
# Claim Management Policy

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Version 1.02

## Introduction

MobiLife Financial Services (Pty) Ltd obtained their FSP license (FSP 46667) in April 2016. We are committed to providing the best service possible in the industry to all our past, current and future clients. The Claims Management Framework serves to meet the requirements of section 62 of the Long Term Insurance Act and Rule 17 of the Policy Protection Rules. MobiLife will always treat their customers fairly, honestly and ethically at all times.

## Objective

The Claims Management process will be:

- Clearly defined (in plain language)
- To ensure all claims are assessed by our professional team/s and feedback communicated on timely and regular basis
- To ensure repudiation decisions are communicated to a claimant within 10 (ten) days of the decision being made
- To ensure that the reason(s) for repudiation is sufficient in detail to enable a claimant to dispute such reason(s) if the claimant so chooses
- To include the facts that informed the decision to repudiate the claim
- To inform the claimant that he/she may make representation to the insurer within 90 days of receipt of the notice to repudiate the claim
- To ensure the claimant is aware of the complaint escalation process both to the insurer and to the relevant Ombud scheme inclusive of full contact details and time limitation to lodge such a complaint
- To ensure decisions to be finalised within 24 – 48 hours, after all requirements have been submitted
- Simple to understand
- Supported by our staff
- Updated and reviewed on a regular basis
- Make sure that every claim is treated with the utmost respect, objectivity and professionalism and given the correct focus in order to resolve as soon as possible

## How to initiate / submit a claim

All claims must be submitted to **Claims@mobi.co.za** This email address is monitored frequently during the day by our staff.

## Definitions:

- **"Beneficiary"** in respect of a –

registered insurer means –

a person nominated by the Policyholder as the person in respect of whom the Insurer should meet policy benefits;

- **"Business Day"** means any day excluding a Saturday, Sunday or public holiday.

- **"Claim"** means, unless the context indicates otherwise, a demand for any policy benefits by a Claimant in relation to a policy, irrespective of whether or not the Claimant's demand is valid by submitting a duly completed claim form with supporting documentation to the Administrator;

- **"Claimant"** means a person who makes a claim;

a) **"Claim Outcome"** shall relate to the following: **"Accepted"** shall mean 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 MobiLife to assume that the Claimant has so accepted. A Claim should only be regarded as accepted once any and all undertakings made by MobiLife to provide policy benefits wholly or in part have been met.

b) **"Repudiate"** shall mean that the Claim has been wholly or partly rejected (or repudiated) and MobiLife regards the Claim as finalised after advising the Claimant (both verbally and in writing) that it does not intend to take any further action to pay the Claim. This can arise either where a Claim is rejected without offering to take steps to pay it because MobiLife regards the Claim as invalid, or where the Claimant does not accept or responds to proposals to pay the Claim and MobiLife then advises the Claimant that it does not intend to take any further action to attempt to pay the Claim.

c) **"Disputed"** shall mean the Claim is neither accepted nor rejected, but MobiLife disputes the Claim or the quantum of the Claim.

- "Escalated Claim" shall refer to the following:

a) an extension of a Claim relating to the outcome of the initial Claim;
b) the Claim is complex or unusual that it requires intervention by an impartial senior functionary appointed to deal with escalated claims;
c) the referral of the Claim to the appointed Insurer/Reinsurer for further review and feedback;
d) the referral of the Claim to a Claims Committee mandated and authorised to review the Claim and provide an outcome;
e) 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 MobiLife Complaints Management Framework.

- "Ombud" has the meaning assigned to it in the –

***a)*** Financial Services Ombud Schemes Act, 2004 (Act No. 37 of 2004) up until such time as such Act is repealed through Schedule 4 of the Financial Sector Regulation Act; and

***b)*** Financial Sector Regulation Act, from the date on which such Act repeals the Financial Services Ombud Schemes Act, 2004 (Act 37 of 2004) through Schedule 4 of such Act;

- "Plain Language" means communication that –

***a)*** is clear and easy to understand;

***b)*** avoids uncertainty or confusion; and

***c)*** 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 long-term policy where the Policyholder is a –

- natural person;

- "Policyholder" has the meaning assigned to it in the Act, and is the person who has successfully applied for and / or paid the monthly premium due for the risk to be provided;

- "Repudiate" in relation to a Claim means any action by which an Insurer rejects or refuses to pay a Claim or any part of a Claim, for any reason, and includes instances where a Claimant lodges a Claim –
  *a)* in respect of a loss event or risk not covered by a Policy; and
  *b)* in respect of a loss event or risk covered by a Policy, but the premium or premiums payable in respect of that policy was not paid

and "Repudiation" shall have a corresponding meaning;

# Claim Process

## Part 1: Our staff members

1. All staff are adequately trained and proficient on our system, and capable in dealing with the claim at hand
2. Can make the necessary required decisions to finalise a claim
3. Communicate with the claimant or initiator of the claim
4. Responsible to finalise and conclude the claim or escalate to the next level in order to finalise the claim
5. Record all details in the allocated file for the claim
    a. All claim documentations / images / other information is stored electronically
    b. Analytics performed on a regular basis
    c. Claim details transferred to our insurer on a monthly basis

## Part 2: Detail the claim process

1. Claimant / initiator to notify MobiLife of the claim
2. Capture all the details relevant to the claim:
    a. Claimant details
    b. Claim details
    c. Any documentations / images
3. Communicate and confirm with claimant / initiator:
    a. Confirm that required documentation has been received
    b. Request for any outstanding / additional documentation
    c. Update on claim
4. Assess the claim:
    a. Finalise the claim (recommendation to the insurer)
    b. Get expert help if required (escalation internally, Insurer or other)
    c. Stay in contact with the insurer/claimant
    d. See if any other requirements are needed or outstanding
    e. Initiate any further investigations if required
5. Insurer response / feedback required in order to finalise the claim:
    a. Accept claim
    b. Repudiate claim
6. Communicate with the claimant / beneficiary
    a. Claim accepted
    b. Claim repudiated (reasons / details provided)
7. If claim accepted, confirm and verify all the beneficiary details (name, surname, correct banking details)

## Part 3: Finalise claim decision and notification

1. Accept the claim and release payment within the stipulated time frame

2. Repudiate the claim (communicate letter) within the stipulated time frame

If there is a delay in the payment due to MobiLife's fault for any particular claim, the beneficiary will be entitled to interest payment linked to the current CPIX percentage over and above the claim amount.

## Repudiations outcome and disputes

The claim repudiation communication to the Claimant / initiator / beneficiary will be clear and provide detailed reasons for the repudiation / disputes with options that can be followed for recourse:

1. Clear facts / reasons in the repudiation letter
2. Options in the communication / letter to either:
    a. Lodge complaint with the relevant Ombud (details in the letter)
    b. Representation to the insurer (details in letter)

## Escalation & appeal process

Should a claimant or customer be dissatisfied with the outcome of the claim assessment, he/she may direct their dissatisfaction to MobiLife, in writing, or verbally, who will refer the matter to the Insurer for review of the decision. The Insurer will respond to the claimant within 15 working days. Should this result in a decision that is still unsatisfactory, the matter may be referred to the Internal Dispute Arbitrator at the Insurer, before referring it to an external body, such as the Ombudsman for Long Term Insurance.

**The Insurer's details:**

Guardrisk Life Limited
Postal address: P O Box 786015
Sandton
20196

**Tel:** (011) 669-1000
**Email:** info@guardrisk.co.za

In addition, the claimant / initiator / beneficiary may send a formal complaint to MobiLife at Claims@mobi.co.za
This complaint will be acknowledged within a minimum of two (2) working days.

## Prohibited claim practices

MobiLife and the Insurer may not:

1. Dissuade a claimant from obtaining the services of an attorney or adjustor
2. Deny a claim without performing a reasonable investigation or
3. Deny a claim based on the outcome of a polygraph, lie detector or truth verification or similar test.