

Nedbank Insurance Complaints Framework Procedure

1 Purpose

The purpose of documenting the complaints procedure of Nedbank Insurance (NI) is to ensure the implementation of adequate processes and procedures for internal resolution of complaints, giving existing and prospective clients comfort that the process is efficient, fair, and transparent.

2 Definitions

‘Compensation Payment’ means a payment, other than a goodwill payment, by Nedbank Insurance to a complainant to compensate the complainant for a proven or estimated financial loss incurred as a result of Nedbank Insurance’s contravention of or non-compliance with an agreement, a law, a rule or a code of conduct that is binding on Nedbank Insurance or to which it subscribes; This excludes:

- (a) payment of amounts contractually due to the complainant in terms of the financial product or service concerned or;
- (b) refunds of amounts paid by or on behalf of the complainant to Nedbank Insurance where such payments were not contractually due, but included interest on late payment of amounts or refunds referred to in clause (a) or clause (b)

‘Complainant’ means a person who has submitted a specific complaint to Nedbank Insurance, and/or Nedbank Group and/or the regulatory bodies, including the relevant ombudsman schemes, and/or to Nedbank Insurance’s service providers through any means and includes a:

- (a) policyholder or the policyholder’s successor in title; or
- (b) beneficiary or the beneficiary’s successor in title; or
- (c) prospective client whose dissatisfaction relates to the relevant application, approach, solicitation or advertising or marketing material; or
- (d) Anyone who has a direct interest in the agreement, policy or service to which the complaint relates; or a person acting on behalf of a person referred to in (a), (b) or (c).

‘Complaint’ means a written communication of dissatisfaction by a complainant to Nedbank Insurance relating to a product or service offered by Nedbank Insurance or to an agreement with Nedbank Insurance in respect of its products or services in terms of which an allegation is made that:

- (a) Nedbank Insurance or a service provider of Nedbank Insurance has contravened or failed to comply with an agreement, a law, a rule or a code of conduct that is binding on Nedbank Insurance or to which it subscribes; or
- (b) Nedbank Insurance’s or its service provider’s maladministration or wilful or negligent action or failure to act has caused the complainant harm, prejudice, distress or substantial inconvenience; or
- (c) Nedbank Insurance or its service provider has treated the complainant unfairly and regardless of whether such an expression of dissatisfaction is submitted together with or in relation to a client query.

‘Complaints-handling employees’ means the employees in the Nedbank Insurance complaints department.

‘Determination’ means the final decision made in favour of or against the complainant and/or when compensation is paid.

‘Ex gratia claims committee’ means a committee established to discuss and consider ex gratia applications in a fair and consistent manner, taking into account various factors before a decision is made. The term **ex gratia** means ‘out of goodwill’ in Latin and is when an action is done voluntarily, out of kindness or grace. In law, an ex gratia payment is a payment made without the

giver recognising any liability or legal obligation and in insurance will be outside the terms and conditions of the underlying policy.

‘Goodwill payment’ or ‘Inconvenience allowance’ means a payment by Nedbank Insurance to a complainant as an expression of goodwill aimed at resolving a complaint, including ex gratia payments, but where no liability for any financial loss to the client as a result of the matter complained about is proved against Nedbank Insurance.

‘Nedbank Group’ or ‘the group’ means all clusters, business units, divisions and subsidiaries that comprise Nedbank Group Limited and Nedbank Limited, and includes those companies over which they exercise control.

‘Nedbank Insurance’ is comprised of Nedgroup Life Assurance Company Limited (Nedgroup Life), Nedgroup Insurance Company Limited (Nedic) and Nedbank Insurance Distribution (NID), a division of Nedbank Limited and Nedgroup Structured Life Limited (Nedgroup Structured Life). These entities operate under their individual licences and are wholly owned subsidiaries of Nedbank Group Limited.

‘Ombud’ means a person who is empowered in terms of a scheme to resolve a complaint, which scheme is governed by the Financial Services Ombud Schemes Act, 37 of 2004.

‘Prescribed timeframe’s means any timeframes indicated by the various regulatory requirements, together with the timeframes as set out in internal processes or accepted industry body standards.

‘A prospective client’ of Nedbank Insurance means a person who:

- (a) has applied to or otherwise approached Nedbank Insurance in relation to becoming its client; or
- (b) has been solicited by Nedbank Insurance to become its client; or
- (c) has received marketing or advertising material in relation to Nedbank Insurance’s products and services.

‘Regulator/Regulatory body’ is a public authority or government agency responsible for exercising autonomous authority over some area of human activity in a regulatory or supervisory capacity. An independent regulatory agency is a regulatory agency that is independent of other branches or arms of the government.

‘Rejected’ in relation to a complaint means that the complaint has not been upheld, and that Nedbank Insurance regards the complaint as finalised after advising the complainant that it does not intend to take any further action to resolve the complaint. This can arise either where Nedbank Insurance rejects a complaint without offering to take steps to resolve it because it regards the complaint as unjustified or invalid, or where the client or prospective client does not accept or respond to Nedbank Insurance’s proposals to resolve the complaint and Nedbank Insurance then advises the complainant that it does not intend to take any further action to resolve the complaint.

‘Reportable complaint’ means any complaint that is received by Nedbank Insurance, with the exception of a complaint:

- (a) that has been upheld immediately by the person who initially received the complaint;
- (b) upheld in the execution of Nedbank Insurance’s ordinary complaints management processes, provided that such processes do not take more than five business days to complete from the date the complaint is received; or
- (c) brought to the attention of the group in a manner that there is no reasonable opportunity to report the complaint as prescribed.

‘Service provider’ means any person or entity (to whose products or services the complaint relates) with whom Nedbank Insurance has an arrangement in relation to the marketing, distribution, administration or provision of such products or services, regardless of whether or not such other person or entity is the agent of Nedbank Insurance.

‘Upheld’ in relation to a complaint means that the complaint has been finalised in such a manner that the complainant has explicitly accepted that the matter is fully resolved or that it is reasonable for Nedbank Insurance to assume that the complainant has so accepted. A complaint should be regarded as upheld only once any undertakings made by Nedbank Insurance to resolve the complaint have been met.

3 Scope

The scope of this procedure extends to all complaints against Nedbank Insurance that are received by telephone, letter, fax, email, or in person or through the internet. Complaints may be submitted to:

PO Box 1144
Johannesburg
2000

Tel: 0860 333 111

Or emailed to:
complaints@nedbankinsurance.co.za

Or submitted online at:
<https://www.nedbank.co.za/content/forms/af/nedbank-insurance/InsuranceTalkToUs.html>

4 Complaint’s procedure

- (a) When a client or prospective client contacts Nedbank Insurance at any entry point, the responsible operational department should try to solve the query, without undue delay. Should the problem be solved to the satisfaction of the client, it does not have to be escalated. However, should the client remain dissatisfied, the complaint must be emailed as soon as reasonably possible by the responsible operational department to complaints@nedbankinsurance.co.za.
- (b) Complaints must, where possible, be made in writing with supporting documents. Only in exceptional circumstances will a verbal complaint be accepted and confirmed in writing [refer to (d) below].
- ~~(c)~~ A complaint must be acknowledged in writing within one working day of receipt.
- (d) Where complaints are received in person or by telephone, a summary of the complaint must be provided to the complainant in writing in the form of an acknowledgement letter.
- (e) Where a complaint is upheld in favor of the complainant, any claim payment, premium refund payment, compensation payment, goodwill payment, or any other action, must be carried out without delay and as soon as reasonably possible in accordance with business processes.
- (f) Where a complaint is rejected, the complainant must be provided with clear and adequate reasons for the decision in writing and with the contact details of the relevant ombudsman scheme included in the communication of the final decision. The outcome of the complaint must be communicated to complainants in writing in a manner that is fair, clear and not misleading.
- (g) Complainants must be kept adequately informed in writing or telephonically of the progress of their complaint at least every two working days and of the decision in response to the complaint.
- (h) Where resolution takes longer than expected, i.e., longer than 10 working days, the complainant must be informed in writing of the causes of the delay and provided with revised timelines.
- (i) If there is a recommendation that any payment be made in respect of the complaint, authorisation for payment of that amount must be signed off in accordance with the authority level mandate.

5 Prescription

A complaint will not be considered if three or more years have passed from the date on which the complainant became aware, or should reasonably have become aware, that he or she had cause to complain, excluding any time-barring period referred to in the policy contract.

6 Accessibility

The complaints procedure is readily available to all employees, representatives and service providers involved in marketing, distributing, providing or administering NI products or services and interacting with clients or prospective clients in any way; all such individuals must be appropriately and adequately trained on the provisions of the complaints procedure.

The complaints procedure is available on the NI website at <https://www.nedbank.co.za/content/forms/af/nedbank-insurance/InsuranceTalkToUs.html> and a complaint and compliment may be submitted online

7 Recordkeeping

All information and documentation relating to all complaints must be accurately, efficiently, and securely recorded and kept for at least five years from the date of finalisation of the complaint or termination of the policy.

All complaints must be captured on the complaints register, and the Complaints Management system with effect from 21 October 2017, and all documents and decisions relating to complaints must be stored electronically, either on the secure electronic document storage system applicable in terms of the policy administration, or on a secure protected folder on the server.

8 Reporting

All appropriate complaints reports must be tabled at every meeting of:

- Nedbank Insurance Client Experience Divco
- Nedbank Insurance Client Committee
- Market Conduct Board subcommittee

All complaint management information must incorporate requirements for treating customers fairly, conduct of business returns and market conduct.

9 Ombudsman schemes

- (a) All ombudsman scheme processes and procedures must be strictly complied with.
- (b) Should you be dissatisfied with the outcome of your complaint, you may refer this to one of the below Ombudsman schemes. The Ombudsman scheme details are also provided in policy documents, on claim repudiation letters and on the NI website.
- (c) The details of the relevant ombudsman schemes and regulatory bodies are as follows:

**Ombudsman for Long-term Insurance
Ombudsman for Short-term Insurance**

PO Box 32334
Braamfontein
Johannesburg
2017

ShareCall: 0860 726 890
Tel: 011 726 8900
Fax: 011 726 5501
Email: info@osti.co.za
Website: osti.co.za

Ombud for Financial Services Providers (FAIS Ombud)

PO Box 74571
Lynnwood Ridge
Pretoria
0040

ShareCall: 0860 324 766
Tel: 012 470 9080
Fax: 012 348 3447
Email: info@faisombud.co.za
Website: faisombud.co.za

**Association for Savings and Investment South Africa (ASISA)
Cape Town**

PO Box 23525
Claremont
7735

Tel: 021 673 1620
Fax: 021 673 1630

Gauteng

PO Box 52115
Rosebank
2132

Tel: 011 214 0900
Fax: 011 447 5013
Email: info@asisa.co.za
Website: asisa.co.za

South African Insurance Association (SAIA)

Ground Floor, Willowbrook House
Constantia Office Park
Corner of 14th Avenue and Hendrik Potgieter Street
Weltevreden Park

Tel: 011 726 5381
Fax: 011 726 5351
Email: info@saia.co.za
Website: saia.co.za

National Consumer Commission

Private Bag X84
Pretoria
0001

Tel: 012 940 4500
Email: nnetshitomboni@thencc.co.za
Website: nccsa.org.za

Financial Sector Conduct Authority

PO Box 35655
Menlo Park
Pretoria
0102

Tel: 0800 203 722
012 428 8000
Fax: 012 346 6941
Email: complaints@fsca.co.za
Website: fsca.co.za

SASRIA

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Benmore
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Tel: 011 214 0800 or
0800 212 676
Email: contactus@sasria.co.za
Website: sasria.co.za