

OUR SERVICE TERMS AND CONDITIONS

Our legal aid policies are subject to the following terms and conditions which bind all members:

1. What is Legal Cover

Legal Cover is, in all cases requiring the services of a Legal Practitioner up to the cover limit prescribed.

2. Society's Obligations

The society shall pay legal fees due to the lawyers only for services rendered on behalf of the subscribing member, dependants and beneficiaries upon receipt of the third subscription and attainment of full membership

3. Waiting Period

There is a three (3) calendar months waiting period before one becomes a full member and accesses legal services provided they are fully paid up. Take notice that the Society will assume the risks of settling claims upon attainment of full membership

4. Will Writing

Free will writing is done upon registration for our clients and their chosen relatives, friends, etc. but they shall be entitled to pay a negligible fee for administration and registration costs.

5. Cover Limit for individuals

The cover limit for all packages shall be per case and every individual policy is limited to two (2) cases per year

6. Cover Limit for Corporates

Cover limit for corporates shall be per annum for an unlimited number of cases as long as they are still within prescribed limit.

7. Arrears for More Than Six Months

Any clients whose premium payments are in arrears for not more than six (6) months shall make good on such arrears and make a three (3) month advance payment before any claim can be considered.

8. Automatic Lapse of Policy

If member fails to pay his/her subscription for more than six (6) consecutive months, the policy shall automatically lapse and no legal services shall be offered to the member by the Society. If one wishes to continue with the policy, they shall reapply and there shall be no premium refunds for policies that would have lapsed.

9. Waiver of Waiting Period for Group Schemes

Approved immediate Legal Aid Cover (waiver of waiting period) is upon receiving of first subscription for Group Schemes. Group status shall be granted at the discretion of the Society to employees when at least 50 % of an estimated number of employees per establishment with more than 50 employees join the Society. The minimum number before group status is granted shall be at least 25. Take note that this benefit will not apply to members with pending cases

10. Policy Commencement

All policies shall commence upon receipt of the first subscription of a member

11. Retirement

Upon retirement, members shall be expected to contribute half of the premiums for the next three (3) years and there after the policy matures and the members will receive Full cover for as long as they live. Members should notify the Society of their retirement. This benefit only applies to the subscribing member and their beneficiaries and not the dependants. Our approved retirement age shall be 60 years and the person concerned should have been a member for at least 3 years

12. Death or Medical Incapacitation

Upon death or medical incapacitation of the subscribing member who would have contributed for at least 36 months, beneficiaries and not the dependants shall enjoy full cover for one year without contributing and there after renew or apply for membership.

13. No Claim in Three (3) Years

If no claim has been made within three (3) years (36months) of continuous area free contribution. A member on the fourth anniversary be entitled to enjoy double the cover limit in his/her membership. This benefit is meant to reward members who would have been consistent and never accrued arrears within the (3) three year period.

14. Areas not Covered

Members should take note that the society shall not be responsible for paying fees or costs such as bail fines, Capital gains tax, stamp duty and any other statutory fees , company registration costs, transport, summons costs and any other non-service fees. The Society is responsible for settling service fees only

15. How Members will be served

Member shall be served by the Society's nearest branch office as well as by lawyers within the same jurisdiction. For the avoidance of doubt, the nearest branch to member shall be determined by their place of registration and transport costs will be charged within the same jurisdiction.

16. Pending Cases

Society's schemes do not cover cases / disputes which occurred before one became a member of the Society and / completes the three (3) months waiting period. Members with pending cases will be assisted by the Society's Lawyers at the existing negotiated rates depending on the nature of the case.

17. Making Claims

Services shall only be rendered upon completion of a claim form by the subscribing member at the nearest branch. No beneficiary or dependent shall make a claim independently without the written consent of the subscribing member

18. Waiting Period for Policy Upgrade

There shall be three (3) calendar months waiting period for member who wish to upgrade their policies before they become covered by the new scheme for new cases only. Any down variation after making a claim shall be allowed after 24 calendar months of subscribing to the policy that the member would have originally applied for.

19. Payment of Subscriptions

Subscriptions are paid monthly in advance, Subscriptions fall due by the **1st day** of every month. A member shall be considered to be in arrears if he/she fails to pay by the **10th day** of the month.

20. Membership after a Claim

Where a member has made a claim, he / she shall be obliged to continue with his /her membership for the next three (3) years (36 months) after such a claim and cannot resign from the Society, accrue any arrears, or let his/her policy lapse. A breach of this policy shall automatically result in a client being automatically liable for the legal fees claimed.

21. Member in Need of Legal Services

A member in need of legal services shall be obliged to FIRST approach the Society's nearest office in Zimbabwe and it shall be the prerogative of the Society to refer a member for legal assistance to any of the Society's network of lawyers who are contracted to offer services to our members at negotiated rates.

22. Access of Legal Services not Referred by the Society

No payments shall be made by the Society on behalf of a member who decides to access legal services from other providers not referred to by the Society. Only members on Flexi Plan Scheme have the prerogative to choose lawyers of their choice

23. Refunds on Cancellations

No refund shall be given to a member who cancels or withdraws his /her membership unless deductions were effected in error

24. Specialized Non-litigious Work

For specialized non-litigious work like conveyancing, notarial work, company registration, name change, cessions, deceased estates, a core payment shall be required because of the nature of the work involved. The core payment will vary with the nature of the case and shall not exceed 60% of either total fees as regulated or the smallest cover limit

25. Review of Policy Terms & Conditions

The society reserves the right to review these policy terms and conditions from time to time and to increase the service charges and subscriptions at any time. Member shall be notified of these changes by Public Notifications, Text messages or Email after which changes shall become binding to all members.

26. Policy Application

The policy shall be applicable in Zimbabwe only

27. Dispute Between the Society and Member

If any genuine dispute arises between the Society and a member, either parties shall have the discretion to refer the matter for mediation before arbitration if deemed appropriate

DECLARATION

I certify that all information given on this application and in support there of is true and correct and I understand that if the information should prove to be incorrect, Golden Knot reserves the right to decline the application or discontinue the relationship. I undertake to provide all documents requested by Golden Knot and to update all records in the event of change of any personal details. I acknowledge that my attention has been drawn to the service terms and conditions contained herein and undertake to abide by these in Golden Knot's right to summarily terminate the related service if it is not conducted satisfactorily.

SIGNATURES

PRINT NAME: _____

SIGNATURE: _____

DATE: _____

