

SSC NO:.....

SUSTAINABILITY SERVICES APPLICATION & AGREEMENT



"SOLVING YOUR LEGAL NEEDS"

ERF 2115, 45 BAHNHOF TREET, INVESTMENTS BUILDING

MONTHLY SERVICE AGREEMENT ENTERED INTO BETWEEN

AND

CLIENT NAME:.....EMPLOYER.....
PHYSICAL ADDRESS
OCCUPATION.....GENDER.....
POSTAL ADDRESS:..... Email dress:.....
FAX NO:..... MOBILE:..... WORKTEL:.....
SIGNATORY ID NUMBER:..... CONTACT TEL: 1..... 2.....
SOCIAL SECUIRY NUMBER:..... BASIC SALARY NOTCH:.....
EMPLOYMENT DURATION:.....EMPLOYEE NO:..... INDUSTRY:.....
BENEFICIARY NAME:D.OB. /ID.....RELATIONSHIP.....

SUSTAINABILITY BENEFIT

Table with 3 columns: SALARY CATERGORY (BASIC), DEDUCTION RATE, CHOSEN/ TICK. Rows include salary ranges from 500-1500 to 10501-CEILING with corresponding deduction rates.

PAYMENT METHOD (SELECT): _____DEBIT _____STOP ORDER _____DIRECT DEPOSIT _____OTHERS

Due to costs associated with dealing in cash, ONLY debit orders or stop orders and direct deposit are accepted as payment

DEBIT ORDER AUTHORITY AND MANDATE: This signed Authority and Mandate refers to present contract, client herewith consents bank debit order in the amount as chosen above which shall be in force for the duration of this agreement or until cancelled in writing. I authorize Kamuvare Legal Services CC or its agent to collect against my account in terms of this agreement commencing as indicated below.

ACC HOLDER FULL NAME:..... ID:.....

BANK NAME:..... BRANCH NAME:..... Branch Code:.....

ACC NO:..... TYPE OF ACCOUNT:.....

I AUTHORIZE MONTHLY DEBITS ON MY ACCOUNT COMMENCING DATE:..... ACC HOLDER SIGNATURE:.....

Debit Amount: N\$ Debit date (select); ___30th ___7th ___15th ___25th of each month.

SERVICE AGREEMENT EFFECTIVE DATE SIGNED AT:.....on thisday of20...., signatory certifies that information herein provided is true and correct and has read and understood the terms and conditions of service which are binding on all parties. This is a binding service agreement; client has full access to services upon payment of all the premiums been received The maturity of this service is 6 six month and payment is received consecutively on monthly basis, failure for debit an a fee of N\$ 30.00 shall apply.

TERMS & CONDITIONS ACCEPTED:.....

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Signature of CLIENT OR REPRESENTATIVE

Signature of KLS REPRESENTATIVE

FULL NAMES:.....

FULL NAMES:.....

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1. Preamble

The Kamuvare Legal Services CC (Namibian registered company undertakes to pay the sustainable benefit to the person(s) entitled to receive it. The purpose of this agreement or benefit is to elevate the destitute client of the benefit deprived conditions as mentioned in this agreement.

These Terms and Conditions, Schedule, the application form, the quotation and any documents and information specified by Kamuvare Legal Services CC as part of the Benefit, provided to you and accepted by Kamuvare Legal Services CC. The application, other documents and information may be electronic, paper or voice recorded.

2. Commencement of cover

Your cover will commence after the anniversary of this agreement and all payments had been paid in full and up to dated.

Commencement of Cover in respect of non-contractual changes to Cover

In the event of any voluntary change in Cover for which provision has not specifically been made in this contract, your cover commence only after Kamuvare Legal Services CC has notified you (on paper or electronically) of its acceptance of your application and after Kamuvare Legal Services CC have received the first premium.

In the case Kamuvare Legal Services CC imposing activity loading(s) and/or additional exclusion(s), your cover commence only after you have accepted the loading(s), and/or exclusion(s), in the manner as required by Kamuvare Legal Services CC, and Kamuvare Legal Services CC has received the first premium.

3. Non- payment of Premiums

If a premium has not been paid within thirty-one days of its due, your benefit will not cease automatically, you shall be conducted for the update of your premium unless you have agreed with Kamuvare Legal Services CC that will defer payment of premiums to a future date, and keep your Benefit in force up to that date, should the payment not receive within three month such benefit will cease automatically.

If your Benefit ceases you may apply to have your Benefit revived. Certain terms may apply which Kamuvare Legal Services CC will provide at the time. In the event of revival your Benefit will continue.

4. Currency

Premiums and benefits are payable in Namibian currency at Kamuvare Legal Services CC head office in Windhoek or direct deposit or EFT, debit orders, stop orders.

5. Cession / Transfer

You may not cede or transfer your benefit.

6. Loan and Cash Values

Your Benefit cannot be:

- Used as security for a loan from Kamuvare Legal Services CC; or
- surrender for a cash value
- This benefit can also not be loan by the member

7. Benefit covered for;

- Dismissal
- Liquidation (change of ownership of a company and client is unwanted by the new employer.)
- Retrenchment Benefit
- Retirement Benefit
- Death Benefit

- Permanent disability
- Termination of contract by operation of law.

Such benefit will only be paid out for a period of three month consecutively of a basic salary, or if there is any factor affecting the payment identified by Kamuvare Legal Services CC, then it will be paid after two month.

8. Death Benefits

- On **death** of the member Covered, the Cover Amount applicable at date of death will become payable to the beneficiary of the client.

9. Payments

Payments are payable in advance on the basis reflected in the agreement. The first payments are due on the Premium Due Date. Thereafter premiums are due on the same day every following month or year unless an agreement has been concluded between yourself Kamuvare Legal Services CC as referred to in the non-payment of premiums section.

9. Compulsory Increasing Premium

This section only applies if you have chosen the Compulsory Increasing Premiums options. On each salary increase anniversary of the second month. If the client did not assist for the increment of the premium, the claim will be paid according to the current premium at the salary rate reflecting in the agreement. Kamuvare Legal Services CC shall be entitled to round up the premium if need being. These increasing premiums are obligatory under your benefit. Kamuvare Legal Services CC may review the client salary category as it deem fit by conducting the client covered. The client has the discretion to approach the office and complete an increment form.

10. Claims

Kamuvare Legal Services CC will enquire evidence of the of benefits claim for as per the benefits cover and will specify its requirements. This includes evidence not in the possession of the person entitled to receive the benefit. Kamuvare Legal Services CC may call for further evidence in order to assess the claim.

Unless Kamuvare Legal Services CC agrees otherwise:

- Other evidence must be submitted by the client that render possible more evidence for the claim;
- If considered by Kamuvare Legal Services CC to be necessary, the client(s) entitled to receive the benefit must make him or herself available to Kamuvare Legal Services CC office or agents for claims approved by Kamuvare Legal Services CC. When and where so requested by Kamuvare Legal Services CC. The cost will be met by the person(s) entitled to receive the benefit.

Failure to comply with Kamuvare Legal Services CC requirements will result in the claim being repudiated.

Kamuvare Legal Services CC is entitled to cancel your Benefit if a claim is submitted and such claims determined by Kamuvare Legal Services CC to be based on fraud and shall be rejected by Kamuvare Legal Services CC on the ground of fraud. If this happens no benefit will payable and premiums received prior to cancellation will not be refunded. No claims will be assess before the maturity of the claim.

11. Cessation of your Benefit

Your Benefit ceases on the earliest of:

- The death of the client covered;
- The Cover End Date, where a calendar Cover End Date is applicable; or
- When payments has been made accordingly to the client/beneficiary for the period of three month only.

12. Exclusions

The benefit shall not be payable if the death of the client Covered is brought about accelerated by:

- Whereby the agreement of the client had not matured as per agreement, of 6 months.
- Whereby the substantial evidence of the client covered is not produce.

13. Cessation of claim payments

Kamuvare Legal Services CC will cease the claim payments of the client Benefit should Kamuvare Legal Services CC have enough evidence to proof, if the client is engage with new employer and does not notify Kamuvare Legal Services CC office of its new employment, with an option of advising the client to continue with his/her premium and if necessary which to adjust Premium then the client can do so:

14. Change in Occupation/ employment

You must inform Kamuvare Legal Services CC if the client Covered is no longer engaged in his or her occupation and have change of employment, and such client will inform Kamuvare Legal Services CC. If you fail to inform Kamuvare Legal Services CC of the above, Kamuvare Legal Services CC may decline your claim and your Benefit may cease, and if no payments has been received. Should notification has been made the benefit will continue automatically hence payments is received.

15. Risky Activities

You must inform Kamuvare Legal Services CC should the member Covered start participating in any risky activities on a recurring basis, which may expose the member Covered to higher the average risk of injury.

If you fail to inform Kamuvare Legal Services CC of the above, Kamuvare Legal Services CC may decline your claim. If this happens premiums will not be refunded.

16. Cancellation

Whereby the client wish to cancel this agreement must do so in writing or may approach Kamuvare Legal Services CC office and complete cancellation application at no cost and all payments made on or before the maturity date will be forfeited.

17. Mode of payment

Claim processing of payment shall be effective after requested evidence had been produce and it is to the satisfactory of Kamuvare Legal Services CC. Claim payment will be paid according the agreement date, month when the first premium had been deducted, if it changes for whatever reason the discretion of claim payment is rested with Kamuvare Legal Services CC. Such payment will be made into the client bank account only and alternatively with the approval of the finance board. Should there be outstanding payment/premium not received the claim will not be paid out.

18. Payment Time frames

	21 DAYS AFTER EVIDENCE PRODUCE
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DISMISSAL BENEFIT	
LIQUIDATION BENEFIT	21 DAYS AFTER EVIDENCE PRODUCE LIQUIDATION LETTER OR OWNERSHIP CHANGES
RETRENCHMENT BENEFIT	21 DAYS EVIDENCE PRODUCE
RETIREMENT BENEFIT	21 DAYS UPON EVIDENCE PRODUCE
PERMANENT DISABILITES	21 DAYS UPON EVIDENCE PRODUCE
DEATH BENEFIT	21 DAYS AFTER DEATH CERTIFICATE AND ESTATE LETTER FROM THE MASTER OF THE HIGH COURT HAD BEEN PRODUCE
TERMINATION OF CONTRACT BY OPERATION OF LAW	21 DAYS UPON EVIDENCE PRODUCE

19. Maturity

The anniversary of the benefit is (6) six month, when all payments has been received and payments has been made consecutively, should payments not receive consecutively it renders the benefit to be delayed in terms of payments to the client/beneficiary.

20. Resignation

This benefit does not entertain resignation should the client resign on or before and after the maturity date of the benefit, no payment will be made to the client, such benefit will cease, should the client resign with the intent to go and start at another work, without the interruption of the payments such client will be covered, if any of the benefit incident manifest in the future.

21. Inflation rate

The inflation rate will be 2.5 % on each and every deduction per annum.

22. Social security number

The social security number of the client will be regarded as the client number of the client, should the client does not have a social security it is required that the client may be assisted by Kamuvare Legal Services for an amount of N\$100.00 only, and if the employer is not willing to deduct the client MSD and pay over to social security the client will be advice to such payment self, should the employer does not deduct.

23. Admin fee

The client will be liable for an admin fee of 10% which include bank charges, and the difference thereof will be paid into the client bank account.

24. Bank information

Direct deposit can be made into the following bank accounts,

**KAMUVARE LEGAL SERVICE
BANK WINDHOEK ACC NO: 8005411947 - CHEQUE**

NEDBANK ACC NO: 11990077217 - CHEQUE

STANDARD BANK ACC NO: 60002593652 – SAVING

SME BANK ACC NO: 02210808917 - SAVING

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