

INSURANCE CODE OF PRACTICE

LIFE & GENERAL INSURANCE

GOVERNING PRINCIPLES AND STANDARDS OF CONDUCT

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1. OBJECTIVES OF THE CODE

The insurance industry is an integral part of the Mauritian household and business community and all insurers recognise the role they are called to play in supporting the community's evolving needs and expectations for a thriving and inclusive society.

Insurance can help to protect you, your family and your business from life's unpredictable and unforthcoming events in a number of ways:

- For loss you suffer from certain events affecting your person, such as death, disability, critical illness or loss of income;
- For loss you suffer from natural disasters or other events such as travel cancellation;
- For loss or damage to your valuable possessions – such as your home, car, your business and infrastructure;
- For your responsibility or “liability” to others in the event you cause them loss or damage.

The Insurers' Association of Mauritius (“IAM”), has established this Code of Insurance Practice (the “Code”) for application by member insurers (*also referred to as “we” or “us” throughout the Code*) in a bid to meet demands of policyholders and the public in general (*thereafter, interchangeably referred to as “you”*) as well as to promote their protection at large.

The objectives of the Code are to:

- (a) Commit to high standards of customer service;
- (b) Enhance better communication with you;
- (c) Provide a fair and effective mechanism to resolve Complaints;
- (d) Maintain trust and confidence within the insurance industry; and
- (e) Promote continuous consumer education and financial literacy.

The Code covers common life insurance and general insurance products available in the Republic of Mauritius. Whilst the Code touches elements of B2B insurance (products sold to the corporate market), its main focus remains the individual B2C market (retail insurance).

The Code is designed and intended to be in full compliance with all prevailing laws. For avoidance of doubt, in the unlikely event that there is a conflict or inconsistency with any legislation, the provisions of the law shall take precedence over the Code.

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2. WHAT THE CODE MEANS FOR YOU?

It is acknowledged that our customers, and our relationships with our customers, are the foundations of our business, which is based on **Utmost Good Faith**. This requires contracting parties to disclose honestly and positively all material facts pertaining to the subject matter of insurance before and during the period of the insurance policy and not mislead nor withhold any information which would influence the terms of acceptance pertinent to the insurance contract.

In the event that you have concerns about our dealings, or about any aspect of our relationship, then you may ask us to address the concern directly or make a Complaint to us through our Complaints process.

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3. OUR OBLIGATIONS TO YOU

We endeavour to:

- Adopt a **transparent, fair and inclusive** approach in all transactions;
- Demonstrate highest levels of **respect** and integrity throughout all interactions;
- Resolve your concerns and service requests in a **timely and reasonable** manner;
- Work towards the **prevention and avoidance** of similar concerns in a constructive manner;
- Remain **accessible** for any specific assistance you may require whether in the determination of your insurance and financial protection needs or in seeking clarification on your next course of action when faced with an unforthcoming event;
- Use **clear and plain** language that facilitates your understanding of features pertaining to our suite of products and services as far as practically possible;
- Design and implement insurance offerings that **add value to the community** at large; and
- Maintain and nurture a **pleasant, long lasting and mutually rewarding relationship** with you.

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4. OUR STANDARDS

The following guiding principles will govern our actions within the industry:

1. Integrity
2. Fairness
3. Transparency
4. Respect
5. Trust
6. Timeliness
7. Social Responsibility

4.1 OUR EMPLOYEES & REPRESENTATIVES

We will:

- Ensure that our personnel and sales representatives gather the appropriate knowledge to deal with you professionally and provide their services competently;
- Provide sufficient and regular training to our personnel and representatives to maintain the requisite competency standards and keep abreast of insurance principles, products, applicable laws and trends amongst others;
- Ensure compliance with all applicable laws and regulations, including your rights with regards to data protection;
- Ensure adequate Customer Service to facilitate the handling of your service requests and concerns;
- Explain and clarify technical terminology where used in policy or other contractual documentation;
- Offer such additional support where required in understanding insurance options proposed or when submitting your claim;
- Participate in consumer education and accessibility of insurance offerings to the public at large; and
- Endeavour to resolve any matter, dispute or disagreement promptly.

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4.2 OUR SERVICE PROVIDERS

Our key independent and ancillary service providers include, amongst others:

- Insurance brokers and any other intermediary insurance salespersons;
- Medical practitioners, clinics, hospitals and recognised healthcare service providers;
- Valuation surveyors, loss adjusters, registered engineers and other professionals in domain expertise of subject matter of insurance;
- Garages and recognised repair centres;
- Any specific outsourced non-insurance service such as Customer Helplines or other subcontractors authorised to act on our behalf.

We endeavour to establish appropriate policies and procedures to ensure that our selected independent and ancillary service providers:

- Conduct business according to fair and acceptable trade practices;
- Provide services that match their expertise and inform you of the services they are authorised to deliver on our behalf;
- Keep your personal information confidential and are authorised to only use that information for the purpose of the service(s) they have been entrusted to provide; and
- Act in compliance with governing laws and regulations.

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5. APPLICATION OF THE CODE FOR SHORT-TERM (GENERAL) INSURANCE

5.1 ON-BOARDING

- It is obligatory that you provide all necessary documents to ensure compliance with the AML/CFT Requirements;
- We will request to you any further information we may require in our risk-based assessment, until we are satisfied that all requirements have been met.

5.2 PURCHASING INSURANCE

5.2.1 ADVERTISING

We shall ensure that our advertising:

- Complies with the requirements of the Financial Services Commission;
- Is clear, easy to understand and not misleading;
- Is consistent with the product design, its inherent product features and important disclosures as well as the target audience for whom the product is designed to meet their genuine consumer needs;

5.2.2 REQUEST FOR QUOTATION

- You can contact us for a quotation either directly or through an insurance agent or a broker.
- A request seeking insurance should be put forward to us stating clearly your needs and providing us with all the necessary documents / information / disclosures to enable us to assess your risk, in view of providing you with a quotation.
- We will provide you promptly with a quotation, within the time frame agreed, and upon receiving all the required details/documentations.
- We may decide not to submit a quotation on the basis of material disclosures pertaining to this risk or on account of it falling outside our underwriting mandate or risk appetite.

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5.2.3 ENSURING YOU TAKE AN INFORMED DECISION

Before an insurance contract is concluded, we will give you the following information:

- the total premium of the insurance contract, including any other fees/charges.
- the significant features and benefits, main exclusions and/or limitations, including any subjectivities, and cross-references to the relevant policy document provisions.
- the duration of the policy;
- a specimen of the applicable policy wording(s).

This information will be communicated in a clear and accurate manner.

5.2.4 EVIDENCE OF COVER

- We endeavour to use plain, simple and easy-to-understand language, terminology, terms and conditions in our policy wording;
- If we identify, or you tell us about, a mistake in information or documents submitted to us, we shall take necessary actions to correct same and change/ “endorse” your insurance policy if it has already been issued;
- We will provide you written information relating to at least the following matters, namely:
 - those of the representations made by you or on your behalf to us which were regarded as material to our assessment of the risks under the policy;
 - the premiums payable and the policy benefits provided under the policy;
 - the disclosure of fees, commissions and other costs on the policy;
 - the events in respect of which the policy benefits are to be provided and the circumstances, if any, in which those benefits are not to be provided.
- The industry time frame for policy issuance is indicatively provided in the Summary Table, as may be amended from time to time, in the Annexure to this Code.

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5.3 FREE CHOICE OF POLICY

Customers are informed that they have in terms of section 81 of the Insurance Act, a free choice in respect of their policy.

Any customer entering into a contract in terms of which money is loaned, goods are leased or credit is granted to him/her, and where a party to that contract requires that an insurance policy or its policy benefits be made available and used for the purpose of protecting its interests as a creditor, the latter must ensure that the customer has confirmed in writing that he/she was given prior written notification of his/her entitlement to the freedom of choice, which he/she has freely and willingly exercised.

However, this shall not apply to a loan granted to you by a long-term insurer against a security of a long-term insurance policy.

5.4 POLICY RENEWAL

We will:

- Remind you about the renewal due date through a renewal notice;
- Indicate to you the renewal terms and conditions. You will decide and communicate to us whether the proposed terms and conditions are still appropriate and valid for your circumstances.

Our insurance policies are not subject to '*tacite reconduction*', unless specified otherwise. We may decide, subject to prior notification at least 30 days of the renewal date, not to submit a renewal invitation to you on account of, amongst others:

- a material change in the risk; and/or
- the claims record; and/or
- lack of reinsurance support; and/or
- a change in our underwriting philosophy; and/ or
- any other matter deemed material to us.

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5.4.1 AUTOMATIC RENEWAL

If we are offering you an insurance product that can be renewed automatically, then, at the time of purchase and at each renewal, we will:

- remind you about the automatic renewal process;
- tell you to confirm your schedule of benefits or sum insured to see if your level of insurance cover is up to date.

You have the right to object to the automatic renewal by giving written notice to us at least 20 days before the expiry of the insurance policy.

5.5 PAYING YOUR PREMIUM

- Premium payment will be governed by the terms and conditions of the insurance policy.
- In case of non-payment of premium, we may bring an end to or suspend the insurance cover, subject to the application of the relevant provisions of the law.

5.6 POLICY CANCELLATION

- The industry time frame for a refund is indicatively provided in the Summary Table as may be amended from time to time in the **Annexure** to this Code.
- If you arranged your insurance through an insurance broker, then different timelines may apply, depending on the arrangement with the broker.
- Your insurance cover may be cancelled before the normal expiry date for events mentioned in the Mauritian Civil Code, which include, but are not limited to, non-payment of premium, aggravation of risk, withholding of facts or intentional false declaration by you.
- In the event of a cancellation by anticipation, i.e. where each party agree to terminate the policy prior to the expiry date, we may retain a customary short-term premium or refund the premium on a pro-rata basis.

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5.7 CLAIM

5.7.1 WHEN TO MAKE A CLAIM

Losses and damages caused by fortuitous events or caused by your fault fall within our responsibility, except for those that are excluded in the policy.

However, we will not be liable, notwithstanding any agreement to the contrary, for losses and damages resulting from an intentional or fraudulent act on your part.

5.7.2 BEFORE MAKING A CLAIM

You can ask us if your insurance policy covers a specific event before you make a claim.

When we answer your question, we have the duty to advise your right and all the benefits relating to that event under the Policy.

5.7.3 CLAIMS NOTIFICATION

You are obliged to notify us, at the latest within five days, of any event as soon as you become aware of same, and which is likely to involve the guarantee under your policy.

The deadlines for the above declaration may be extended by mutual agreement between you and us.

The forfeiture of the policy, resulting from a clause of the contract, cannot be invoked against you, in case you prove that you have been, as a result of a fortuitous event or force majeure or as a result of absence or remoteness, in the impossibility of making your statement within the time limit.

5.7.4 MAKING A CLAIM

If you make a claim, then we will tell you:

- a) about our claims process;
- b) about excess amounts you have to pay in relation to your claim;

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- c) about any waiting periods that need to be completed prior to initiating payment under your policy;
- d) how we shall communicate with you regarding your claim.

5.7.5 ASSESSING YOUR CLAIM

When we are assessing your claim, we may appoint:

- Internal Assessors/Experts/consultants;
- Third party Assessors/Experts/consultants.

If we ask you for more additional information, then we will do so promptly and as comprehensively as possible.

5.7.6 CLAIM DECISION

Once we have all relevant information and have completed all enquiries, we will decide whether to accept or repudiate your claim and inform you accordingly in writing.

In case of dispute or disagreement, we will advise you of potential dispute resolution methods available under your policy or available under the relevant applicable laws.

- Claim settlement in motor insurance will be made on the basis of share of liability given in the *Settlement of Motor Insurance Claims: Share of Liability and Recovery Table* provided in the **Annexure** to this Code.

5.7.7 SUBROGATION

We, after having paid the insurance indemnity, are subrogated, up to the amount of that indemnity, in your rights and actions against the third parties who, by their act, have caused the damage giving rise to the liability.

We may be relieved, in whole or in part, of our liability towards you, when the subrogation can no longer operate in our favour, due to your actions.

By way of derogation from the preceding provisions, we will have no recourse against your children, descendants, ascendants, allies in direct line, servants, employees, workers or

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servants, and generally any person usually living in your household, except in the case of a malicious act committed by one of these persons.

5.7.8 ISSUES WITH YOUR CLAIM

If you have a Complaint about anything to do with how we handled your claim, then you may make a Complaint through our Complaints Procedure, as per Section 7 of the Code.

5.7.9 EXCEPTIONAL CIRCUMSTANCES

The following shall be deemed to be exceptional circumstances which can potentially delay our response to you:

1. We are legitimately faced with circumstances that are beyond our control;
2. Your claim arises from an extraordinary Catastrophe;
3. Your claim is pending information from investigative authorities;
4. You do not respond to our reasonable inquiries or to our requests for documents or information about your claim;
5. We have difficulty communicating to you by reason of your unknown whereabouts.

In such circumstances, we will inform you of our decision in writing within the delay indicatively provided in the Summary Table in the **Annexure** to this Code.

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6. APPLICATION OF THE CODE FOR LONG-TERM INSURANCE

In this Section,

“you” refers to the prospective buyer or policyholder, and “we/us” refer to the long term insurance company (also known as “long term insurer”).

“Representative” refers to a person acting for a licensed or exempt Financial Adviser (FA) such as an FA firm, insurer, bank, general insurance broker, securities firm or a finance company.

“Days” refer to the calendar days, unless otherwise stated.

6.1. BUYING LONG TERM INSURANCE

6.1.1. Application form

The application form can be in a paper format or digital format.

Long term insurance is based on “good faith”, so we rely on you to tell us in the application form important facts you know or ought to know, and to give us the information that we ask for. If you are not sure whether the information is important, do tell us in any case, and this includes any information you have verbally told your representative.

You should read and understand the application form or any other forms (regardless whether paper or digital) and as far as possible fill the form in your own handwriting before you sign on them. Please do not sign any blank form that is not filled in. Please also put the date when you are signing any form.

Before the application is accepted by us, if there is a change in your health or a change to the information given in your application form, you need to inform us without delay.

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6.1.2. Processing your application to buy

An application can be accepted, counter-offered or declined by us. It can also be withdrawn at your request.

We will inform you of our decision to accept, counter-offer or decline your application within 30 days after we receive all information relevant to your application.

If we need to ask your doctor(s) for medical report(s), this may take more than 90 days, and in such a case, the actual length of time taken to complete your purchase is not within our control.

If we offer you modified terms of cover, we will need your acceptance to these terms before we can issue your policy.

6.1.3. Your new policy

A policy is a legal contract of long-term insurance.

We will give you the new policy document within 30 days from the date of policy issuance, which means that the application is approved and the full premium has been received by us.

Do read all the documents contained in the package. It is important to fully understand the benefits, i.e. what is and is not covered and the conditions of the cover. Cover will vary from policy to policy and long-term insurer to long term insurer.

You can ask us for a copy of your filled-in application form. We will highlight to you the important conditions in your contract.

6.1.4. Duration of your policy

The duration of the insurance policy and the conditions attached to its cancellation are governed by the policy.

However, a long-term insurance policy should provide for modalities for the cancellation, at the option of a natural person policyholder, within 1 month from the date of receipt of the policy documentation, without the need to give any reason. In such circumstances, following the cancellation of the policy, and subject to

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the exception for unit-linked policies below, the insurer shall reimburse to the customer all the premiums paid within 30 days from when the request of cancellation is received by the insurer.

As far as unit-linked policies are concerned, the amount to be reimbursed to the policyholder will be the value of the units on the date the cancellation request is received by the insurer or all the premiums paid, whichever is lower.

6.2. MANAGING AND SERVICING YOUR POLICY

6.2.1. Long term insurer's right to end the policy

After your policy has been in force for a certain period of time (usually one or two years), we cannot treat the policy as if it had never been issued (i.e. cannot contest the policy).

However, if we can prove fraud, we have the right to end the policy even after this period of time.

It is possible that we may not refund any premiums paid as in accordance with article 1983-30 of the Civil Code or depending on your contract we may refund premiums paid - without interest and less any policy debt or any medical or other expenses paid by us in connection with this policy.

6.2.2. Age incorrectly given

If your age was incorrectly stated in the policy document, we may adjust the benefits we will pay accordingly:

- If the age was understated, the benefit we will pay is based on the premium rate for your true age applied to the amount of premiums you have paid.
- If the age was overstated, we will refund any excess premiums paid without interest.
- If you were not eligible for insurance at your true age, we have the legal right to treat your policy as if it had never been issued and in which case, we will refund the premiums paid without interest after we have deducted for any amounts owing to us.

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6.2.3. Committing suicide

If you commit suicide within the period stated in the policy, we will not pay the death benefit from the policy. Any refund of premiums paid will be dependent on your contract.

6.2.4. Losing your policy

A policy is a legal contract of long-term insurance.

If you lose your original policy document, please contact us and we will give you a copy of your policy document.

We may charge you for the copy.

6.2.5. Notice of change to policy term

Some policies allow us to change the premium, cover or benefits of the policy.

If we need to modify any of the original terms of your policy, we will tell you at least 30 days before the modification takes place. We will explain to you the existing term and the intended modification and give you a choice to accept the modified term or reject it and end your cover.

6.2.6. Making changes to your policy

There are various ways for you to make your request to change such as by phone, in writing or through online mode.

However, different long-term insurers have different practices. Depending on the long-term insurer, for all types of changes or only for certain types of changes, certain ways of making your request are not accepted for identification and security reasons.

Further, not all changes are permitted. What can be changed will vary from policy to policy, and from long term insurer to long term insurer. Please contact the insurer concerned for guidance.

We will respond to you in the following ways:

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- Tell you the progress of your request within 14 days from receipt of your request.
- Give you documents that you need to have by law.
- Give you full details of any premiums or charges that you need to pay or that we will return to you.
- Give you a receipt as proof of payment if you paid by cash.
- Send the refund to you within 14 days from the day we tell you about the change.

6.2.7. Regular reports

For single premium or recurrent single premium investment-linked policies, for regular premium investment-linked policies, and for all investment-linked policies, we will provide you with an annual statement on the value of your policy.

For participating policies, we will send you a statement on the annual bonus or dividend for each of your policies once a year.

6.2.8. Taking a policy loan

If your policy has a cash value and the policy allows for it, you may apply for a loan secured on the policy. The cash value is the amount we will pay you if you decide to end your policy. The amount of loan and the rate of interest to be charged will vary from policy to policy and from long term insurer to long term insurer.

We will tell you the interest rate we charge at the time you take out the loan. From then on, we will let you know of any change to the interest rate at least 30 days before the change takes place.

We will tell you the total amount to be repaid at least twice a year.

6.2.9. Cashing in and ending your policy

The surrender value is the amount we will pay you if you decide to end your policy.

- There will be a surrender charge applicable both on single premium whole life and endowment policies and on regular premium whole life and endowment policies.

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- Investment-linked policies have a surrender value, which is the current value of the units in the policy.
- Buying a regular premium whole life, endowment or investment-linked policy usually incurs high costs and any surrender value payable on early termination may be less than the total premiums paid.
- Investment-linked policies have a surrender value, which is the current value of the units in the policy less any surrender charge as specified in your policy contract.
- Term insurance policies do not have a surrender value.

Please look at your policy contract for detailed information.

6.2.10. Changing your policy

Changing the policy to an extended term insurance

If you do not wish to continue paying the full premium, you can change the policy to an extended term insurance (ETI). The conditions for doing this will vary from insurer to insurer.

When that happens, your policy will no longer have any cash-in value and there will be an end date for the ETI. Any supplementary coverage for critical illnesses or disability may also end.

Changing the policy to a paid-up policy

You can keep your policy going for the rest of the policy term with a reduced sum insured. The conditions for doing this will vary from insurer to insurer.

6.2.11. Transferring your policy

Assignment

If your policy allows for it, you can transfer (“assign”) your policy to another person or organisation. You need to give us a written notice if you want to do this. You are responsible for making sure that the transfer is legally valid.

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6.3. HANDLING YOUR CLAIM

We have information and clear instructions on our website on how to make a claim. You can also contact your representative or call us.

We handle your claims promptly and in a fair manner.

6.3.1. Making a claim

You or the person making a claim must give us a notice in writing of the claim within 30 days of the event or as soon as possible. There are conditions which relate to a time limit or expiration date for making a claim. Commonly we acknowledge receipt of your notice of claim within seven days.

Within 14 days of us receiving the notice of claim, we will let you know whether we need any more information.

We will keep you informed of the progress of the claim and whether we are waiting for a response from you.

6.3.2. Our decision-making

We will not unreasonably reject a claim or treat your policy as if it had never been issued unless you did not give us important (“material”) information, which was:

- Asked in the application form, and had you answered it at the point of application, it would have affected our decision whether to accept your application for insurance; or
- A fact you should reasonably have known of; or
- A fact that we could reasonably expect you to disclose.

We will reject your claim if it involves fraud, deception or deliberately giving of false information.

Within 21 days of us receiving full information for claim assessment, we will let you know of our decision to accept or reject the claim.

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6.3.3. Settling a claim

For straightforward cases, we will pay a claim within 14 days of receiving all of the required documents. For more complex cases, more time may be needed and you will be kept informed of the progress.

For death claims, we will pay interest if we pay a claim more than two months from the date we received written notice of the death as well as all the necessary documents to proceed with the assessment of the claim. The interest will apply from the date your claim has been approved until the date we make the payment. We will work out the interest payment using the interest rates published by the banks.

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7. RAISING A COMPLAINT

We are committed to providing our customers with quality products and the highest standards of service. However, it may happen that you are not satisfied with one of our products or the service you have received from us.

We value complaints as they assist us to improve our products, services and customer service.

If you are dissatisfied with a service or product provided by us, you should in the first instance consider speaking directly with the staff member/s you have been dealing with. If you are uncomfortable with this or consider the relevant staff member is unable to address your concerns, you can call or write to the Manager in charge.

We endeavour to resolve your issues at the first point of contact. However, if you are still disappointed with the response of the staff member and/or his Manager, please write or contact the Complaints Coordinator with full details including the Policy and/or claim number.

The Complaints Coordinator will acknowledge receipt of your complaint within five (5) business days. Once your complaint has been received, he/she will undertake an initial review of your complaint.

We will aim at addressing your complaint within 30 business days of you lodging your complaint.

However, this may not always be possible on every occasion. Where we have been unable to resolve your complaint within 30 business days, we will inform you of the reason for the delay and specify a date when we will be able to finalise your complaint.

During the initial review or investigation stage we may need to seek further clarification or documentation from you to assist us in resolving your complaint.

If we have sought clarification or additional documentation from you and we are waiting on you to provide this information, we may not be able to meet our 30-business day finalisation commitment. In such circumstances upon receipt of your clarification or additional documentation we will indicate to you when we expect to be able to finalise your complaint.

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Once we have finalised your complaint, we will advise you of our findings and any action we have taken. We will do this in writing, unless it has been mutually agreed that we can provide it to you verbally.

You have the right to make enquiries about the status of your complaint at any time by contacting the Complaints Coordinator.

Should the ultimate outcome not meet your expectations, or should you not receive a reply after a period of 30 days as from the date the complaint was made, you may escalate your complaint to:

The Ombudsperson for Financial Services
Office of Ombudsperson for Financial Services
8th Floor, SICOM Tower
Wall Street
Ebene
T (230) 468 6475
F (230) 468-6473
E-mail: ombudspersonfs@myt.mu

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8. HANDLING YOUR PERSONAL DATA AND INFORMATION

- We limit our use of your personal data for the purpose for which it was collected, unless we reasonably consider that we need to use them for another purpose which is compatible with the original one.
- Should we require your personal data for an unrelated or new purpose, we shall notify you and explain the legal basis which allows us to do so.

Where it is necessary to process your personal data without your consent or knowledge, we shall do so to the extent permitted by law, for instance in order to prevent fraud and any other illegal activity and/or where it is in your own interest, for example in case of a medical emergency and you cannot provide your consent.

- Where we have provided you with or you have chosen a password enabling you to access a personalised area on our present or future applications, software, portals, intranet or website, you will be responsible for keeping such password confidential and not share it with anyone.
- Your personal data will be retained so long as it would be necessary to fulfil the purposes for which it was collected, including for the purposes of satisfying any legal, accounting or reporting requirements.

8.1. YOUR RIGHTS OF ACCESS TO INFORMATION AND PERSONAL DATA

- Subject to any prevailing legal restrictions, you have the right to:
 - Request access to your personal data which will allow you to receive a copy of the personal data we hold about you, free of charge, unless such request is excessive.
 - Request correction of your personal data to cater for correction of any incomplete or inaccurate data we hold about you.
 - Request erasure of your personal data, where there is no good reason for us to continue to process it. However, if we are not able to comply with your request of erasure for specific legal reasons, you will be duly notified at the time of your request.
 - Withdraw consent at any time where we are relying on consent to process your personal data. However, this will not affect the lawfulness of any processing carried out by us before you withdraw your consent. If you withdraw your consent, we may not be able to provide certain services to you.
- You have the right to request for written details on the insurance product you have or are about to purchase.
- We may deny you access to information in the following cases:

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- i. Where a claim is being or has been investigated upon and providing access to information would have an unreasonable impact on confidentiality obligations or the smooth conduct of the investigative process;
- ii. Where doing so may be prejudicial to us in relation to a complaint, dispute or litigation.

8.2 RAISING A CONCERN FOR BREACH OF PERSONAL DATA

If you have concerns pertaining to a breach of your rights in the handling of your personal data, you may write to our Data Protection Officer or ultimately to the Data Protection Commissioner of Mauritius on dpo@govmu.org.

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9. APPLICATION OF THE CODE

The effective date of application of the Code is **01 December 2023** and any subsequent amendments brought thereto shall be reflected in edited versions on the website of IAM and those of its participating members.

Any questions pertaining to the Code must be addressed to the Secretary General of IAM.

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Annexures

- i. *Tables of Indicative Service Levels for Long-term insurance*
- ii. *Tables of Indicative Service Levels for Short-term insurance*
- iii. *Settlement of Motor Insurance Claims: Share of Liability and Recovery Table*

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Indicative Service Levels for Long-Term Insurance:

Transaction	Response time (based on calendar days unless otherwise stated)	From this point/step/action
Processing your application to buy		
Accept or decline your application	Within 30 days	After we receive all information relevant to your application
Your new policy		
Give you policy document	Within 30 days	From the date we issue policy document
Notice of change to policy term		
Tell you of intended modifications to any of the original terms of your policy	At least 30 days	Before the modification takes place
Making changes to your policy		
Tell you the progress of your request of changes	Within 14 days	From the date we receive your request
	Within 14 days	From the date of change
Regular reports		
<u>Single Premium or Recurrent Single Premium Investment-linked policies</u> Provide you a statement on the value of your policy	Once a year	
<u>Regular Premium Investmentlinked policies</u> Provide you a statement on the value of your policy	Once a year	
<u>Investment-linked policies</u> Update you on the performance of each selected fund	Once a year	
<u>Participating policies</u>	Once a year	

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Send you a statement on the annual bonus or dividend of policy		
Taking a policy loan		
Tell you the interest rate we charge	At point you take up loan	
Tell you of a change to interest rate we charge on your policy loan	At least 30 days	Before the change takes place
Tell you total amount of policy loan to be repaid	At least twice a year	
Tell you the policy has auto-ceased if the total amount of loan to be repaid plus interest built up is more than the cash value of your policy	Within 14 days	From the date of it happening
Making a claim		
Acknowledge your claim notice	Within 7 days	From the date we receive your claim notice
Tell you whether we need more information from you	Within 14 days	From the date we receive your claim notice claim notice
Tell you whether we accept or reject the claim	Within 21 days	From the date we receive full information for claims assessment
Settling a claim		
Pay claim (for straight forward cases)	Within 14 days	From the date we receive all required documents
Complaint Management		
Acknowledgement of complaint	Within 5 business days	Upon receipt of your complaint
Request for additional information	Within 10 business days	From the date of acknowledgment of your complaint

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Indicative Service Levels for Short-Term Insurance:

GENERAL INSURANCE PROCESS	TYPE OF TRANSACTION	INDICATIVE TIME FRAME (BUSINESS DAYS)	REMARKS
Documentation	Provide Quotation	10 days	After receipt of required information
	Confirm Coverage	3 days	Upon receiving instructions to proceed and subject to Reinsurers' acceptance, where applicable.
	Despatch of Insurance Policy (electronically or hard copy)	30 days	From date of confirmation of cover
Policy Servicing	Changes to policy details	7 days	Notify you of the changes
	Refunds of premiums, fees or charges due	30 days	From the date of endorsement or cancellation
Renewals	Submission of Renewal Notice	20 days	Before expiry of policy
	Renewal Endorsement	30 days	From date of confirmation of Renewal Instructions
	Objection to Automatic Renewal	20 days	Before expiry of policy
Non-Motor Claims	Acknowledgement of notice of claim	5 days	Upon receipt of your claim
	Request for additional documents	5 days	If claim documents are incomplete
	Accept or decline claim	7 days	Upon receipt of all necessary information and approval from reinsurers or underwriting team

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	Agreed to pay	10 days	Make payment once we agree to settle your claim
Motor Claims	Assess cost of repairs	5 days	
	Communicate assessment/cost of repairs and share of liability to another insurer	Minimum of 3 days	Depending on the complexity of case and after obtaining survey report for comprehensive cover client or estimate of repairs for third party cover client
	Communicate agreement on assessment/cost of repairs and liability to another insurer on its client	Minimum of 5 days	Depending on the complexity of case and after obtaining admittance of liability from another insurer
	Submission of adverse quantum assessment if any	5 days	
	Approval of repairs	3 days	Following confirmation from all concerned parties
	Approval of payment	5 days	Following confirmation of repairs and discharge vouchers
Complaint Management	Acknowledgement of complaint	5 days	Upon receipt of your complaint
	Request for additional information	10 days	From the date of your complaint

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Settlement of Motor Insurance Claims: Share of Liability and Recovery Table

Share of liability	Cover type	Settlement	Recovery
100%	Third party	Full settlement by client	No recovery
50%	Third party	50 % settlement by other insurer and 50% excess applicable	No recovery
0%	Third party	Full settlement by another insurer and no excess applicable	No recovery
100%	Comprehensive	Full settlement by Insurer excluding excess	No recovery
50%	Comprehensive	50% settlement by insurer excluding excess applicable	50% recovery for client including 50% excess
0%	Comprehensive	Full settlement by Insurer excluding excess	Full recovery from other insurance party including excess

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