

Claims Management Framework.

Dis-Chem+
Life.

Dis-Chem Life (Pty) Ltd (Pty) Ltd is an authorised Financial Services Provider(FSP 50594).
Products underwritten by Guardrisk Life Limited, a Licensed Life Insurer in terms of the
Insurance Act (FSP 76).

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1. Definitions

Acceptance	means that the Claim has been finalised in such a manner that the Claimant has either explicitly Accepted that the Policy benefits have been fully paid or in such a manner that is reasonable for the Insurer to assume that the Claimant has so accepted. A Claim should only be regarded as Accepted once any and all undertakings made by the Insurer to provide Policy benefits wholly or in part have been met.
Beneficiary	means <ul style="list-style-type: none">- a person nominated by the Policyholder as the person in respect of whom the Insurer should meet Policy benefits; or- in the case of a group scheme, a person nominated by the Member of the group scheme, or person otherwise determined in accordance with the rules of that fund or group scheme as the person in respect of whom the Insurer should meet Policy benefits.
Binder Agreement	has the meaning assigned in Regulation 6.1 of the Long-Term Insurance Regulations issued in terms of the LTIA.
Claim	means a demand for any Policy benefits by a person in relation to a Policy, irrespective of whether the demand for the benefits is valid.
Claimant	means a person who makes a Claim by completing a Claim form and submitting the required documentation to Dis-Chem Life.
Claims Audit	means the claims review performed by the Insurer on all its binder holders to assess the claims process (flow) of assessments, the application of sound consistent decisions, the application of fairness, equitable and objective Claims Handling principles, the assessment of Claims staff capabilities and the safe keeping and reporting of all Claims documentation. Claims Sampling shall have a corresponding meaning.

Claim Handler	means the person designated to lodge a Claim, request the required documentation, assess the Claim, make Claim decisions based on Fair Outcomes, communicate with the Claimant, finalize the Claim, and have effective Claims record keeping, monitoring, analysis, and reporting abilities.
Claim Outcome	means the Acceptance, Repudiation or Dispute of a Claim.
Compensation Payment	<p>means a payment, whether in monetary form or in the form of a benefit or service, by or on behalf of Dis-Chem Life to a complainant to compensate the complainant for a proven or estimated financial loss incurred or prejudice as a result of Dis-Chem Life's contravention, non-compliance, action, failure to act, or unfair treatment forming the basis of the complaint, where Dis-Chem Life accepts liability for having caused the loss concerned, but excludes any</p> <ul style="list-style-type: none"> - Goodwill payment - Payment contractually due to the complainant in terms of a benefit; or - Refund or amount paid by or on behalf of the complainant to Dis-Chem Life where such payment was not contractually due <p>And includes any interest on late payment of any amount referred to in the above.</p>
Dispute	means the Claim is neither Accepted nor Repudiated, but Dis-Chem Life or the Insurer Disputes the Claim or an amount of the Claim.
Escalated Claim	<p>means any of the following:</p> <ul style="list-style-type: none"> - an extension of a Claim relating to the Outcome of the initial Claim; - the Claim is complex or unusual that it requires intervention by an impartial senior functionary appointed to deal with Escalated Claims; - the referral of the Claim to the appointed Reinsurer for further review and feedback; - the referral of the Claim to the Insurer for review and feedback or approval of a Repudiation; - the referral of the Claim to a Claims Committee mandated and

	<p>authorised to review the Claim and provide an Outcome;</p> <ul style="list-style-type: none"> - the resolution of the initial Claim is not to the Claimant's satisfaction and is then treated as a complaint and dealt with in terms of the Insurer and Dis-Chem Life's Complaints Management Framework.
Fair Outcomes	means the Outcomes referred to in Rule 1 of the PPR's.
FAIS	means the Financial Advisory and Intermediary Services Act No 37 of 2002, as amended from time to time.
FICA	means the Financial Intelligence Centre Amendment Act No 1 of 2017.
Goodwill Payment	means a payment, whether in monetary form or in the form of a benefit or service by Dis-Chem Life to a Claimant as an expression of Goodwill aimed at resolving a Claim, where Dis-Chem Life and the Insurer does not accept financial loss as a result of the Claim being Repudiated.
Insurer	means a licensed life Insurer and authorised financial service provider, namely Guardrisk Life Limited (Registration number 1999/013922/06 and FSP number 76).
LTIA	means the Long-Term Insurance Act No 52 of 1998, as amended from time to time.
Member	means a Member of a group scheme.
NFOSA	means the National Financial Ombud Scheme of South Africa and is the Ombud for Claims and service related complaints.
Plain Language	<p>means communication that –</p> <ul style="list-style-type: none"> - is clear and easy to understand; - avoids uncertainty or confusion; and - is adequate and appropriate in the circumstances, - taking into account the factually established or reasonably assumed level of knowledge of the person or average persons at whom the communication is targeted.
Policy	means a funeral, life insurance or group risk Policy.

Policyholder	means the person with whom the Insurer enters into a life insurance Policy or the successor in title of the person with whom the Insurer enters into a life insurance Policy.
POPI Act	mean the Protection of Personal Information Act Number 4 of 2013, as amended from time to time.
PPR	means the Policyholder Protector Rules made under Section 62 of the LTIA.
Repudiated	means that a Claim has been wholly or partially Repudiated and the Insurer regards the Claim as finalized after the Claimant has been advised that there is no intention to pay the Claim.
Sanction Screening	means the process performed before any Policy benefits are paid to ensure that no payment is made to a person on the Targeted Financial Sanctions List, or to identify instances where a payment of a Claim could be used as Proceeds of unlawful activities, Money Laundering or Terrorist Financing.
Unclaimed Benefit	means a Benefit in terms of an Approved Claim where the Benefit cannot be paid to the nominated Beneficiary within 3 (three) years of the Claim having been Approved because the nominated Beneficiary is not contactable. In other words, the nominated Beneficiary cannot be located, his/her emails are undelivered, his/her post is returned to Dis-Chem Life and/or his/her contact number is no longer in use.
Working Day	means any day excluding a Saturday, Sunday or recognised public holiday.

2. Introduction

2.1. PURPOSE

- 2.1.1. The Claims Management Framework formalizes the practices in place at Dis-Chem Life (Pty) Ltd, (herein referred to as “us,” “we,” “Dis-Chem Life” or “the company”) to ensure effective Claims Handling. The Claims Management Framework serves to meet the requirements as set out in the Binder Agreement entered into between Dis-Chem Life and the Insurer, the legislative requirements of Section 62 of the Long-Term Insurance Act 52 of 1998, the provisions as set out in the FAIS Act and to comply with Rule 17 of the PPRs as amended from time to time.
- 2.1.2. In terms of the Binder and Intermediary Agreement entered into between Dis-Chem Life and the Insurer, Dis-Chem Life Is mandated to:
- 2.1.2.1. Enter into, vary, and renew Policies
 - 2.1.2.2. Determine Policy wording
 - 2.1.2.3. Determining premiums
 - 2.1.2.4. Determining benefits
 - 2.1.2.5. Settling Claims
 - 2.1.2.6. Issuing of Policy documents
 - 2.1.2.7. Payment of Claims

2.2. SCOPE

The Policy shall apply to any employee who is involved in Claims Handling at Dis-Chem Life.

2.3. OBJECTIVES

The objective of the Claims Management Framework is to align with the Claims management procedures and requirements of the Insurer and to provide the general principles which guide the way that Claims are managed within Dis-Chem Life and to ensure fair treatment of and Fair Outcomes for Policyholders and Claimants that:

- 2.3.1. is proportionate to the nature, scale, and complexity of Dis-Chem Life and the Insurer's business and risks;
- 2.3.2. is appropriate for the business model, policies, services and Policyholders and Beneficiaries of Dis-Chem Life products;

- 2.3.3. enables Claims to be assessed after taking the reasonable steps to gather and investigate all relevant and appropriate information and circumstances with due regard to the fair treatment and Fair Outcomes of Claimants; and
- 2.3.4. does not impose unreasonable barriers to Claimants.

2.4. KEY PRINCIPLES AND STANDARDS

The following principles and standards are applicable to the Dis-Chem Life Claims management process:

- 2.4.1. **Accessibility:** Dis-Chem Life must make the Claims process, Claims reporting and the requirements for Claims available to customers on the necessary documents and through the necessary channels including:

- 2.4.1.1. The Dis-Chem Life website

- 2.4.1.2. Policy Schedules

- 2.4.1.3. Claim forms

- 2.4.2. **Client Centricity:** Claim Handlers are expected to demonstrate the right attitude towards every customer.

- 2.4.3. **Quality of Investigation:** Dis-Chem Life will take reasonable steps to gather and investigate all relevant information and circumstances when handling Claims; this is to ensure only valid Claims are paid and all invalid Claims are Repudiated, unless there are mitigating/extenuating circumstances resulting in the application of fairness and equity for consideration of a Goodwill Payment.

- 2.4.4. **Timely Resolution:** Dis-Chem Life must ensure that all Claims must be resolved in a timely manner and in line with timelines set out in this Claims Management Framework and the quality standards of the Insurer, which are clarified in Rule 17 of the Policyholder Protection Rules. Where a Claim cannot be resolved in a timely manner, there must be valid reasons for when a Claim will take longer than the norm to be finalised and these reasons are also set out in this Claims Management Framework and must be communicated with a Claimant.

- 2.4.5. **Consistent and objective decision-making:** Dis-Chem Life will ensure that Claims Handlers avoid bias when handling Claims so that principles of fairness, equity, objectivity, and Fair Outcomes are upheld.

- 2.4.6. **Responsibility in making decisions:** Dis-Chem Life will ensure that Claim Handlers responsible for making decisions or recommendations in respect of Claims generally or a specific Claim must:
- 2.4.6.1.1. be adequately trained;
 - 2.4.6.1.2. be experienced in Claims Handling and be appropriately qualified;
 - 2.4.6.1.3. not be subject to a conflict of interest; and
 - 2.4.6.1.4. be adequately empowered to make impartial decisions or recommendations.
- 2.4.7. A Claim received by Dis-Chem Life is deemed to have been received by the Insurer itself.
- 2.4.8. **Independent review:** Dis-Chem Life will provide opportunities for review of Claims in line with the Claims escalation and review process as outlined in Section 3.3. of this Claims Management Framework. Where necessary, segregation of duties and escalation procedures will be used to maintain and safeguard the independence of Claims Handlers.
- 2.4.9. **Confidentiality of customer information and data:** As far as possible, Dis-Chem Life will maintain the confidentiality of Policyholder and Claimant's personal information and comply with the relevant requirements set out in the POPI Act to ensure that internal controls are in place to safeguard data.
- 2.4.10. **Accuracy and record-keeping:** Claims must be accurately, efficiently, and securely recorded.
- 2.4.11. **Communication before, during and after a Claim:** Dis-Chem Life will provide Policyholders and Claimants with clear, upfront communication relating to how they can Claim, how to Dispute a Claim decision and how to escalate any complaints.
- 2.4.12. **Quality assurance:** Dis-Chem Life will implement an appropriate level of quality assurance to monitor and ensure that the required standards are adhered to as per section 5.1 of this Claims Management Framework.

- 2.4.13. **Meaningful management information and analysis:** Useful Claims management information reports pertaining to Claims will be developed and implemented, subject to regulatory, agreement and business requirements.
- 2.4.14. **Fraud investigation and management:** Dis-Chem Life will mitigate risks in respect of fraudulent or suspicious Claims by following the Insurer's full fraud referral process. The Insurer will ensure that investigations are concluded within 14 (fourteen) Working Days and in instances where investigation takes longer, the Claimant will be appropriately informed.
- 2.4.15. **Remuneration and reward strategies:** Dis-Chem Life mitigates conflicts of interest by remunerating Claim handlers with a monthly salary for performing their job function. The salary is in line with industry standards, Dis-Chem Life's remuneration policy and the Claim handler's employment contract. Claim handlers are not incentivised are rewarded for reviewing or finalising Claims.

2.5. ALLOCATION OF RESPONSIBILITIES

The following table outlines the roles and responsibilities of stakeholders for the governance of the Claims Management Framework:

Supervision	The Insurer	<p>The Insurer is ultimately responsible for the requirements of the Claims Management framework and delegates the function to Dis-Chem Life as per the Binder Agreement.</p> <p>The Insurer must approve any changes to the Dis-Chem Life Claims Management Framework and monitor adherence to the requirements set out in the framework.</p>
Operational Implementation	Dis-Chem Life Chief Operations Officer (COO)	<p>The COO of Dis-Chem Life must approve and oversee the effectiveness of the Claims Management Framework and is responsible for the implementation of the processes therein.</p> <p>The COO delegates administration of the</p>

		Claims Management Framework to the Dis-Chem Life Head of Operations.
	Dis-Chem Life Head of Operations	<p>Assists the COO to implement the requirements of the Claims Management Framework and provide ongoing guidance to the COO on matters relating to Claims</p> <p>The Head of Operations must monitor the effectiveness of the Claims Management Framework on an ongoing basis and report to the COO on the performance and adherence to the requirements and procedures set out herein.</p> <p>Ensure the execution of the standards including quality assurance.</p>
	Claims Handlers	Implement the processes in the Claims Management Framework and ensure that all Claims are managed in accordance with the guidelines and processes.
Quality Assurance	Compliance Team	The compliance team is responsible for performing ad hoc monitoring on adherence to the requirements outlined in the Claims Management Framework and ensuring that the Claims Management Framework remains in line with all relevant legislation.
	Complaints Committee	<p>The complaints committee are responsible for handling of all complaints received from complainants and ensuring that the review and escalation process is correctly followed.</p> <p>The complaints committee must ensure that all complaints are handled with the TCF principles in mind.</p>

3. Claims Management

3.1. CLAIMS PROCESS

Dis-Chem Life Claim Handlers will take the reasonable steps to gather relevant information and determine the circumstances for each Claim in order to ensure that only valid Claims are paid, and all invalid Claims are Repudiated.

3.1.1. Once a Claim has been received from a Claimant, the following process takes place:

3.1.1.1. Claims channels are monitored by the Claims Handling staff on a daily basis. Claims are received via the following channels:

E-mail: Claims@dischemlife.co.za

Telephone: 080 000 0123

WhatsApp: 078 949 5721

Facebook: <https://www.facebook.com/DischemlifeSA/>

Instagram: @dischemlife_sa

3.1.1.2. Once a Claim has been received, the Claims Handler will lodge the Claim on the Dis-Chem Life internal Claims system immediately.

3.1.1.3. The Claim notification and supporting documents must be reviewed by the Claim Handler within one full Working Day and provide confirmation that the Claim is being assessed to the Claimant or request any additional documentation required to assess the Claim.

3.1.1.4. Once all the required Claim documentation has been received, the Claim must be assessed for validity. Funeral Claims have a 48-hour assessment and finalisation period.

3.1.1.5. Funeral Claims that have been assessed and are valid will be paid out and the decision will be communicated to the Claimant within one Working Day of the decision being made.

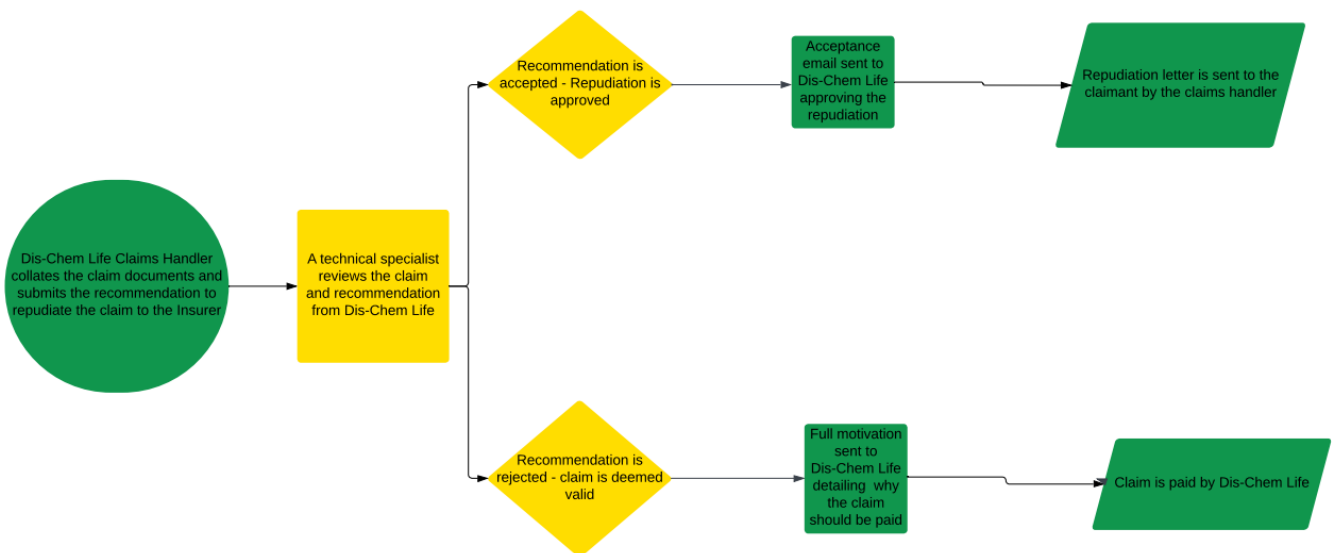
- 3.1.2. Complex or unusual funeral Claims must be referred by the Claim Handler to the Head of Operations for assessment and recommendation.
- 3.1.3. Life Insurance Policy Claims received by Dis-Chem Life will be assessed and the recommendations will be sent to the Insurer who will make the final decision on whether a Claim is valid and will be paid or invalid and will be Repudiated. The decision needs to be communicated to the Claimant within 10 (ten) days of the decision being reached.
- 3.1.4. Valid funeral Claims are paid by Dis-Chem Life, and valid life insurance Claims are paid by the Insurer.
- 3.1.5. Where the Claimant is unhappy with the Outcome of the Claim, the Claim escalation and review process must be followed.
- 3.1.6. Dis-Chem Life recognises the rules for Claim turnaround times as set out in Rule 17 of the PPRs. Claims must be resolved within the timelines set out in the Claims Process outlined in section 3.1. below. Where a Claim cannot be resolved within the prescribed timeline, there must be a valid reason. Any instance where a Claim will not be resolved within the prescribed timeline must be communicated with the Claimant along with the reasons why.

3.2. REPUDIATION

- 3.2.1. Should a Claim be assessed by the Claims handler and Repudiated, this recommendation must be sent to the Insurer for review and final decision.
- 3.2.2. The Insurer will approve the repudiation and provide this approval to the Claims Handler, who will communicate the decision to the Claimant.
- 3.2.3. Should the Insurer agree to Repudiate the Claim, a notice of repudiation containing the following information must be sent to the client within 10 (ten) days of the decision:
 - 3.2.3.1. The reason for the repudiation, with sufficient detail to allow a Claimant to Dispute the reasons if they choose to
 - 3.2.3.2. The facts that informed the decision to Repudiate

- 3.2.3.3. The fact that a Claimant may make representations to the Insurer within a period of not less than 90 (ninety) days of receiving the repudiation in respect of the decision
- 3.2.3.4. The details of the Internal Claim escalation and review process
- 3.2.3.5. fact that the Claimant has the right to lodge a complaint to the NFOSA or the FAIS Ombudsman and provide the relevant contact details and time limits for submission of the complaint.
- 3.2.3.6. In the event that the relevant policy contains a time limitation for provision for the institution of legal action, of the provision and the implications of that provision on the Claimant
- 3.2.3.7. In the event that the relevant Policy does not contain a time limitation provision for the institution of legal action of the prescription period that will apply in terms of the Prescription Act 68 of 1969 as amended from time to time and the implications of the Act on the Claimant

3.2.4. The following illustrates the Repudiation process:



3.3. CLAIMS ESCALATION AND REVIEW PROCESS

3.3.1. Dis-Chem Life maintains an appropriate process in which Claims decisions can be reviewed and Escalated to ensure that Claim related Disputes can be effectively resolved. The review and escalation process provides a process for internal escalation of complex or unusual Claims and a channel for Claimants to use when Claims are not resolved to their satisfaction.

3.3.2. The escalation and review process follows a balanced approach, bearing in mind the interests of all parties involved and include the fair treatment of Claimants in order to achieve Fair Outcomes.

3.3.3. If a Claimant is unhappy with the Outcome of their Claim, they may request a review of the Claim, whereby the initial Claim Handler must refer the Claim to the Head of Operations for review. The Head of Operations will assess the Claim and reach a decision, independently from the initial Claim Handler's assessment.

3.3.4. If the Claimant remains unhappy with the Outcome of their Claim, they may escalate the Claim to the Insurer using the following information:

Guardrisk Life Limited
Postal Address: PO Box 786015
Sandton, 20196
Tel: (011) 669-1000
Email: complaints@guardrisk.co.za

3.3.5. The Insurer will make a decision within 15 (fifteen) Working Days of receiving the dispute. If the Insurer, despite the representations of the Claimant, confirms that the decision to Repudiate a Claim or upholds the quantum of the Claim, the notice provided to the Claimant must:

3.3.5.1. Inform the Claimant of the reasons for the decision and provide sufficient details to allow the Claimant to Dispute the decision if they choose to

3.3.5.2. Include facts that informed the decision

3.3.5.3. Include the information as highlighted in section 3.2.3. above

3.3.6. Should the decision by the Insurer still be unsatisfactory to the Claimant, the Dispute may be referred to the Internal Dispute Arbitrator of the Insurer.

- 3.3.7. Should the Claimant still be unhappy with the Outcome, they may refer the matter to the NFOSA using the following information:

NFOSA

Web: www.nfosa.co.za

Tel: 086 0800 900

Email: info@nfosa.co.za

Address: Claremont Central Building, 6th Floor, 6 Vineyard Road, Claremont, 7708

3.4. INTEREST ON LATE PAYMENT

- 3.4.1. Claims received will be tracked based on the date received and the date finalised. Dis-Chem Life will endeavour to finalise all Claims within the prescribed timelines once all the necessary documentation has been received.
- 3.4.2. Claims that fall outside the stipulated resolution timelines will be assessed to determine if a late interest payment must take place.
- 3.4.3. In instances where an unnecessary delay occurs on part of Dis-Chem Life and such a delay causes financial loss or prejudice is due to non-compliance, action, failure to act, or unfair treatment by Dis-Chem Life, we will pay interest of 6% of the Claim value.

The interest will be added to the payable benefit and will be regarded as a Compensation Payment and not as an extension or increase of the actual benefit amount.

3.5. VALID CLAIMS RECEIVED DURING PERIODS OF GRACE

If a Claimant submits a valid Claim in respect of an event that occurred during a grace period, the Claim will be paid, but the value will be reduced by the sum of the unpaid premium amount.

3.6. PROHIBITED CLAIMS PROCESSES

Dis-Chem Life and the Insurer may not:

- 3.6.1. Dissuade a Claimant from obtaining the services of an attorney.

- 3.6.2. Deny a Claim without performing a reasonable investigation or assessment of the Claim.
- 3.6.3. Deny a Claim based solely on the results of a polygraph, lie detector, truth verification or similar test or procedure referred to in PPR 7.1(a).

3.7. UNCLAIMED BENEFITS

- 3.7.1. If a benefit under a Policy is an Unclaimed Benefit, Dis-Chem Life must take action to determine if the Nominated Beneficiary is alive and/or aware of the benefit payable to them under the Policy.
- 3.7.2. Once an Unclaimed benefit arises, Dis-Chem Life must do the following within 3(three years):
 - 3.7.2.1. Attempt to contact the Nominated Beneficiary telephonically or electronically to advise them of the Unclaimed Benefit.
 - 3.7.2.2. Determine the last known contact information of the Nominated Beneficiary by comparing internal and external databased.
 - 3.7.2.3. Appoint an external tracing company to locate the Nominated Beneficiary.
- 3.7.3. Before the end of the 3 (three) year period, Dis-Chem Life must confirm the Unclaimed Benefit and transfer the amount into the Insurer's account, the Insurer will accept liability for the Unclaimed benefit.

3.8. FRAUD REFERRAL PROCESS

- 3.8.1. Any suspected fraudulent Claims will be referred to the Insurer for forensic investigation by the Claims Handler as per the Fraud Referral form in **Annexure A**.
- 3.8.2. Training has been implemented by the Insurer to ensure that Claim Handlers know how to identify fraud or possible fraud and the process to be followed.

3.9. GOODWILL REFERRAL PROCESS

- 3.9.1. The Insurer has developed a process for referral of Goodwill requests where Dis-Chem Life can refer any such request for review and approval or decline by the Insurer.

- 3.9.2. The Goodwill request form must be completed and submitted to the Insurer for consideration via the following email address: lifegoodwill@guardrisk.co.za.
- 3.9.3. Goodwill requests take no longer than 2 (two) Working Days for approval.
- 3.9.4. Good will requests are reviewed based on the following principles:
 - 3.9.4.1. Fairness and equity
 - 3.9.4.2. Merit
 - 3.9.4.3. Failure in any sales processes
 - 3.9.4.4. Breach of rules 10,11 ,15A or 17 of the PPRs

4. Communication With the Claimant

- 4.1. The Insurer approves all Policy wording to ensure that the process for submitting a Claim is documented, clear and transparent so that any Policyholder or Claimant can understand the requirements when submitting a Claim. All communication must be in Plain Language.
- 4.2. The following information appears in all Dis-Chem Life Policy and Claim documentation:
 - 4.2.1. The information required from a Claimant when submitting a Claim;
 - 4.2.2. Where and how to submit a Claim as well as the list of additional information to be submitted;
 - 4.2.3. Time limits for submitting a Claim after a Claim event has occurred; and
 - 4.2.4. Any other relevant responsibilities of the Claimant.
- 4.3. A Claim is deemed to have been received by Dis-Chem Life on the day that we receive the notification of the Claim. The Claim handler will notify the Claimant of receipt of the Claim and include the following information:
 - 4.3.1. Contact details of the person or department that is processing the Claim;
 - 4.3.2. Timelines for the finalisation of the Claim;
 - 4.3.3. Any outstanding requirements or information for the assessment of the Claim; and
 - 4.3.4. The Claims process.
- 4.4. Throughout the Claims process, a Claimant must be kept adequately informed of:
 - 4.4.1. The progress of their Claim;
 - 4.4.2. Causes of any delay in the finalisation of a Claim and the revised timelines; and
 - 4.4.3. The Claim decision.

5. General

5.1. COMPLIANCE MONITORING AND QUALITY ASSURANCE

- 5.1.1. Dis-Chem Life will take the necessary measures to ensure that the standards referred to in this Claims Management Framework and legislation are adhered to.
- 5.1.2. The Dis-Chem Life Legal and Compliance Team will be required to conduct monitoring on the implementation of the Claims Management Framework and its requirements and may conduct internal Claim Audits.
- 5.1.3. The Insurer will conduct ad hoc monitoring of the implementation of the Claims Management Framework and applicable legislation and perform a full Claims Audit every 2 (two) to 3 (three) years, as necessary.

5.2. INFORMATION AND ANALYSIS

- 5.2.1. Useful information and reports pertaining to Claims must be recorded by Dis-Chem Life. The information contained in the reports must be subject to regulatory requirements, requirements as set out by the Insurer and the needs of Dis-Chem Life.
- 5.2.2. The following information must be recorded in respect of each Claim received:
 - 5.2.2.1. Relevant details of the Policyholder and /or the Claimant and the subject matter of the Claim;
 - 5.2.2.2. Copies of all the relevant evidence, correspondence, and decisions; and
 - 5.2.2.3. Progress status of Claims, including whether the progress is within or outside the prescribed timelines.
- 5.2.3. Dis-Chem Life will collate Claims related data which indicates:
 - 5.2.3.1. The number and quantum of Claims received.
 - 5.2.3.2. The number and quantum of Claims paid.
 - 5.2.3.3. The number and quantum of Repudiated Claims and reasons for repudiation.
 - 5.2.3.4. The number of Escalated Claims and their Outcome.
 - 5.2.3.5. The number of Claims referred to the NFOSA and their Outcome.

5.2.3.6. The number of outstanding Claims.

5.2.4. This data must be scrutinized and analysed by Dis-Chem Life to determine trends, risks and remedial actions and possible product design changes or implementations in line with Treating Customers Fairly principles. This analysis must be done at least every 6 (six) months.

5.2.5. The data must also be shared with the Insurer as required by the Binder Agreement.

5.3. RECORDKEEPING

5.3.1. All Claims received, assessed, and finalised and their supporting documentation will be kept for a minimum period of 5 (five) years from the date of the last communication with the Claimant.

5.3.2. Documents may be filled physically or electronically, and a copy must be saved on the relevant internal drives for easy retrieval.

5.4. PRIVACY

5.4.1. Dis-Chem Life will only request information and documentation from a Claimant that is necessary for the assessment and processing of a Claim.

5.4.2. Where applicable all information will be kept by us on a confidential basis and will not be made available to third parties by unless so authorized by the client beforehand or if we are required to divulge such information in the public interest or under any law.

5.4.3. We only process information in terms of the POPI Act and in terms of our Privacy Policy.

5.5. CUSTOMER DUE DILIGENCE

5.5.1. Dis-Chem Life has implemented customer due diligence processes to detect and prevent the possibility of paying Claims to potential money launderers or where the proceeds of a Claim may be used to finance an act of terrorism.

- 5.5.2. When Dis-Chem Life facilitates an insurance payout to a Beneficiary, the Beneficiary will fall within the definition of a Customer of Dis-Chem Life, and our Client Due Diligence and KYC process will be followed prior to any benefit payment being made.
- 5.5.3. The detailed KYC and Client Due Diligence Process is defined in the Dis-Chem Life Risk Management and Compliance Program.

Annexure A

FRAUD REFERRAL FORM



Forensics Referral Request Checklist

Introduction

This document details the check list requirements in order to submit a Forensics Referral request to Guardrisk Life Limited / Guardrisk Microinsurance for review, approval and sign off.

Details of Cell Captive

License Details	<input type="checkbox"/> Life	<input type="checkbox"/> Microinsurance
Name of Cell Captive	<input type="text"/>	
Name of Product	<input type="text"/>	
Name of Policyholder	<input type="text"/>	
Name of Beneficiary	<input type="text"/>	
Policy Number	<input type="text"/>	
Cell Number	<input type="text"/>	
Cell Structure	<input type="checkbox"/> 1 st Party	<input type="checkbox"/> 3 rd Party
Type of Business	<input type="checkbox"/> Health	<input type="checkbox"/> Funeral
	<input type="checkbox"/> Legal	<input type="checkbox"/> PA
	<input type="checkbox"/> Life	<input type="checkbox"/> Group GLA
	<input type="checkbox"/> Group PTD	
	<input type="checkbox"/> Group TTD Investment	<input type="checkbox"/> CCI
Type of Benefits	<input type="checkbox"/> Disability	<input type="checkbox"/> PA
	<input type="checkbox"/> Hospital	<input type="checkbox"/> Death

Dread/Cancer Funeral

Loss of Income/Retrenchment

Investment / Annuity

Check List Requirements

- | | | | |
|---|------------------------------|-----------------------------|------------------------------|
| 1. Is fraud suspected? | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> N/A |
| 2. Is death in Waiting Period? | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> N/A |
| 3. Is death due to natural causes? | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> N/A |
| 4. Is death due to unnatural causes? | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> N/A |
| 5. Did death occur prior to the commencement date? | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> N/A |
| 6. Is death within the first 3 months of the policy? | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> N/A |
| 7. Is suicide suspected? | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> N/A |
| 8. Do documents look suspicious? | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> N/A |
| 9. Are there fingerprints on the DHA1663? | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> N/A |
| 10. Is there an abridged death certificate? | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> N/A |
| 11. Is death within SA borders? | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> N/A |
| 12. Is death outside SA borders? | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> N/A |
| 13. Is there reason to believe documents are falsified? | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> N/A |
| 14. Is the beneficiary suspected of foul play? | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> N/A |

Motivation by Cell Captive / Binder Holder

Comment	

Signature	Date

Sign-off by Guardrisk Operations Executive

Comment	
Signature	Date

Annexure B:

GOODWILL REFERRAL FORM



Goodwill Payment Request

Checklist

Introduction

This document details the check list requirements in order to submit a Goodwill Payment request to Guardrisk Life Limited/Guardrisk Microinsurance for review, approval and sign off. Once completed, submit to LifeGoodwill@guardrisk.co.za

Details of Cell Captive / Check List Requirements – to be completed by person making the request

License Details	Life	Microinsurance
Name of Cell Captive	<input type="text"/>	<input type="text"/>
Name of Product	<input type="text"/>	<input type="text"/>
Name of Client	<input type="text"/>	<input type="text"/>
Benefit Amount	<input type="text"/>	<input type="text"/>
Goodwill Amount	<input type="text"/>	<input type="text"/>
Policy Number	<input type="text"/>	<input type="text"/>

Select from the below what is applicable:

- | | | | |
|--|--------------------------|-------------------------|--------------------------|
| 1. Is a repudiation valid? | <input type="text"/> Yes | <input type="text"/> No | <input type="text"/> N/A |
| 2. Is death in Waiting Period? | <input type="text"/> Yes | <input type="text"/> No | <input type="text"/> N/A |
| 3. Are premiums paid up to date? | <input type="text"/> Yes | <input type="text"/> No | <input type="text"/> N/A |
| 4. Was there a system failure? | <input type="text"/> Yes | <input type="text"/> No | <input type="text"/> N/A |
| 5. Was there an internal process failure? | <input type="text"/> Yes | <input type="text"/> No | <input type="text"/> N/A |
| 6. Is the review based on TCF principles? | <input type="text"/> Yes | <input type="text"/> No | <input type="text"/> N/A |
| 7. Is the review based on fairness and equity? | <input type="text"/> Yes | <input type="text"/> No | <input type="text"/> N/A |

8. Is the full benefit being considered for payment? ☐ Yes ☐ No ☐ N/A
9. Is a partial benefit being considered for payment? ☐ Yes ☐ No ☐ N/A
10. Will a Goodwill Payment letter be issued? ☐ Yes ☐ No ☐ N/A
11. Will such letter confirm the following?
- a. This is a merit decision? ☐ Yes ☐ No ☐ N/A
- b. Benefit paid in full and final settlement? ☐ Yes ☐ No ☐ N/A

Motivation by Cell Captive / Binder Holder

Comment	
Signature	Date

Checklist to be completed by Guardrisk Life Operations Executive

Cell Number

Cell Structure ☐ 1st Party ☐ 3rd Party

Type of Benefits ☐ Disability ☐ Personal ☐ Accident

☐ Hospital ☐ Death

☐ Dread/Cancer ☐ Funeral

☐ Income Protection

☐ Loss of Income/Retrenchment

☐ Investment / Annuity

Sign-off by Guardrisk Operations Executive

Comment	
Signature	Date