



# **FOSCHINI RETAIL GROUP (PTY) LTD (TFG) COMPLAINTS MANAGEMENT FRAMEWORK (FRAMEWORK)**

## 1. Definitions

1.1 “**Business Day**” means any day except a Saturday, Sunday or South African public holiday;

1.2 “**Complainant**” means a person who submits a Complaint to TFG or the Insurer and includes

a –

- a) policyholder or the policyholder’s successor in title;
- b) beneficiary or the beneficiary’s successor in title;
- c) person whose life is insured under a policy;
- d) person that pays a premium in respect of a policy;
- e) potential policyholder whose dissatisfaction relates to the relevant application, approach, advertising or marketing material, 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) to (e) in this definition;

and “**Complainants**” has a corresponding meaning;

1.3 “**Complaint**” means an expression of dissatisfaction by a person to TFG, the Insurer or to the Insurer’s service provider, relating to a policy or service provided or offered by TFG or that Insurer or service provider, which indicates or alleges, regardless of whether such an expression of dissatisfaction is submitted together with or in relation to a Policyholder Query, that –

- TFG, the Insurer or its service provider has contravened or failed to comply with an agreement, a law, a rule, or a code of conduct which is binding or to which it subscribes;
- TFG, the Insurer or its service provider’s maladministration or wilful or negligent action or failure to act, has caused the person harm, prejudice, distress or substantial inconvenience; or
- TFG, the Insurer or its service provider has treated the person unfairly;

and “**Complaints**” has a corresponding meaning;

1.4 “**Evidence**” means the information that TFG and/or the Insurer has obtained in order to review, adjudicate and resolve a Complaint and includes, but is not limited to, claims forms, administration documentation, sales and other recordings, application forms, policy documentation and premium payment history;

1.5 **“FAIS Complaint”** means a specific Complaint, submitted by a Complainant to the FAIS Ombudsman, TFG and/or the Insurer, relating to a financial service rendered by TFG and/or the Insurer or their representative to the Complainant on or after the date of commencement of the Financial Advisory and Intermediary Services Act (FAIS), and in which Complaint, it is alleged that TFG, the Insurer or their representative/s has/have –

- contravened or failed to comply with a provision of the FAIS Act and that as result thereof the Complainant has suffered or is likely to suffer financial prejudice or damage;
- wilfully or negligently rendered a financial service to the Complainant which has caused prejudice or damage to the Complainant or which is likely to result in such prejudice or damage; or
- treated the Complainant unfairly;

1.6 **“FAIS Ombudsman”** means the Ombudsman for Financial Services Providers;

1.7 **“Insurer”\*** means Guardrisk Insurance Company Limited, Guardrisk Life Limited or Mutual & Federal Risk Financing Limited (M&FRF), depending on the product which forms the subject matter of the Complaint;

1.8 **“OLTI”** means the Ombudsman for Long-Term Insurance;

1.9 **“OSTI”** means the Ombudsman for Short-Term Insurance;

1.10 **“Policyholder Query”** means a request to TFG, the Insurer or the Insurer’s service provider by or on behalf of a policyholder, for information regarding TFG, the Insurer or service provider’s policies, services or related processes, or to carry out a transaction or action in relation to any such policy or service;

1.11 **“Rejected”** in relation to a Complaint means that a Complaint has not been upheld and that TFG and/or the Insurer regard/s the Complaint as finalised after advising the Complainant that it does not intend to take any further action to resolve the Complaint and includes Complaints regarded by TFG and/or the Insurer as unjustified or invalid, or where the Complainant does not accept or respond to TFG and/or the Insurer’s proposals to resolve the Complaint;

1.12 **“Upheld”** means that a Complaint has been finalised wholly or partially in favour of the Complainant, in that –

- the Complainant has explicitly accepted that the matter is fully resolved; or

- it is reasonable for TFG and/or the Insurer to assume that the Complainant has so accepted; and
- all undertakings made by TFG and/or the Insurer to resolve the Complaint have been met or the Complainant has explicitly indicated his/her satisfaction with any arrangements to ensure such undertakings will be met by TFG and/or the Insurer within a time acceptable to the Complainant;

and “**Upholding**” has a corresponding meaning.

## **2. Objectives**

2.1 The Framework formalises the practice required for effective management and handling of Complaints. The objective is to ensure effective standards of Complaints management in order to –

- ensure fair customer outcomes;
- restore and enhance relationships with Complainants for the purpose of on-going business retention and growth;
- ensure that Complainants do not face any unreasonable barriers to lodge Complaints;
- protect and enhance TFG and the Insurer’s reputation;
- allow for effective reporting, detailed analysis and identification of trends related to Complaints;
- achieve effective and timely resolution of Complaints in respect of acceptable turn-around times;
- provide guidelines for acknowledging Complaints (and Complainant communication) and for recording Complaints;
- improve organisational effectiveness through learning from customer feedback and root cause analysis;
- ensure effective management of Complaints, in line with this Framework;
- ensure requirements are met for reporting purposes to the Insurer and relevant authority;
- ensure that all regulatory changes and requirements in terms of the Policyholder Protection Rules and other relevant legislation are met and adhered to; and to
- ensure objectivity by the Complaints handling staff in attending to and resolving a Complaint.

2.2 This framework sets out TFG and the Insurer’s philosophy concerning the way Complaints are handled, resolved and mitigated (mitigated refers to conducting analysis of Complaints for root cause analysis to ensure processes are improved to reduce Complaints where necessary).

### **3. Key principles for effective Complaints management**

The following principles apply to this Framework –

3.1 **Customer-centricity:** The customer and fair customer outcomes are central to the sustainability of TFG and the Insurer.

3.2 **Consistent and objective decision-making:** TFG and the insurer will ensure that employees and decision-makers avoid bias when handling Complaints so that principles of fairness and objectivity are upheld.

3.3 **Quality of investigation:** TFG and the Insurer will take reasonable steps to gather and investigate all relevant information and circumstances when handling Complaints.

3.4 **Timely resolution:** TFG and the Insurer recognise that all Complaints must be resolved in a timely manner and in line with timelines set out in this Framework.

3.5 **Confidentiality of customer data:** As far as possible, TFG and the Insurer will maintain the confidentiality of customers’ personal data and comply with the relevant legislation to ensure that internal controls are in place for safeguarding of customer data.

### **4. Allocation of responsibilities**

4.1 The table below outlines the responsibilities of the stakeholders for this Framework –

<b>Responsibility</b>	<b>Structure</b>	<b>Responsibilities</b>
Supervision	Operating Board	The Board is ultimately responsible for the requirements of this Framework but delegates its functions to management.
Operational Implementation	TFG Insurance Management	Approves, oversees and implements this Framework.
Operational Implementation	Complaint handlers	Implement, communicate and ensure that all Complaints are managed in accordance with this Framework.
Monitoring	Compliance	Compliance is responsible for – <ul style="list-style-type: none"> <li>• reviewing adherence to the requirements outlined by this</li> </ul>

		<p>Framework;</p> <ul style="list-style-type: none"> <li>• reporting to the relevant committee on significant complaints received that identify substantial risks;</li> <li>• ensuring that this Framework remains in line with legislation.</li> </ul>
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4.2 Complaints-handlers are –

- adequately trained;
- experienced in Complaints handling;
- not subject to any conflict of interests;
- required to follow the principles, processes and timeframes set out in this Framework;
- adequately empowered to make impartial decisions.

4.3 The Complaints-handler will ensure that the following information is recorded and where necessary, communicated to the Complainant, when a Complaint is considered and adjudicated –

- the personal details of the Complainant and the subject matter of the Complaint;
- copies of all relevant Evidence, correspondence and decisions;
- the Complaint categorisation;
- the progress and status of the Complaint, including the estimated turnaround time on the resolution of the Complaint;
- the outcome of the Complaint where the Complaint is Upheld and details of the action which must be carried out within the agreed timelines;
- the outcome of the Complaint where the Complaint is Rejected with clear and adequate reasons for the Rejection of the Complaint, including the applicable escalation process.

**5. Complaint management process followed by TFG**

5.1 The Complainant can lodge a Complaint with TFG through various channels, such as in person at any TFG store, telephonically via Customer Services on 0860 576 576, by email

([customerservices@tfg.co.za](mailto:customerservices@tfg.co.za)). All of the documents and information that support the Complaint should be submitted at the time of lodging the Complaint.

5.2 The Complaint will be recorded on the Reputation Management System (RMS) within one (1) business day after receipt.

5.3 Contact will be made with the Complainant within two (2) business days of receipt of the Complaint, in line with the Complainant's preferred method of contact, to acknowledge receipt of the complaint. All communication with the Complainant must be in plain language. The following will be provided to the Complainant –

- contact details of the person or department dealing with the Complaint;
- timelines for addressing the Complaint;
- details of the internal complaints escalation process, referral to the Insurer and the relevant Ombud.

5.4 TFG undertakes to resolve the Complaint, either by Upholding or Rejecting the Complaint, within fifteen (15) Business Days of receipt of the Complaint, provided that all the relevant information and documents requested has been provided by the Complainant.

5.5 Any failure or delay on the part of the Complainant to provide the requested information or documents will result in an extension to the resolution period set out in 5.4 above.

5.6 **TFG has the right to** request any additional information or documents that may be necessary to facilitate the adjudication of the Complaint.

5.7 Once a decision has been made, it must be communicated in writing to the Complainant with full reasons.

## **6. Categorisation of Complaints**

On receipt, the Complaint will be categorised into –

- Complaints relating to the design of a policy or related service, including the premiums or other fees or charges related to that policy or service;
- Complaints relating to information provided to policyholders;
- Complaints relating to service to policyholders, including Complaints relating to premium collection or lapsing of policies;

- Complaints relating to policy accessibility, changes or switches;
- Complaints relating to Complaints handling;
- Complaints relating to insurance risk claims, including non-payment of claims; and
- other Complaint categories.

## **7. Escalation of Complaints on rejection or where the Complaint is not resolved to the satisfaction of the Complainant**

7.1 Where a Complaint is Rejected, or not resolved to the satisfaction of the Complainant, the Complainant will be provided with clear and adequate reasons for the decision and be informed of the escalation or review process, which is set out below –

- escalate the Complaint in writing to the insurer within 90 (ninety) days of the Complaint being Upheld or Rejected if the Complainant is dissatisfied with the outcome of the investigation –
  - the contact details for Guardrisk Insurance Company Limited and Guardrisk Life Limited for this purpose are telephone: 0860 333 361 or email: ([complaints@guardrisk.co.za](mailto:complaints@guardrisk.co.za));
  - the contact details for M&FRF for this purpose are telephone: 0860 634 357 or email: ([complaints@omnisure.co.za](mailto:complaints@omnisure.co.za));
- institute legal action against the insurer by serving summons on it (if the Complaint is not resolved at the end of the 90 (ninety) day period referred to above), within 6 (six) months of the Complaint not being resolved during the 90 (ninety) day period referred to above, failing which such legal action will no longer be possible; or
- refer the Complaint to the FAIS Ombudsman (if the Complaint qualifies as a FAIS Complaint), OSTI or the OLTJ at any time if the Complaint is not resolved to his/her satisfaction.

The contact details of the regulatory bodies which the Complainant may contact if he/she wants to lodge a Complaint are –

- Ombudsman for Short-term Insurance
  - Tel – 011 726 8900

- Fax – 011 726 5501
- Email – [info@osti.co.za](mailto:info@osti.co.za)
- Post – P.O. Box 32334, Braamfontein, 2017
- Ombudsman for Long-term Insurance
  - Tel – 021 657 5000
  - Fax – 021 674 0951
  - Email – [info@ombud.co.za](mailto:info@ombud.co.za)
  - Post – Private Bag x45, Claremont, Cape Town, 7735
- FAIS Ombudsman
  - Internet – [www.faisombud.co.za/howtocomplain](http://www.faisombud.co.za/howtocomplain)
  - Email – [info@faisombud.co.za](mailto:info@faisombud.co.za)
  - Tel – 012 470 9080
  - Post – P.O. Box 74571, Lynwoodridge, 0040

## **8. Engagement with ombud schemes**

TFG and the Insurer –

- maintain open and honest communication and co-operation between ourselves and any Ombud with whom we deal;
- monitors determinations, publications and guidance issued by the relevant Ombudsman with a view to identifying potential risks in our products, services or practices and to be aware of such rulings or determinations in relation to claims process and interpretation of policy provisions.

## **9. Complaints referred to the FAIS Ombud in accordance with the FAIS Act**

9.1. Foschini Retail Group (Pty) Ltd is an authorised Financial Services Provider (FSP) in terms of FAIS Act.

9.2 As an FSP, TFG is obliged to maintain an internal Complaints resolution process which includes the maintenance of a comprehensive Complaints Management Framework outlining

TFG's commitment to and procedures for internal resolution of Complaints which are required to be handled in accordance with the FAIS Act.

9.2 A FAIS Complaint is defined in clause 1.9 above.

9.3 The elements of a FAIS Complaint are –

- it must be in respect of advice or intermediary services provided at any time after the 1st of October 2004; and
- the Complainant must have suffered, or is likely to suffer, a financial loss as a result of failure on the part of TFG to comply with the FAIS Act; or
- the Complainant must have suffered, or is likely to suffer, financial loss as a result of TFG having wilfully or negligently rendered an intermediary service to the Complainant, which has caused prejudice or damage to the Complainant, or which is likely to result in such prejudice or damage; or
- TFG treated the Complainant unfairly.

9.4 The following principles must be followed by all employees involved in the management and resolution of FAIS Complaints for TFG –

- the availability of this Framework will be made known in relevant business documents and/or communications to Complainants;
- FAIS Complaints must be submitted in writing and must contain all relevant information, and copies of all relevant documentation must be attached;
- Complaints can be logged using the methods and contact information set out in section 5 above, alternatively, by emailing ([faiscomplaints@tfg.co.za](mailto:faiscomplaints@tfg.co.za));
- all FAIS Complaints will be logged on TFG's RMS by the Complaint-handling staff member within **twenty four (24) hours** after receipt;
- the Complaint-handling staff member will also send a written acknowledgement of receipt to the Complainant within twenty four (24) hours after receipt;
- the Complaint-handling staff member will assess the merits of the Complaint to make a determination, either wholly or partially in favour of the Complainant or TFG;
- TFG will have **six (6) weeks** in which to respond to a Complaint received from the FAIS Ombudsman;

- all attempts to resolve the Complaint will be undertaken and the final decision will be communicated to the Complainant in writing once a final decision is made;
- this outcome must will also be communicated to the FAIS Ombudsman;
- as set out in the FAIS Act, where a Complaint cannot be resolved within six (6) weeks of receipt, TFG will send a written correspondence to the Complainant informing the Complainant that he/she can refer the Complaint to the FAIS Ombudsman within **six (6) months** of the date of the final correspondence from TFG;
- in the event of a dismissal of a Complaint by TFG, the Complainant, if unsatisfied with the dismissal, may pursue further proceedings before the FAIS Ombudsman in respect of such Complaint;
- where a Complainant remains unreasonable, and/or rejects any offer made, this too must be communicated to the FAIS Ombudsman;
- any offer made that is accepted by the Complainant must also be communicated to the FAIS Ombudsman by the Complaints-handling staff member;
- there will be adequate training of all relevant staff, including imparting and ensuring full knowledge of the provisions of the FAIS Act, the rules of the FAIS Ombudsman, the FAIS Act and General Code of Conduct, with regard to the management and resolution of FAIS Complaints.

## **10. Approval of the Framework**

Action	Position	Date approved
Approved by	<ul style="list-style-type: none"> <li>• Guardrisk Insurance Company Limited</li> <li>• Guardrisk Life Limited</li> <li>• M&amp;FRF</li> <li>• TFG Insurance Management</li> <li>• TFG Compliance</li> </ul>	
Owned by	TFG Insurance Commercial Manager	
Administered by	TFG Compliance	

## **11. Review of the Framework**

This Framework will be reviewed every two years. The next revision date is 30 June 2021.

\*Guardrisk Insurance Company Limited is the insurer for the following Short-Term Insurance products Account Benefits, TFG Critical Care, TFG Critical Care Family, TFG Device Insurance, Critical Illness, TFG Income Aid, TFG Legal Plan Silver, TFG Legal Plan Gold, TFG Legal Plan Platinum, LifeNet, LifeNet Platinum, TFG CancerCare, TFG CancerCare Platinum, Club, Club Platinum, TFG Retrenchment Plan, TFG Domesti-Care, TFG Dental Plan, TFG Dental Plan Family, TFG TechProtect, TFG Screen Protect.

Guardrisk Life Limited is the insurer for the following Long-Term Insurance products Funeral Plan, Account Balance Protection, TFG Accident Plan, Big Buy Account Balance Protection.

M&FRF is the insurer for the following Short-Term Insurance products Jewellery Insurance and TFG Handbag Insurance.

Version: June 2019

Policy owner: TFG Insurance Commercial Manager (G Jones)