance coverage information to the insurer at the time of claim submission. Failure to disclose such information may result in denial of the claim and could constitute insurance fraud.

6. GENERAL EXCEPTIONS IN RESPECT OF INSURED AND CLAIM EVENTS

The Insurer shall not be liable for any claim, loss, damage, liability, or legal expense directly or indirectly caused by, resulting from, or in connection with any of the following events or circumstances:

- 6.1. Civil commotion, labour disturbances, riots, strikes, lockouts, or public disorder, or any act or activity intended to bring about or contributing to such events.
- 6.2. Any matter involving an application to a public service body, authority, person, or institution for the granting, approval, issuance, or release of any licenses, permits, authorizations, or certifications.
- 6.3. Any issue related to visas, residency, refugee or asylum applications, immigration fraud or violations, immigration status and appeals, deportation, work permits, or citizenship-related matters.
- 6.4. Any event or act not classified as work-related under the Labour Relations Act, including but not limited to secondary strikes, mutiny, military uprising, usurpation of power, insurrection, rebellion, revolution, martial law, or a state of siege, or any event or cause leading to the proclamation or enforcement of martial law or a state of siege.
- 6.5. Any act or omission, whether by an individual, organization, group, or collective body, intended or calculated to overthrow, destabilize, or influence the State or Government, or any provincial, local, or tribal authority by force, fear, terrorism, violence, or other unlawful means.
- 6.6. Any act or omission intended or calculated to cause loss, damage, or disruption for the purpose of advancing a political objective, cause, or movement, or to effect social or economic change, or in protest against the State or Government, or any provincial, local, or tribal authority, or for the purpose of instilling fear or panic among the public or any section thereof.
- 6.7. Any claim which the Insurer alleges is not covered under the provisions of this Policy shall be deemed excluded, and the burden of proving the contrary shall rest solely with the Insured. The reasons for such repudiation may include, but are not limited to, the following:
 - 6.7.1. Where there is clear and demonstrable evidence of wilful conduct or omission on the part of the Insured that contributed to or resulted in the claimable event.
 - 6.7.2. The claimable event or cause of action arose prior to the commencement or maturation of the Policy;
 - 6.7.3. The claimable event does not fall within the scope of insured events explicitly listed and covered under this Policy;
 - 6.7.4. The claimable event arises out of, or is connected to, fraudulent conduct or misrepresentation by the Insured, their dependents, or any person acting on their behalf;
 - 6.7.5. The Insured failed, neglected, or omitted to report the claimable event to the Insurer within thirty (30) days of its occurrence;
 - 6.7.6. The Insured has failed to pay premiums timeously and is in arrears at the time of the claimable event;

- 6.7.7. The claimable event involves an amount that is below the minimum threshold covered under this Policy;
 - 6.7.8. The Insured has failed to cooperate with, or has not complied with, the reasonable instructions or directions issued by the Insurer;
 - 6.7.9. A claim for the same event has been lawfully repudiated by another insurer or legal service provider;
 - 6.7.10. The claimable event falls within the exclusions expressly listed or implied in the Policy
- 6.8. Any criminal or civil proceedings instituted by or against the Insured which were already in progress or pending at the time of inception of this Policy and which the Insured failed to disclose to the Insurer.
- 6.9. Any legal expenses arising from or relating to any challenge, application, or opposition regarding the legality or illegality of a person's right to be present in the Republic of Namibia. For clarity, while the Insurer may render assistance with administrative processes concerning the legal status of an immigrant in Namibia, no legal expenses incurred in pursuing or contesting such legal status shall be covered under this Policy.
- 6.10. Any legal expenses, fees, or costs incurred in connection with matters brought before the Supreme Court of Namibia. All claims or disputes requiring legal representation or proceedings before the Supreme Court are expressly excluded from the scope of this Policy. The Insured acknowledges and agrees that the Insurer shall not bear any liability for such expenses.
- 6.11. Any matter in which the Insured sues another for defamation and breach of privacy or other injuria.
- 6.12. 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. These include, but not limited to, any matter performed as:
- 6.12.1. Business owner or founder
 - 6.12.2. Director
 - 6.12.3. Partner
 - 6.12.4. Shareholder
 - 6.12.5. Independent Contractor
 - 6.12.6. Self-Employed Professional
 - 6.12.7. Independent Contractor
 - 6.12.8. Trustee of a Trust (if acting in a business capacity)
 - 6.12.9. Beneficiary of a Trust (if acting in a business capacity)
 - 6.12.10. Trade Representative
- 6.13. Any claim related to Land Claims, such as land that was allocated by Town Council/Ministry of Lands and through resettlement.
- 6.14. Any matter related to Insolvency, Liquidation, bankruptcy, Debt Restructuring or Sequestration.

- 6.15. Any Matter relating to Environmental Issues;
- 6.16. Any Matter relating to Mineral or related Rights;
- 6.17. Any Matter relating to Tax or Fiscal Law;
- 6.18. Any matter relating to Contempt of court;
- 6.19. Any Matter relating to Electricity Outages or Claims based on Consequential Damage arising from Electricity Outages;
- 6.20. Any matter relating to Load shedding, Water shedding, Gas shedding, Internet Shedding, Waste Management Shedding or any other shedding;
- 6.21. Any Matter relating to Pandemics, Acts of God, and War;
- 6.22. Any Matter relating to witchcraft, religious beliefs, customary laws, and any ancestral rights;
- 6.23. Any Matter of an emotional nature / dispute and does not affect the Insured's corporeal interests;
- 6.24. Any Matter relating to the Insurer. Examples include when the Insurer is being sued, or the Insured wants to institute legal actions against the Insurer;
- 6.25. Matters where the Insured has an option to pay a fine, without conviction;
- 6.26. Any matter relating to gambling, or awards from the participation in any competition;
- 6.27. Any matter that falls outside the Insurer's limit of indemnity and that was not approved by the Insurer;
- 6.28. Any matter not explicitly listed as an Insured Matter within the Insurance Cover Sections does not fall under the scope of this policy and will not be covered;