



LegalWise  
Membership Agreement



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# CONTENTS

<b>Section 1</b>	Interpretation and Definitions	2
<b>Section 2</b>	The Benefits (Paralegal and Insurance Cover)	3
<b>Section 3</b>	Insured Matters	5
<b>Section 4</b>	Insured Matters and their Relevant Events	7
<b>Section 5</b>	The Agreement, Fairness and Cooling-off Period	12
<b>Section 6</b>	Exclusions	14
<b>Section 7</b>	Legal Expenses We Pay	17
<b>Section 8</b>	Legal Expenses We Don't Pay	18
<b>Section 9</b>	What Expenses We Can Claim Back or Restrict	19
<b>Section 10</b>	The Maximum Limits We Pay	21
<b>Section 11</b>	How to claim	23
<b>Section 12</b>	Payment of Premiums, Exchange of Information, Communication and Leniency	25
<b>Section 13</b>	Premium Increase, Change of Terms and Cancellation	26
<b>Section 14</b>	Disputes and Complaints	28
<b>Section 15</b>	Legal Expenses Accidental Death (LEAD)	29
<b>Section 16</b>	Total and Temporary Disablement and Retrenchment	30
<b>Section 17</b>	Cover in the Republic of South Africa	30
<b>Gold Membership</b>	Extended Services Benefits	31
<b>Optional Addendums</b>		32
	GoldPLUS Membership	
	Platinum Membership	
	Extended Family Protection Membership (EFP)	
	Teacher, Healthcare Professionals and Enforcement Officers	



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# SECTION 1: INTERPRETATION AND DEFINITIONS

- a) The headings, diagrams, notes, examples and addendums are all part of this Agreement.
- b) Singular includes the plural. The Agreement is in plain language and the meaning of certain words is explained where they are used in the Agreement.
- c) Membership is entered into and confirmed when We issue Your Schedule of Insurance.
- d) The Agreement between You and Us has a reference number shown in Your Schedule of Insurance. Please make sure that it is the same as the reference number on this Agreement.
- e) **"Membership"** means being an insured under this insurance policy (hereafter called the "Agreement"), in consideration of the monthly premium in force from time to time. The monthly premium in force as at the time of joining will be shown in Your Schedule of Insurance. You will be advised of subsequent increases as set out in Section 13.
- f) **"We" "Us" "Our"** means the "Insurer" Legal Expense Insurance Company Proprietary Limited, (UIN BW00000622146), a duly registered insurer (No 2/9/235) at the Non-Bank Financial Institutions Regulatory Authority (NBFIRA).
- g) **"Main Member"** is the person who is shown as such on the application form for Membership.
- h) The application and any subsequent change requested by the Main Member and agreed to by Us is part of the Agreement between the Main Member and Us.
- i) **"You", "Your" and "Member"** means the Main Member and the following persons (proof of relationships may be requested):
  - The nominated husband, wife or **"Life Partner"**, all referred to as **"Spouse"** of the Main Member. The nominated Spouse is shown in Your Schedule of Insurance.

**"Spouse"** (including a **"Life Partner"**) means a person who, at the time the Relevant Events occurred, was married or has lived with the Main Member as if they were married by civil rights or customary law, for at least the Minimum Period as Life Partner shown in Your Schedule of Insurance, and is still married or living with the Life Partner when a Benefit is claimed.

- The Main Member and the nominated Spouse's biological or legally adopted children under 18 years of age and,
  - The Main Member and the nominated Spouse's biological or legally adopted children aged 18 up to turning 21 and in school or studying full time at a recognised institution in the Republic of Botswana and who are financially dependent on the Main Member or nominated Spouse. (Children aged 21 and older do not qualify for Cover);
- j) An Extender Member is any Family Member added in terms of the Extended Family Protection Addendum, but excluding those who do not qualify in terms of the definition of a Spouse.

## SECTION 2: THE BENEFITS (PARALEGAL AND INSURANCE COVER)

While Your Membership is Paid-Up, You are entitled (subject to the terms and conditions) to Our Services, which consists of *Paralegal Services and Legal Expenses Insurance* (paying Your Legal Expenses). Unless otherwise indicated, both components apply to any Addendums You selected.

**"Paid Up"** means that every monthly premium has been paid in full from the date of the Relevant Event/s to the date the matter is reported to Us. There must be no break in Your Membership. Part payment does not constitute being Paid-Up.

### 1. PARALEGAL SERVICES

- a) Paralegal services are dispute prevention services that We provide through Our legally trained Counsellors. The aim of it is to give Us flexibility to help You as much as We can, and to reduce the need for Court proceedings. Since it is at no extra cost to You, We provide it at Our discretion. We have no obligation to do so and may set limits at any time.
- b) You agree that by providing Paralegal Services to You, it does not mean that a matter qualifies for Insurance Cover, or that You have rights in respect of that matter, as if it were an Insured Matter.

**NOTE:** Not many people enjoy disputes or spending time in a Court. It is generally known that We will pay a *Lawyer* to take a Covered matter to Court if a dispute cannot be prevented by Our Counsellors. Many potential disputes and Court Cases are avoided as a result of that.

- c) Paralegal services are available for:
- **An Insured Matter that qualifies for Cover;**  
Even if an Insured Matter is Covered, We do not pay the legal costs of Your *Lawyer* to try to resolve the issue before starting a Case. Unless We agree otherwise, You will be responsible for such costs. If You wish to avoid that, Our Paralegal Services will try to resolve the issue at no cost to You. If We are unable to resolve the matter, you can consult a *Lawyer*.

- **An Insured Matter that does not qualify for Cover;**

This is mainly when the conditions in this Agreement are not met, such as a Relevant Event happening before the end of the Waiting Period.

- Matters outside the scope of this Agreement, which is when it is not shown as an Insured Matter in any of the Insurance Cover Sections or the Addendums;
- The exclusions in Section 6 and in the Addendums, except those that are specifically excluded from Paralegal Services as well as indicated in Section 6.

## 2. LEGAL EXPENSES INSURANCE

- a) If We are unable to resolve the matter via Paralegal Services and it
  - Qualifies for Cover as set out in Section 3;
  - Is not excluded as set out in Section 6;
- b) We will pay Your Lawyer for those legal expenses set out in Section 7, up to the limits set out in Section 10, to represent You in a Case or criminal charge. We refer to this as "Insurance Cover" or just "Cover".

**"Lawyer"** is a legal practitioner practicing in the Republic of Botswana and who is registered with the relevant Regulator in the Republic of Botswana.



## SECTION 3: INSURED MATTERS

Section 4 lists Insured Matters that potentially qualify for Cover, showing the Relevant Event for each Insured Matter. An Insured Matter qualifies for Cover if all the conditions below are met:

- a) The Relevant Events that apply to an **Insured Matter all happen in the Republic of Botswana after the Waiting Period and while Your Membership is Paid-Up.**

**"Waiting period"** means a period after Membership is confirmed and in force, during which Insurance Cover is not available. The Waiting Period is shown in Your Schedule of Insurance.

- b) The 1st Relevant Event happens or commences to happen after the Waiting Period, if a dispute in a Civil Legal Action is about a series of Relevant Events.
- c) Your Lawyer agrees in writing that Your chances of succeeding in a Civil or Labour Case, or an application for leave to appeal, are better than not succeeding.
- d) All the elements of a crime or all the things the police say (allege), are the reasons for charging You, happen after the Waiting Period.  
**Note:** being arrested after the Waiting Period for a criminal offence alleged to have been committed before the end of the Waiting Period does not qualify for Cover.
- e) The matter is Reported to Us while Your Membership is Paid-Up or within a maximum period after it has been cancelled. The period is shown in Your Schedule of Insurance as **"Maximum Period to Report After Cancellation"**.

**"Reported"** means We have received Our Official Claim Form (OCF), which forms part of this Agreement.

- f) If You have paid the First Amount Payable as shown in Your Schedule of Insurance. (if You use a Lawyer who is not on Our Network, We will deduct the **First Amount Payable** from any amount due to the Lawyer. If You already paid the Lawyer, it will be deducted from what is due to You). We have to pay that Lawyer in terms of Your Legal Expenses Insurance claim.
- g) The Relevant Event for each Insured Matter is wrongful, unlawful or is another basis for a valid legal claim by You or against You, in Your personal, private and individual capacity.  
**Example:** A finance house gets a Court order to repossess Your car because You are in arrears with instalments. If You do not dispute the arrears, the repossession is likely lawful. If so, there is no basis for a legal defence and the matter is not Covered.
- h) If a legal Claim by You is based solely on the meaning (i.e., the Relevant Events are not disputed) of document, law or regulation, that document, law or regulation must come into existence after the Waiting Period. This condition does not apply if there is a legal claim against You.





Don't talk to  
me, talk to  
my lawyer

## SECTION 4: INSURED MATTERS AND THEIR RELEVANT EVENTS

The events below in **BOLD CAPITAL LETTERS** are the Relevant Events that must happen after the Waiting Period in the Republic of Botswana. The list may not be complete and We may modify or add more Insured Matters and Relevant Events at Our discretion. If a matter is not listed, it is not an Insured Matter.



### **PERSONAL INJURY AND / OR THREAT TO A PERSON, PROPERTY DAMAGE, CONSUMER MATTERS AND DEBT**

1. Personal injury, illness, or death of another person or that person's pet as a result of **AN ACT** or **OMISSION** by You or Your pet (by "**omission**" We mean a failure to do something);
2. Personal injury, illness, or death of a Member or his/her pet as a result of **AN ACT** or **OMISSION** by another person or pet;
3. Damage to the physical property of another person, as a result of **AN ACT** or **OMISSION** by You or Your pet ("**physical**" excludes intellectual property such as copyright, patents and trademarks);
4. Damage to Your physical property as a result of **AN ACT** or **OMISSION** by another person or their pet (**same exclusion** as in 3.);
5. A refund or other legal remedy for **THE PURCHASE** by You of defective consumer goods or services;
6. **BREACH** (acting against the terms) of a contract (including a warranty) for the hire or purchase by You of consumer goods or other goods and services;
7. **BREACH** of a contract regarding the sale or lending of private property;
8. **A VIOLATION** of Your rights in terms of the Consumer Protection Act that causes financial damage to You;
9. **OVER-CHARGING** by any supplier:

"Over-charging" means charging more than agreed fees or rates.

10. **BREACH OF AN AGREEMENT** by another party to repay a debt due to You;
11. To remove an **INCORRECTLY TAKEN JUDGEMENT** against You.



## HOME AND ACCOMMODATION MATTERS

12. **A BREACH** of any contract that is necessary to buy or sell Your Place of Residence (necessary contracts include the offer to purchase and a mandate to the estate agent and conveyancer. We do not pay conveyancing fees, transfer duties or contract drafting);

**"Place of Residence"**, is the address provided in the application for Membership. Events involving a holiday home and other places of residence rented or owned by You are excluded.

13. **BREACH OF CONTRACT** or **UNLAWFUL CONDUCT** by the lessor (landlord), in relation to a lease agreement for Your Place of Residence;
14. **AN ACT** or **OMISSION** by a neighbour or other person that causes damage to Your Place of Residence or household possessions;
15. **THE WRONGFUL ATTACHMENT** of Your home or household goods by an officer of court or an asset forfeiture unit of the State;
16. **BREACH OF CONTRACT** or **FAULTY WORKMANSHIP** by a contractor to build, repair, replace, modify or add something to Your Place of Residence;
17. **AN ACT** or **OMISSION** by You involving a lease agreement for Your Place of Residence that results in either:
  - a) cancellation of the lease agreement or
  - b) eviction from Your Place of Residence or
  - c) a claim for damages against You;
18. **WRONGFUL FAILURE** by the landlord to refund a security deposit due to You after termination of the lease for Your Place of Residence;
19. **AN ACT** or **OMISSION** by You or Your guests, workers, contractors and pets at Your Place of Residence, which causes damage to a person or a person's property, resulting in a claim **against You**;
20. **THE FAILURE** by the seller of a property, or a third party living in the property You bought as a Place of Residence, to vacate the property in terms of the sale agreement;
21. **BREACH OF CONTRACT, NEGLIGENCE** or **OVER-CHARGING** by a travel or booking agent, a hotel or other vacation or board and lodging establishment;
22. **NON-COMPLIANCE** with the rules by the body corporate or similar body at Your Place of Residence.



## MOTOR VEHICLE MATTERS

23. Damage to the motor vehicle, motorcycle ("**vehicle**") or other property of another person as a result of **AN ACCIDENT** or **COLLISION** involving the vehicle driven by You;
24. Damage to You, Your vehicle or property as a result of a private, public or commercial transport **ACCIDENT** or **COLLISION** caused by someone else;
25. **BREACH OF CONTRACT** by a seller or lender regarding the terms of a contract to finance a vehicle bought by You;
26. **BREACH OF CONTRACT** by a seller regarding the terms of a contract or warranty for the purchase of a vehicle by You;
27. **WRONGFUL REPOSSESSION** of Your vehicle under the terms of a credit agreement with You;
28. **DEFECTIVE WORKMANSHIP** to Your vehicle by mechanics, panel beaters and related service providers;
29. **WRONGFUL REJECTION** of a vehicle insurance claim by You for damage to, or destruction of Your vehicle;
30. **BREACH OF CONTRACT** by the seller of a vehicle You bought, regarding transfer of the vehicle and delivery of registration documents and log books;
31. **THE PURCHASE** by You of a vehicle with a latent defect. *(If You were not aware of the latent defect when You bought the vehicle, it is not Your discovery of the defect that is the Relevant Event. It is the date of purchase that is relevant. You are covered **only** if the date of purchase is after the Waiting Period and while Your Membership is Paid-Up);*
32. **BREACH OF CONTRACT, NEGLIGENCE** or **OVER-CHARGING** by a vehicle rental company.



## EDUCATION MATTERS

33. **AN ACT** or **OMISSION** by You that results in a disciplinary proceeding by a school or other institute of education that can lead to Your expulsion or suspension as a scholar or student;
34. **BREACH** of a contract with You as a scholar or student, by a school or an institute of higher education like a college or university.;
35. **BREACH** of a contract with You relating to the lodging of Your child who is attending school or an institute of higher education.



## STATUS, REPUTATION AND IDENTITY MATTERS

36. Financial loss or damage to You as the result of **A NEGLIGENT ACT** by a bank or other person/body after You have notified them of Your identity theft or credit card fraud;
37. Financial loss or damage to You due to the negligence of a public body when they **RECORD** or **CHANGE** Your personal details in public records;
38. A defamation claim against You based on **A COMMUNICATION** in writing or in another form (a defamation claim by You is excluded).



## EMPLOYMENT MATTERS

39. **A BREACH** of the terms of Your contract of employment or an **UNFAIR LABOUR PRACTICE** by Your employer;
40. **A NOTICE ISSUED** by Your employer for Your retrenchment from employment;
41. **AN ACT** or **OMISSION** by You which is used as the basis for Your dismissal, constructive dismissal or suspension from employment;
42. Rejection of a claim by You for workman's compensation for **AN INJURY** at work;
43. **AN INJURY** to You while at work, which may not be covered by workman's compensation (due to a change in laws or another reason) and for which Your employer wrongfully fails to compensate You;
44. **A LABOUR OFFICE** or relevant Court **AWARD** in Your favour that requires enforcement through an order of court;
45. An alleged **ACT** or **OMISSION** by You as employer, which gives rise to a claim against You by Your domestic employee/s.



## BANKING, INSURANCE, PENSIONS, WILLS AND INVESTMENT MATTERS

46. **WRONGFUL WITHHOLDING** or **SHORT/LATE PAYMENT** of Your pension or retirement benefits;
47. **BREACH OF CONTRACT** or **UNLAWFUL CONDUCT** by a lender of the terms of a credit or loan agreement with You;
48. **WRONGFUL REJECTION** of Your claim under an insurance policy. That includes home and contents insurance, life insurance, funeral insurance, medical aid/health insurance, hospital plans, credit life insurance, but excludes any rejection by Us of an Insurance claim by You under this Agreement (*see Section 14 for what You can do if You think that We have rejected Your Insurance claim without a good reason*);

49. A wrongful or negligent **ACT** or **OMISSION** by a financial institution managing or holding a financial investment of Yours, and which act or omission gives rise to financial damages (this Insured Matter is restricted to investments up to the Maximum Financial Value shown in Your Schedule of Insurance);
50. The wrongful or negligent **DISTRIBUTION** of the Republic of Botswana assets to which You are entitled in terms of a Will or testamentary trust or the laws of intestate succession (dying without a Will). This Insured Matter is restricted to assets up to the Maximum Financial Value shown in Your Schedule of Insurance;
51. The **DEATH** of a person who leaves a Will or trust made in the Republic of Botswana and in which You are a beneficiary and which gives rise to a dispute between You and other heirs about the terms of the Will or trust (this Insured Matter is restricted to trust or deceased estate assets up to the Maximum Financial Value shown in Your Schedule of Insurance);
52. The negligent **CONDUCT** of an insurance broker, claims assessor or financial advisor.



## CRIMINAL MATTERS

53. Subject to the exclusions referred to in Section 6, a criminal charge against You based on **AN ACT** or **OMISSION** concerning an Insured Matter which the prosecuting authority alleges was committed by You (whether You admit or deny it).

**Please note:** We do not pay any fines, penalties or bail money.



## OTHER MATTERS

54. **AN ACT** by the State to declare You unfit to possess a firearm and related issues.

## SECTION 5: THE AGREEMENT, FAIRNESS AND COOLING-OFF PERIOD

### 1. THE AGREEMENT

- a) This is a monthly Agreement between the Main Member and Us, for which a monthly premium is payable.
- b) When You deal with any Lawyer in connection with a claim under this Agreement, it is an agreement between You and that Lawyer to which We are not a party.
- c) You can cancel Your Membership at any time without any cancellation fees or penalties. See Section 13 (4) a).
- d) We can cancel Your Membership for the reasons set out in Section 13 (4) d) and Section 8 (5).
- e) Unless specifically modified, this Agreement applies to all optional product Addendums.
- f) All premiums maximum limits and first amounts payable are inclusive of all taxes/VAT.

### 2. FAIRNESS

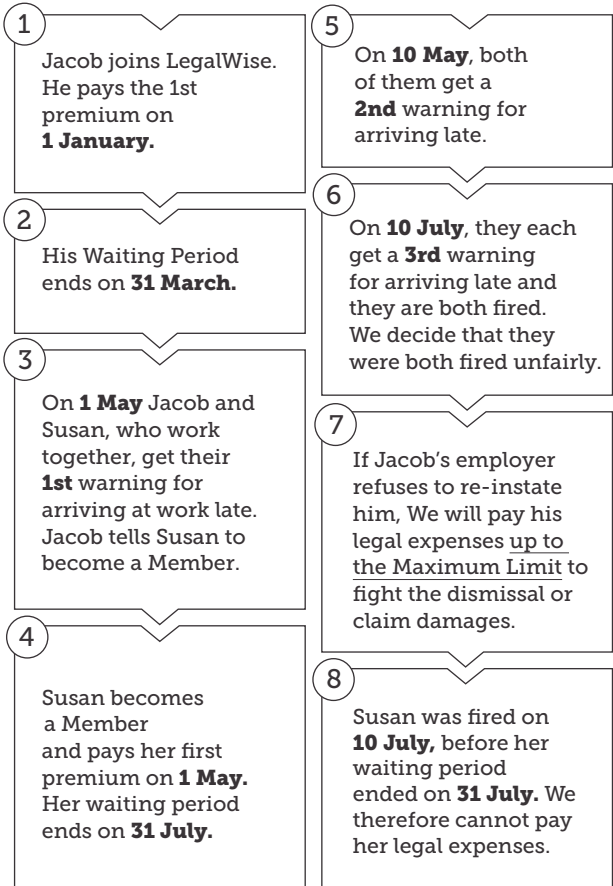
- a) Please note that an event which happened before or during the Waiting Period does not qualify for Insurance Cover. That is the case even if You were unaware of the event, or forgot that it happened, or You were aware of it, but did not realise that it could lead to a Case (see diagram: Example based on a Waiting Period of 3 months).
- b) Should We decide that Your matter does not qualify for Insurance Cover and You disagree with Our reasons, You can ask for an independent referee to review Our decision.

**See Section 14**

### 3. COOLING-OFF PERIOD

- a) If You cancel your Membership **during** the Waiting Period. We will refund the premiums You have paid only if You have not received any assistance (including Paralegal Services) under this Membership Agreement.
- b) If You cancel Your Membership **after** the Waiting Period, We will not refund any premiums You have paid, even if You did not receive any benefit, be it Insurance or Paralegal Services under this Membership Agreements.  
*(Like home insurance, You cannot for example, claim a refund of premiums if Your home did not burn down while You were insured).*
- c) If We cancel Your Membership during the Waiting Period, due to non-payment of premiums, We will not refund any premiums.

## EXAMPLE BASED ON A WAITING PERIOD OF 3 MONTHS



*However, even though Susan's matter does not qualify for Insurance Cover, We will support her with Paralegal Services.*

*When We contact Jacob's employers to try to persuade them to re-instate him, We will do the same for Susan.*

*If their employer refuses to re-instate them: Jacob's matter qualifies for payment of his legal expenses for a LABOUR case subject to all the relevant conditions and limits.*

*Because Susan's matter does not qualify, there is unfortunately nothing more that We can do for her. At least she had a fair chance to be re-instated because in many situations an employer would rather settle than face a Court Case.*



## SECTION 6: EXCLUSIONS

In addition to any exclusions set out in Section 4, a matter or dispute that arises out of, is based on or relates to any of the following does not qualify for Insurance Cover under Section 2 b) but We may provide the Paralegal Services referred to in Section 2 a), unless We have specifically excluded it, as indicated in this Section.

1. Business activities and Your acts in any business as a director, public officer, agent, shareholder, partner, sole proprietor or part owner. This exclusion also applies to Paralegal Services.

**"Business"** means a company, close corporation, sole proprietorship, partnership, contractor/sub-contractor arrangement, agency, farming operation, professional practice, landlord, self-employment or any other activity by You with a profit, capital gain or dividend objective, which includes a financial investment by You in excess of the Maximum Financial Value shown in Your Schedule of Insurance and matters related to intellectual property like copyright, patents and trademarks.

2. Marriage, divorce, enforcement or annulment of a divorce order, alimony, maintenance disputes, maintenance investigations, enquiries or other proceedings related to custody of children, visitation rights, child support, guardianship, paternity, engagement or promise to marry and living together as husband and wife or as life partners;
3. A claim by You for defamation, insult, verbal abuse or any other infringement of Your personality, reputation or dignity (a claim against You is covered);
4. A claim by You that is of an emotional nature and does not affect Your Corporeal interests.

**"Corporeal"** means money or physical property.

5. The following exclusion also applies to Paralegal Services: Matters involving You as a member, public officer, trustee, executor, curator, agent or spokesperson of:
  - a non-profit company, institution or association;
  - a political party or similar movement;
  - a trust, deceased estate/similar entity;
  - a trade or similar union;
  - any other union or group of persons with a common cause or purpose;
6. A claim by You based on a surety, cession, assignment, novation, delegation or other derived right of recourse;
7. The drafting of any document. This exclusion also applies to Paralegal Services.
8. A matter related to mineral rights. This exclusion also applies to Paralegal Services.
9. Gambling, lottery and any awards in any form of competition;

10. A collective or class action;
  11. An application to change Your personal status or the status, zoning or right of use of Your Permanent Residence. This exclusion also applies to Paralegal Services.
  12. A rejection by Us of a claim by You for Cover under this Agreement;
  13. Insolvency (bankruptcy). This exclusion also applies to Paralegal Services.
  14. A dispute with a claim value less than the Threshold Value shown in Your Schedule of Insurance, or a dispute for which an official dispute resolution service exists;
  15. Any Case or matter directly caused by pandemics and any other natural or environmental disasters e.g. flooding. and climate change. This exclusion also applies to Paralegal Services;
  16. Lawful blacklisting and garnishee orders and placing Your financial affairs under the control of an administrator;
  17. An application to a public service body or other person or institution to grant any license, permission or approval;
  18. Foreigners' residency, work permit, visa, refugee, asylum and citizenship matters.
  19. Disciplinary enquiries at work where no legal representation is allowed;
  20. If the interpretation of any law, regulation or document is the only issue in dispute in a civil claim by You, it is not covered. This exclusion also applies to Paralegal Services.
  21. A cause of action which is vexatious or malicious or a matter tainted with illegality;
  22. Inquests, burial disputes or the exhumation of bodies;
23. Rates and taxes and income tax. This exclusion also applies to Paralegal Services.
  24. Contempt of Court, civil disobedience, public disorder, unprotected strikes, lock-out, labour disturbance and similar labour actions;
  25. War, martial law, mutiny, military coup or usurped power, rebellion or revolution, terrorist activities and acts of sabotage.
  26. Any activity or attempt to perform or bring about nuclear weapons or material, ionizing, radiation, or contamination from any nuclear waste or from the combustion of nuclear fuel. This exclusion also applies to Paralegal Services;
  27. An unlawful protest, intimidation or threat of violence or force, to any public body;
  28. An act aimed at promoting or frustrating economic, political, social or environmental change;

29. A criminal charge against You:
- a) Based on fraud in connection with this Agreement. This exclusion also applies to Paralegal Services;
  - b) Where there is an option to pay a fine without a conviction being recorded against Your name;
  - c) Which is not a serious offence in terms of the Criminal Procedure Act and is similar to a charge resulting in a previous conviction against You in the 3 (three) years before the current charge;
  - d) If in the 6 (six) years before the current charge You have 3 (three) or more convictions against You for any offence;
  - e) If We have confirmed cover for Your legal expenses for the maximum number of offences shown in Your Schedule of Insurance (see Section 10);
  - f) Which is a Serious offence, if You have been convicted of such an offence in the 6 (six) years prior to the current charges.
  - g) Examples of a serious offence is rape, robbery, sexual or physical abuse of children, assault with the intention to do grievous bodily harm, dealing in narcotic drugs, kidnapping, bribery, extortion, blackmail, corruption, housebreaking and entering, theft and fraud, or an attempt to commit any of those crimes. The schedule refers to serious crimes which can be requested from Us.
  - h) Involving a matter listed in Sub-sections 23 to 28.
30. Load-shedding and water-shedding, or any other act or omission by the Government, or any of its constituent parts or any other body / provider, amounting to negligence or non-performance of its public obligations.
31. Income tax matters regarding:
- a) Provisional taxpayers;
  - b) Juristic persons/entities, including but not limited to sole proprietors;
  - c) A matter in your capacity as directors of companies, members of close corporations, partners in partnerships or any participant/business partner involved in a relationship considered to be business and that conducts a trade or business or any business combination;
  - d) Taxation of trusts, estates and body corporates;
  - e) Taxation of persons acting in any representative capacity for example trustees, executors, curators etc.
  - f) Taxation of beneficiaries of trusts and estates;
  - g) Residents or non-residents of the Republic of Botswana who have earned more than 50% of their income outside the borders of the Republic of Botswana ;
  - h) Income earned in another currency other than Botswana Pula;
  - i) Income earned from a company or juristic entity not registered within Republic of Botswana
  - j) Any other form of taxation including, but not limited to customs & excise queries, VAT etc;
  - k) Making payment arrangements on your behalf for any outstanding amounts owing to BURS;

- l) Applications for tax directives and tax clearance certificates on your behalf or on behalf of juristic persons;
- m) Any tax matter incurring insurance benefits by or against BURS;
- n) Taxable income greater than P1 million per annum whether registered as a provisional taxpayer or not;
- o) Where You are not a resident within the borders of Republic of Botswana .

## SECTION 7: LEGAL EXPENSES WE PAY

1. The fees and expenses of Your Lawyer for a Case at Our Tariffs in force from time to time. The Tariffs are part of the Agreement;

**"Case"** means all Court, Tribunal or Arbitration Proceedings based on the same Relevant Events.

**"Arbitration Proceedings"** mean arbitration proceedings in terms of the Arbitration Act of Botswana, Cap 06:01.

2. Only if We agree in writing, the fees of a Lawyer for a 2nd opinion about Your chances of success. Generally, We will consider it only if new facts or circumstances are presented;
3. The cost of expert evidence and arbitrator's fees that We agree to in writing;
4. Court fees or charges;
5. The legal expenses that the court orders You to pay to the other party (Your opponent) if You lose a Case;
6. The legal expenses of further action to force an unwilling or unable "loser" to obey a court order when You win a Case;
7. The legal expenses of an appeal or review if You lose a Case, but only if Your Lawyer agrees that Your chances of succeeding in the appeal or review are better than not succeeding;
8. If We have agreed to it, the costs of Your opponent in order to settle a Case;
9. We only pay legal expenses for a Case conducted and concluded in a court or tribunal in the Republic of Botswana, in respect of Relevant Events that happened in the Republic of Botswana.

**"Conducted and concluded"** means that the Case is initiated and finalised in a court in the Republic of Botswana, which includes execution steps and any recovery associated with a Case.

## SECTION 8: LEGAL EXPENSES WE DON'T PAY

1. That are **above the limits** set out in Section 10;
2. That are **higher** than Our Tariffs;
3. For work done by Your Lawyer **before** We have issued a written Confirmation of Cover (unless We agree otherwise in writing);
4. That are duplicated because You changed lawyers without Our written agreement;
5. After the following actions or inactions by You which entitles Us to cancel Your Membership with **no obligation** to pay legal expenses **not already incurred in a Case**:
  - a) Without a reasonable explanation, You fail to respond to Our request or Your lawyer's request for relevant information or instructions regarding a Case;
  - b) You withhold or give false or misleading information in relation to Your Insurance claim or a Case;
  - c) Without a reasonable explanation, You fail to co-operate or turn up for consultations or court appearances.
6. For any new matters that You report to Us after the Maximum Period to Report a Claim, shown in Your Schedule of Insurance, after cancellation of Your Membership for any reason;
7. If You are joined with other persons in a Case (a joint or class action). We will pay only a portion of the legal expenses for which You are jointly liable. This portion is the same as the proportion that You are of the total number of persons, but only up to the Maximum Limit;
8. If You offer to pay the legal expenses of Your opponent to settle a Case, You are personally responsible for payment. We do not pay those legal expenses unless We agree in writing;
9. We do not pay legal expenses for negotiation, mediation or Alternative Dispute Resolution efforts or proceedings unless We agree otherwise in writing.
10. We do not pay legal costs that are punitive costs awards (eg. costs awards against You by the court that serves as a punishment).

## SECTION 9: WHAT EXPENSES WE CAN CLAIM BACK OR RESTRICT

1. If a court orders Your opponent who loses a Case, to pay all or some of Your legal expenses, then, if the amount that Your opponent must pay:
  - a) **Is less** than the legal expenses We paid, the total amount paid by Your opponent must be refunded to **Us**.
  - b) **Is more than** the legal expenses We paid, the total legal expenses We paid must be refunded to Us.
2. You agree that Your lawyer can refund Us when the money is received from Your opponent in terms of the Court Order.
3. If Your opponent does not pay for any reason, You give Us the right to claim it directly from that opponent in Your name.
4. We may at our discretion, require you at any time before or after payment of a claim to cede to us any contingent, future of actual right to claim any costs in respect of any proceedings covered by this Agreement.
5. We must be advised immediately if You receive a settlement offer. You may not accept or reject a settlement offer without Our written consent.
  - a) If You request Our consent to accept an offer, We may agree on condition that all or some of the legal expenses We paid, must be recovered from Your opponent.
  - b) If You request Our consent to reject an offer, We will set a limit on the legal expenses We will pay to carry on, as follows:
    - Because the dispute is now only about **how much more You claim**, We determine **how much more We will** pay to carry on as follows:
    - We multiply the amount or value of how much more You claim, by the Claim Value Multiplier, shown in Your Schedule of Insurance. We will pay up to that amount provided the Maximum Limit in terms of Section 10 is not exceeded (see diagram in the next section "**The Maximum Limits We Pay**")
6. If You are covered against payment of legal fees under any other insurance policy our liability shall be limited to the prorated (rateable) portion of the total legal expenses incurred. (see diagram in the next section "**The Maximum Limits We Pay**").



You have  
got rights,  
use them

## SECTION 10: THE MAXIMUM LIMITS WE PAY

1. All limits are the limits per Agreement, irrespective of how many Members are entitled to Insurance Cover under this Agreement.
2. The maximum that We will pay over any period of time as a Member, is the **"LifeTime Limit"** shown in Your Schedule of Insurance.
3. The maximum that We will pay for a **CIVIL** or **LABOUR** Case, is **the lowest** of:
  - a) The Maximum Limit shown in Your Schedule of Insurance, or
  - b) The amount or value of Your claim multiplied by the Claim Value Multiplier (CVM) shown in Your Schedule of Insurance.
4. The maximum that We will pay for covered **CRIMINAL** Cases:
  - a) For a single Criminal Case We will pay up to the Maximum Limit.
  - b) For different Criminal Cases **over any period of time** as a Member, We will only pay for the Maximum Number of Offences shown in Your Schedule of Insurance.
5. The Maximum Limit per Case is for the **combined total of all expense items** under Section 7.

*The Claim Value "rule" is to encourage acceptance of reasonable offers to settle. It avoids disproportionate legal expenses when there is a risk of either a very small or no extra reward.*



Let's say Jacob sued his employer for P25,000 and the Claim Value Multiplier (CVM) is 2.  $P25,000 \times 2 = P50,000$  which is the maximum We will pay.

1 Jacob goes to a LegalWise Network Lawyer who is a **labour specialist**. He starts a Case.

2 Jacob's employer offers P19,000 before the Case goes to court. Up to this point, We had already paid his lawyer P10,000.

3 Jacob rejects the offer. He thinks he is entitled to P25,000, which is **only P6,000** more than what his employer offered.

From this point on, Jacob wants to carry on with the case for P6,000 which is the new Claim Value.

Claim Value going forward:  
 $P6,000 \times 2 = \mathbf{P12,000}$ .  
That is the Maximum Limit We will pay to help Jacob get the extra P6,000.

4 After 6 months of negotiations for which We paid the Maximum of P12,000, the employer still refuses to offer the extra P6,000 Jacob demands.

5 Jacob wins the case. The Court orders his employer to pay P25,000 and that each side must pay their own legal costs.

6 The final bill of Jacob's lawyer for the Court appearance comes to P7,000. **Jacob must pay it**, because We have already paid up to the Maximum Limit to help him get the extra P6,000.

So, even though Jacob won the case, he ends up with P18,000 (P25,000 offered less P7,000 for court appearance), which is less than the P19,000 that was offered by his employer.

## SECTION 11: HOW TO CLAIM

### STEP 1

In legal matters, some laws have time limits to start or defend a Case. If You miss a deadline, **You may lose Your right to sue or defend.**

You must report a matter to Us as soon as possible. We are not responsible if You lose Your rights because You did not report a matter in time.

You can report a matter on the 24-hour LegalLine, at a Branch or at [botswanaclaims@legalwise.co.bw](mailto:botswanaclaims@legalwise.co.bw)

If Your issue is a labour or civil matter (not criminal), Our Legal Counsellors will try to resolve it on a reasonable basis.

If it is Covered and We decide that We cannot resolve it, or that it is complicated or requires immediate action, or it is a criminal matter, We will refer You to Our Network Lawyer or You can consult Your own Lawyer.

### STEP 2

If You have chosen a Network Lawyer, she/he will submit Our Official Claim Form (OCF) to Us on Your behalf.

If You choose another Lawyer, You or Your Lawyer must submit the OCF to Us. (See Step 3 - Second Option)

**We cannot process Your claim for Insurance Cover unless We have received the OCF. The OCF is available in Branch, on [www.legalwise.co.bw](http://www.legalwise.co.bw) or on request.**

**PLEASE NOTE:** Once We have received the OCF, and before We can decide whether Your matter qualifies for Insurance Cover or not, We may request more information from You or Your Lawyer.

If it qualifies, We will issue a written Confirmation of Cover to Your Lawyer, but please note:

**We will not pay legal expenses incurred before We have issued a written Confirmation of Cover.**

### STEP 3 - FIRST OPTION

If You elect to choose a Network Lawyer, We have the information about who specialises in particular types of cases. You can request that information from Us. Network Lawyers have agreed to charge according to Our Tariffs and to assist You to comply with Your obligations under this Agreement.

Your Network Lawyer will deal directly with Us in connection with Your Insurance claim and there is no risk of being charged above the Tariffs, **which may happen under Step 3 - Second option.**

### STEP 3 - SECOND OPTION

If You have chosen a Lawyer who is not a Network Lawyer, You must provide Us with an Official Claim Form (if We have not received it yet), within 7 days of consulting with that Lawyer.

Please be aware that the Lawyer:

- may not be prepared to charge at Our Tariffs or,

- may not agree to assist You to comply with our reasonable requests for relevant information.

It is in Your own interests to clarify the 2 points above with Your Lawyer.

**If You or Your Lawyer do not provide Us with information, We reasonably need to process Your Insurance claim, We will not pay any of Your legal expenses.**

If Your Lawyer agrees to co-operate but does not agree to charge at Our Tariffs, We will adjust the Lawyer's total charges to Our Tariffs and pay that amount. You will then be **personally responsible** to pay the shortfall to your Lawyer **out of Your own pocket**.

Refer to this Diagram.

Let's say We could not persuade Jacob's employer to reinstate him and the maximum limit is P40,000. We will pay his legal expenses up to that limit.

### Scenario 1

1 A LegalWise Network Lawyer **who is a labour specialist and agrees** to work according to the Membership Terms.

2 The Lawyer deals directly with us in connection with payment for work done.

3 The Lawyer does the work and charges at **the LegalWise Tariffs**. The final bill comes to P40,000. We pay P40,000. Jacob pays **nothing**.

### Scenario 2

1 Another Lawyer, not on the **Network**. **Speciality unknown**.

2 The Lawyer does not agree to charge at the LegalWise Tariffs but agrees to provide a detailed invoice to Jacob or Us. **We will pay Jacob or his Lawyer subject to the Main Membership Agreement and the LegalWise Tariffs.**

3 The Lawyer charges his/her **own rates**. The final bill comes to P75,000. We may pay P40,000 based on an estimate. In that case, Jacob must pay his Lawyer the balance of **P35,000**.

*If a Lawyer who is not on the Network, agrees to work for You according to the Membership Terms, that Lawyer can apply for admission to the Network.*

## **SECTION 12: PAYMENT OF PREMIUMS, EXCHANGE OF INFORMATION, COMMUNICATION AND LENIENCY**

### **1. PAYMENT OF PREMIUMS**

- a) The monthly premium is due on the 1st day of every month, even though We may collect it at any time up to the end of a month.
- b) You must make sure that premiums are paid, even if someone else pays them on Your behalf.
- c) If a debit order deduction is not successful for whatever reason on the premium due date, resulting in Your Membership going into arrears, We may do a double premium deduction from Your nominated bank account on the next premium due date.
- d) If You pay by debit or stop order:
  - i) We do not pay the collection costs and any unusual additional fees or charges by Your bank;
  - ii) If You want Us to change or cancel Your debit or stop order arrangement, You must contact Us at least 30 days before the existing collection date.

### **2. EXCHANGE OF INFORMATION AND CONFIDENTIALITY**

- a) We are committed to Protecting Your privacy and have thus implemented appropriate measures to keep Your information complete, secure, and accurate and in accordance with applicable privacy legislation.
- b) You agree to provide Your personal information to gain access to Our products and services and to allow Us to administer Your Insurance product and/ or to advance Your case.
- c) You agree that We can provide any information (including personal information), to Your Lawyer or applicable third party if it is needed to handle Your Case or if a law or Court requires us to do it.
- d) You agree that your Lawyer or any other person who has it can provide Us with any information (including personal information) which relates to Your insurance product or Case if it is needed.
- e) You are entitled to: 1) request the details of Your personal information We have in Our records; 2) request the details about the recipients of Your personal information; and 3) request for the amendment or deletion of Your personal information.

### **3. COMMUNICATING WITH YOU**

- a) We will send all general communications to the Main Member's contact details on record.
- b) We may send any document or communication that is part of, or that We issue in terms the Agreement, by mail, email, SMS, website post, App or fax.
- c) If You change Your contact details You must please let Us know. We will send You an acknowledgement within 10 business days. Please let Us know if You do not receive it.

- d) If any Member communicates with Us about his/her Insurance claim, We will respond to that Member.

#### 4. LENIENCY

- a) If You do not comply with a term of this Agreement, We may overlook it. If We do, even if it is over a long period of time, it does not mean that We have to continue to be lenient.
- b) We keep Our rights to enforce any term of the Agreement at any time.

## SECTION 13: PREMIUM INCREASE, CHANGE OF TERMS AND CANCELLATION

### 1. PREMIUM INCREASE

The monthly premium will increase every year on the anniversary date of when You first joined.

### 2. CHANGING THE TERMS OR INCREASING THE PREMIUM

- a) We may change any term of the Agreement on 31 days' written notice to You. If We do, it will apply only to **Relevant Events that arise after the change**. It will **not affect** Our existing obligations to You under the previous terms **for Relevant Events that arose** before the change.
- b) When We change a term or increase the premium, You accept that We can notify You in any reasonable manner at Our discretion.
- c) An increase or change of term will be deemed effective from the date mentioned in the notice.
- d) If You do not accept the increase or the change of term, and You cancel Your Membership within 31 days of the increase or change of term, We will refund premiums received after the increase or change.

### 3. UNAUTHORISED CHANGES

None of Our employees may give any undertaking that deviates from the terms of the Agreement, except for a duly authorised ex-gratia payment.

### 4. HOW YOUR MEMBERSHIP CAN BE CANCELLED

- a) If You pay by cash, You can simply stop paying the premium. Otherwise, You can ask Your bank or employer to cancel Your direct debit or stop order deduction, or You can **request Us to instruct** your bank or employer to cancel it.
- b) We can cancel Your Membership without notice to You, **if We do not receive a premium** by 24h00 on the last day of the month in which it is due (a 31 days grace period).

- c) If We don't cancel, You agree that We may collect the number of unpaid premiums showed in Your Schedule of Insurance and,
  - i) If We collect unpaid premiums, You will be treated as if You paid all premiums on due date;
  - ii) If We fail to collect unpaid premiums, Your Membership will be cancelled with effect from the 1st of the 1st month that the premium was not collected;
  - iii) If We have cancelled as above, and collect or receive a premium at any time after that, it amounts to entering into a new Agreement.
- d) We can cancel Your Membership on **31 days' notice** to You, **for any other reason** at Our discretion. If We inadvertently collect or receive a premium after such a cancellation, it does not amount to entering into a new Agreement and We will refund that premium.
- e) If Your Membership is cancelled for any reason, except if it is in terms of Section 8 (5), it **will not affect** Our obligations to pay Your legal expenses **up to the finalisation of a Case**, in respect of matters **that qualify and that You Reported to Us before "The Maximum Period after Cancellation to Report a Claim" referred to in Your Schedule of Insurance**.
- f) We have no obligation to accept You as a Member again at any time after Your Membership has been cancelled for any reason.

## SECTION 14: DISPUTES AND COMPLAINTS

1. If We decide that a claim by You does not qualify for any payment, or **only qualifies for payment of a portion** of Your legal expenses, We will inform You (together with Our reasons). It will be within 10 days after being placed in possession of all the information We have reasonably requested. You then have 90 days from the date We inform You, to let Us know in writing if You object and do not agree with it
2. We will reconsider the matter and let You know Our decision within 10 days of receiving Your objection. If We still decide not to pay what You claim and Our decision:
  - a) is based on the fact that You did not pay a Premium due, or due to the fact that the Relevant Event occurred before the end of the Waiting Period, then Our decision is final.
  - b) is based on any other reason, and You request it in writing, We will pay an Independent Referee nominated by Us, to review it. She/he will review Our decision and give Us a recommendation.

**“Independent External Referee”** We mean a Lawyer who is not on our Lawyer Network and with a minimum of 7 years legal experience.

3. We do not have to follow the recommendation of the External Referee, but it will be carefully considered. We will inform You of the Referee's recommendation and of Our final decision, within 15 days after We receive the recommendation.
4. Nothing in this Agreement prevents You from starting a Case against Us at **Your own cost**. However, You must do it within 365 days of the date on which We informed You for the first time, of any decision concerning this Agreement that You do not agree with. You lose Your rights to take action against Us after the 365-day period.
5. If the complaint is not resolved to your satisfaction by LegalWise, **after you have exhausted the internal processes**, you may submit your complaint to the relevant Regulator:

Financial Institutions Supervisory Authority (NBFIRA)  
Postal address: Private Bag 00314, Gaborone.  
Physical address: 3rd Floor Exponential Building, Plot 54351, New CBD (off PG Mantante Road) Gaborone.  
Tel: + 267 3102595/3686100. Email: [www.nbfira.co.bw](http://www.nbfira.co.bw)
6. For insurance fraud reporting/whistle blowing: Please refer to [www.legalwise.co.bw](http://www.legalwise.co.bw)

## SECTION 15: LEGAL EXPENSES ACCIDENTAL DEATH (LEAD)

1. This Insurance benefit is an integral part of the Agreement and only applies to the accidental death of the Main Member. It cannot be bought as a stand-alone policy.
2. If the Main Member suffers from an Accidental Death, We will pay a lump sum in cash to the beneficiary appointed by the Main Member. The amount is shown in Your Schedule of Insurance.
3. The cash payment is to fund the legal costs of reporting and winding up of the deceased estate, dealing with debtors (including Workman's Compensation and the Motor vehicle Accident Fund if applicable) and creditors (including estate duty) and obtaining expert financial, legal and tax advice.
4. The cash payment will be made to the nominated beneficiary shown in Your Schedule of Insurance, if that Beneficiary is 18 years or older. If not, or if nobody is nominated as a beneficiary, the lump sum will be paid into the deceased estate.
5. By **"Accidental Death"** We mean death in the Republic of Botswana as a result of a sudden, violent and unforeseeable:
  - Road traffic or transport related accident
  - An accident while performing Your duties as an employee
  - An accident at Your Place of Residence or while on holiday or visiting friends
  - An accident while shopping or visiting places of entertainment or other public places for personal and private purposes
  - Assault or murder
  - Medical negligence

**Please note: Death by natural causes and suicide are not accidental.**
6. This Insurance Benefit is conditional on Us receiving the **LEAD** Claim Form which forms part of this Agreement, within the period after death, shown in Your Schedule of Insurance.
7. Additional conditions may apply to this benefit. In that case, they are shown in Your Schedule of Insurance and/or the **LEAD** Claim Form.



## **SECTION 16: TOTAL AND TEMPORARY DISABLEMENT AND RETRENCHMENT**

1. This benefit is an integral part of the Agreement. It cannot be bought as a stand-alone policy.
2. If the Main Member is retrenched or becomes totally and temporarily disabled to work (TTD) after a Period of Continuous Paid-up Membership shown in Your Schedule of Insurance:
  - a) Your Membership will be treated as Paid Up for the Maximum TTD Number of Months shown in Your Schedule of Insurance;
  - b) During this period, while out of work, You don't have to pay the premiums;

### **Conditions**

- c) You must provide Us with proof of the retrenchment or disablement;
- d) The disablement must be due to an Accident;
- e) The maximum period within which You must report the retrenchment or disablement, is shown in Your Schedule of Insurance

## **SECTION 17: COVER IN THE REPUBLIC OF SOUTH AFRICA**

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:

1. The Member will be covered for Legal Expenses incurred in the RSA in relation to Relevant Facts occurring entirely in the RSA;
2. Cover will only be granted if the Member enters the RSA with a valid visa entitling the Member to do so;
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;
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;
5. The Member must not be a prohibited or undesirable person in terms of the immigration laws of the RSA;
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;
7. The Member must not become a resident of the RSA for the purposes of its income tax laws.

# GOLD MEMBERSHIP

## EXTENDED SERVICES BENEFITS

The extended services benefits relate to matters that are not actually covered or paid for under the LegalWise policy.

The extended services benefits means that LegalWise will make a contribution of legal fees to your lawyer in order to assist you with additional benefits listed below: -

### **i) UNCONTESTED DIVORCE**

- a) This benefit is available to the Main Member only.
- b) We will pay the appointed Lawyer's fees for obtaining a final divorce order in uncontested divorce matters.
- c) We do not pay fees and disbursements for ancillary applications (like maintenance) and You are personally responsible to pay it to the appointed Lawyer.
- d) We will pay for only 1 (one) uncontested divorce over a continuous 3 (three) year period of Paid-Up Membership.

### **ii) CHILD MAINTENANCE**

- a) This benefit is available to the Main Member only.
- b) We will pay the appointed Lawyer's fees:
  - for consultations;
  - to draft the relevant Court documents;
  - for appearances at the Maintenance Office and appearances in the Maintenance Court as per Our Schedule of Tariffs.
- c) We will pay for only 1 (one) maintenance matter over a continuous 1 (one) year period of Paid-Up Membership.

**Exclusion: Your defense for a criminal charge arising from failure to pay maintenance is excluded from this benefit.**

### **iii) RESCISSION OF ADMINISTRATION ORDERS**

We will pay the appointed Lawyer's fees to rescind (cancel) an administration order against You.

### **iv) BASIC WILLS**

- a) We will pay the appointed Lawyer's fees to draft a simple Will.
- b) Only 1 (one) Will over a continuous 2(two) year period of Paid-Up Membership is covered.

### **v) CONVEYANCING FEES**

This refund benefit is limited and available for only 1 (one) transfer over a continuous 3 (three) year period of Paid-Up Membership and relates to your permanent place of residence. Other costs like transfer duty, bond costs and registration fees are not covered.

# OPTIONAL ADDENDUMS

## GOLDPLUS MEMBERSHIP

1. This Addendum is subject to the terms of the LegalWise Membership Agreement, except as modified in Your Schedule of Insurance and below.
2. In consideration of the GoldPLUS premium in force from time to time:
  - a) You are entitled to the increased Maximum Limit as shown in Your Schedule of Insurance;
  - b) The increased Maximum Limit applies only to Relevant Events that happen after the GoldPLUS Waiting Period shown in Your Schedule of Insurance;
  - c) The increased Maximum Limit, per Case, LifeTime Limit and Claim Value Multiplier are shown in Your Schedule of Insurance;
  - d) The LifeTime Limit is calculated on the premium in force at the time of calculation.
3. You will be entitled to a free consultation of limited duration for every continuous period of Paid-Up GoldPLUS Membership, with one of Our Network Lawyers, on any matter restricted or excluded by this Agreement. The Limited Duration and Continuous Period are shown in your Schedule of Insurance.
4. In consideration of the GoldPLUS premium in force from time to time, the following extended services benefits (additional to the services under the Main Membership Agreement) will be provided to You, on condition that it is by Lawyers appointed and paid by Us, as per the GoldPLUS Tariffs.
  - i) UNCONTESTED DIVORCE**
    - a) This benefit is available to the Main Member only.
    - b) We will pay the appointed Lawyer's fees for obtaining a final divorce order in uncontested divorce matters.
    - c) We do not pay fees and disbursements for ancillary applications (like maintenance) and You are personally responsible to pay it to the appointed Lawyer.
    - d) We will pay for only 1 (one) uncontested divorce over a continuous 3 (three) year period of Paid-Up Membership.

## ii) CHILD MAINTENANCE

- a) This benefit is available to the Main Member only.
- b) We will pay the appointed Lawyer's fees:
  - for consultations;
  - to draft the relevant Court documents;
  - for appearances at the Maintenance Office and appearances in the Maintenance Court as per Our Schedule of Tariffs.
- c) We will pay for only 1 (one) maintenance matter over a continuous 1 (one) year period of Paid-Up Membership.

**Exclusion: Your defense for a criminal charge arising from failure to pay maintenance is excluded from this benefit.**

## iii) RESCISSION OF ADMINISTRATION ORDERS

We will pay the appointed Lawyer's fees to rescind (cancel) an administration order against You.

## iv) BASIC WILLS

- a) We will pay the appointed Lawyer's fees to draft a simple Will.
- b) Only 1 (one) Will over a continuous 2(two) year period of Paid-Up Membership is covered.

## v) CONVEYANCING FEES

This refund benefit is limited and available for only 1 (one) transfer over a continuous 3 (three) year period of Paid-Up Membership and relates to your permanent place of residence. Other costs like transfer duty, bond costs and registration fees are not covered.

# PLATINUM MEMBERSHIP

1. This Addendum is subject to the terms of the Main Membership Agreement, except as modified in Your Schedule of Insurance and below.
  - a) The Waiting Periods that apply to each benefit listed below and the increased Maximum Limit per Case, LifeTime Limit and Claim Value Multiplier are shown in Your Schedule of Insurance.
  - b) The increased Maximum Limit per Case applies only to **Relevant Events that all happen after the Platinum Waiting Period shown in Your Schedule of Insurance.**
  - c) The LifeTime Limit is calculated on the premium in force when We do the calculation.
  - d) We will pay the fees and expenses of Your Lawyer for a Case at the **higher Platinum Tariff** in force from time to time. The Platinum Tariffs are part of this Addendum and available upon request.

PLATINUM MEMBER



Legal Power & Protection  
24 Hour Legal Solutions

Don't talk to me, talk to my lawyer

Giving you  
legal power  
and more

2. In consideration of the Platinum premium in force from time to time, the following extended services benefits (additional to the services under the Main Membership Agreement) will be provided to You, on condition that it is by Lawyers appointed and paid by Us, as per the Platinum Tariffs.

**i) DIVORCE**

- a) This benefit is available to the Main Member only.
- b) We will pay the appointed Lawyer's fees for obtaining a final divorce order in uncontested and contested divorce matters, subject to the terms and conditions of Our Tariffs.
- c) We do not pay fees and disbursements for ancillary applications (like maintenance) and You are personally responsible to pay it to the appointed Lawyer.
- d) We will pay for only 1 (one) divorce matter over a continuous 3 (three) year period of Paid-Up Membership.

**ii) CHILD MAINTENANCE**

- a) This benefit is available to the Main Member only.
- b) We will pay the appointed Lawyer's fees:
  - for consultations;
  - to draft the relevant Court documents;
  - for appearances at the Maintenance Office and appearances in the Maintenance Court as per Our Schedule of Tariffs.
- c) We will pay for only 1 (one) maintenance matter over a continuous 1 (one) year period of Paid-Up Membership.

**Exclusion: Your defense for a criminal charge arising from failure to pay maintenance is excluded from this benefit.**

**iii) RESCISSION OF ADMINISTRATION ORDERS**

We will pay the appointed Lawyer's fees to rescind (cancel) an administration order against You.

**iv) BASIC WILLS**

- a) We will pay the appointed Lawyer's fees to draft a simple Will.
- b) Only 1 (one) Will over a continuous 2(two) year period of Paid-Up Membership is covered.

**v) CONVEYANCING FEES**

This refund benefit is limited and available for only 1 (one) transfer over a continuous 3 (three) year period of Paid-Up Membership and relates to your permanent place of residence. Other costs like transfer duty, bond costs and registration fees are not covered.

**vi) ANTE NUPTIAL CONTRACTS**

We will pay the appointed notary's fees to draft, lodge and execute an Ante Nuptial Contract.

## vii) PERSONAL INCOME TAX ASSISTANCE

- a) This benefit is available to the Main Member only. Main Members in possession of the relevant identification card qualify for tax assistance.
- b) We will pay Our Appointed Tax Consultant.
- c) We will pay for 1 (one) tax service over a continuous 1 (one) year period of Paid-Up Membership.
- d) The Tax Consultant shall provide the following Botswana Unified Revenue Services (BURS):
  - The completion and electronic submission of Your annual personal income tax return;
  - The submission of supporting documents;
  - Understanding your Botswana Unified Revenue Services (BURS) Notice of Assessment (NOA);
  - Understanding tax calculations.

## EXTENDED FAMILY PROTECTION MEMBERSHIP (EFP)

1. This Addendum is subject to the terms of the Main Membership Agreement, except as modified in Your Schedule of Insurance and below.
2. In consideration of the EFP premium in force from time to time, **"Family Members"** include the persons shown in the Schedule of Insurance as the nominated:
  - a) Children aged 18 through 20, of the Main Member and his/her Spouse and which children are not studying full time and who are not financially dependent on the Main Member;
  - b) Children aged 21 through 25, of the Main Member and his/her Spouse.
  - c) Biological parents or adoptive parents and biological brothers or sisters of the Main Member;
  - d) Biological parents or adoptive parents and biological brothers or sisters of the Main Member's Spouse.
3. The Maximum Limit per nominated person is shown in Your Schedule of Insurance.

## TEACHER, HEALTH CARE PROFESSIONALS AND ENFORCEMENT OFFICERS'

1. This Addendum is subject to the terms of the Main Membership Agreement, except as modified in Your Schedule of Insurance and below.
  - a) **"Teacher"** means a person employed as a permanent or temporary teacher of a private, /public school or tertiary institution.

- b) **"Health Care Professional"** excludes a medical practitioner and means a person who is employed to provide preventative, curative or rehabilitative health care services to the public and has a qualification from a University, University of Technology or College and is a registered member of a regulated Healthcare Body in the Republic of Botswana and is authorised by law to provide the services mentioned.
  - c) **"Law Enforcement Officer"** means a person who is employed as a permanent Law Enforcement Officer in the Botswana Police Service, Botswana Prison Services, Botswana Defence Force or a registered Security Company in the Republic of Botswana and registered as a member with the relevant industry body.
2. In consideration of the premium in force for this Addendum from time to time, the following Relevant Events (excluded in the Main Membership Terms), are included, subject to the conditions of this Addendum and all the other conditions in the Main Membership Agreement:
- a) Your **DEFAMATION, INSULT, VERBAL ABUSE** or any other **INFRINGEMENT** of Your personality, reputation or dignity during the course and scope of Your employment as a Health Care Professional, Teacher or Enforcement Officer or in Your personal, private and individual capacity.
  - b) You are entitled to the increased Maximum Limit for any matter listed in Section 4 and not excluded in Section 6 of the Main Membership Agreement, provided the Relevant Event occurred during the course and scope of Your duties as a Teacher, Health Care Professional or Enforcement Officer.
3. **Conditions and Restrictions**
- a) The Relevant Events in **BOLD CAPITAL LETTERS** above must happen after the Waiting Period shown in Your Schedule of Insurance.
  - b) This Insurance benefit:
    - Under 2 a) is in Our sole discretion and may be withdrawn at any time.
    - The Benefits under 2 a) and 2 b) are available only to the Main Member and if selected as an option, the Main Member's Spouse.
  - c) Legal expenses for an appeal will be paid only if Your Lawyer confirmed in writing before starting the Appeal process that You had a better chance than not of succeeding with Your appeal.
  - d) You are entitled to the Insurance benefit under 2 a) above, a maximum number of times in every continuous period of Paid-Up premiums for this Addendum. The Maximum Number of Times and Continuous Period are shown in Your Schedule of Insurance.
  - e) The **Maximum Limit** for this Addendum is reflected in Your Schedule of Insurance.





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Legal Expense Insurance Company (Pty) Limited t/a Leza LegalWise Botswana  
(UIN BW00000622146) is a registered Insurer (No. 2/9/235) (NBFIRA)