IN THE OFFICE OF THE OMBUD FOR FINANCIAL SERVICES PROVIDERS

PRETORIA

CASE NUMBER: FAIS 07716/ 13-14/ WC 3

In the matter between:-

ZAKHELE G BUTHELEZI **Complainant**

and

ACTEBIS 406 CC t/a Pro-Brokers **First Respondent**

LOUIS KEMPEN **Second Respondent**

DETERMINATION IN TERMS OF SECTION 28(1) OF THE FINANCIAL ADVISORY AND INTERMEDIARY SERVICES ACT NO. 37 OF 2002 ('FAIS ACT')

A. INTRODUCTION

[1] The complaint arises out of the rejection of Complainant's claim for a stolen motor vehicle. Complainant's insurers, Santam, rejected the claim on the basis that Complainant had violated a term of contract, which required the vehicle be fitted with a tracking device.

[2] On 5 February 2014, after an unsuccessful appeal to Santam's Internal Arbitrator and a failed complaint to the Ombudsman for Short Term Insurance, (OSTI), Complainant lodged a complaint to this Office against his broker.

[3] Complainant's insurance had initially been intermediated by Estene Brokers, (Estene). The latter went out of business in October 2012; its business book was taken over by Respondents, following merger of the two entities.

[4] In his complaint, Complainant claims that he had since discovered that Estene had incorrectly represented to the insurers that his vehicle was fitted with a tracking device. He claims and has consistently maintained that there was never any mention of a tracking device when he interacted with Estene.

[5] Based on the versions of both parties, it has since emerged that Respondents, in rendering financial services to Complainant, had accepted a sparsely completed proposal form. What then followed is that an employee of Estene completed the missing information and submitted the proposal form to the insurers. As a result, the latter accepted that Complainant's vehicle had been fitted with a Netstar tracking device. In fact, Complainant at the time had not yet taken delivery of the vehicle.

[6] Initially Respondents had claimed that the information (which has since turned out to be incorrect) had been completed by its employee, one Anele Spaumer, (then an employee of Estene) during a telephonic discussion with Complainant.

[7] Complainant denies that the information was sought from him and maintains that the first time he heard of the requirement was when Santam rejected his claim.

B. THE PARTIES

[8] Complainant is Zakhele Buthelezi, an adult male, mechanical engineer, whose further details are on file in this Office.

[9] First Respondent is Actebis 406 CC t/a Pro Brokers t/a Pro-Brokers, a close corporation duly registered in terms of South African laws, with its registration number (2001/1033238/23) and principal place of business described as Sanlam Plaza, Horwood Street, Secunda, Gauteng. First Respondent is an authorised financial services provider, with license number 17349. The license was granted on 3 March 2005.

[10] Second Respondent is Louis Kempen an adult male and key individual of first Respondent with the same address.

[11] The Registrar's records reflect that first Respondent's license is in force and that first Respondent is authorised to render advice and intermediary services to clients in respect of personal and commercial insurance.

[12] For convenience, where context warrants it, I refer to Respondents simply as respondent. However, for purposes of liability that flows in terms of the FAIS Act, the word Respondent must be read to refer to both Respondents.

C. COMPLAINT

[13] Complainant's case is founded on Respondent's failure to advise him of a material requirement of the contract, that being the need to have a tracking device installed in the insured vehicle. Complainant states he heard of the requirement of a tracking device for the first time when the insurer rejected his claim.

[14] As a result of Respondent's failure to advise him of the insurer's requirement of a tracking device, so states Complainant, he suffered damages in the amount of R348 000.

D. RELIEF

[15] Complainant has asked that Respondent be held liable to pay him the amount of R348 000, this being the amount by which Complainant would have been indemnified had Santam upheld his claim.

E. BACKGROUND

[16] During or about June 2011, Complainant purchased a Golf VI, 2.0 from a dealership in Secunda. He visited Estene Brokers' offices in Secunda, in order to secure insurance for the vehicle. Complainant claims he was guided as to the areas he should complete in the proposal form. He later handed the form to the employee and left Estene's premises. Following acceptance of Complainant's proposal, the insurance contract came into existence on or about 2nd June 2011.

[17] The vehicle was stolen at gun point in Morningside, Durban, during March 2013.

[18] Complainant's claim was rejected by Santam following the latter's establishment that the vehicle, contrary to the terms and conditions of the contract, had not been fitted with a tracking device. Santam's letter of rejection dated 14 May 2013 reads:

'*After careful consideration of your claim, we regret to advise that liability is hereby declined for the following reasons:*

Our investigation revealed that your vehicle was not fitted with a tracking device. We refer to your policy wording, Vehicles 4 Security measures: 4.2 Tracking device. If a tracking device is required as described in the Schedule for the vehicle, loss of or damage to the vehicle after theft, hijacking or attempted theft or hijacking will be covered only if: 4.2.1 the required tracking device is installed in or on the vehicle.'

[19] Complainant says he had never been advised at any stage of the requirement of a tracking device.

[20] Following the rejection, Complainant sought and obtained amongst others, copies of the insurance schedule, proposal form, Client Mandate and Letter of Engagement, including the Record of Advice from Respondents.

[21] Upon examining the proposal form, he immediately noticed that the page dealing with the tracking device had been completed with the word Netstar. It appeared to Complainant that the blank spaces in the proposal form were filled afterwards by someone who uses the Afrikaans language, without consulting him and without his consent.

[22] Respondents for their part do not dispute that the remainder of the form had been completed by Anelle Spaumer, (Spaumer) an employee of Estene who later became Respondent's employee, following the takeover of Estene's business. However, they claim that the information had been obtained by Spaumer from Complainant during a telephone discussion.

F. APPEAL TO SANTAM'S CLIENT CARE DIVISION

[23] After obtaining the information from Respondents, Complainant, moving from the premise that Santam had made a mistake, wrote to Santam contesting their decision. In his letters to Santam, Complainant pointed to what could be aptly termed 'flaws' in the rendering of financial services.

[24] Complainant argued that he had never been advised about the need for a tracking device at any stage. He pointed, amongst other things, to the different handwritings in the relevant page of the proposal form, the words written in Afrikaans and stressed that he has never used Afrikaans in official documents. Santam nevertheless rejected Complainant's assertions.

[25] In a letter dated 24 June 2013 penned by one Fatima Benjamin, (Benjamin) Santam wrote

'*the underwriting criteria stipulated that vehicles over R300 000 should be fitted with a tracker. Kindly refer to the attached application form* ***completed by you*** *whereby you confirmed that the car was fitted with a Netstar Tracking device.*

Regrettably, the rejection of your claim is correct as within the terms and conditions of your policy,' (own emphasis).

[26] There were further exchanges between the two (Benjamin and Complainant) which culminated in a letter dated 10 September 2013. Evidently ignoring Complainant's claims, Benjamin wrote:

'*Yes, there is two different handwritings in the proposal form, but you will notice that the information that was filled in by someone else is information that was needed in order to activate the policy*. *This was information relating to the vehicle, eg, use of vehicle for private use, or business use, Engine and Vin number. This information is critical in order to activate a policy. This is information that could only be provided by you.* ***This was a phone call to you to gather this information including the tracking device information****…..…With that said we can confirm that you had numerous occasions to go through the policy schedule that was sent to you in order to correct any mistakes/ corrections that could have been on the policy.*' (copied as is - emphasis mine).

Appeal to Santam's Internal Arbitrator

[27] Having been unsuccessful with the Client Care division in his first attempt, Complainant on 19 August 2013, lodged an appeal to Santam's Internal Arbitrator. On 29 October 2013 the Arbitrator wrote back to Complainant, upholding Santam's rejection. The relevant part of the letter reads:

'*I refer to your complaint in respect of the repudiation of your claim due to the robbery /theft of your vehicle. It was rejected on the basis that you did not have,*

as is contractually stipulated, a tracking device installed in your car. The policy requires a tracking device; the insurance schedule refers to it; ***there was a relevant phone call to you when the contract was activated***' (own emphasis).

[28] Complainant later lodged his complaint with OSTI. He was unsuccessful but OSTI referred Complainant to this Office for a possible investigation into the intermediary's conduct.

G. REFERRAL TO RESPONDENT IN TERMS OF RULE 6 OF THE RULES

[29] On 25 March 2014 in line with the Rules on Proceedings of this Office, the complaint was referred to Respondent to resolve it with his client. Respondent's response was due on 5 May 2014.

Identity of Respondent

[30] Before I deal with Respondent's response, it is apposite to deal with the identity of Respondent.

[31] During October 2012, first Respondent acquired the business book of Estene and the latter went out of business. Estene is the entity that assisted Complainant with his insurance proposal.

[32] Second Respondent advised Complainant per letter dated 1 October 2012 that his portfolio had been moved to Pro-Brokers effective 1 October 2012.

[33] In one of his letters to this Office, Respondent suggests that the merger, which was done in a hurry, saw Respondent taking responsibility for the book that

contained Complainant's account. According to Respondent, they had only enjoyed few months' commission before this complaint arose.

[34] I must assume notwithstanding the hurried merger that Respondents had carried out their due diligence.

[35] Nevertheless, this Office has confirmation that the regulator was notified of the closure of Estene and subsequent assumption of Estene's business book by Respondents, in line with section 38 (d) (i) of the FAIS Act.

H. RESPONDENT'S RESPONSE

[36] On 16 May 2014 Respondent responded to the complaint. It is axiomatic from the response that Respondents avoided the central issue of advice. What follows is the essence of his response, with my comments where necessary:

(i) Respondent asserts that after studying all the information from the various parties involved, including evidence from the records in his possession, he came to the conclusion that Complainant had received '***instructions, notes or correspondence and that it is his responsibility to see that he comply with the rules and regulations of his policy at all times***.' (own emphasis)

The thrust of the referral letter in terms of Rule 6 (b) invited Respondents to resolve the complaint with Complainant, failing that, file a response which should include a copy of their client's file to demonstrate compliance with the provisions of the FAIS Act and the General Code. Amongst the documents filed

were copies of the policy schedule, record of advice and the proposal form. I analyse these documents later in this determination.

(ii) Respondent leaned heavily on the warnings noted in the schedule dated 21 June 2011. He made the point that the schedule contains in various pages a line which partly reads: '*you must also insure that he comply with security requirements both under the contents and the motor section of your policy.*' (sic). Respondent concluded that it was stipulated in ten places that Complainant check his schedule to make sure that everything is correct. Had he so checked, he would have noted that the policy pointed to a need for a tracking device.

Apart from demonstrating ignorance and failure to distinguish advice records from policy documents, nothing in this statement demonstrates that Complainant was advised of the tracking device.

(iii) Respondent further contends that Peninsula Risk Advisors, (PRA) can prove that they requested the Netstar certificate from Complainant. He alleges that PRA placed the vehicle on cover in an act of faith that Mr Buthelezi would send the certificate.

(iv) Next, Respondent blamed Complainant for partially completing the proposal form. He claims that Spaumer had phoned Complainant and filled the outstanding information during their telephone conversation.

There is no statement from Spaumer and no explanation why she has not filed one. This Office allowed Respondents almost the entire year to search for the record of the telephone call or any other material to corroborate their claim in

this respect. To date, despite the ample opportunity, Respondents have failed to furnish anything substantiating their claim about the record of the stated telephone conversation.

(v) Respondent further added, perhaps speculatively and without providing any supporting information, that Complainant at the time had been under pressure to collect the vehicle from his dealership.

(vi) Respondent also suggests that Complainant had signed the client advice record, which stipulated that everything had been fully explained to him and that he was satisfied with the advice given by Estene Brokers.

(vii) On 29 October 2013, Santam's internal arbitrator confirmed that there was a phone call made by Santam when his contract was activated. '*Santam would never give insurance cover if they did not get confirmation from the insured that a tracking device was in place*'.

This Office has a copy of the letter written by Santam's Internal Arbitrator to Complainant. The letter does not state that Santam made the call.

(viii) Respondent ends with a remark that they complied with what he labels, '*the Financial Board's legislation'*. He states that legislation demands that brokers send correspondence '*to our clients, but not to file without reading but to check, read and make 100% sure*'.

[37] On 4 June 2014 Respondent was reminded to provide corroborating evidence of the phone call made by Spaumer to Complainant, in which the latter was informed of the requirement of the tracking device. Surprisingly, Respondent in his letter of 5 June 2014 stated that he had requested proof from Santam and

PRA. This is despite the claim that Spaumer, an employee of Respondent had made the call.

[38] On 19 August 2014 Respondent was reminded to provide the information supporting the telephone call. This time, the point was made that in the event of failure to provide the necessary proof, the matter would be escalated for determination.

[39] On 25 September 2014, Respondent advised this Office that PRA and Santam had informed him that their files were closed and suggested that the FAIS Ombud write to the two entities.

I. NOTICE IN TERMS OF SECTION 27 (4)

[40] With the matter remaining unresolved following the expiration of the six weeks period, this Office on 17 December 2014, issued to Respondent a notice in terms of section 27 (4) of the FAIS Act.

[41] The notice invited Respondent to provide all documents in support of his case. Referring to section 7 (1) c (vii) of the code, Respondent was invited to demonstrate compliance thereof.

J. DETERMINATION

The law

[42] In terms of section 7 (1) (c) (vii) of the General Code of Conduct, (the code), Respondent was duty bound to:-

(i) provide Complainant with a reasonable and appropriate general explanation of the nature and material terms of the relevant contract;

(ii) generally make full and frank disclosures of any information that would reasonably be expected to enable his client to make an informed decision.

(iii) Perhaps more pertinent to the matter at hand, Respondent had a duty to provide '*concise details of any special terms or conditions,* ***exclusions of liability,*** *waiting periods, loading, penalties, excesses,* ***restrictions or circumstances in which benefits will not be provided*****;**'(my emphasis).

[43] In response, Respondent simply filed copies of various policy schedules and nothing more. He made further claims against Complainant without providing any form of proof.

[44] It is common cause that Complainant's claim was rejected by Santam due to his alleged failure to install a tracking device. It is also not in dispute that Santam was the third insurer since Complainant had procured the policy. The first was Saxum, followed by Regent and later Santam. Having had sight of Regent schedule, it would appear that the incorrect information was submitted in June 2011 to Saxum and subsequently transmitted to the rest of the insurers.

[45] In reality, Complainant drove the car for almost three years without a tracker, due to Respondent's failure to advise him of the requirement.

[46] I now deal with some of Respondent's supporting records to demonstrate that Complainant had not been advised of the requirement of a tracking device, in violation of the provisions of the FAIS Act and the General Code.

Record of Advice

[47] The Record of Advice is maintained by providers in compliance with Part VII, section 9 of the General Code. The provisions of section 9 are worth reproducing here. They proceed as follows:

"(9) (1) A provider must, subject to and in addition to the duties imposed by section 18 of the Act and section 3(2) of this Code, maintain a record of the advice furnished to a client as contemplated in section 8, which record must reflect the basis on which the advice was given, and in particular-

(a) a brief summary of the information and material on which the advice was based;

(b) the financial products which were considered; and

(c) the financial product or products recommended with an explanation of why the product or products selected, is or are likely to satisfy the client's identified needs and objectives."

[48] Looking at the part that deals with advice, I note the following:

Product comparison: The names Saxum, Admir and Quicksure are noted. Then there is a comparison of the three products only on the basis of premiums. Saxum - R1196.63, Admir - R1463,61. The words 'no quote' appear under Quicksure.

Product recommended: The product recommended is Saxum and the word, premium, is written as motivation.

The reasons provided read: -

-'*Client takes excess reducers and car hire,*

-Client do not need top –up insurance,

-Client is aware of the under insurance for the house contents.'

[49] The document is signed by: Complainant, someone noted as adviser, and another noted as representative and dated 2 June 2011.

[50] It is abundantly clear from Respondent's record of advice that Complainant was never advised of the material terms of the contract.

[51] There is nothing in Respondent's documents that suggests that Complainant was in need of a cheap premium. In violation of the Code, Respondent nonetheless compared the two products on the basis of the premium. To the oblivious Complainant, it must have sent the message that Respondent was being considerate towards him and his finances. In reality however, Respondent's actions amounted to nothing more than going through the motions with a tick box mentality, when the intention was to simply sell the Saxum insurance.

[52] It is worth elaborating on this issue of comparing financial products on the basis of premium. I have already alluded to the fact that the comparison is not backed up by any relevant financial information pertaining to Complainant's finances. In other words, the comparison is baseless. No effort is made to disclose the

relationship between the premium and the excess or the premium and the extent of cover. Additionally, there is no explanation of what is covered in relation to each premium including relevant exclusions.

[53] While mesmerising to a client who does not know any better, a cheap premium could deal a devastating blow at a time of need. To summarise, comparing insurance on the basis of a cheap premium without explaining the relevant material differences in the products must be condemned as unfair, deceitful and harmful to the interests of clients and undermines the integrity of the financial services industry.

(i) Client Mandate and Letter of Engagement

[54] A further document filed by Respondents is titled “Client Mandate and Letter of Engagement’. There are parts of this document which have been left blank but it has been signed by the complainant and someone noted as adviser. (This is despite line 3 of the Client declaration that appears at the foot of the record of advice, which reads: ‘*I confirm that all the necessary documents were fully completed before I signed them*.’

[55] Later in this determination, I deal with the issue of accepting forms with blank spaces from clients.

(ii) Proposal form

[56] There is no dispute that the form had been partially completed when Complainant handed it to Respondents. Page 3 of the proposal form (the page

containing reference to the tracking device) calls for information pertaining to amongst others:

- class of use- the answer to which is written as –privaat;
- In response to the letters NCB (No claims bonus) – the response Starter is noted;
- place where the vehicle is kept overnight , the response completed reads- motorhuis.
- security detail – the word Netstar is filled in.

[57] None of the answers noted in paragraph 58 were obtained from Complainant. In fact, Complainant's vehicle was stored in carport. This aspect alone would have seen Complainant's claim turned down.

[58] Given the import of the answers contained in this page and the gravity of the consequences of non- compliance, I would have expected to see these in the record of advice, along with the consequences of failure to comply.

[59] There is not a single reference to a tracking device as a requirement in the record of advice, much less the consequences of failing to have one installed.

[60] Respondents in their response to this Office chose to blame Complainant for failing to read his policy document. This is not a defence when it comes to compliance with the General Code on the part of a provider.

[61] A policy comes after the client has made an informed decision about a proposed transaction. Simply put, clients cannot obtain advice from a policy schedule. By the time they choose to enter into the contract, they must have been advised.

[62] It is glaring from Respondents' version that Complainant was not advised about the requirement of a tracker and its importance. As a consequence of that failure, Complainant found himself in violation of the contract.

[63] To mask their failure to advise Complainant, Respondents invented the story about the telephone call between Complainant and Spaumer. To demonstrate that it was an attempted cover up, when asked to provide corroborating evidence, Respondents failed to provide such proof. Instead, a new story was invented. In his e-mail of 25 September 2014, Respondent further made the bizarre statement that Santam and PRA did not provide him with necessary record and suggested that the FAIS Ombud assist in obtaining the relevant record from the two.

[64] I must accept that Respondent had, and effectively employed, the resources, procedures and appropriate technological systems that can reasonably be expected to eliminate, as far as possible, the risk that clients, product providers and other providers will suffer financial loss through poor administration and negligence as required by Part IX section 11 of the General Code. If indeed a telephone call had been made, Respondent required no invitation to produce the relevant transcript.

The practice of asking clients to sign blank documents

[65] During the investigation of this matter, it became apparent that Respondents, in contravention of the General Code, had accepted a partially completed proposal form from Complainant. In fact, almost half the page dealing with the tracking device was left blank. This is demonstrated by Respondents' own papers. To cover themselves, Respondents invented the story about the telephone call that was made by Spaumer.

[66] They do not state the date of the call and provide no corroborating evidence to back their claims of the call. Most importantly, they do not explain the reasons for accepting a signed blank form from Complainant.

[67] It is instructive to refer to section 7 (2) of the General Code. The section states that no provider may in the course of rendering financial services request a client to sign any written or printed form or document unless all details required to be inserted thereon by the client or on behalf of the client have already been inserted.

[68] It thus came as no surprise that Respondents, after having been given almost one full year to trace the transcript of the call, still failed to provide one. There was no telephone call made to Complainant, which corroborates Complainant's version that he had never been advised of the requirement of a tracking device throughout his interactions with Respondent.

[69] Respondents blame Complainant for partially completing the form; ironically, they failed to recognise their unlawful conduct of obtaining Complainant's

signature on blank forms. The relevant page of the proposal form had not been signed; however, the proposal form is signed at the end, which suggests that at the time of accepting same, it was fully completed.

[70] Respondents' conduct in accepting forms with blank spaces from Complainant with his signature was unethical. It goes against the spirit of treating clients fairly as required by the FAIS Act.

Santam's Client Care Department and the Internal Arbitrator

[71] I am compelled to deal with the telephone calls that were allegedly made to Complainant by several parties. Strictly speaking, this conduct is not relevant to the determination of the merits of this complaint.

[72] This Office had initially invited Respondents to resolve the complaint with its client, failing that, provide compliance records in line with the General Code. Realising their unlawful conduct of accepting partially completed forms with their client's signature, Respondents invented the story about the telephone call.

[73] In her letter of 10 September 2013 to Complainant, Benjamin relied on a telephone call that had been made to Complainant. See paragraph 26 of this determination. First, Benjamin does not say who made the call; second, she provides no evidence of the call. She nevertheless dismisses Complainant by saying the information could only have been provided by Complainant.

[74] On 18 December 2013, Santam's Client Care Manager, Jo-Anne Abrahams, (Abrahams) wrote to OSTI in connection with this same matter. In arguing Santam's case to OSTI, Abrahams wrote, '*Please also find the proposal form attached hereto. The complainant contends that two different styles of handwriting appear on the form. However, the handwriting that appears to be different is information that was needed in order to activate the policy, such as use of the vehicle, Engine and Vin Number. It was information that was provided by complainant telephonically including the tracking device information. ….'*

[75] *'It should be noted that this matter was referred to the Internal Arbitrator Prof JC van der Walt, who upheld the repudiation. The claim was repudiated as it was contractually stipulated that a tracking device should be installed in the complainant's vehicle.* ***This is based on the phone call where the insured confirmed a tracking device was installed****.*' (emphasis mine).

[76] On 28 August 2015, this Office wrote to Benjamin at Santam Client Care Department and requested proof of the telephonic conversation referred to in Benjamin's letter of 10 September to Complainant.

[77] A Mr Kurt Hendrikse wrote back stating that the matter was dealt with by Albatros Insurance Administrators and that Santam does not have access to such recording. He went on to state that he had requested Albatros to trace the call and undertook to forward same to this Office upon receipt from Albatros.

[78] Following a request by this Office to provide a comment on their role in calling Complainant to confirm the tracing device, Peninsula Risk Advisors wrote to

this Office on 8 September 2015 and distanced themselves from the matter. They referred all queries to Respondents.

[79] A further e-mail of 8 September 2015 from an Ihsaan Leggett of Santam noted that the claim was registered under Albatros Insurance Administrators as broker of the policy.

[80] This Office wrote to the office of Santam's Internal Arbitrator and asked for the transcript of the call that is referred to in the Internal Arbitrator's letter. For ease of reference, a copy of the Internal Arbitrator's letter was attached to the request. As at date of this determination, this Office had not received the requested transcript.

[81] My concern is:-

(i) Complainant approached Santam's Client Care department in good faith and in attempt to resolve the dispute surrounding the rejection of his claim.

(ii) Santam rejected the claim based on the non-compliance with a security requirement.

(iii) It is not in dispute that the vehicle had not been fitted with a tracking device. Santam therefore had valid grounds to reject the claim.

(iv) Santam were informed by Complainant that he had never been advised about the requirement of a tracking device.

(v) At this point it should have been apparent to Santam that this was a matter between the intermediary and the client. The matter should have been immediately referred to this Office and that is where Santam's interest should have ended.

(vi) Instead, Santam, including its Internal Arbitrator, obviously having obtained a version from Respondent and without any supporting evidence, merely accepted it and communicated it to Complainant, thereby creating the impression that Complainant had no further right of recourse.

(vii) Complainant was treated unfairly.

K. CAUSATION

[82] That Respondents failed to discharge their obligations as licensed providers stemmed largely from their lack of appreciation of the FAIS Act and the Code. Instead of rejecting the incomplete form from Complainant, Respondents appeared content with going through the motions obtaining Complainant's signature to confirm he was satisfied that everything had been explained to him. In reality however, Complainant had not been advised.

[83] The resultant loss suffered by Complainant was a direct and logical result of Respondents' conduct and their failure to advise Complainant in accordance with the requirements of the FAIS Act and Code.

L. QUANTUM

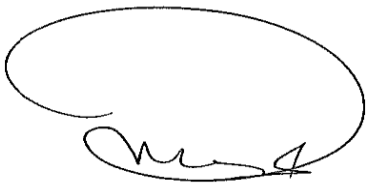
[84] Santam was requested to provide the amount it would have paid Complainant had the claim been upheld. They have confirmed that they would have paid out the amount of R317 500.00. Accordingly, this is the amount this Office is prepared to allow. The amount takes into account the applicable excesses.

M. ORDER

[85] The following order is made:

1. The complaint is upheld.
2. First and second respondents are ordered to pay the complainant, jointly and severally the one paying the other to be absolved, the amount of R317 500.00 within SEVEN (7) days from date of this order.
3. Interest on the said amount at the rate of 9 % from date of this order to date of final payment.

DATED ON THIS THE 12th OF JANUARY 2016.



NOLUNTU N BAM

OMBUD FOR FINANCIAL SERVICES PROVIDERS