

STUDENT TERMS AND CONDITIONS

Contract entered into between
Insurance Academy of Botswana (Pty) Ltd trading as
Insurance Academy of Botswana and student

1. General

Please read the information contained carefully. The contents of this contract constitute the agreement between the student, his/her Guardian and Insurance Academy of Botswana.

2. The following documentation may be required to accompany the admission application:

- Copy of the applicant/student's ID book (if Botswana citizen);
- Where applicable, a certified copy of your BGCSE certificate (or equivalent) with passes in English and Mathematics (Please note that if you have a degree or diploma, you are exempt from this requirement. Please provide us with a copy of your degree or diploma)
- Where applicable, copy of Academic transcript from academic obtained from another tertiary education institution;
- Signed terms and conditions;
- Proof of payment or bursary letter on company letterhead;
- Additional documentation may be requested if you are an international student.

3. Fees

The student hereby agrees to pay the fees payable for the course(s) selected. Such fees will include admission fees, enrolment fees, assessment fees, course material fees and any other fees applicable to the course selected. Insurance Academy of Botswana reserves the right to increase published tuition fees. Insurance Academy of Botswana reserves the right to withhold access to myiAB and/or formative and summative assessment results until outstanding accounts are settled in full.

The student also hereby accepts that their personal information will be disclosed to the finance house/ other institution mentioned above under these circumstances.

3.1. *Payment of your fees*

3.1.1. If you are over 21 and will be paying the fees yourself, then you hereby declare that you:

- 3.1.1.1. Are legally bound to this contract;
- 3.1.1.2. Are responsible for the repayment of the entire debt; and
- 3.1.1.3. Accept all the terms and conditions of the agreement.

3.1.2. If you are under 21, then your parent, custodian or guardian:

- 3.1.2.1. Must sign acceptance of all the terms and conditions of this agreement;

- 3.1.2.2. Hereby accepts responsibility for the repayment of the entire debt; and
 - 3.1.2.3. Expressly waives the rights of excussion and division.
- 3.2. If a third party will be paying the fees for you, then:
- 3.2.1. If the third party is a business, then the business hereby:
 - 3.2.1.1. Warrants us that the signatory has the required legal capacity to enter into and be bound by these terms and conditions;
 - 3.2.1.2. Takes full responsibility for the repayment of the entire debt and accepts all the terms and conditions of the entire agreement; and
 - 3.2.1.3. Expressly waives the rights of excussion and division.
 - 3.2.2. If the third party is an individual, then the individual:
 - 3.2.2.1. Must sign acceptance of all the terms and conditions of this agreement;
 - 3.2.2.2. Hereby accepts responsibility for the repayment of the entire debt; and
 - 3.2.2.3. Expressly waives the rights of excussion and division.
- 3.3. The price payable will be submitted by the method you have indicated on your registration form.
- 3.4. All payments due in terms of this agreement will be paid on or before the last day of the month.
- 3.5. We are entitled to levy an administration charge of P35 per month, which you agree to pay, if fees are not paid on the due date.
- 3.6. ***What happens if you don't pay us on time?***
- 3.6.1. Where tuition fees are payable to Insurance Academy of Botswana in instalments, failure to pay any single instalment timeously shall result in the full balance becoming immediately due and payable.
 - 3.6.2. If you breach any of the terms of this agreement by failing to pay any instalment within 5 (five) calendar days after its due date, then we shall:
 - 3.6.2.1. Reserve the right to charge interest at the maximum permitted amount on all overdue accounts. The interest rate will be calculated from date of course to the date of actual payment;
 - 3.6.2.2. Reserve the right to cede the collection of fees to a debt collection house or other institution. In this regard, the term "Insurance Academy of Botswana" shall include such cessionary/ies. In such a case, the payment terms of the finance house will apply.
- 3.7. The student hereby agrees to be held liable for all legal costs on a scale as between attorney and client, including collection of commission charges and tracing agent costs from the date of hand over by Insurance Academy of Botswana to their attorneys for the recovery of any outstanding fees.
- 3.8. You shall be responsible for the cost of all letters, telephone calls, tracing fees, other collection costs and charges, including all legal expenses, incurred as a result of any breach of this agreement.
- 3.9. With the exception of corporate clients, no registration shall be deemed complete or accepted if payment is still pending.
- 3.10. **Ensure to use your Omang/Passport number/ invoice number as reference when making the payment.**
- 3.11. Proof of payment must be uploaded in the registration portal together with all other registration documents.
- 3.12. As it applies to any outstanding fees not settled within the invoice year, IAB reserves the right to charge an additional fee making up the difference between the fee rate set for the invoice year and the deferred year and you will be responsible for the payment of such additional fee together with the interest charge stated in 3.6.2.1.

4. Cancellation and Refunds

- 4.1. iAB reserves the right to cancel any course with insufficient numbers and will give five (5) working days' notice. A full refund will apply.
- 4.2. If iAB has to cancel due to circumstances beyond our control and is unable to give 5 days' notice then an alternative date/course will be offered prior to any refund.
- 4.3. Insurance Academy of Botswana must be informed of any requests to cancel this contract/agreement in writing with written notification from the student of such cancellation. Your registration may be cancelled before close of registration date at a cancellation fee of 20% of the full course fee. Should you wish to cancel your studies after close of registration date, it will be allowed at 40% of the full course fee, ie cancellation fee, provided that the first formative due date has not passed. Thereafter no cancellations will be considered.
- 4.4. You have the right to request cancellation of a course after enrolment , and all requests made in the following extraordinary circumstances will be considered at 40% of the full course fee:
 - 4.4.1. **Serious Medical reasons:** If the student has an illness or disability substantiated by a certificate from a registered medical practitioner stating that he or she may not continue studying, as it would adversely affect his or her health.
 - 4.4.2. **Death:** On production of a death certificate of the student or immediate family member.
 - 4.4.3. **Unemployment:** Where the student has been retrenched or unemployed for longer than a period of two months subsequent to enrolment.
 - 4.4.4. All cancellation applications must be channeled through the Administrator and must be accompanied by a duly completed and signed cancellation form. No verbal request for cancellation will be considered.
- 4.5. It is the policy of the Insurance Academy of Botswana that a registered student of the Academy shall be fully liable for the payment of all prescribed fees, even if he or she cancels his or her registration partially or in full, and leaves the Academy, irrespective of whether he or she has attended classes or not. The Academy considers applications for the refunding of fees and/or exemption from fees on the grounds of extraordinary circumstances.
- 4.6. Please note that students who opt to pay in installments will be fully liable for the full course fees even if they choose not to complete the course. Failure to pay the full fees will result in the students details being passed on to a debt collection agency and legal proceedings will then apply as per clause 3.6 of this agreement.
- 4.7. You will not hold iAB accountable for the decision that you make to opt out of the agreement with iAB.
- 4.8. If your application for a refund is approved:
 - 4.8.1. IAB will not process any cancellation request unless the cancellation administration fee has been paid and a cancellation application form has been submitted.
 - 4.8.2. Refunds are processed on the 25th of each month.

5. Credit approval

By completing and submitting the application form, the applicant authorizes Insurance Academy of Botswana to access any information available to assess his or her application, and also gives Insurance Academy of Botswana permission to conduct a credit check with any credit bureau or third party. The term "contract" is accepted provisionally based on the outcome of the credit check and Insurance Academy of Botswana reserves the right to decline the application if it does not comply with the Insurance Academy of Botswana credit policy or meet Insurance Academy of Botswana's credit -granting criteria.

6. Close of enrolment/registration

No enrolments/registrations will be accepted after the close of enrolment for a particular course/module. The student who misses enrolment for a specific course/module will automatically be registered onto the next available course/module.

7. Incorrect enrolment/registration

Should a student enrol/register for the incorrect course, the student has 5 (five) working days from date of enrolment/registration to contact the Insurance Academy of Botswana offices in order to change the course/module. No changes will be allowed 5 (five) working days after enrolment/registration. In those instances where the course has already commenced, NO CHANGES will be allowed. All changes must be communicated to the Insurance Academy of Botswana in writing with written notification of acceptance of such incorrect enrolment/registration.

8. Deferral

Students who have completed all their formative assessments and are unable to write the examination, may make application in writing to Insurance Academy of Botswana for a deferral of the examination to the next available examination date. Deferred examinations are granted to students prevented from taking or unable to take assessments as a result of serious illness, direct unexpected personal circumstances, death or the serious illness of a next-of-kin/ immediate family member on the day of/or immediately before or during the assessment. Deferral applications are referred to the Academic Committee, which considers each request on a case by case basis. Only the Academic Committee can approve or decline requests for deferrals. Your application must be received by the Academic Committee within 5 working days from the date on which you should have written the examination of the modules concerned. Applications for deferred assessments must be accompanied by original documentary evidence giving full details as to why you were unable to write the assessments.

9. Workshops/Contact classes

Insurance Academy of Botswana shall have the right at its sole discretion, to postpone or cancel workshops/contact classes in any course/module initially advertised and offered, on the basis of insufficient demand. Insurance Academy of Botswana further reserves the right to combine classes of a similar academic level and content. Insurance Academy of Botswana reserves the right to amend the timetable with notice to affected parties.

10. Legal Declaration of Indemnity

- 10.1. Neither Insurance Academy of Botswana nor any official employee or representative of Insurance Academy of Botswana acting in his/her capacity as such shall be liable for any damage arising out of:
 - i. the death, bodily harm, loss of health or illness of any student howsoever caused; and
 - ii. the destruction of or damage to any property owned by or in the custody of any student, howsoever caused.
- 10.2. The applicant hereby indemnifies Insurance Academy of Botswana against any claim made against Insurance Academy of Botswana in respect of any damage arising out of the fault of the applicant.

11. Attendance, submission and completion

- 11.1. A student has 14 (fourteen) weeks to complete each course. This can be extended to 20 weeks in the event that an exam retake opportunity has been granted. If unsuccessful, a student will need to re-register and the full course fee will be levied again. No negotiations regarding extensions will be entered into.
- 11.2. If a student is not able to attend an assessment date as scheduled, he/ she must contact the Insurance Academy of Botswana in accordance with clause 8.
- 11.3. If a student does not attend an assessment for which he/ she was scheduled and such a student is absent without a valid reason or a pardon, the non-attendance policies and procedures will apply. The Insurance Academy of Botswana will not provide such student with an alternate summative assessment date.
- 11.4. No extensions for submission of assessments will be granted without a valid reason or pardon.
- 11.5. A Student will be found competent if their overall mark for the course is above 50%. The overall mark is calculated as follows;
 - a. Formative assessments (assignments) contribute 30% to the overall mark; and
 - b. Summative assessment (exam) contribute 70% to the overall mark.
 - c. Students who fail to achieve a minimum mark of 40% in the final exam will be deemed to have failed the course and will be required to write the summative re-assessment even if their overall course mark is above 50%.

- 11.6. Note that an assessment will only be arranged in an outlying area should 15 or more learners attend the assessment. The main assessment centres are as follows: Gaborone and Francistown. A learner is welcome to cover the cost of travel, accommodation, the venue and of an invigilator, should the learner prefer to write in an outlying area.
- 11.7. iAB will not be held liable for any postal, mailing/ couriating of letters and/ or certificates and/ or material/ workbooks/ case studies. Letters will be e-mailed and certificates can be collected at iAB's Gaborone office. A student may instruct a courier to collect his/ her certificate/ documentation at his/ her own cost. iAB will not be held liable for any damages or loss of above mentioned.

12. Results

- 12.1. All results, assessed by our assessors, are subject to moderation, or internal audits/ verification.
- 12.2. A student's results can therefore be overturned by a Moderator/ Quality Assurer/ Auditor/ Verifier, at any time.
- 12.3. iAB will inform a student if any result is overturned, and the student herewith accepts the decision and recommendations of the Moderator/ Quality Assurer/ Auditor/ Verifier.

13. Re-Assessments

- 13.1. No re-assessment/re-submission opportunities will be granted for formative assessments/assignments.
- 13.2. Students will be given one exam re-assessment opportunity. This opportunity will only be given to students who have written and failed the initial exam. Students who do not write the initial exam will not be eligible for the exam re-assessment/re-take. Students who pass the initial exam will also not be eligible for the exam re-take.
- 13.3. Should a student miss the re-take opportunity for whatever reason, no other re-take opportunities will be granted to the student.
- 13.4. Should you be unhappy about your exam mark achieved please submit an application for re-marking request to our admin department. A P300 fee will be levied for remarking an examination. Students who submit a request for a re-mark will no longer be eligible for the exam re-assessment opportunity should they opt for the exam re-mark.
- 13.5. If you have already attempted an exam re-take on a specific paper, this would mean that you have accepted the 1st paper's result and a re-mark will not be granted. Note that you will have 5 days to appeal a result on a summative assessment from the day the result is released. Should you not appeal in this time frame you agree that the mark awarded will be final.
- 13.6. Late submission of formative assessments will be regarded as non-submission and the student will be given a mark of 0% for those assignments. Non-attendance of an examination will be regarded as an assessment opportunity granted to the student.
- 13.7. Students who do not attend the final examination will not be given another opportunity to re-take the examination.

14. Other

- 14.1. Refreshments will only be provided at a workshop if the workshop is marketed as such. No refreshments will be provided where no refreshments are not mentioned in the marketing material
- 14.2. Study material, assessments, as well as workshops will only be provided in English.
- 14.3. Viewing of summative assessments must be pre-arranged with the results department at least 10 (ten) working days in advance. No amendments to results will be made during the viewing session. If a student would like to refer the summative assessment for a re-mark, the clause on re-mark will apply.

14.4. Viewing of written summative assessment:

- a. A student will be able to view his/ her summative assessment if the viewing session is arranged with the Results Department within a reasonable time;
- b. The Results Department will formally book a viewing session with the student;
- c. The student may not make any notes during the viewing session;
- d. The student may not make a copy of the summative assessment.

15. Plagiarism

- 15.1. iAB emphasises integrity and ethical behaviour with regard to the preparation of all formative and summative assessments submitted for academic evaluation. Students who are found guilty of plagiarism by an assessor and supported by a moderator will forfeit all credits for the assessment(s) concerned.
- 15.2. In addition, the matter will be referred to:
 - a. The student's employer (direct manager) and the Human Resources representative of the student's employer, for disciplinary action to be taken;
 - b. The BQA/ NBFIRA, where applicable.
- 15.3. When a student is found guilty of copying and/ or plagiarism, the moderation and all other costs will be for the student's account and the credits /qualification will not be awarded to the student.
- 15.4. Plagiarism is considered a serious violation of iAB's regulations and may lead to termination of your enrolment with the Insurance Academy of Botswana, without any refund.
- 15.5. A student will be found guilty of plagiarism when he/ she extracts information from a book, article, web page or any other information source without acknowledging the source, and/ or pretends that it is his/ her own work. This does not only apply to cases where you quote verbatim, but also when you present someone else's work in a somewhat amended (paraphrased) format, or when you use someone else's arguments or ideas without the necessary acknowledgement. You are also guilty of plagiarism if you copy and paste information directly from an electronic source (e.g. website, e-mail message, electronic journal article, or CD ROM), without paraphrasing it or placing it in quotation marks, even if you acknowledge the source. You are not allowed to submit another student's previous work as your own. You are furthermore not allowed to let anyone copy or use your work with the intention of presenting it as his/ her own.

16. Additional Terms of Enrolment

- 16.1. No cancellation of this contract shall be of force or effect without written consent thereto by an **authorised** officer of Insurance Academy of Botswana;
- 16.2. Insurance Academy of Botswana is providing application forms and results letters electronically under certain circumstances. The parties recognize that data, documents and other information recorded on or transmitted as electronic media are subject to undetectable alteration, either intentional or unintentional, due to, among other causes, transmission, conversion, media degradation, software error, or human alteration. The definitive version of the documents in question is either the original printed version held by Insurance Academy of Botswana's Consultants or, where appropriate, the electronic version on Insurance Academy of Botswana's website. Insurance Academy of Botswana shall not be held liable for incorrect use of the data described or information contained on these pages.
- 16.3. The signatories hereto accept that Insurance Academy of Botswana shall have the right to vary the course syllabus at any time, without prior notification and without furnishing reasons. Insurance Academy of Botswana shall further have the right to alter timetables and course commencement dates in its own discretion;

- 16.4. Insurance Academy of Botswana shall have the right at its sole discretion, to postpone or cancel any course initially advertised and offered, on the basis of insufficient demand.
- 16.5. Insurance Academy of Botswana reserves the right to create and apply rules (including due performance requirements), and the student hereby agrees to be bound by such rules. Insurance Academy of Botswana reserves the right to exclude the student from assessments (without in any way detracting from the right of Insurance Academy of Botswana to recover fees payable), and to withhold a student's examination results or to dismiss him/her for failing to pay tuition fees or failing to comply with any rules, or the terms of this contract. The student and other signatories hereby agree to pay any and all tuition fees as and when they fall due to Insurance Academy of Botswana. When failure to do so results in legal or other action being taken by Insurance Academy of Botswana, the liability for all costs relating to such action will fall on any signatories to this contract other than Insurance Academy of Botswana, jointly and severally;
- 16.6. Where tuition fees are payable to Insurance Academy of Botswana in instalments, the failure to pay any single instalment timeously will result in the full balance becoming immediately due and payable without further notice;
- 16.7. Fees payable to Insurance Academy of Botswana comprise tuition, course material and enrolment fees for Insurance Academy of Botswana and do not include stationery or other items. Furthermore it shall be the student's responsibility to bear the cost of transport and specialised consumables used during the course, including but not restricted to specialised stationery, stock or textbook requirements;
- 16.8. The student is responsible for ensuring that he/she has been properly registered with any relevant external institute or examining body where applicable and that he/she has been registered for examinations with such institute or body;
- 16.9. In case of force majeure (unforeseeable/uncontrollable events), Insurance Academy of Botswana reserves the right to close the institution temporarily. While every effort will be made to resume operating as soon as possible, no warranties are made in this regard and no refund in fees will be made;
- 16.10. No relaxation, variation or indulgence granted by Insurance Academy of Botswana to the other signatories hereto in respect of this agreement shall constitute a waiver of any rights vesting in Insurance Academy of Botswana in terms hereto, and no reliance may be placed by the student or other signatory hereto on any statement or representation not contained herein;
- a. In the event of the signatories to this agreement, other than Insurance Academy of Botswana, having completed this form incorrectly, or the payment details herein not being in accordance with the requirements of Insurance Academy of Botswana, then such incorrect information or payment details shall be deemed to have been amended so as to be in accordance with the requirements of Insurance Academy of Botswana, without further notice;
- 16.11. The student MUST take into account all of the following factors which could impact his/her studies before committing to the timelines applicable to the modules he/she is registering for: personal circumstances, workload, internal work training, travel schedule, pregnancy and any other personal factors. No requests for date changes, deferrals or other concessions will be allowed based on these factors.
- 16.12. The student must abide by the iAB Student Disciplinary Code, which will be made available to you on myiAB/Forms and Policies or may be requested from admin@iab.co.bw.
- 16.13. The student must abide by the iAB Website Terms and Conditions of Use, which will be made available to you on myiAB/Forms and Policies or may be requested from admin@iab.co.bw.

17. DECLARATION OF AUTHENTICITY

Each student enrolled with Insurance Academy of Botswana is expected to submit his/her own, unaided work. By signing the terms and conditions upon admission with Insurance Academy of Botswana, you acknowledge that the work presented by you is your own, original work and also acknowledge that you understand what plagiarism is and accept what the consequences of plagiarism are. Students who commit plagiarism will face disciplinary action being taken against them.