



Institute  
and Faculty  
of Actuaries

**Disciplinary Tribunal Panel Hearing**

**31 July 2025**

**Institute and Faculty of Actuaries  
Online Hearing**

<b>Respondent:</b>	Edwin Puso Afitile
<b>Category:</b>	Student - Lapsed
<b>Region:</b>	South Africa
<b>IFoA Case Presenter:</b>	Matthew Corrie, instructed by Karen Nicol (IFoA)
<b>Panel Members:</b>	Peter Wrench (Chair/Lay member) Tamsin Abbey FIA (Actuary member) Pradeep Khuti (Lay member)
<b>Legal Adviser:</b>	Sadia Zouq
<b>Judicial Committees Secretary:</b>	Julia Wanless

**Charge:**

At the start of the hearing, the IFoA made an application to amend the charge, by adding what is now paragraph 10 and making consequential changes to the paragraph numbers referred to in other paragraphs. The Panel was satisfied that these changes did not add substantively to the allegations against the Respondent but provided fuller and clearer particularisation of them. It noted that the proposed amendments had been sent to the Respondent, who had acknowledged receipt and had raised no objection. In all the circumstances, the Panel was satisfied that it would be fair and appropriate to accept the proposed amendments.

The charge as amended is as follows:

Edwin Puso Afitile, being at the material time a member of the Institute and Faculty of Actuaries, the charge against you is that:

1. You arranged for altered and/or incorrect salary payslips to be provided to Company A, parent company of Insurer B, during the recruitment onboarding process in 2020;
2. You provided an altered and/or incorrect bank account confirmation letter to Company A during the recruitment onboarding process in February 2021;
3. You knew that the documents provided in paragraphs 1 and/or 2 were altered and/or incorrect;
4. Your actions at paragraphs 1 and/or 2 were dishonest by reason of paragraph 3;
5. You provided Person A's ID number instead of your own to an Insurer B sales consultant when applying for an insurance quote on 21 February 2022;
6. You impersonated Person A on 1 March 2022 and/or 4 February 2023 to obtain an insurance quote and/or policy from Insurer B;
7. You suggested and/or engaged a company (Company C) that you and/or Person A had a connection with to carry out work for Insurer B, without disclosing the connection to Insurer B;
8. You knew that the information you provided in paragraphs 5 and/or 6 was incorrect and/or misleading;
9. Your actions at paragraphs 5 and/or 6 were dishonest by reason of paragraph 8;
10. Your actions at paragraph 7 were dishonest in that:

- i. You knew you were under a duty to make a declaration to Insurer B that you and/or Person A had a connection to Company C; and/or
  - ii. You did not make any declaration
11. Your actions at paragraphs 1 and/or 2 and/or 3 and/or 4 and/or 5 and/or 6 and/or 7 and/or 8 and/or 9 and/or 10 were in breach of the principle of Integrity in the Actuaries' Code (version 3.0)
  12. Your actions at paragraphs 1 and/or 2 and/or 5 and/or 6 were in breach of the principle of Communication in the Actuaries' Code (version 3.0)
  13. Your actions, in all or any of the above, constituted Misconduct in terms of Rule 2.1 of the Disciplinary Scheme of the Institute and Faculty of Actuaries (Effective 1 August 2023).

### **Service of Charge:**

1. The Panel noted that the Respondent was not present and was not represented in his absence. Having considered the submissions of the IFoA's Case Presenter and having accepted the advice of the Legal Adviser, the Panel was satisfied that the Charge had been served in accordance with the provisions of the Disciplinary Scheme.

### **Proceeding in the Absence of the Respondent:**

2. In considering whether to exercise its discretion to proceed in the absence of the Respondent, the Panel had regard to the submissions of the IFoA's Case Presenter. The Panel noted that the Respondent had previously sought to adjourn the current hearing to a later date. However, following correspondence about this, he had attended a preliminary hearing on 29 July 2025 at which he decided not to make any further application to adjourn and made clear that he now wished the scheduled hearing to proceed. The Panel considered the advice of the Legal Adviser who referred the Panel to the cases of *R v Jones (No.2)* [2002] UKHL 5 and *General Medical Council v Adeogba* [2016] EWCA Civ 162.
3. The Panel noted that the discretion to proceed in the absence of a Respondent may be exercised if the Panel considers it to be in the interests of justice and therefore must be considered with the utmost care and caution. The Panel must consider matters such as whether the notice and hearing date had been served on the Respondent, whether the Respondent has requested an adjournment, whether they would be likely to attend any

adjourned hearing, or whether, in all the circumstances, the Respondent had absented himself voluntarily from the hearing.

4. Given the recent history, the Panel had no reason to suppose that an adjournment would secure the attendance of the Respondent at a later date. The Panel was satisfied that the Respondent had chosen voluntarily to absent himself. In the circumstances, the Panel determined that it was both in the public interest, in the expeditious disposal of the case, and fair to the Respondent to proceed in the absence of the Respondent.

**Other Preliminary Matters:**

5. The Panel considered two further applications from the IFoA's Case Presenter at the start of the hearing. He made an application for the admission of an annotated copy of the amended charge which the Respondent had emailed to the IFoA on 29 July 2025, following the preliminary hearing, and which included his responses to the charge. The IFoA had written to the Respondent specifically asking if he consented to this document being put before the Panel. The Respondent had replied on 30 July to say that he did not give his consent. The Panel accepted the Case Presenter's submission that this did not in itself prevent the Panel from deciding to admit the document. The Panel also accepted that the document would clearly be relevant to its consideration of the case. However, the Panel determined that it would not be fair to the Respondent, who was neither present nor legally represented, to admit a document that he would, on the basis of his correspondence with the IFoA, be expecting to be withheld. The Panel therefore refused the Case Presenter's application to admit this document as evidence.
6. The Case Presenter then applied for two further witness statements to be admitted. One was from a Senior Forensic Auditor employed by Company A. In her statement, she confirmed that she had compiled the forensic report produced in internal disciplinary proceedings relating to the Respondent and subsequently provided to the IFoA, and set out the scope of her investigation. The second statement was from a Member Services Team Leader at the IFoA. It clarified the dates of the Respondent's membership and the points at which that had lapsed, and exhibited a copy of his current membership record. The Panel noted that these further documents had been sent to the Respondent and that he had raised no objection to them. The Panel was satisfied that they were technical in nature, that they did not substantively alter the case against the Respondent, and that it would be fair to admit them.

**Panel's Determination:**

7. The Panel found paragraphs 1-13 of the charge proved in their entirety.
8. The Panel determined that the most appropriate and proportionate sanction was exclusion from membership of the IFoA for the maximum period of five years.
9. The Panel also ordered the Respondent to pay to the IFoA costs of £9074.

**Background:**

10. The Respondent lives and works in South Africa as an actuary. He was first admitted as a student member of the IFoA on 29 November 2012, but on a number of occasions subsequently the Respondent's membership lapsed, because of his failure to pay membership fees, before being later reinstated. Most recently, the Respondent's membership lapsed on 7 January 2019, before being reinstated on 28 June 2022. His membership then lapsed again on 31 January 2024. The Respondent is not currently a Member of the IFoA.
11. The charge concerns three different matters which were brought to the attention of the IFoA in November 2023 by Person D, an employee of Insurer B, following an internal disciplinary investigation which had led to the Respondent's dismissal from that firm for dishonesty. These three matters were allegations that:
  - in 2020 and 2021, when the Respondent was securing employment with Company A (the parent company of Insurer B), he provided false salary payslips and bank details to the company in the course of their recruitment and onboarding processes;
  - between February 2022 and March 2023, the Respondent sought quotations for, and initially obtained, a life insurance policy from Insurer B in the name of Person A using her details and, in two telephone calls, having pretended to be her; and
  - in 2022, the Respondent suggested that Insurer B used for consultancy work a company (Company C) with which he and Person A were associated with, without informing Insurer B of that connection. Company C then did work for Insurer B in the period from November 2022 and August 2023, for which fees totalling some R1.5 million (equivalent to approximately £60,000) were paid.

12. The Respondent was not a Member of the IFoA throughout the whole period covered by the charge. However, he was a Member at the time of the complaint being made against him and he had made no disclosure of any relevant matters at the point when his membership was reinstated on 28 June 2022. Rule 2.2 of the Disciplinary Scheme of the IFoA provides that Misconduct includes:

*(a) any act or omission, or series of acts or omissions, which took place before the Respondent became a Member;*

*(b) any act or omission, or series of acts or omissions, which took place after the Respondent became a Member; and*

*(c) any act or omission, or series of acts or omissions, which had taken place while the Respondent was a Member, even if the Respondent was no longer a Member at the time the Complaint(s) were made.*

Rule 2.3 of the Disciplinary Scheme then provides that:

*Misconduct does not include any act or omission, or series of acts or omissions, that a Member has previously disclosed in writing to the IFoA before the Member was admitted to membership.*

13. The Respondent has not questioned the IFoA's ability to proceed against him in these circumstances and the Panel was satisfied that this case had been properly brought before it.

14. After making his complaint, Person D supplied documentation from Insurer B's investigation to the IFoA. In the course of the IFoA's investigation, five emails were sent to the Respondent between November 2023 and April 2024, inviting his comments on the matters raised in the complaint. He did not reply to them.

### **Findings of Fact:**

15. The Panel was aware that the burden of proof rests on the IFoA, and that the standard of proof is the civil standard, namely the balance of probabilities. This means that the facts will be proved if the Panel was satisfied that it was more likely than not that the events occurred as alleged. There is no requirement for the Respondent to prove anything.

16. In reaching its decisions on the various parts of the charge, the Panel took into account the documentary evidence in this case together with the submissions of the IFoA's Case Presenter. The Panel accepted the advice of the Legal Adviser, including regarding the test for dishonesty in *Ivey v Genting Casinos (UK) Ltd t/a Crockfords* [2017] UKSC 67.
17. The Respondent was not in attendance at this hearing and the Panel was satisfied that this absence was voluntary, for the reasons set out above. The Panel has drawn no adverse inference as a consequence of the Respondent's absence.
18. The Panel noted that the documentary evidence before it had been provided by Insurer B after their investigation, which had led to the Respondent's dismissal for dishonesty. The Panel took no account of the conclusions which Insurer B had drawn from their investigation and their actions which followed; it made its own assessment of the available evidence and drew its own conclusions. The Panel took at face value the documentary evidence which had been provided to the IFoA by Insurer B, noting that there was no indication that the Respondent had sought to question at any point the genuineness of that evidence, or any other suggestion that it might be false.
19. The Panel has listened to an audio recording of the interview on 1 September 2023 in which Insurer B put the findings of their forensic investigation to the Respondent. The IFoA has also provided a written transcript of that. After some limited attempts to suggest alternative explanations, the Respondent did not seek to dispute the documentary evidence which was put to him and seemed to acknowledge what he had done. Towards the end of the interview there is the following section:

*[INTERVIEWER]:...to summarise it, you impersonated [Person A]. You manipulated or created payslips. You manipulated (Inaudible). You basically used your own company to do (Inaudible) without informing any -- you also used your own personal laptop. You also -- remember, see it from our side. You see it from --*

*[RESPONDENT]: I do see it....*

*[INTERVIEWER]: Have I summarised it correctly?*

*[RESPONDENT]: Yes. You have summarised correctly and I say (Inaudible). None of the explanations that I can give that can make any sense even if I were to I wouldn't expect they would still be the same. I will still land at the same situation (Inaudible).*

*Everything that we spoke about and ... yeah. (Several inaudible words). But the question that was saying why, maybe that's one that's more personally that I need to tell -- go and ask myself. Why? I have to ask myself why (Inaudible) I have to ask myself. Did I go on about things differently to achieve the same thing. I think for that one I have to (Inaudible).*

*(34 seconds of silence)*

The Panel has not seen any evidence that the Respondent has ever sought to offer alternative explanations, either to Insurer B or the IFoA.

### Charge 1

20. In January 2021, the Respondent started working as a Senior Actuary for Insurer B. On 11 November 2020, during the recruitment process, the Respondent was asked to submit three months of payslips from his previous employer. On 18 November 2020, a Recruitment Analyst sent payslips to Company A on the Respondent's behalf, purportedly from August, September and October 2020. The payslips appear to be in the name of the Respondent and issued by Company D. Insurer B's subsequent investigation identified a number of issues with the payslips:

- the metadata of the documents submitted as payslips show the Respondent as the author of them. The created date and modified date for the August 2020 payslip is shown as "12/11/2020" at 09:51:02. For the September 2020 payslip, the dates are "12/11/2020" at 09:47:35. For the October 2020 payslip, they are "12/11/2020" at 09:43:58;
- the telephone number on the payslips for Company D was found actually to be a number used by Person A and Company C.
- when interviewed by Insurer B the Respondent said that he had left the employment of Company D in June 2020, but then said that he had subsequently done contracting work for them.



When the anomalies were pointed out to the Respondent in the interview with Insurer B, he said: *"I can't remember changing it but I'll say that because it shows my name, then it means that I changed it."*

21. In the light of the metadata of the documents, the clear anomalies in the contents of the payslips, and the fact that the Respondent appeared to have accepted that he had modified the documents, the Panel was satisfied that Charge 1 was proved. On the balance of probabilities, it was satisfied that the Respondent had altered Company D payslips to include incorrect information and then arranged for the falsified documents to be sent to Company A.

### Charge 2

22. During the recruitment process, the Respondent was asked to provide Company A with a bank account confirmation letter. It would appear that at that point, the Respondent, who is a citizen of Botswana, did not have a South African bank account. He initially provided Company A with details of Person A's account, but Company A said they could not pay his salary into that account. He then provided, on 1 February 2021, what purported to be a confirmation letter from First National Bank, which included his name, but what subsequent investigation showed to be the number of a savings account in the name of Person A. The metadata of the document showed its author as being "*Microsoft account*", at a time shortly before the Respondent emailed the document to Company A.
23. As with the previous charge, the Panel was satisfied that Charge 2 was proved. On the balance of probabilities, it was satisfied that the Respondent had altered the bank document to include incorrect information and then sent the falsified document to Company A.

### Charge 3

24. Since the Panel had concluded that the Respondent had himself altered the documents referred to in Charges 1 and 2, it was inevitable that he knew they were incorrect. The Panel therefore found Charge 3 proved.

#### Charge 4

25. The Panel had found that the Respondent knowingly sent falsified documents to Company A in order to secure employment and to give them a misleading impression of his previous earnings. The Panel was satisfied that ordinary, decent people would find this behaviour to be dishonest and therefore found Charge 4 proved.

#### Charge 5

26. The Panel has heard and seen a transcript of a call which the Respondent made to Insurer B on 21 February 2022 in seeking a quote for insurance in his name. He provided an ID number which the subsequent investigation showed to have been Person A's. The call ended after the call handler had identified that the ID number did not match the Respondent's gender. The Panel was satisfied, on the basis of the recording and other investigation documentation, that Charge 5 was proved.

#### Charge 6

27. The Panel has heard and seen transcripts of calls between the Respondent and Insurer B on 1 March 2022 and 4 February 2023 which concerned attempts to take out life insurance in the name of Person A. The mobile phone number used by the person purporting to be Person A matched the Respondent's number as held in the IFoA's membership records. The Panel was satisfied that the voice that can be heard in the recordings is a man pretending to be a woman. It agreed with the IFoA Case Presenter's submission that the attempt to sound like a woman was "*frankly preposterous*". An insurance policy was issued following the 4 February call, but the sales adviser was suspicious and referred the matter for investigation. The policy was subsequently cancelled by Insurer B, who concluded that there had been impersonation. The Panel was satisfied, on the basis of the recording and other investigation documentation, that Charge 6 was proved.

#### Charge 7

28. The Panel has seen documentation from the investigation which shows that the Respondent and Person A have been Directors/Active Principals of Company B since its inception on 10 March 2021. Person A was also an Active Principal of a company called

Company C until 30 September 2022. A previous address of Company C was the same address which is shown for Company B in its records.

29. An email chain between the Respondent and his Insurer B colleagues shows that for a particular project the Respondent suggested that additional resources would be required to meet the project timelines. The Respondent had indicated he *“had someone in mind”* and then suggested Company C. Company C was then engaged by Insurer B to carry out work. As part of that process Company C was declared to be an *“independent contractor”*. A new vendor form included the following: *“Please specify if there is a relationship between your organization and [Company A] or any persons in the employ of The Group.”* The answer given on the form in response to this was *“No”*. The form also included the following: *“Please provide details of any persons or divisions within [Insurer B] that you have done business with in the past?”* The response given on the form was *“n/a”*.
30. Between November 2022 and August 2023, Insurer B paid Company C 1,459,752.50 South African Rand (approximately £60,000 Sterling). The first invoice from Company C was sent to the Respondent’s Insurer B email address on 16 November 2022. The document properties of the November 2022 invoice show the Respondent as the author of the document. This invoice, and the others from Company C, are stated as being from Company C with the address given as the address of the Respondent and Person A’s Company B.
31. On 3 March 2023, Person D received an email from Person C about arranging a catchup. This email’s details show it as being sent from an email account in the Respondent’s name on behalf of someone else at Company C.
32. On the basis of all this material, the Panel was satisfied that the Respondent suggested that Insurer B contract with Company C; that Company C was closely connected to the Respondent and Person A; and that this connection was not disclosed to Insurer B. Accordingly, the Panel found Charge 7 proved.

#### Charge 8

33. The Panel was satisfied that the Respondent must have known that he was providing an ID number that was not his own in the telephone call referred to in Charge 5. Similarly,

he must knowingly have attempted to pass himself off as Person A in the calls referred to in Charge 6. The Panel was therefore satisfied that Charge 8 is proved.

#### Charge 9

34. The Panel had found that the Respondent knowingly provided another person's ID number as his own and had impersonated Person A in his efforts to secure insurance policies. The Panel was satisfied that ordinary, decent people would find this behaviour to be dishonest and therefore found Charge 9 proved.

#### Charge 10

35. The Panel was similarly satisfied that this Charge was proved. Any actuary would be very much aware that conflicts of interest in their professional dealings needed to be declared. The Actuaries Code makes clear the principle of impartiality:

*3. Members must ensure that their professional judgement is not compromised, and cannot reasonably be seen to be compromised, by bias, conflict of interest, or the undue influence of others.*

*3.1 Members must take reasonable steps to ensure that they are aware of any relevant interests that might create a conflict.*

*3.2 Members must not act where there is an unreconciled conflict of interest.*

36. The Respondent had a clear financial interest in Company C being engaged by Insurer B. The Panel was satisfied that ordinary, decent people would find his behaviour to be dishonest.

#### Charge 11

37. The Panel had found that the actions specified in this Charge had been dishonest. It follows automatically that they were in breach of the Actuaries Code's principle of Integrity since that requires that "*Members must act honestly and with integrity*". It therefore found Charge 11 proved.

## Charge 12

38. The Communication principle of the Code requires that *“Members must take reasonable steps to ensure that any communication for which they are responsible or in which they have a significant involvement is accurate, not misleading, and contains an appropriate level of information”*. The actions specified in Charge 12 have been found to be dishonest and involved, by definition, communications which were inaccurate and misleading. The Panel was therefore satisfied that Charge 12 was also proved.

## Misconduct Charge

39. The Panel considered whether those parts of the charge found proved amounted to Misconduct. In considering this matter, the Panel took account of the definition of Misconduct, which for the purposes of the Disciplinary Scheme, is defined as *“any act or omission or series of acts or omissions by a Member, in their professional or non-professional life, which falls significantly short of the standards of behaviour, integrity, competence or professional judgement which other Members or the public might reasonably expect of a Member”* (Rule 2.1) .

40. The previous findings are that the Respondent pursued deliberate and sustained courses of dishonest action in order to secure employment with Company A, to secure and manage a lucrative contract for a company with which he had close and undeclared connections, and to obtain insurance in someone else’s name. The Panel was satisfied that members of the public and other members of the profession would consider that this behaviour fell well below what would be expected of an actuary. They would find it deplorable. The Panel was satisfied that the behaviour was serious and was misconduct.

41. In considering the matter of sanction, the Panel had regard to the submissions of the IFoA’s Case Presenter. The Panel accepted the advice of the Legal Adviser in paying careful regard to the Sanctions Guidance (1 August 2023). The exercise of its powers in the imposition of any sanction is a matter solely for the Panel to determine and it is not bound by the Sanctions Guidance.

42. The Panel was aware that the purpose of sanction is not to be punitive although it may have that effect. Rather, the main objective of any sanction is to protect members of the public, to promote and maintain public confidence in the profession and declare and uphold proper standards of conduct and competence. The Panel is mindful that it should

impose a sanction, or combination of sanctions necessary to achieve those objectives and in so doing it must balance the public interest with the Respondent's own interests.

**Sanction:**

43. In considering sanction, the Panel began by assessing the Respondent's culpability and considered that it was high. He had deliberately set out on a sustained, dishonest courses of action for gain. The Panel noted that there was no evidence of direct financial loss to Insurer B but was satisfied that there had been a high level of harm to the reputation of the profession resulting from the Respondent's actions.

44. The Panel took into account the following aggravating factors:

- a lack of integrity
- repeated and sustained dishonesty and breach of trust
- financial gain, in securing employment at a particular salary after providing false documents, and from the consultancy work secured for Company C
- lack of insight into the impact of the Misconduct.

45. The Panel also took into account the following factors in mitigation:

- no previous disciplinary findings
- some admissions when interviewed in Insurer B's investigation.

46. The Panel considered whether this was a case that warranted no sanction but was satisfied that would clearly be an inadequate response to the serious Misconduct it had found proved.

47. The Panel similarly considered that a Reprimand would be insufficient.

48. The Panel considered whether to impose a Fine and was satisfied that this would not address the seriousness of the Misconduct, or the risk of repetition of a sustained pattern of dishonesty.

49. The Panel considered whether to exclude the Respondent from Membership of the IFoA. The Sanctions Guidance states that "*Panels should only impose this sanction where the Misconduct is of such gravity that the reputation of the profession and/or protection of the public require that the Respondent is no longer able to practise or claim membership of*

*the profession*". The Panel was satisfied that this threshold had been met, given the multiple findings of dishonesty in pursuit of financial gain. It also noted that the Sanctions Guidance provides that "*dishonesty will usually lead to expulsion or exclusion*". The Panel found no reason to consider that this was in the "*small category of cases*" where this course would not be appropriate.

50. The Panel concluded that the Respondent should be excluded from Membership for the maximum period of five years.

#### **Costs:**

51. The IFoA made an application for costs of £9,074 incurred in preparation for the hearing and attendance at the hearing by the IFoA's Case Presenter. The Panel noted that these costs included administrative costs and costs incurred by the Panel and Legal Adviser, as well as costs relating to the preliminary hearing on 29 July 2025. The Panel had regard to the Costs guidance (1 August 2023).

52. The Panel considered the costs sought to be at a reasonable level, and that the work done and costs incurred justified that amount of cost. The Panel therefore ordered the Respondent to pay the IFoA costs of £9,074. In accordance with paragraph 8.1 of the costs guidance this sum is to be paid within 28 days of the determination being served.

#### **Right to appeal:**

53. In accordance with Rule 18 and the Appeals Regulations, the Respondent has 28 days from the date that this written determination is deemed to have been served upon him/her in which to appeal the Panel's decision.

#### **Publication:**

54. Having taken account of the Publication Guidance (1 August 2023), and particularly in the light of the Respondent's exclusion, the Panel determined that this determination will be published and remain on the IFoA's website for a period of at least five years. If the Respondent does not reapply for membership following the period of exclusion, or their

readmission application is refused, this determination should remain on the IFoA's website for a further period of ten years after the end of the period of exclusion.

That concludes this determination.

**Date of publication:** 4 August 2025