

Member's  
**LegalEazi**  
Guide  
Botswana



## LegalWise Complaints Policy

As an authorised Broker and Financial Services Provider, LegalWise is committed to providing our Members with quality service and undertake to manage the affairs of our Members in such a way that it would not be necessary to have a complaint about our service, integrity and commitment.

LegalWise's policy has always been to resolve all complaints from Members, whether in writing or telephonically as quickly as possible.

Should it happen that a Member does have a complaint, we undertake to:

- > Resolve complaints in a manner that is fair to our Members, our business and our staff.
- > To inform all our Members of the procedures established for the internal resolution of their complaints.
- > To ensure easy access to our complaints resolution process at our offices, or by way of post, e-mail or telephone.
- > Empower and properly train our staff to deal with complaints.
- > Deal with complaints in a timely and fair manner, with every complaint receiving proper consideration in a process that is managed appropriately and effectively by the responsible staff member.
- > Where appropriate, inform Members of their right to refer their complaints to the Short Term Insurance / NBFIRA.
- > Maintain records of all complaints received in terms of the Intermediary Services Act; for a period of five years.
- > Implement follow up procedures to:
  - Implement remedial actions to prevent similar complaints from occurring.
  - Improve services and procedures where necessary in the business.

Should you, in any way, be dissatisfied with our service, please contact the consultants in our Customer Care Department on (+267) 395 1560/78.



## English Summary of the most relevant terms & conditions

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(This summary is not a contract. Please refer to the full Standard Membership Agreement if necessary.)

### What the policy covers

1. Disputes or violation of legal rights, by or against you. In other words, things like conveyancing and the drawing up of contracts and documents are not covered.

2. Serious Criminal Cases.

3. Unlawful Dismissal, Retrenchment or Unfair Labour Practice cases.

### What the policy does not cover

1. Cases based on things which happened or were in existence before Insurance Cover started. Insurance Cover starts 3 months after the Issue Date of the Policy. (This exclusion is very important and we provide some examples below.)

2. Cases related to the business or commercial activities of the Member. Cases arising from activities as an agent, contractor, sub-contractor are examples.

3. A defamation case by the Member against someone else.

4. Matrimonial cases such as divorce, custody, guardianship, adoption and maintenance.

5. Cases related to political activities and political disturbances, riots, public disorder, strikes, martial law, etc.

6. Cases related to acts which the Member did not perform in a private capacity for private purposes.

7. An offence for which an Admission of Guilt fine is payable.

8. A serious offence, if the Member has claimed cover before, and if the Member has committed a Serious Offence in the previous six years.

9. An offence which is not a serious offence and which is similar to an offence of which the

Member has been found guilty in the previous three years.

In most cases it is not one event but a number of events that give rise to a legal problem. All these must occur after insurance cover starts.

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

We provide a few simple examples:

#### Example 1

> Month One: You become a LegalWise Member.

> Month Four: You buy a car. The salesman says it is a 1995 model.

> Month Five: You find out that the car is a 1993 model.

> Your case against the car dealer is based on the salesman's lie in Month Four.

> You are covered to sue the car dealer.

> If the salesman lied to you in Month Two, you would not be covered.

#### Example 2

> Month One: You become a LegalWise member.

> Month Four: You buy a new washing machine with a 3 year guarantee.

> Month Five: The washing machine stops working. The shop says the manufacturer is bankrupt and they can do nothing.

> Your case against the shop is covered by your LegalWise policy.

#### Example 3

A will drawn 10 years ago has a clause you want to contest. In this case the legal expenses are not covered. The reason is that the offending clause existed before insurance cover started.

### Conditions

1. Legal expenses are paid in accordance with fixed tariffs obtainable from LEZA. Any difference is payable by the Member.

2. Legal expenses must be in proportion to the nature of the case. Guidelines are available.

3. LEZA's written authority is necessary before employing an advocate in cases where an attorney can appear.

**Remember, this is only a summary of the most important practical issues. It is not everything and it is not legally binding.**

You have 3 months to read the whole policy. We have Legal Counsellors who can assist you in most of the languages. If you find that everything is not to your satisfaction, we will refund all premiums paid by you in the first three months, if you cancel in writing within this period.

## Setswana Summary of the most relevant terms & conditions

Tshobokanyo e ga se konteraka, bala Tumulano ya go nna Leloko fa go tlhokega.)

### Se polisi e se akaretsang

1. Dikgotlhang le dingangisano tsa ditshiamelo tsa semolao tsa gago kgotsa tse di leng kgatthanong le wena. Ka mafoko a mangwe dilo di tshwana le conveyancing, kwalo ya dikontra ka di makwalo ga di akarediwe.

2. Dikgetsi tsa bosenyi.

3. Go lelekiwa mo tirong e se ka fa molaong, go kgaolwa mo tirong le tsamaiso e e sokameng ya tiro.

### Se polisi e sa se akaretseng

1. Dikgetsi tsa dilo tse di diregileng kgotsa tse di nnileng teng pele ga Tshireletso ya Inshoreense e simolola. Tshireletso Ya Inshoreense e simolola kgwedi di le tharo morago ga go ntshiwa ga letlha la polisi.

2. Dikgetsi tse di nyalanang le kgwebo kgotsa ditiro tsa kgwebo tsa leloko.

3. Kgetsi ya tshenyoleina e e tlhatlhelwang ke Leloko kgatthanong le motho yo mongwe.

4. Dikgetsi tse di amanang le nyalo jaaka tlhalano, tlhokomelo, botlamedi le tshetso ya bana.

5. Dikgetsi tse di amanang le ditiro tsa dipolotiki, meferefere, tlhakatlhakano mo setshabeng, diteraeke le molao wa sesole.

6. Dikgetsi tse Leloko le di dirang mo maphateng a e seng a poraefete, a di direla mongwe, mokgatlo kgotsa setlhopa.

7. Tlolo-molao e Leloko le ka duelang tumelo ya molato mo go yona.

8. Tlolo-molao e e tseneletseng eo Leloko le kileng ya kopa tshireletso pele ka yona, le ga Leloko le kile la bonwa molato ka yona mo dingwageng tse thataro [6] tse di fetileng.

9. Tlolo-molao e tshesane eo Leloko le kileng ya

bonwa molato o o tshwanang le oo mo dingwageng tse tharo [3] tse di fetileng.

Go legantsi ga se tiragalo e le esi, ke ditiragalo di le dintsi tse di lebisang ko tlolo-molaong.

**Tsotlhe tse di tshwanetse go diragala morago ga dikgwedi tse tharo tsa boleloko.**

Re neela ka dikai di se kae tse di bonolo:

#### Sekai 1

> Kgwedi ya ntlha: O nna Leloko la LegalWise.

> Kgwedi ya bone: O reka koloi mme mothusamorekisi a re ke ya 1995.

> Kgwedi ya botlhano: O lemoga gore koloi ke ya 1993.

> Kgetsi ya gago kgatthanong le morekisi e ikaegile mo go tlhokeng boammaruri ga mothusamorekisi mo kgweding ya bone.

> O sireleditswe go sekisa morekisi wa koloi.

> Fa mothusamorekisi a ne a ile a go bolelela maaka fa kgweding ya bobedi, o ne o tlabo o sa sireletsega.

#### Sekai 2

> Kgwedi ya ntlha: O nna Leloko la LegalWise.

> Kgwedi ya bone: O reka motshini wa go tlhatswa o o nang le netefaletso ya dingwaga di le tharo.

> Kgwedi ya botlhano: Motshini wa go tlhatswa ga o tlhole o dira. Lebenkele la re batlhagisi ba motshini ba feletswe ke madi mme ga ba kgone go ka go thusa.

> Kgetsi ya gago kgatthanong le lebenkele e sireleditswe.

#### Sekai 3

Wili e e dirilweng dingwaga di le lesome tse di fetileng di na le polelwana e o batlang go e lwantsha. Fa go ntse jaana ditshenyegelo tsa

semolao ga di sirelediwe. Lebaka ke gore polelwana eo o sa e rateng e nnile teng pele ga Tshireletso ya Inshoreense e simolola.

### Mabaka

1. Ditshenyegelo tsa semolao di duelwa go ya ka dituelo tse di tsepamisitsweng ke LEZA. Pharologano e duelwa ke leloko.

2. Ditshenyegelo di tshwanetse go lepalepana le seo kgetsi e leng sone.

3. Tetla e e kwadilweng ya LEZA e a tlhokagala pele go ka dirisiwa mmmueledi mo kgetsing e agente e ka e emelang.

Gopola, se ke kakaretso fela ya dintlha tse di botlhokwa tsa se se ka diragalang, ga se tsotlhe ebile ga se bofelo ka fa molaong.

O nale dikgwedi di le tharo go buisa polisi yotlhe. re na le bagakolodi ba semolao ba ba ka go thusang ka maleme a le mantsi. Fa e le gore tsotlhe ga di go itumedise, re tla busa dituelo tse o di dirileng fa kgweding tse tha.

## Membership terms

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1. We are Legal Expenses Insurance Southern Africa Limited, LegalWise, who insure and manage all aspects of The Member's Legal Expenses insurance.

2. In consideration of payment of the monthly premium reflected in the Schedule of Insurance we will pay the Member's Legal Expenses for:

> Civil Matter in a court of law, statutorily constituted body or other independent forum, which arises from Relevant Facts; or

> Labour Matter in the Labour Court, including matters referred to the district Labour office, which arises from Relevant Facts; or

> Criminal Matter in which a Member is charged with a criminal offence which arises from Relevant Facts without the Member having the option of paying an admission of guilt fine; which is covered in terms of this Policy and occurs in Botswana.

> Accidental Death Legal Expenses cover, which covers legal expenses following the sudden and accidental death of the Applicant as per the terms and conditions as described in the Accidental Death Legal Expenses Cover section of the Policy.

3. We do not pay Legal Expenses if the Matter is listed under Exclusion clause 34 and Our liability is subject to all the provisions of this Policy.

4. The Member includes:

> The person in whose name the Application is completed ("the Applicant");

> The spouse or partner named in the Application;

> The Member's children under 18 (eighteen) years of age;

> The Member's children between 18 (eighteen) and 21 (twenty-one) years who are studying fulltime at a school, college or university and who are financially dependent on the Applicant and spouse or partner.

5. A Matter means all Civil Matters, Labour Matters and Criminal Matters that arise from the same Relevant Facts. A Matter has commenced when the Member first consults a Lawyer in connection with a demand or legal process received or to be issued in regard to a Matter.

6. Legal Expenses will only be paid in Botswana, if the Member is a citizen of Botswana residing in Botswana, a permanent resident of Botswana or in possession of a lawful Botswana residence permit.

7. The Period of Insurance is each period of one month during which a Premium is paid to Us.

8. The Period of Indemnity commences after 3 (three) consecutive Periods of Insurance commencing from the Issue Date and is a continuous unbroken series of monthly Periods of Insurance during which the Premium is paid and the Policy is renewed every month. Insurance cover for accidental death legal Expenses benefit starts immediately upon issue date.

9. The Policy is the monthly contract between the parties which consists of the documents referred to in clause 67.

10. The Premium is the stipulated amount paid to Us each month in order to renew the Policy month by month.

11. Legal Expenses are, subject to the limits of benefits, the Member's Lawyer's costs and fees, and the opponent's costs that Court orders the Member to pay in connection with a Matter covered under this policy.

12. A Lawyer is an attorney or advocate who lawfully practices in Botswana.

13. All disputes which relate to this insurance or this Policy which cannot be settled will be determined by the Courts of Botswana according to the laws of Botswana.

14. A Claim is a written Claim Notification in the standard LegalWise format completed and signed by the Lawyer of the Member in respect of Legal Expenses incurred or to be incurred in regard to a Matter, received by Us within the prescribed time limits.

15. If We refer to "Relevant Facts", We mean a state of affairs, breach, infringement, omission, neglect or act that occurs entirely in Botswana and gives rise to a criminal charge or dispute of law or fact in the area of private law rights or obligations. If the validity or interpretation of any document, statute or any other legislation is in dispute, the date of coming into existence of the

document, statute or legislation, is a Relevant Fact.

16. The Member's Place of Residence is the address on the Application, or, if no physical address is furnished, the Member's full-time residence. That address must be in Botswana.

### Terms and conditions

17. A Matter is only covered and Legal Expenses are only payable in respect of a Matter if:

17.1 the Relevant Facts occur; and

17.2 the Matter commences and is concluded; and

17.3 the Legal Expenses are incurred; and

17.4 the Claim is received by Us; during a Period of Indemnity.

In other words, the Member will only be entitled to payment of Legal Expenses if the Premium is paid every month for an unbroken Period of Indemnity during which all of the events listed above occur. The Member is not entitled to an indemnity if the Relevant Facts occur prior to or within 3 (three) months after the Issue Date.

18. The Issue Date means:

18.1 If We receive and accept the Member's first Premium on or before the 15th day of a month, the Issue Date is the first day of that same month, regardless of the date of receipt of the Member's Application.

18.2 If We receive and accept the Member's first Premium after the 15th day of a month, the Issue Date is the first day of the following month, regardless of the date of receipt of the Member's Application.

19. Legal Expenses will only be paid if the Relevant Facts affect or are caused by or performed by the Member as an individual in a personal and private capacity and relating to the personal and private affairs of the Member.

20. Legal Expenses will only be paid in respect of a Civil Matter and Labour Matters in which the Member has a direct proprietary and financial interest.

21. Legal Expenses will only be paid if the Member has a reasonable prospect of success in a Civil and Labour Matter.

22. A Serious Offence is murder, rape, robbery, sexual or physical abuse of children, assault with

intent to do grievous bodily harm, dealing in narcotic drugs, kidnapping, bribery, extortion, blackmail, corruption, housebreaking, breaking and entering, theft and fraud, or an attempt to commit any of those crimes. If a Criminal Matter is a Serious Offence, We only pay Legal Expenses if:

The Member has not claimed Legal Expenses from Us for a Serious Offence at any stage in the past; and the Member has not committed a Serious Offence in the previous six years.

23. If a Criminal Matter is not a Serious Offence, Legal Expenses will only be paid if the Member has not committed a similar offence in the previous three years.

### Financial limits of benefits

24. We only pay Legal Expenses that are within the limits of the LegalWise Tariffs in force from time to time which the Member can inspect at any reasonable time.

25. The total aggregate limit of Our Liability for the Legal Expenses which any person who has ever been a Member referred to in any policy can claim during his/her lifetime (no matter how many policies they are party to) is 10 000 (ten thousand) times the Premium in force at the time We enforce the limit. Such Member shall not be entitled to payment of any further Legal Expenses notwithstanding any future Premium increases.

26. The maximum limit for Legal Expenses per Matter for each Member is 1 000 (one thousand) times the Premium when the Member reports the Matter to Us.

27. We only pay Legal Expenses that are Proportionate to the value of the Matter, namely either:

27.1 an amount not greater than twice the reasonable value of the claim against the Member; or

27.2 not greater than twice the value of a settlement or judgement of the Court in the Matter; or

27.3 not greater than the reasonable value of an unsuccessful claim by the Member; whichever is the lowest amount.

### Other limits to benefits

28. We only pay Legal Expenses after the Matter has been concluded. However, We may, in Our sole discretion, pay disbursements and, in exceptional circumstances, fees during the course of the Matter. If the Premium is not paid by or on behalf of the Member for the entire Period of Indemnity during which all the events listed in clause 17 above occur, the Member will be obliged to refund any Legal Expenses already paid.

29. We only pay Legal Expenses that arise from litigation:

29.1 if all reasonable attempts are made to settle the Matter before litigation is instituted and during the course of litigation;

29.2 until the date upon which an offer is first made by an opponent and not accepted by the Member which is equal to or better than the total amount of money or other relief eventually accepted by the Member or awarded to the Member by the Court.

30. If:

30.1 other persons benefit from the legal services which the Member's Lawyer renders, or if they have a similar interest in the Matter to that of the Member, We only pay a portion of the Legal Expenses proportionately to the number of people who benefit or have an interest in the Matter;

30.2 The Member has any other policy or agreement which entitles the Member to claim legal expenses for the same Matter; We will only pay the rateable proportion of such expenses.

31. We do not pay Legal Expenses that are punitive costs awards.

32. We do not pay Legal Expenses duplicated by changing Lawyers or incurred because the Member does not co-operate with the Lawyer handling a Matter.

### Amount the Member must pay

33. The Member must pay an amount towards the Legal Expenses equal to 3 (three) times the Premium in respect of each Matter before We become liable. In the event of Accidental Death Legal Expenses no excess is payable.

### Exclusions

34. Subject to any addendums or endorsements, We do not pay Legal Expenses if the Matter arises out of, is based on, or relates to any of the following:

34.1 defamation, insult, verbal abuse or any other infringement of the Member's personality, reputation or dignity;

34.2 marriage, divorce (see attached addendum), enforcement or annulment of a divorce order, alimony, maintenance disputes, maintenance investigations or enquiries or other proceedings, custody of children, visitation rights, child support, guardianship, paternity, engagement or promise to marry and living together as husband and wife or as permanent partners;

34.3 The Member's rights or obligations as an agent, contractor or sub-contractor;

34.4 The Member's rights or obligations as a director or officer in terms of the Companies Act (cap 42:01);

34.5 The Member's rights or obligations as a principal, shareholder, owner, co-owner, partner or member of an existing or proposed business, firm, professional practice or any other business-related entity or activity;

34.6 a claim for commission by or against the Member as an agent or principal;

34.7 any surety, cession, assignment, novation, delegation or other derived right of recourse;

34.8 the drafting, negotiating, entering into or signing of any contract or any agreement or any will or testamentary document;

34.9 a tax or fiscal law;

34.10 a mineral right;

34.11 a copyright, patent or trade mark;

34.12 The Member's rights or obligations as a landlord;

34.13 immovable property other than the Member's Place of Residence;

34.14 changing the Member's own status, right or obligation, or the status, zoning or right of use of the Member's Place of Residence;

34.15 political activity;

34.16 a dispute between the Member and Us or any of Our employees or agents arising out of this Policy;

34.17 fraud or any other Criminal Matter related to Legal Expenses payable under this Policy;

34.18 an environmental issue;

34.19 insolvency;

34.20 a class or collective action;

34.21 inquests, burial disputes or the exhumation of bodies;

34.22 strike, lock-out or riot, civil commotion, labour disturbances, public disorder or civil disobedience or any act or activity which is calculated to bring about any of the above;

34.23 war, martial law, mutiny, military coup or usurped power, rebellion or revolution;

34.24 an unlawful protest, intimidation or threat of violence or force, to any public body;

34.25 an act aimed at promoting or frustrating economic, political, social or environmental change;

34.26 a dishonourable cause or motive or is tainted with illegality;

34.27 a cause of action which is vexatious or malicious or the proceedings themselves are vexatious or malicious;

34.28 a dispute which is capable of being resolved by Us or any administrative body or independent and impartial forum without legal representation.

### Additional services

35. We will only provide additional services to Botswana LegalWise Members in accordance with and subject to the LegalWise services list, as amended from time to time. This list is available upon request.

### Premium increases, changes and termination

36. This Policy will be deemed not to have been renewed from the first day of any month in which the Member fails to pay the Premium before the 15th (fifteenth) day of that month. The Member bears the onus to ensure and prove that the Premium has been paid to Us.

37. On 30 (thirty) days' notice by ordinary mail posted to the Member's Place of Residence, We may:

give notice that We do not intend to renew this Policy for any reason in Our own discretion;

increase the Premium or change any of the terms

and conditions of future monthly Policies from time to time.

### Premium refund and retrenchment assistance

38. We do not refund Premiums for any reason whatsoever unless the Policy terminates during the 3 (three) month period referred to in clauses 8 and 17. Any request for refunds must be submitted to LegalWise by the Member in writing within 30 (thirty) days of the Policy terminating.

39. If a monthly Policy is not renewed and We receive the tender of a Premium after the 15th (fifteenth) day of the month, We will treat it as an Application for a new Policy.

40. If the Applicant is retrenched or becomes Totally and Temporarily disabled as a result of an accident due to unnatural causes after more than a 12 (twelve) month continuous period of indemnity, there will be a grace period during which no Premiums need be paid for 6 (six) months or until the Applicant is again employed or is no longer so disabled, whichever is shorter, and We will renew the Policy each month during the grace period.

### Claims procedure for legal expenses

41. We will not be liable for payment of any Legal expenses relating to a Matter:

41.1 if a Claim is not received by Us within 30 (thirty) days of consulting a Lawyer for the first time about such matter; and

41.2 unless We confirm the Claim and issue a written Confirmation of Cover to the Member.

42. We will pay the Member's Legal Expenses only on receipt of a detailed statement of account from the Lawyer handling the Matter.

### Rejection of claims and disputes

43.1 If LegalWise rejects a claim, the Member will have 90 (ninety) days from the date of receipt of the notice of rejection to make representations in respect of Our decision. We will advise the Member of Our final decision, in writing, within 30 (thirty) days of receiving the representations, and the Member will have 6 (six) months after the expiry of the 90 (ninety) day period allowed for making representations, to institute legal action against Us, claiming Legal Expenses which the

Member alleges are due under this policy.

43.2 If the Member makes representations during the 90 (ninety) day period, and if the claim is not rejected on the basis of non-payment of Premiums, the Member can, within the 90 (ninety) day period also request, in writing, that Our rejection be reviewed by an independent appraiser, chosen by Us and at Our cost. The independent appraiser's opinion is not binding on Us..

43.3 We will advise the Member of Our final decision within 30 (thirty) days of receiving the Member's representations or the independent appraiser's opinion.

43.4 The Member will not have a claim against Us if the Member does not institute legal proceedings against Us claiming Legal Expenses within 6 (six) months after the expiry of the 90 (ninety) day period for making representations and the Member therefore has only 90 (ninety) days plus 6 (six) months within which to sue from the date of receipt of Our first notice rejecting the Member's claim.

44.1 If LegalWise disputes the quantum claim, the Member will have 90 (ninety) days from, the date of receipt of the notice of rejection to make representations in respect of Our decision. We will advise the Member of Our final decision, in writing, within 30 (thirty) days of receiving the representations and the Member will have 6 (six) months after the expiry of the 90 (ninety) day period for making representations to institute legal action against Us claiming Legal Expenses which the Member alleges are due under this policy.

44.2 The Member will not have a claim against Us if the Member does not institute legal proceedings against Us claiming Legal Expenses within 6 (six) months after the expiry of the 90 (ninety) day period for making representations and the Member therefore has only 90 (ninety) days plus 6 (six) months within which to sue from the date of receipt of Our first notice disputing the quantum of the Member's claim.

45. Our address for the purpose of any legal process is:

Suite 302, 3rd floor, Turnstar House, Main Mall, and Queens Road, Gaborone

46. The Member's address for all purposes under this Policy is the Member's last known Place of

Residence.

#### Cover in the Republic of South Africa

47. The Member who is entitled to cover in Botswana will be entitled to cover whilst temporarily in the Republic of South Africa (RSA) subject to the following:

47.1 The Member will be covered for Legal Expenses incurred in the RSA in relation to Relevant Facts occurring entirely in the RSA;

47.2 Cover will only be granted if the Member enters the RSA with a valid visa entitling the Member to do so;

47.3 The Member must be in possession of a passport valid for not less than 30 days after expiry of the intended stay in the RSA;

47.4 The Member must, if required, be the holder of a temporary residence permit issued in accordance with the provisions of the immigration laws of the RSA;

47.5 The Member must not be a prohibited or undesirable person in terms of the immigration laws of the RSA;

47.6 The Member must not intend to or actually visit or stay in the RSA for any periods cumulative exceeding 90 days in any one calendar year;

47.7 The Member must not become a resident of the RSA for the purposes of its income tax laws.

#### Indulgences

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

#### Information

49. The Member agrees that We may obtain any information about a Matter from the Member's Lawyer or any third party acting as the Member's agent for this purpose.

#### Cession and settlement

50. The Member hereby cedes to Us any contingent future or actual right to claim costs in respect of a Matter and;

50.1 The Member is not entitled, without Our consent in writing, to settle a Matter unless such settlement includes the right of full recovery of all Legal Expenses paid or to be paid by Us;

50.2 any amount recovered will first be used to pay all Legal Expenses paid by Us and any balance will belong to the Member.

#### Breach of conditions

51. We may in Our sole discretion refuse to pay any Legal Expenses if the Member breaches any material condition of this Policy.

#### Accidental death legal expenses cover

52. The Accidental Death Legal Expenses cover is subject to all the other terms and conditions of the Policy with such changes as may be necessary and only to the extent not provided for in this Accidental Death Legal Expense cover section of the Policy.

53. All of the benefits in terms of The Accidental Death Legal Expenses provisions form an integral part of the Policy document and cannot be sold or bought separately.

54. Accidental Death Legal Expenses cover is only payable as a cash benefit pay-out, reflected in the Applicant's schedule of insurance, on the sudden and accidental death of the Applicant to assist the nominated beneficiary or next-of-kin of the Applicant to deal with the financial burden of the legal consequences of the sudden death i.e. the legal costs incurred in reporting and winding-up of the deceased estate, fending off unscrupulous creditors, seeking legal and financial advice, on the following additional terms and conditions:

55. An accidental death will be deemed to be accidental only if it was caused solely and directly by a sudden fortuitous, involuntary and uncertain event and by violent, external and visible means and independently of any other cause.

56. Insurance cover for accidental death legal expenses benefit starts immediately upon receipt by the Company of the premiums. The policy will be deemed not to have been renewed if the Member fails to pay his monthly premium before the 15 (fifteenth) day of that month. Cover is as follows;

56.1 The Accidental Death benefit will start from

the issue date. See clause 18;

56.2 For all Members who reinstate their policies, the benefit will also start from the issue date that the first premium is received by the Company for reinstatement of the policy.

57. The accidental death legal expenses benefit only covers the Applicant's death and does not extend to cover the death of any other Member.

58. The Applicant as referred to in the accidental death legal expenses benefit is the Applicant's name as contained on the Legal Expenses Insurance Application form.

59. Accidental death legal expenses will only be paid if the Applicant is a citizen of Botswana (residing in Botswana, a permanent resident of Botswana or in possession of a lawful Botswana work permit and the accidental death occurs within the borders of Botswana or South Africa ("RSA").

60. The accidental death legal expenses benefit is the amount specified in your schedule of insurance or any greater amount communicated to members from time to time through the official Company newsletters or in any other written manner.

61. There is no first amount payable/excess for a claim for accidental death legal expenses benefits.

62. We will not be liable to make any payments (Legal Expenses cover or Accidental Death Legal Expenses cover) unless the premium due in terms of the Legal Expenses policy has been received and paid.

63. Matters not covered by accidental death legal expenses benefit cover are:

63.1 Death by suicide whether death is caused directly or indirectly by or arising from or resulting from or contributed to by or traceable to any attempted suicide;

63.2 Death by natural causes;

63.3 Where any claim for accidental death legal expenses benefit arise from, or is the result of any contravention of any criminal law, whether legislative or at common-law (including fraud), by the Applicant or any Member or next-of-kin, or by anyone acting on your behalf or by any person claiming any benefit under this policy, all benefits afforded in terms of this policy in respect of such claim, and premiums paid in respect of



such policy shall be forfeited, and this policy may be voided or cancelled as from the date of the criminal offence, at the Company's discretion.

63.4 Where accidental death is caused as a result of strike, lock-out or riot, civil commotion, labour disturbances, public disorder or civil disobedience or any act or activity which is calculated to bring about any of the above;

63.5 Where accidental death is caused as a result of war, martial law, mutiny, military coup or usurped power, rebellion or revolution;

63.6 Where death is caused as a result of an unlawful protest, intimidation or threat of violence or force, to any public body;

63.7 Accidental death caused as a result of natural disasters like Floods, Earthquakes, Volcanoes, tsunami and landslides.

#### Claims procedure (accidental death legal expenses cover)

64.1 In the event of a claim for accidental death legal expenses benefits in terms of this policy, the nominated beneficiary or appointed executor must contact the Company to obtain a claim form.

64.2 The nominated beneficiary or appointed executor shall at their own expenses submit full details in writing of the claim as soon as possible up to a maximum of 180 (one hundred and eighty) days from the date of the event giving rise to the claim. We shall not be liable to pay benefit if the full details of the claim are not received within the maximum period stipulated above.

64.3 On receipt of the claim form, the claimant (nominated beneficiary or executor of the applicant's estate) must complete all details and sign the claim form. In addition, the claimant must attach either the original or certified copies of the following documents:

64.3.1 A certified copy of the ID document of the deceased.

64.3.2 A certified copy of the death certificate

64.3.3 Certificate-notification/register of death (you can obtain this from the undertaker)

64.3.4 Any other documents reasonably requested by the Company either on the claim form or subsequently thereto in relation to the claim.

64.4 Full instructions for the submission of the claim form and supporting documentation will be reflected on the claim form. Only the original or certified documents certified by a commissioner of oaths will be accepted.

64.5 We shall at all times have the right to inspect all documents relating to the claim and will communicate with the Applicant's nominated beneficiary or appointed executor regarding the progress of the claim or any problems regarding the supporting documentation.

64.6 Payment made by the Company of the benefits provided in the event of a valid claim in terms of this policy will be a full and effective discharge by the Company of its liability and obligations in terms of the policy.

#### Nomination of beneficiary

65.1 For the accidental death legal expenses benefit, you may nominate a person as the beneficiary in terms of the policy. The beneficiary is the person who will receive the benefit upon the accidental death of the applicant. If a beneficiary has not been nominated, the benefit will be paid out to the applicant's estate.

65.2 As this benefit is a cash benefit to assist the nominated beneficiary or estate of the Applicant to deal with the financial burden of the legal consequences of the sudden death, it is suggested that the beneficiary appointed will be the person responsible for taking care of the applicant's legal affairs on the applicant's death.

65.3 It is further suggested that a person over the age of 18 (eighteen) years be nominated as beneficiary, to ensure that the benefit is available immediately after the death of the Applicant. If the nominated beneficiary is under the age of 18 (eighteen) at the time of the applicant's death, the benefit will be paid to the beneficiary's legal guardian (provided that satisfactory proof of legal guardianship is submitted to the Company), or to the "guardian fund"

#### Other terms

66. This Policy does not acquire a surrender / cash value.

#### Basis of agreement

67. This Membership Agreement, any addendums, endorsement, the LegalWise Botswana Schedule of Insurance, the Member's Application, the Member's LegalWise Membership Card, the Standard LegalWise Claim Notification Form, the LegalWise Tariffs Schedule, given to the Member all form the basis of the agreement between the Member and Us and is the Member's insurance policy with The Hollard Insurance Company Of Botswana Proprietary Limited which is the insurance company which provides the insurance in terms of this policy. Such Policy is the Member's sole agreement with Us.



IJ Crafford

October 2015

Services	Content	Membership requirement	Maximum amount payable	Unless otherwise stated, benefits exclude disbursements, amongst others, sheriff's costs and stamp duties. Includes only:
<b>1. Debt services</b>				
1. Settlement agreement	Miscellaneous - done by inhouse Legal Counsellor.  Covered matters - done by external Attorney.	Immediately  3 Months	  P1 500.00	1 In house settlement negotiation on non covered matters per calander year, 2 Consults, drafting (2 letters, settlement agreement). 1 Settlement negotiation on covered matter in a calander year. 2 Consults,drafting (2 letters and settlement negotiations).
2. Recission of administration order	Legal advice, liasing with, and obtaining the consent of the creditors. Preparing and drafting legal documents. Uncontested. Contested.	3 months	  P1 500.00 P2 500.00	3 Consults, drafting (application, letters to creditors), court appearance.
<b>2. Family members</b>				
1.Divorces	Legal advice and assistance with uncontested divorce. Assistance with completing standard documents applicable to High Court including all disbursements. Only the divorce proceedings of the Main Member (applicant) is covered. Ancillary applications are NOT COVERED.	12 Months	P9 000.00	3 Consults, drafting (summons, particulars, index & set down and settlement), attendences (issue, set down and uplift). 1 Court appearance.
2. Maintenance for children	Assisted by own or panel Attorney. Legal advice and assistance with the preparation of relevant documents for new applications, for substitutions and for garnishee applications to the maintenance court for maintenance matters.	3 Months	P2 500.00	1 Maintenance matter in the life time of the policy. Includes 3 Consults, drafting (completing income and expenditure forms). 1 Appearance at maintenance office and 1 at maintenance court including all postponements and first full day hearing.
3. Wills	Legal Advice. Assisting with the completion of a basic Will. Initial draft of a more complicated Will.	3 Months	P1 500.00	Drafting of a simple Will and testamentary trust, 1 every three years.
<b>3. Others</b>				
Property transfers (primary residence)	Service exclusively provided by contracted LegalWise Transfer Attorney.	12 Months	P2 000.00	Payment of Attorneys fees, excluding any transfer duties, stamp costs, bond cancellation or registration fees. This cover only covers your primary residence. 1 Property transfer matter covered every 3 years.

## Branches

### Gaborone

Suite 302, 3rd Floor, East-Wing, Turnstar House, Plot 1131-37,  
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### Francistown


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