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Because financial protection

SHILDSHARE LEGAL GUARD COVER TERMS AND CONDITIONS

This Legal Guard Cover product is a microinsurance product issued in terms of the Insurance Act [Chapter 24:07] and regulated by the Insurance and Pensions Commission of Zimbabwe.

This document sets out the terms and conditions of the Legal Guard Cover offered by ShildShare Microinsurance (Private) Limited, the "Insurer," to its Customers.

Please read and fully understand each clause set out in these terms and conditions. These terms and conditions may be changed at the Insurer's sole discretion, subject to notice to Customers and approval by the regulator where required.

The Insurer will notify Customers by SMS of any amendments to these terms and conditions and ensure that they are available at all customer service touch points and on the official website. Any Customer who does not accept the changes to the terms and conditions of this agreement shall notify the Insurer in writing within thirty (30) days of posting of the amendments at the customer touch points, and such notification shall be deemed to constitute termination of the insurance policy with effect from the date on which the new amendments take effect. Any amendment shall not prejudice benefits already accrued or claims arising in respect of events occurring prior to the effective date of the amendment.

When a Customer registers for the Legal Guard Cover, the Customer must know and fully understand the terms and conditions set out in this document. Confirmation of registration means that the Customer agrees to abide and be bound by these Terms and Conditions in respect to the Legal Guard Cover.

1. Definitions

1.1 Appraiser means an independent expert engaged by the Insurer to review any repudiated claim, conflict or dispute.
1.2 Applicant is an individual or entity who has expressed interest in being covered under ShildShare products.
1.3 Claim means a request for a benefit under the policy, including legal assistance, representation, or any other covered service.
1.4 Commencement Date means the policy inception date.
1.5 Cover means the promise made under this agreement by the Insurer to provide legal cover and related legal assistance services in return for a premium.
1.6 Customer means the individuals or entities who have access to the ShildShare products.
1.7 Dependant means a spouse or child covered under the Policy, subject to the terms of this agreement.
1.8 Grace Period means a maximum of fifteen (15) days from the due date within which the Premium should be paid, after which the Policy will automatically lapse or close.
1.9 Legal Practitioner means a registered, qualified lawyer with a current practicing certificate as per the register maintained by the Law Society of Zimbabwe.
1.10 Microinsurance System (MS) means the system which manages the ShildShare insurance services.
1.11 Policyholder means the person or legal entity who owns the Policy and is entitled to exercise all rights under it.
1.12 Policy means the ShildShare Legal Guard Cover contract between the Insurer and the Policyholder.
1.13 Policy Package means the ShildShare Legal Guard Cover options available for selection by the Customer.
1.14 Policy Term or Duration means the period of time for which the Policy is valid and the Cover is active.
1.15 Premium means the amount in United States Dollars, Zimbabwe Dollars, or any other currency as may be prescribed by the Government of Zimbabwe that the Policyholder is required to pay every month.
1.16 Insured means a person covered under ShildShare Legal Guard Cover.
1.17 Material Fact means any fact or circumstance which may materially affect the risk insured.

2. Registration for Individual Policies

2.1 ShildShare Legal Guard Cover provides cover for legal aid services in the event of a covered legal matter.
2.2 To register for the ShildShare Legal Guard Cover, the Customer must be aged between 18 and 65. A policyholder who attains the age of sixty-five years while the Policy is in force may continue cover, subject to payment of premiums and these Terms and Conditions.
2.3 Registration shall be completed through ShildShare-approved customer service touchpoints by completing a proposal form, or through ShildShare-approved digital channels, or by any other means acceptable to the Insurer.
2.4 In order to qualify for ShildShare Legal Guard Cover, a Customer may be required to confirm certain personal information, which may be obtained from partner databases. By registering for ShildShare Legal Guard Cover, the Customer consents to ShildShare Microinsurance (Private) Limited accessing and using their registration details, including the following:
    i) Forename(s) and Surname;
    ii) Identity number;
    iii) Gender; and
    iv) Date of birth.
2.5 Before a Policy can be issued the Customer has to complete the registration process which includes confirming the personal details listed in clause 2.4, selection of the preferred ShildShare Legal Guard Cover Package and payment of the initial Premium.
2.6 A Customer may only be covered once under the ShildShare Legal Guard Cover, whether as a Policyholder or as a Dependant.
2.7 By completing the registration process, a Customer confirms acceptance of these terms and conditions. Premiums may be paid in cash at ShildShare-approved customer service touchpoints or electronically through approved payment channels.
2.8 A Policyholder may cover a legal spouse and up to four (4) children under the age of twenty-one (21) years as Dependants, subject to payment of the applicable premium per head.

3. Policy Commencement Date and Duration

3.1 The ShildShare Legal Guard Cover is effective as of the Policy Commencement Date.
3.2 The Policy Commencement Date is calculated as follows:
    i) If a Customer registers between the 1st day of the month and the 15th day of the month (inclusive), the Policy Commencement Date shall be a date in that same month on which the first Premium is successfully collected.
    ii) If the Customer registers between the 16th day of the month and the end of that month, the Policy Commencement Date will be the 1st day of the following month.
3.3 The first Premium shall be collected upon registration through any means as agreed upon with the Insurer.
3.4 Following the first Premium payment, the subsequent premiums shall be due by the 1st day of each month of cover.
3.5 Cover lasts for one calendar month.
3.6 The Policy is renewable by collection of premiums through any means as agreed upon with the Insurer.
3.7 A policyholder may cancel the Policy by giving 30 days' notice at an approved ShildShare Service Centre with proof of identification.
3.8 The Policy is terminated on cancellation by the Policyholder, lapse of Cover, or any other arrangement agreed between the Insured and the Insurer.
3.9 A waiting period of three (3) months shall apply from the Policy Commencement Date in respect of covered legal matters. No Claim shall be payable for any matter arising during the waiting period, except where the Insurer agrees otherwise in writing.

4. Changes in Packages

4.1 The Policy changes shall become effective on the following days:
    i) If the change is made between the 1st day of the month and the 15th day of the month (inclusive), the change will be effective in that same month.
    ii) If the change is made from the 15th day of the month to the end of that month, the changes are effective from the 1st day of the following month.
4.2 If the Policyholder elects to increase his/her Cover, to any package the benefits will be paid as follows:
    i) If the claim arises from a matter that occurred before the new cover level takes effect, the previous cover level will apply for three calendar months after which the new Cover level will take effect.
    ii) If the claim arises from a matter that occurs after the new cover level takes effect, the new cover level will

apply.

4.3 If the Policyholder elects to decrease his/her Cover, the new Cover level takes effect as per clause 4.1 regardless of whether the claim arises before or after the change date.

5. Policy Packages, Benefit and Premium

5.1 There are four Policy Packages that are available to Customers.

Policy Package	Annual Cover Limit	Individual Cover Premium	Family Cover Premium
Bronze	$ 600	$ 5.00	$ 10.00
Silver	$ 1,000	$ 10.00	$ 15.00
Gold	$ 1,700	$ 15.00	$ 20.00
Platinum	$ 2,000	$ 20.00	$ 25.00

5.2 Customer may join by any other means accepted by the Insurer or be added as a Dependant.

6. Scope of Cover

The Policy provides legal cover, subject to the applicable Policy Package, limits, exclusions and conditions, for the following matters:

i) workplace-related disputes between the Insured and the Insured's employer;
ii) disciplinary proceedings before a recognised and lawful tribunal;
iii) discrimination in the workplace on grounds including sex, race, religion, political persuasion and similar protected grounds;
iv) civil, criminal and labour matters, subject to the exclusions in these Terms and Conditions;
v) claims made against the Insured in the civil courts of Zimbabwe;
vi) contractual damages and disputes arising from contractual obligations;
vii) access to personalised legal documents and contracts;
viii) bail assistance of up to USD100 for minor criminal offences, which amount shall be deducted from the applicable cover limit; and
ix) such other legal matters as may be expressly stated in the Terms and Conditions or approved by the Insurer.

7. Criminal Matters

i) The Policy may provide limited cover for certain criminal matters, subject to the applicable Policy Package, limits, exclusions and conditions.
ii) Cover for criminal matters is limited to non-serious offences and such other criminal matters as may be expressly stated in these Terms and Conditions.
iii) The Policy does not cover serious offences, admission-of-guilt fines, traffic fines, repeat offences within the applicable look-back period, or any criminal matter expressly excluded in these Terms and Conditions.

8. Exclusions

The Insurer shall not be liable for any Claim arising from or relating to:

i) marital, family and relationship disputes, including divorce, maintenance, custody, adoption, guardianship, paternity, visitation, and related proceedings;
ii) defamation, insult, verbal abuse or any infringement of personality, reputation or dignity, except where the Insured is defending a claim brought against them;
iii) business and commercial activities, including trade, professional, fiduciary, landlord, shareholder, director, partnership, company, tax, intellectual property, and other business-related matters;
iv) matters where the Insured has no direct proprietary or financial interest;
v) matters with no reasonable prospect of success;
vi) matters where the material facts giving rise to the cause of action arose outside the insured period;
vii) non-contentious matters that can reasonably be resolved through an administrative or impartial forum without legal representation;
viii) administration of estates, trusts, insolvency, liquidation, sequestration, rehabilitation, winding up, and related

matters, unless expressly covered;

ix) class or collective actions;

x) claims arising from riots, strikes, lockouts, labour disturbances, civil commotion, political violence, war, insurrection, rebellion, martial law, state of emergency, nuclear events, or similar occurrences;

xi) any claim against ShildShare, or any dispute arising out of this Policy or against ShildShare's employees, agents or service providers;

xii) any matter brought vexatiously, maliciously, or for revenge

9. No Claim Bonus

9.1 Where the Policyholder has maintained continuous cover for three (3) consecutive years without any Claim being admitted during that period, the Insurer may, at its discretion, grant a cashback credit, renewal discount or such other benefit as the Insurer may determine.

9.2 The cashback benefit shall be payable only once, shall not be transferable, and shall not be payable where the Policy was lapsed, cancelled, or reinstated during the three (3) year period.

9.3 The Insurer reserves the right to amend, suspend, or withdraw the No Claim Bonus on notice to the Policyholder.

10. Dependants

10.1 A Policyholder can cover the following family members as Dependants directly under their policy:

i) Spouse;

ii) Biological or legally adopted children under twenty-one (21) years of age.

10.2 All Dependants under the Policy shall be treated in their individual capacities for Premium payments, exclusions and all other terms of the ShildShare Legal Guard Cover.

10.3 Dependants may be transferred between Policyholders subject to the Insurer's approval and where insurable interest exists.

10.4 Insurable Interest

10.4.1 The Policyholder must have an insurable interest in the life of any Insured person covered under this Policy at the time of registration.

10.4.2 Insurable interest is deemed to exist where the Insured is:

i) a Dependant as defined in clause 2.8; or

ii) someone on whom the Policyholder has a recognised financial, legal, or familial responsibility.

10.4.3 The Insurer reserves the right to request proof of insurable interest at any time and may decline cover or terminate the Policy where such insurable interest cannot be reasonably established.

11. Premium Payment

11.1 Cover is for legal aid services provided the Premiums are paid in accordance with the rules below:

i) The first Premium is due upon registration, while the Premiums that follow thereafter are due on the 1st day of each month.

ii) Premiums may be paid in cash at ShildShare-approved customer service touchpoints, by bank deposit, electronically through other approved payment channels, or by any other means as may be advised by the Insurer.

iii) The Insured shall bear all transaction costs associated with the payment of premiums.

iv) The full Premium amount must be paid by the end of the collection period. Partial payments will not be accepted.
There will be no Claim settlement if the Policy has lapsed.

12. Lapse and Revival of Cover

12.1 The Policy will lapse on the 15th day after the Premium Due Date if the Premium is not paid by the aforestated date.

12.2 A lapsed Policy can be re-instated upon payment of the Premium.

12.3 Where a Policy is reinstated, no claim shall be paid for matters that arose while the Policy was lapsed, up to a maximum of three months following the reinstatement of the Policy.

12.4 The Policy shall not have a surrender value nor a paid-up value.

13. Notice Period for Premium Increase

13.1 Sixty (60) days' notice will be given by the Insurer for any increases in Premium. The premium increases will be approved by the regulator.

14. Misrepresentation and Fraud

14.1 Any misrepresentation or non-disclosure of a Material Fact by the Insured may result in the Policy being cancelled, a Claim rejected or the Policy being voided from inception without any refund of Premiums.
14.2 Any fraudulent act used to obtain any benefit under the Policy by the Insured, Policyholder or Claimant may render the Policy cancelled or void from inception and any claim or Premiums paid in such event will be forfeited
14.3 The Insurer reserves the right at their sole discretion to investigate any suspected fraudulent claim or misrepresentation.

15. Changes in the Policy

15.1 Any changes to the Policy must be done at an approved ShildShare Customer Service touch point with proof of identification.
15.2 Such changes are limited to:
i) Change of contact details; and
ii) Corrections of any personal details on the Policy.
15.3 There can be no change in the identity of the Insured on a given Policy other than official changes in name, in accordance with the Zimbabwean registration laws.
15.4 A cancelled Policy can never be reinstated. An applicant will have to make a new application for a new Policy.

16. Claims Procedure

16.1 A claim must be submitted as soon as reasonably practicable after the Policyholder, Insured or Claimant becomes aware of the legal matter giving rise to the Claim.
16.2 Where the Claim arises from litigation or threatened litigation, the Insurer must be notified as soon as reasonably practicable and in any event within three (3) days of receipt of any summons, charge sheet, notice, letter of demand, or other legal correspondence.
16.3 Claims submitted after one hundred and eighty (180) days from the relevant legal matter or receipt of legal correspondence will be assessed individually at the discretion of the Insurer.
16.4 In addition to a fully completed ShildShare Claim form, certified copies of all documents reasonably required by the Insurer must be provided, including any summons, pleadings, charge sheets, letters, notices, contracts, correspondence, or other supporting documents relevant to the Claim.
16.5 The Claimant may be required to provide proof of identity, proof of the Policy, and any other information reasonably requested by the Insurer. Failure to provide such proof may result in delay, withholding, or rejection of the Claim.
16.6 The Insurer may request further information, clarification, or additional documentation before admitting or determining any Claim. Submission of a Claim form shall not in itself constitute admission of liability by the Insurer.
16.7 The Insured may appoint their own Legal Practitioner, provided that any legal costs, fees or disbursements shall only be payable or reimbursable by the Insurer to the extent approved in advance by the Insurer and within the applicable Policy limits.
16.8 The Insurer shall not be liable for any legal costs incurred without its prior approval, except where otherwise agreed in writing.
16.9 Any benefit or approved legal cost shall be paid in cash, bank transfer, mobile money, or such other method as may be approved by the Insurer.
16.10 A Claim may be completed by a family member or other authorised person on behalf of the Claimant where the Claimant is unable to do so, provided the information supplied is true, accurate and complete.

17. Repudiation of Claims, Conflict and Dispute

17.1 In the event of a repudiation by the Insurer of a Claim or portion of a Claim hereunder, and after receiving a written objection from the Claimant within thirty (30) days after such repudiation, the decision shall be reviewed by an Appraiser. The Appraiser's view will not be binding on the Insurer but may serve as a basis for a reappraisal of the decision to repudiate.
17.2 In the event of the Claimant not agreeing with the Insurer's reappraisal, the Claimant will notify the Insurer in writing within thirty (30) days.
17.3 Thereafter the matter shall be referred to arbitration by the Insurer in terms of the relevant legislation, within a period of 60 (sixty) days.
17.4 The customer may also refer any grievances to the regulator.

18. Limit of Liability

18.1 Any Claim brought under this Policy shall be limited to the benefit set out in the applicable Policy Package and shall not exceed the annual cover limit or any other applicable limit stated in these Terms and Conditions.

18.2 The Insurer shall not be liable to pay any amount in excess of the applicable cover limit, even where the actual legal costs or losses exceed such limit.
18.3 No Claim shall be payable where the Policy has lapsed, has been cancelled, or where the Claim falls outside the scope of cover or an applicable exclusion.

19. Communications

19.1 The Insurer is entitled to send any written communication to the Policyholder or Insured in the manner it deems most expedient, including by SMS, email, or through other means such as the ShildShare website. Communications sent in these ways shall be deemed duly delivered and legally effective.

20. Data Protection and Privacy

20.1 The Insurer is committed to protecting the personal information of Customers and ensuring that such information is collected, processed and stored in a secure and lawful manner.
20.2 The Insurer shall collect and process personal information necessary for the administration of the Policy, including underwriting, claims processing, customer support and compliance with legal and regulatory requirements.
20.3 The Customer consents to the Insurer collecting, using, storing and processing their personal information for purposes related to this Policy.
20.4 The Insurer may share personal information with:
i) Regulatory authorities;
ii) Authorised service providers and partners;
iii) Claims assessors and administrators;
where necessary and in accordance with applicable laws.
20.5 The Customer has the right to:
i) Access their personal information;
ii) Request correction of inaccurate information;
iii) Object to certain types of processing;
iv) Withdraw consent, subject to legal and contractual limitations.
20.6 Failure to provide required personal information may result in delays or inability to provide services, issue a Policy, or process Claims.
20.7 The Insurer shall implement appropriate technical and organisational measures to safeguard personal information.

21. Territorial Limits

21.1 Cover under this contract is restricted only to causes of action arising in Zimbabwe and falling within the jurisdiction of Zimbabwean courts. All claims under this policy are payable in the prevailing currency of Zimbabwe.

22. Jurisdiction Clause

22.1 In the event of any dispute arising pertaining to interpretation of or enforcement of this contract, the Courts of Zimbabwe shall have jurisdiction over the matter.

23. Condition Precedent

23.1 Strict compliance by the Policyholder and Insured with the provisions, conditions and terms of this contract shall be a condition precedent to liability on the part of the Insurer.

24. Claims

24.1 If the proposal or declaration of the Policyholder is not true in any respect, or if any claim is fraudulent or substantially exaggerated, or if there is non-disclosure of a material term or there exists any false declaration or a false statement is made in support thereof, then this contract shall be void and the Insurer shall not be liable to make any payment in terms hereof.

25. Whole Agreement

25.1 These Terms and Conditions shall constitute the sole agreement between the Insurer and the Insured.
25.2 No contrary representations or agreement to amend the Terms and Conditions shall be of any force or effect unless reduced to writing and signed by someone specifically authorized thereto in writing by the Insurer.