

Code of Practice-

Channel Partners



1. INTRODUCTION AND DEFINITIONS

INTRODUCTION

Channel Partners' clients recognize, agree and accept that observance of this Code of Practice requires that their staff who have access to SAFPS information, list fraud information or and conduct fraud enquiries on the SAFPS database are made fully aware of its content applicable to their task, receive the appropriate training and strictly observe its confidentiality. This SAFPS Code of Practice is confidential and only for use by Channel Partners' clients. Channel Partners' clients must ensure that the sensitive SAFPS information is safeguarded by appropriate security arrangements which complies with all the laws and regulations that are applicable.

PUBLICATION OF THE SAFPS CODE OF PRACTICE and OTHER INFORMATION

- The Channel Partner is required to publish the SAFPS Code of Practice to all their clients for full compliance and adherence by the Channel Partner's clients.
- All other information, excluding the SAFPS Code of Practice, provided by SAFPS to the Channel Partners' clients will be categorised according to the appropriate level of confidentiality and security required.

DEFINITIONS

In this Code of Practice, the following words and expressions shall have the meanings ascribed to them respectively:

- **Convicted fraud:** when a perpetrator is found guilty of the crime of fraud after a trial and a court of law has made a judgement.
- **Confirmed fraud:** when a SAFPS Channel Partner client has fully investigated the incident and confirmed that a fraud was indeed perpetrated, with retention of all the evidence that will suffice to open a case of fraud at the SAPS if so desired by the Channel Partner client.
- **Data:** information held in electronic or other format concerning an identifiable individual including personal data.
- **Data Subject:** the person to whom Personal Information relates
- **Fraud:** Fraud is the unlawful and intentional making of a misrepresentation which causes actual prejudice or which is potentially prejudicial to another. (C R Snyman 4th Edition)
- **Channel Partner:** an organisation that entered into a formal agreement with SAFPS to distribute SAFPS data amongst its clients
- **Channel Partner client:** a person or organisation who has a contractual agreement with the Channel Partner in order to receive SAFPS data, inclusive of fraud data, for the sole purpose of preventing fraud, via the pre-determined methodology.
- **Operator:** an operator is a person who processes personal information for a responsible party in terms of a contract or mandate, without coming under the direct authority of that party
- **Originator:** A Channel Partner client uploading fraud and Victim of Impersonation data to the SAFPS Database/s.
- **Protective Registration / PR listing:** a warning registered at SAFPS when a consumer's personal details have been compromised and with a view to preventing future fraud occurring.

- **SH Fraud listing:** when a Channel Partner client has listed the details of a confirmed fraud.
- **Victim of Impersonation listing:** a warning registered at SAFPS when identity fraud has been perpetrated and filed as such by a Channel Partner.

2. VERIFICATION CHECKS, FILING AND RECORDING OF FRAUD DATA TO THE SAFPS DATABASE/S

Legislative Compliance prior to utilisation of the SAFPS database

Channel Partners' clients are required to obtain professional legal guidance with regards to their compliance obligations with the common law, The Constitution and all relevant legislation, in particular The Promotion of Access to Information Act 2 of 2000 and The National Credit Act 34 of 2005.

General Guidelines:

Explicit consent clauses must be inserted in all documentation processed by Channel Partners' clients, complying with the consent definition of POPIA, and should be agreed with the Channel Partners' clients' respective professional legal advisers but must include:

- that the consumer grants consent to the necessary enquiries being performed with SAFPS
- that the consumer grants consent to any resultant information being submitted to SAFPS
- that if a consumer misrepresents any information, then the Channel Partners' clients' **RESERVE THE RIGHT** to file such information to the SAFPS (and / or any crime prevention) database; and for the sharing of this information amongst relevant stakeholders.
- the declaration in all the applicable documents and electronic forms, and the consent of the applicant, must be **explicit** in all respects.

It is the responsibility of the Channel Partners' clients to ensure that any person who may be authorised to enquire, investigate, assess, approve data and submit any data to SAFPS shall be fully conversant with the SAFPS Code of Practice.

SAFPS DATABASE ENQUIRIES

Channel Partners' clients may not refuse an application for goods or services based SOLELY on the data held in the SAFPS database but are required to consider all the other application criteria prior to reaching a decision.

In order to avoid disadvantaging innocent consumers due to erroneous interpretation of the different types of SAFPS filings Channel Partners' clients are required to clearly differentiate between any of the types of SAFPS listing returned after an enquiry;

- SH Fraud filing (the fraudster's and fraud case's details)
- Victim of Impersonation filing (the innocent party's details relating to fraud already perpetrated)
- Protective Registration filing (the innocent party's details for prevention of future fraud)

Note: All 3 listings might be present on a consumer's SAFPS record enabling more effective decision-making.

SAFPS DATABASE SUBMISSIONS

Channel Partners' clients are accountable for the data, which is uploaded to the SAFPS database, to be factually correct and accurate.

Channel Partners' clients are required to consistently inform SAFPS of all categories of fraud and Victim of Impersonation, in the pre-determined SAFPS format and manner.

Channel Partners' clients must perform an investigation to confirm fraudulent conduct and the credible evidence must be reviewed before forwarding the data to SAFPS.

Channel Partners' clients are required to retain the credible evidence in support of the cases listed onto the SAFPS database for the duration of the retention periods.

Victim of Impersonation cases must also be verified, in relation to the fraud, prior to uploading the data onto the SAFPS database

Retention period for SAFPS database records

The retention periods of records listed on the SAFPS :

Listing Type	Retention Period
- Fraud listing	- 10 years
- Protective Registration	- Indefinitely - consumer instructs deletion
- Victim of Impersonation	- Indefinitely - consumer instructs deletion

Deletion of records

Deletions of records listed on the SAFPS database, prior to their pre-determined expiry date, are performed by SAFPS staff upon receipt of the detailed justification from the Channel Partners' clients' authorised management employee.

SAFPS' reserved rights in respect of database uploads

SAFPS reserves the right to review each filing made to the SAFPS Database/s and which filing will be subject to a data quality check and subsequent approval, or rejection, undertaken by SAFPS within 24 hours of its receipt.

The Channel Partners' clients are required to send all the credible evidence utilised in their final decision-making procedure to SAFPS for verification and consideration by SAFPS during the approval or rejection process prior to the listing being uploaded onto the SAFPS database.

Upon its approval and the database being updated SAFPS will mail a letter to the data subject, at the last indicated address, advising the data subject of the filing in order to afford the data subject the right of information and defence thereof, if appropriate.

Data Updates and maintenance of records on the SAFPS database

Channel Partners' clients are required to update an existing filing upon receipt of new information in order to maintain a current profile of the case for the benefit of the relevant stakeholders.

Re-filing of Data

If a Channel Partners' clients identify a new fraud incident, for a listed party, the existing filing must be updated with the relevant information and a new listing must be filed under the appropriate category, thus resulting in the data subject's details being retained for a further 10 years.

Consumer complaints and dispute procedure

The consumer has the right to access and challenge the information held on the SAFPS database in terms of the NCA S 72 as well as the detailed SAFPS Consumer Complaints and Dispute Procedure.

SAFPS and its Channel Partners' clients are fully committed to upholding the NCA's published dispute procedure when managing a consumer complaint as defined in the NCA 70(2) (c), 72(3) and 72(5) and its Regulation 20(2).

Channel Partners' clients will provide to a consumer the full information held on their files upon enquiry from the consumer.

In the event that the consumer disputes the information and the Channel Partners' clients and the consumer are unable to resolve the dispute amicably the consumer is able to lodge a formal dispute with SAFPS. Channel Partners' clients are to provide the consumer with all relevant contact detail of SAFPS to enable the consumer to lodge a dispute with SAFPS.

SAFPS will submit the dispute documentation to the Channel Partners' clients for investigation, with the requirement that, within 20 business days, the Channel Partners' clients must furnish SAFPS with the relevant credible evidence to sustain the listing and the final instruction to either retain the record on the SAFPS database, or delete the record in question in compliance with the NCA Regulations 20 (2), based on the evidence provided. Evidence will be provided to the consumer when requested.

Irrespective of whether the Channel Partners' clients instructs SAFPS to retain or delete the disputed record SAFPS will inform the consumer, in writing, of the final decision and will also advise the consumer that the matter may be referred to the Ombud with jurisdiction or the National Credit Regulator should the consumer be dissatisfied with the decision.

3. RETENTION OF RECORDS AFTER TERMINATION OF THE PARTNERSHIP

Upon termination of the partnership all data filed to the SAFPS Database during the tenure of the Channel Partnership shall remain intact, as part of the SAFPS Database records, until these records' natural retention terms expire and there shall be no exception to this rule.

4. MONITORING USE OF THE SERVICE

It is an implied aspect of the Channel Partnership with SAFPS that Channel Partners' clients agree to their records being reviewed by an assessor nominated by SAFPS for that purpose at the discretion of the Board.

5. CHANNEL PARTNERS' CLIENTS' MONTHLY STATISTICAL REPORTS

SAFPS will compile and distribute a Monthly Channel Partner Performance report.

6. DUTIES AND POWERS OF THE SAFPS MANAGEMENT AND BOARD OF DIRECTORS

Monitoring compliance with the Code of Practice

It is the primary task of the Executive Director to monitor, ensure and enforce compliance with the Rules of SAFPS and a report to the Board of Directors shall be made on a quarterly basis in this regard.

The Board of Directors may, after due investigation, impose the following penalties for breach of the Code of Practice:

- Censure;
- Suspension for a period determined by the Board;
- Expulsion from SAFPS;
- Termination of association with SAFPS and access to SAFPS facilities.

Appeals against imposed penalties

The Channel Partner or Channel Partner Clients shall have 28 business days in which to give notice of appeal to be presented at a meeting of the full Board of Directors.

Amendment of the Code of Practice

The Board of Directors may, from time to time, make additions, alter or repeal this Code of Practice of Practice as they deem necessary for the proper conduct and management of SAFPS in accordance with the Articles of Association of SAFPS.