

2.0 The Product

2.1 Premium Table and Benefit Schedule

SCHEME	MONTHLY PREMIUM	COVER LIMIT PER CASE USD	COVER LIMIT PER ANNUM USD	COVER
TRADITIONAL	5.00	1 000.00	3 000.00	Member Only
CLASSICAL	10.00	1 000.00	3 000.00	Family
EXECUTIVE	25.00	3 000.00	6 000.00	Family

2.3 Cover

- Work place related disputes between the insured and his employer.
- Disciplinary proceedings in a recognized and legal tribunal.
- Discrimination in the work place on the grounds of sex, race, religion, political persuasion etc.
- Cover against civil criminal and labour related matters.
- Includes a Bail benefit. If you are arrested (for a minor crime) and need bail, we will go to the police station and pay the bail of up to USD100 for you. This amount will be deducted from your sum assured.
- Access to personalised legal documents and contracts.
- Claims made against the insured in the civil Courts of Zimbabwe.
- Accident claims.
- Contractual damages.
- Family cover is for Spouse (Registered) and Children below 18 years or up to 23 years if they are still at Tertiary College or University.

3. TERMS AND CONDITIONS

3.0 A matter is only covered and legal fees are only payable in respect of a matter if:

3.1 The material facts of a cause of action occur within your cover period; and

3.2 The claim is received by Doves during your cover period; and

3.3 The matter commences, occurs and is concluded during your cover period; and

3.4 The legal fees are incurred during your cover period.

3.5 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 above occur, the member will be obliged to refund any legal expenses already paid.

In other words, the member would only be entitled to payment of legal fees if the premium is paid every month for an unbroken period during which all of the events listed above occur i.e. in order to enjoy cover, premiums must be paid uninterrupted for every month from the time the cause of action arises up until the time the matter is finalised or concluded. Cover Period means the uninterrupted period (in months) for which a member enjoys cover and for which all premiums have been paid for all those months without a break in payment of premiums.

4. MATTERS NOT COVERED /EXCLUSIONS

We do not pay legal expenses for the following matters or if the matter arises out of, is based on, or relates to any of the following:

4.1 ~~Marital~~ family and relationship issues:

4.1.1 Disputes, relating to present or past marriage by civil or customary rites or out of a union resembling that of husband and wife or out of an affectionate relationship (an intimate relationship between our member and his/her significant other regardless of gender) or out of a union in terms of the **Civil Union Act**.

4.1.2 Divorce actions (which includes breach, enforcement or annulment of divorce settlements), alimony claims and proprietary disputes.

4.1.3 Custody of children, adoption disputes, guardianship disputes, rights of access to children, visitation rights, child support, paternity disputes.

4.1.4 Maintenance disputes, maintenance investigations or enquiries or other proceedings.

4.1.5 Disputes relating to engagements or promises to marry or living together as husband and/or permanent partners.

4.1.6 Litigation between ex-spouses or ex-partners related to any of the above and similar matters or any contempt of court or other proceedings arising out of any of the above related or similar matters.

4.2 Defamation, insult, verbal abuse or any other infringement of the member's personality, reputation or dignity. (You may enjoy cover if you are being sued for defamation but not if you wish to sue someone else.)

4.3 Business and/or commercial activities: Business transactions and commercial activity/i.e. shall mean any event in connection with, related to, or arising from:

4.3.1 Any interest in immovable property other than your permanent place of residence.

4.3.2 Your conduct as an agent, contractor, sub-contractor or in the conduct of a trade, profession or other occupation or activity as a business.

4.3.3 Your existing or future interest, rights or obligations in mineral rights.

4.3.4 Your rights or obligations as a principal, shareholder, owner, co-owner, partner or member of an existing or proposed business.

4.3.5 Your rights in a farm, professional practice, company, partnership, close corporation where financial gain or potential financial gain is or may be enjoyed by our member, or any other business related entity or activity.

4.3.6 The member's rights or obligations as a director or officer in terms of the Companies Act

4.3.7 Any personal or business application or registration (examples include licences, patents, copyright, etc.).

4.3.8 Copyright, patents, trademarks or other intellectual property rights or matters falling within the ambit of tax or fiscal laws and mineral rights.

4.3.9 Changing the member's own status, right or obligation, or the status, zoning or right of use of the member's place of residence.

4.3.10 Any of your financial investment/s in excess of USD5,000.00.

4.3.11 Commission claims by or against yourself as an agent or principal or arising other than out of full time employment.

- 4.4 Matters in which you do not have a direct proprietary and/or financial interest.
- 4.5 Matters in which you do not enjoy a reasonable prospect of success.
- 4.6 Matters where any of the material facts of a cause of action arose outside the insured period.
- 4.7 Matters that are not contentious i.e. civil or administrative proceedings where there is no dispute with another person or where your rights have not been infringed. Examples of such matters are debt counselling or where there is no dispute or if you want to draw up a contract with another person or property transfers and conveyancing matters.
- 4.8 Where any element of an alleged crime was committed outside of the insured period i.e. all the elements of a crime in a criminal case or the things which the police say are the reason for charging you, must have happened while the policy is in force.
- 4.9 Administration order hearings and administration of estates unless there is a dispute.
- 4.10 Criminal matters - Cover for criminal matters differs for serious and non-serious offences and is subject to the following special conditions and exclusions:
- 4.10.1 Serious offences: a serious offence is murder, rape, robbery, hijacking, treason, culpable homicide, sexual or physical abuse of children, indecent assault, sodomy, arson, assault with intent to do grievous bodily harm, dealing in narcotics / drugs, kidnapping, bribery, extortion, blackmail, corruption, housebreaking, breaking and entering, theft and fraud (serious offences only), receiving stolen property knowing it to be stolen, escaping from lawful custody or any conspiracy, incitement or attempt to commit any offence referred to above. **You are not covered for legal expenses for serious offences if you have been convicted of a serious offence in the previous 3 years.**
- 4.10.2 Non-Serious offences: a non-serious offence is any other criminal offence including theft and fraud for non-serious offences only. **You are not covered for legal expenses for non-serious offences if you have been convicted of a similar offence in the previous 2 years.**
- 4.10.3 We do not pay legal expenses for offences for which an admission of guilt fine is payable e.g. traffic fines.
- 4.11 We do not pay legal expenses for any criminal or civil matter related to a claim or repudiation under this policy or any other dispute between the member and Doves or the Company or any of our employees or agents arising out of this policy.
- 4.12 We do not pay legal expenses for any claim or action brought against Doves.
- 4.13 Matters which are reasonably capable of being resolved satisfactorily through an administrative body or independent and impartial forum, without the need for legal representation. (For example, receiving an inflated account from the municipality does not necessarily mean that there is an infringement of your rights or a dispute between you and the municipality. It could be a simple mistake which can be sorted out by making enquiries.)
- 4.14 Any cession, surety, assignment, novation, delegation or any derivative right of recourse.
- 4.15 The acts you perform other than in your private capacity: In other words, if you act in a representative, fiduciary or appointed capacity, you are not covered. Examples are activities by you as an executor, committee member, trustee, member of a body corporate or spokesperson etc.
- 4.16 Matters other than covered criminal offences based on or tainted with illegality.

4.17 Any matter in which you institute court action for the purposes of exacting revenge, or one based on malice or vexatiousness.

4.18 Matters relating to riots, strikes, lock-outs, labour disturbances or a concerted labour action or disturbance.

4.19 The drafting, negotiating, entering into or signing of any contract or any agreement or any will (excluding simple wills) or testamentary document that is not the subject of a disputed matter covered by this policy.

4.20 The member's rights or obligations as a landlord.

4.21 Insolvencies, liquidations, sequestrations and rehabilitations.

4.22 Fictitious or juristic persons or firms. (This means that the policy does not cover fictitious or juristic persons or any types of business, even if it is a one-man business or partnership.)

4.23 A class or collective action.

4.24 Winding up of estates and matters related to establishment of trusts.

4.25 An unlawful protest, intimidation or threat of violence or force, to any person or public body.

4.26 An act aimed at promoting or frustrating economic, political, social or environmental change.

4.27 Riots, civil commotion, public disorder, political activity or civil disobedience or any act or activity which is calculated to bring about any of the above.

4.28 Any act whether on behalf of any organisation, body, person or group of persons which is calculated to influence or bring about economic, social or political change, or directed to cause damage, loss or to overthrow or protest against the government or any of its constituent parts whether by means of force or by inspiring fear in the public.

4.29 Events, conditions, situations or affairs of general public interest which affect or may affect public interest, society, an identifiable interest group or the universe generally.

4.30 Mutiny, military uprising, insurrection, revolution, rebellion or acts arising out of the declaration of martial law, state of emergency or siege, or any other event or cause which determines the declaration or maintenance of martial law, state of emergency or siege.

4.31 War, invasion, act of foreign enemy hostilities, or warlike operations (whether war be declared or not) or civil war.

4.32 The act of any lawfully established authority in controlling, preventing, suppressing, or in any way dealing with any occurrence referred to in clauses 9.25 to 9.31.

4.33 Nuclear weapons or material, ionizing, radiation, or contamination from any nuclear waste or from the combustion of nuclear fuel.

4.34 Any activity or attempt to perform or bring about any of the above.

9.40 Tax Assist, we will **not** provide assistance in whatever form.

Yours Faithfully



Managing Director

Doves Life Assurance

CLIENT DECLARATION

I,....., the applicant, hereby agree that this application and declaration together with any other statements and/or declaration made by me shall be the basis and form part of the contract between me and Doves. I have read and fully understood the terms and conditions of this contract and agree to be bound by them.

APPLICANT'S SIGNATURE _____

DATE _____