

C O N S T I T U T I O N

OF

**THE NAMIBIA INSURANCE BROKERS
ASSOCIATION**

INDEX

**CONSTITUTION
OF
THE NAMIBIA INSURANCE BROKERS ASSOCIATION**

<u>ARTICLE NO</u>		<u>PAGE NO</u>
1.	Interpretation	1,2,3
2.	Name and Corporate Status	3
3.	Objects	3,4
4.	Powers	4,5
5.	Payment to Members	5
6.	Members	5,6
7.	Subscriptions	6
8.	General Meetings	6
9.	Notice of General Meetings	6,7
10.	Proceedings at General Meetings	7
11.	Votes of Members at General Meetings and Council Elections	8
12.	Members acting by Representatives at General Meetings	8
13.	The Council	8
14.	Powers and Duties of the Council	9,10
15.	Appointment and Removal of Council Members	10
16.	Proceedings of the Council	10,11
17.	Alterations in the Constitution	11
18.	Audit	11
19.	Notices	11
20.	Indemnity	11
21.	Winding up	11

CONSTITUTION
OF
THE NAMIBIA INSURANCE BROKERS ASSOCIATION

1. INTERPRETATION

In this Constitution:-

"The Association" means the *Namibia Insurance Brokers Association*

"Associate Member" means any wholly-owned or jointly owned subsidiary of a member company registered as a member of the Association which carries on business outside the Republic of Namibia and who is admitted as an associate member in terms of clause 6.1 and 14.3.

"The President" Individual elected or appointed to preside over the body constituting of the Association weather relevant to the Long or Short Term Insurance Industry.

"The Council" means the Council for the time being of the Association.

"The Chairman" means the presiding officer of a meeting or an event orchestrated by the Association.

"The Office" means the Office of the Association.

"Secretary" means the officer appointed by the Association to keep records, take minutes of meetings and to do the administrative functions and correspondence on behalf of the Association as duly appointed.

"Insurance Act" means the promulgated Insurance Act(s) and any statutory modifications thereof and all Regulations promulgated in terms of such act(s)

"Insurance Broker" means any person who, for the gain and as a regular feature of this business and acting with freedom of choice as to Insurer, render services towards effecting, maintaining, or servicing any policy underwritten or to be underwritten by a registered insurer or an Underwriter at Lloyd's but does not include:-

An insurer or any director, manager or employee of an insurer;

Any person acting as full-time representative or as an agent of one or more Insurers;

An underwriting manager of an Insurer.

"Disciplinary Tribunal" A Panel of not more than 5 individuals who represent members who are authorised to investigate and execute judgment, on behalf of the Association regarding disciplinary issues of its members

"Long Term Business" means Long Term Insurance Business as defined in the Insurance Act.

"Short Term Business" means Short Term Insurance Business as defined in the Insurance Act.

"Member" means any Insurance Broker and or his subsidiaries as defined in the Companies Act(s) as promulgated and amended, and who is registered as a member of the Association and who undertakes to abide by the provisions of the Code of Conduct and Constitution

"Membership Committee" means panel of individuals elected to approve or reject new applications and renewals for membership or associate membership. They shall then present them to council and disclose any findings, should they think it relevant to the decision making process of the council

"Quorum" The number or percentage of members of the Association that when duly assembled, is considered a majority therefore legally allowing business to be conducted. The quorum shall be not less than 25 % of the Associations membership in order to conduct business at an Extraordinary and or an Annual General Meeting.

"Person" includes any Partnership or Company.

Where the context permits, words signifying the singular number shall include the plural and vice versa, and words signifying the masculine shall include the feminine.

2. NAME AND CORPORATE STATUS

The name of the Association is the *NAMIBIA INSURANCE BROKERS ASSOCIATION* abbreviated as *NIBA* and it shall be a corporate body having perpetual succession, an existence independent from its members, capable of suing and being sued in its own name and no member shall have rights to its assets.

3. OBJECTS/MISSION

The objects/mission for which the Association is established is: -

- 3.1 To provide a recognised central organisation for all Namibian Insurance Brokers and generally to do all such things as from time to time may be considered calculated to safeguard the interests of the community.
- 3.2 To improve the efficiency and promote the professional and ethical conduct of Insurance Brokers, with a view of ensuring for the community the existence of a class of Insurance Brokers who can be relied upon as being trustworthy and duly qualified to perform their duties.
- 3.3 To always evaluate whether the conduct of its members is promoting the good name of the insurance industry and of the community as a whole at all times and if not to address the concerns accordingly
- 3.4 To set up and maintain a Register of Members.
- 3.5 To collect and disseminate amongst the members information with regard to all matters relating to Insurance or to the practice, duties and obligations of Insurance Brokers, by affording facilities for the reading of papers and by the delivery of lectures, the circulation of a Journal or other publications, the formation and maintenance of a library, or otherwise.
- 3.6 To enter into any discussions or negotiations with Government, Institutions, companies, firms or any other person in regard to all matters relating to Insurance of Insurance Brokers, and to assist or co-operate with such bodies or persons on all matters of common interest which may be considered calculated to be for the benefit of Insurance Brokers, or

such Brokers and the general public.

- 3.7 To watch over legislation affecting Insurance Brokers, and to promote, or support and assist in any legitimate manner the carrying into effect of any legislation having as its object the common good of Members and the general public.
- 3.8 To afford means of arbitration and or for settling disputes or questions between members, or between members and third parties.

4. **POWERS**

The Association shall have all powers to do such things incidental or conducive to the attainment of the objects of the Association and without derogating from the generality of the foregoing, shall have the under mentioned specific powers on the understanding that all its activities will be directed to the furtherance of its principle objects.

- 4.1 To receive donations, subscriptions, aid and subsidies.
 - 4.2 To acquire movable and immovable property in any way including purchase, sale, lease, hire and exchange.
 - 4.3 To borrow any amount of money and to secure the repayment of such money in such manner as the Association deems fit including mortgage or loan.
 - 4.4 To erect, maintain, demolish, reconstruct or alter any buildings, constructions or other amenities.
 - 4.5 To invest its funds in any manner it deems fit, open and operate banking and savings accounts in its own name.
 - 4.6 To employ, remunerate and discharge professional advisors and agents.
 - 4.7 To institute, defend, settle, compromise or discontinue any proceedings in the name of, or against the Association.
 - 4.8 To insure the assets of the Association.
 - 4.9 To employ, discharge, pay and arrange the conditions of employment, (including the establishment of a pension and other staff schemes) of a Director and other staff to attend to the day to day running of the Association.
 - 4.10 To acquire all or any part of the property, assets or liabilities of any association, society or corporation whose objects are in general similar to the objects of the Association.
 - 4.11 To apply, petition for, or promote any Act of Parliament or other authority with a view to the attainment of the object of the Association.
 - 4.12 To take any action by process of Law or otherwise which the Council may deem advisable in the interests of members generally and to pay expenses attaching thereto.
- Notwithstanding the above, The Association:-
- 4.13 May not engage in any activities with the aim of making a profit.
 - 4.14 May not participate in any of the professional or business activities of its members.
 - 4.15 May not provide financial aid to its members.

- 4.16 May not provide any facilities required by its members in the carrying on of their business or profession.

5. PAYMENT TO MEMBERS

The income and property of the Association shall be applied solely towards the promotion of its objects as set forth in the Constitution and no portion thereof shall be paid or transferred, directly or indirectly, by way of profit, to members.

Provided that nothing herein shall prevent any payment in good faith by the Association to any member, officer or servant of the Association, consequent upon them entering into any normal business transaction with the Association.

6. MEMBERS

Applications and Admissions:

- 6.1 Such persons as the Council may, in terms of Article 14.3 admit to membership, shall be eligible for membership of the Association and the subsidiary of any member which carries on business within the Republic of Namibia and shall be eligible for associate membership of the Association if the Council, in terms of clause 14.3 agrees to admit such subsidiary as an associate member
- 6.2 When applying for membership, applicants shall indicate under which of the following classifications they conduct business, and shall be registered as member in respect of either or both classifications as may apply, namely Long Term Business or Short Term Business.

Cessation and Termination of Membership:

- 6.3 Membership of the Association shall cease automatically should the member:-

- (i) Become insolvent or make any arrangement or composition with his / her creditors;
- (ii) Be prohibited from carrying on business in terms of the Insurance Act, or any other law
- (iii) If they fail to satisfy the council that they have complied with the mandatory continuing professional development requirements made compulsory by legislation from time to time, whether relevant to the Long Term or Short Term Insurance industry
- (iv) Should a determination through a formal disciplinary hearing conducted by the Disciplinary Tribunal established by the council be that membership should be terminated.

- 6.4 A member may resign his membership at any time by giving notice in writing to the Council, but a member who is indebted to the Association for any amount by way of subscription or otherwise, shall remain liable to pay the same to the Association, notwithstanding that he shall by any means have ceased to be a member of the Association. No pro-rata refunds shall be payable for mid-term cancellations.
- 6.5 The liability of members for the debts of the Association is limited to the subscriptions, levies and the like which may be due and unpaid from time
- 6.6 A member who has ceased to be a member of the Association may apply for reinstatement of membership .The council may reinstate the member on such terms as the Council deems fit or may refuse to reinstate the member. The decision by the council is final.
- 6.7 Cessation of membership should a member be in arrears of their annual membership fee for a period of no more than 21 days after date of invoice is due, or if NIBA is unable to issue an invoice due to not having received the mandatory renewal application renewal forms, within the subscribed period from time to time.

7. SUBSCRIPTIONS

- 7.1 Each member shall pay by way of entrance fee and/or annual subscription such sum as may be determined from time to time by the Council. Such annual subscription shall be in the form of a basic amount plus an additional amount based upon the number of persons engaged in the business.
- 7.2 The Council shall from time to time determine the times, and manner, of the payment of fees and subscriptions as is necessary.
- 7.3 If any member(s) shall fail to pay any subscription as in accordance with Section 6.7 above the members shall not be entitled to vote or entitled to any of the privileges of membership so long as such subscription is in arrears

8. GENERAL MEETINGS

- 8.1 The Association shall within 6 months after its Financial Year end, hold a General Meeting as its Annual General Meeting. The Annual General Meeting shall be held at such time and place as the Council shall appoint.
- 8.2 All General Meetings other than Annual General Meetings shall be called Extraordinary General Meetings.
- 8.3 An extraordinary General Meeting may be convened by:-
- (i) The Council, or, in default
 - (ii) By members totalling not less than 25% of membership which shall suffice as a quorum.

9. NOTICE OF GENERAL MEETINGS

- 9.1 An Annual General Meeting and Extraordinary General Meeting shall be called by twenty-one (21) days' notice in writing to members. Such notice shall specify the place, the day, and the hour of the meeting.

Provided that a meeting of the Association shall, notwithstanding that it is called by shorter notice than that specified in this Article, be deemed to have been duly called if it is so agreed by a majority of 75% (seventy five percentum) of the members present subject to a minimum of three members.

- 9.2 The accidental omission to give notice of a meeting by any person, or the non receipt thereof by any person entitled to receive notice ,shall not invalidate the proceedings at that meeting.

10. PROCEEDINGS AT GENERAL MEETINGS.

- 10.1 The business transacted at an Annual General Meeting shall include consideration of the report of the Council, election of the Council members, the income and expenditure account and balance sheet, and the appointment and fixing of the remuneration of the Auditors.
- 10.2 No business shall be transacted at any General Meeting unless a quorum of members is present at the time when the meeting proceeds to business; a quorum shall consist of not less than 25% (twenty five percentum), present in person or by proxy, of the total number of members.
- 10.3 If, within five minutes from the time appointed for the meeting, a quorum is not present, the meeting, if convened upon the requisition of members, shall be dissolved, in any other case it shall stand adjourned to the same day in the next week, at the same time and place, or to such other day and at such other time and place as the Chairman may determine, and if at the adjourned meeting a quorum is not present within five minutes from the time appointed for the meeting, the members present shall be a quorum.
- 10.4 The President, or in his absence one of the Vice-Presidents, of the Council shall be the Chairman at every General Meeting of the Association, or if neither the President nor the Vice-President shall be present within five minutes after the time appointed for the holding of the meeting, or is unwilling to act, the Council members present shall elect one of their number to be Chairman of the meeting.
- 10.5 If, at any meeting no Council member is willing to act as Chairman, or if no Council member is present within five minutes from the time appointed for holding the meeting, the members present shall choose one of their fellows to be the Chairman of the meeting.
- 10.6 The Chairman may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned after 30 (thirty) days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.
- 10.7 At any General Meeting a resolution put to the vote at the meeting shall be decided on by a show of hands unless a poll is demanded by the Chairman or by any member present in person or proxy, before or on the declaration of the result of the show of hands. The poll shall be taken in such manner as the Chairman directs.
- 10.8 In the case of an equality of votes, whether on a show of hands or on a poll, the Chairman of the meeting at which the show of hands takes place or at which the poll is demanded shall be entitled to a second or casting vote.

11. VOTES OF MEMBERS AT GENERAL MEETINGS AND COUNCIL ELECTIONS

- 11.1 No member shall be entitled to vote at any General Meeting unless all monies presently payable to the Association have been paid.
- 11.2 Every member shall have one vote for each 25 (twenty five) persons (or part thereof) employed in his business, but where a member is registered under both long term and short term classification he shall, in respect of all matters affecting a specific classification only, have one vote for each 25 (twenty five) persons (or part thereof) engaged in the business of the classification.
- 11.3 Every member shall have equal voting rights in all matters affecting long term and short term business.
- 11.4 Votes may be cast either personally or by proxy, whether on a show of hands or on a poll.
- 11.5 An instrument appointing a proxy shall be in writing under the hand of the appointor or of his representative duly authorised in writing. A proxy must be an individual employed by a member.
- 11.6 The instrument appointing a proxy shall be delivered at the office of the Association not less than twenty four hours before the time for holding the meeting, or adjourned meeting, at which the individual named in the instrument proposes to vote and, in default, the instrument of proxy shall not be treated as valid.

12. MEMBERS ACTING BY REPRESENTATIVES AT GENERAL MEETINGS

- 12.1 Any member(s) shall by resolution of its Directors or other governing body authorise such individual as it thinks fit to act as its representative at any meeting of the Association, and the individual so authorised shall be entitled to exercise the same powers on behalf of the member which he represents, as that member could exercise in his own right.
- 12.2 Any such resolution shall be delivered at the office of the Association not less than 24 hours before the time for holding the meeting.

13. THE COUNCIL

- 13.1 The Council shall consist of not more than ten persons comprising:-
 - A long term and a short term executive committee consisting of equal numbers of persons of each classification, elected at the Annual General Meeting in accordance with Article 11;
- 13.2 Only employees of members, who are in good standing with the Association in accordance with Article 7, may serve on the Council.

14. POWERS AND DUTIES OF THE COUNCIL

- 14.1 The business of the Association shall be managed by the Council, who may exercise all powers of the Association and may delegate their powers to Committees consisting of such individual or individuals as they think fit.
- 14.2 All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments, and all receipts for monies paid to the Association, shall be signed, drawn, accepted, endorsed, or otherwise executed, as the case may be, in such manner as the Council shall from time to time by resolution determine.
- 14.3 The Council shall appoint a membership committee which will have power to approve or reject applications for and renewals of membership or associate membership. Such applications for or renewals of membership or associate membership shall be made in writing in such form as the Council may from time to time prescribe.
- 14.4 The Council shall formulate a code of conduct and practice.
- 14.5 The Council shall appoint a disciplinary committee or disciplinary tribunal composed of not more than 5 (five) individuals who represent members.
To Adjudicate on all matters concerning the conduct of members, including the interpretation and enforcement of the Code of Conduct and Practice and after affording the offending member an opportunity to explain his conduct, shall have the power to:-
- (i) Reprimand the member
 - (ii) Recommend the imposition of a fine upon the member
 - (iii) Recommend the suspension for a period to be determined or the expulsion of the member provided that the power to suspend or expel a member from the Association, shall vest in the Council. Notice shall hereby be given to the Regulator concerning the final decision(s) made by council regarding the above mentioned.
- The provisions of this section shall be subject to the member having the right of appeal to the Registrar of Insurance whose decision is final
- 14.6 The Council shall have the power to designate certain individuals as fellows, Associates or Associate Members of the Association, and to grant diplomas in accordance with rules as laid down from time to time.
- 14.7 The Council shall cause Minutes to be made in books provided for that purpose:-
- (i) Of the names of the members present at each meeting of the Council and of any Committee of the Council.
 - (ii) Of all resolutions and proceedings at all meetings of the Association, and the Council, and of Committee of Council.
- 14.8 The Council shall cause proper books of accounts to be kept to give a true and fair view of the state of the affairs of the Association.
- 14.9 At the Annual General Meeting in every year the Council shall lay before the Association a proper income and expenditure account for the last financial year together with a proper

- 16.4 All acts done by the Council or by a Committee appointed by the Council or by an individual acting as a member of the Council or such Committee, shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such member or individual acting as aforesaid, or that any of them were disqualified, be as valid as if every such individual had been duly appointed and was qualified to be a Council or Committee member.
- 16.5 A Council member shall not vote in respect of any contract in which he is interested or any matter arising there from unless such Council member has made a full disclosure to the Council of his interest and if he does so vote, his vote shall not be counted.

17. ALTERATIONS IN THE CONSTITUTION

This Constitution may be altered, amended, or added to by a resolution duly adopted at a meeting of the Association in terms of Article 10 hereof.

18. AUDIT

Auditors shall be appointed and their duties regulated in accordance with the Act.

19. NOTICES

All notices may be given by the Association to any member either personally or by sending it in writing to him/her.

20. INDEMNITY

No member of the Council or other officer or employee of the Association shall be liable for any act or omission of any other member of the Council or other officer or employee of the Association; or for joining in any receipt or other act; or for any loss or expense suffered by the Association in consequence of any absence of, or any defect in, any title to any property acquired for, or on behalf of the Association; or for any absence of, or defect in, any security upon which any of the monies of the Association shall be invested; or for say loss or damage arising from the insolvency or delictual act of any individual with whom any monies, securities or assets shall be deposited, or for any loss or damage occasioned by any error of judgement or oversight on the part of such member of the Council or other officer or employee; or for any other loss, damage or misfortune whatever which shall happen in or in reparation to, the execution of his office of employment unless the same be attributable to his own negligence, default, breach of duty or breach of trust.

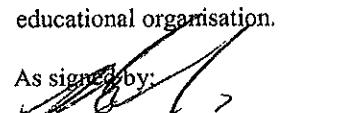
21. WINDING UP

The Association may be wound up by resolution in accordance with Article 10.7.

If upon the winding up or dissolution of the Association, their remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the members of the Association, but shall be given or transferred to some other institution or institutions, not formed nor carrying on business for profit having objects similar to the objects of the Association, and who are themselves exempt from tax, to be determined by the members of the Council at or before the time of dissolution. If and so far as effect cannot be given to the aforesaid provision, then to an educational organisation.

As signed by:

The President



Vice President – Short Term



Vice President – Long Term