
Complaints Handling Procedure

FSP Name: Worldwide Advisory Services (Pty) Ltd

FSP Number: FSP12964

Date: December 2020

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TYRONE WATERSTON



Worldwide
Advisory Services

Definitions

“Complaint”

Means a complaint as defined in section 1(1) of the Financial Advisory and Intermediary Services Act, 32 of 2002 (hereafter ‘FAIS Act’), submitted by a client to a Financial Services Provider (hereafter ‘FSP’) for purposes of resolution by the FSP.

Furthermore, the complaint must specifically relate to a financial service rendered by the FSP or Representative (Rep) to the complainant, after 30 September 2004, in which it is alleged that the FSP or Rep:

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

“Internal complaint resolution system and procedures”

Means the system and procedures established and maintained by the FSP in accordance with the General Code of Conduct for the resolution of complaints by clients.

“Ombudsman”

Means the Ombud for FSPs referred to in section 20(2) of the FAIS Act.

“Resolution or Internal Resolution”

In relation to a complaint and an FSP, means the process of the resolving of a complaint through and in accordance with the internal complaint resolution system and procedures of the FSP.

“Rules”

Means the Rules on Proceedings of the Office of the Ombud for FSPs, as published in the Gazette.

Introduction

Generally, the FAIS Act strives to provide a complaints resolution mechanism that results in a speedy and cost-effective resolution to save clients from having to follow the costly and time consuming route via the courts. However, this does not preclude clients from exercising their rights to seek legal redress through the courts, as stated in Section 40 of the FAIS Act. In complicated cases involving large amounts of damages the latter route would be preferable.

In terms of Part XI of the General Code of Conduct, FSPs are obliged to maintain an internal complaints resolution system and procedure. It is a specific requirement for all employees, including Reps, that they adhere to the requirements of the said manual as well as all the provisions of the FAIS Act regarding complaints.

Worldwide Advisory Services (Pty) Ltd (hereafter referred to as “the FSP”) makes every effort to put clients first and get things right the first time, every time. However, there may be times when a client may feel they have not received the level of service they are entitled to.

If this is the case the FSP commits to the following:

- Undertake to inform all their clients of the procedures established for the internal resolution of their complaints, details of which will be given to them in writing;
- Undertake to ensure easy access to the FSP's complaints resolution process at their offices, by way of post, e-mail, telephone or on their website;
- Acknowledge the complaint or grievance raised, provide the name of the person dealing with it, as well as inform the complainant when they can expect a response;
- Treat any complaint or grievance seriously;
- Handle all complaints and grievances in such a way that is fair to clients, the FSP and the FSP's staff;
- Deal with complaints in a timely and fair manner, with every complaint receiving proper consideration in a process that is managed appropriately and effectively by the responsible staff member;
- Offer an appropriate remedy in all cases where a complaint is resolved in favour of a client;
- Inform clients of their right to refer their complaints to the FAIS Ombud, should a complaint not be resolved to their satisfaction within six weeks from the date on which the complaint is received;
- Maintain records of all complaints received for a period of 5 years, which will specify the outcome of all the complaints lodged;
- Implement follow-up procedures to:
 - × Implement remedial actions to prevent similar complaints from occurring; and
 - × Improve services and procedures where necessary within the FSP.

Where a client has a complaint, the FSP has a Complaints Handling procedure to resolve it; in a way that is straightforward and easy to use.

Procedure to follow

Stage 1

(Making a complaint and or expressing a grievance)

When a client wishes to raise a complaint, it is usually best to contact the person they originally dealt with. The client may, however, prefer to contact that person's immediate manager if he/she is in doubt as to whether the complaint can be dealt with effectively by the above-mentioned person. If so, the person he/she has dealt with will tell him/her who to contact, alternatively the FSP's reception can be contacted to give the client this information. The person he/she contacts will be responsible for either resolving the complaint or redirecting it to someone who can assist, without any inconvenience to the client.

Stage 2

(If stage 1 is not successful)

If the client is not happy with the response, he/she must submit their complaint in writing to our Compliance Officer. The reason for placing the complaint in writing is to protect the client and to obtain the exact reasons for the complaint. The contact details are provided overleaf.

(Information required on the written complaint)

- The clients name and surname;
- Contact details (including postal address, telephone number, fax number and email address if you have these);
- Where applicable, the name of your employer and retirement fund or medical scheme, as well as your membership number;
- Details of the complaint or grievance;
- Copies of any relevant documentation;
- Details of the steps the client has taken to resolve the complaint or grievance; and
- The outcome the client would like to achieve.

Stage 3

(Response Procedure)

The FSP will confirm receipt of the complaint and provide the client with the contact details of the person responsible for resolving the matter, within a reasonable time frame. The FSP will investigate the complaint to ascertain whether the complaint is legitimate and or can be resolved immediately; If the complaint can be resolved immediately, it will take the necessary action and inform the client accordingly. Furthermore, the FSP will provide the client with details of the investigation into the complaint **within 30 days** of receipt. If the complaint cannot be resolved immediately, we will alternatively request supporting documentation (if any) from the client that may be necessary to resolve the matter and indicate the expected date of resolution. If we are unable to resolve the complaint **within 6 weeks** of logging the complaint in the Complaints Register, we will notify the client accordingly and advise the client of his/her right to:

- proceed in terms of Rule 6(a) and 6(b) of the Rules on Proceedings of the Office of the Ombud for FSPs (see below); or
- Seek legal redress in another forum. If the complaint falls within the scope of the Promotion of Access to Information Act, we will advise you of the correct procedure to follow. The procedure to follow will also be on our website.

Stage 4

(If the Complaint is resolved in the client's favour)

If the complaint is resolved in the client's favour, the FSP will ensure that a full and appropriate level of redress is offered without delay.

Stage 5

(If the Complaint is not resolved in the client's favour)

If the complaint is not resolved in the client's favour, the FSP will advise the client, in writing, of the reason(s). The FSP will be prepared to consider any new information or argument provided thereafter.

If the complaint is in terms of the Financial Advisory and Intermediary Services Act, 2002 (FAIS) you may submit the complaint to the Ombudsman, but this must be **within six months** of receiving the FSP's response. A FAIS complaint is a specific complaint relating to a financial service provided by the FSP or its representatives. The complaint must relate to:

- Any financial prejudice or damage due to contravention or failure to comply with the provisions of the Act; or
- Any prejudice or damage caused by the wilful or negligent rendering of a financial service; or
- Unfair treatment.

The client will need to provide the Ombudsman with proof that he/she tried to resolve the complaint with the FSP. This can be done by providing a copy of the FSP's final response, together with the client's reasons for disagreeing with the response. The complaint must be submitted in writing together with any supporting documentation and the client will need to quote the FSP's number 12964.

If the client's complaint relates to the administration of a pension fund, the investment of its assets or the application of its rules he/she may lodge a complaint with the Pension Funds Adjudicator. To lodge a complaint with the Pensions Funds Adjudicator the client must be a member or former member of a fund, a beneficiary or former beneficiary of a fund, an employer who participates in a fund or a member of the board of management of a fund.

If the complaint deals with the services provided by the FSP's health care consultants, the complaint may be lodged with the Council for Medical Schemes.

If the complaint is with regards to marketing, entering into any long-term insurance contracts or their administration, the client may contact the Ombudsman for Long-term Insurance.

In terms of the Rules on Proceedings of the Office of the Ombud for Financial Services Providers, 2002, the FSP has the following rights and duties:

- The FSP must be informed of the complaint submitted to the Office of the Ombud to the extent necessary to respond thereto fully.
- The FSP is entitled to submit any fact, information, or documentation in relation to the complaint and must disclose relevant information or documentation to the Ombud.
- If deemed necessary by the Ombud, the FSP must discuss the complaint with the Ombud and furnish such further relevant information as the Ombud may require.
- The FSP is required to act professionally and reasonably and to cooperate with a view to ensuring the efficient resolution of the complaint.

Determinations by the Ombud and its legal status

- The Ombud may, when accepting a complaint in terms of section 27(5) of the Act, require the FSP to pay a case fee to the Office not exceeding R1 000.00;
- If the complaint was not resolved through conciliated settlement, the Ombud will make a determination which has the legal status of a civil judgement of court;
- The determination can be a monetary award (not exceeding R800 000, unless the person complained against agrees to it), or any other order that can be made by a court;
- An award of costs may be made against the person complained against;
- An award of costs may be made against a complainant if the conduct of the complainant was improper or unreasonable, or if the complainant caused an unreasonable delay in the finalisation of the investigation.

(Appeals to Board of Appeal)

- It is possible to appeal to the Board of Appeal, provided the Ombud grants leave to appeal. If the Ombud refuses, the chairperson of the Board of Appeal can be requested for permission to appeal.
- Application for leave to appeal must be made to the Ombud **within 1 month** of the Ombud’s determination.
- If the Ombud refuses leave to appeal, application for leave to appeal may be made to the Chairperson of the Board of Appeal, **within 1 month** of the Ombud’s refusal – the applicant must inform the Ombud of his application.

A determination by the Board of Appeal has the same status as a judgement of a civil court.

Comments and suggestions

The FSP welcomes comments and suggestions on how to improve its services. If it is not performing up to their client’s expectations in facilitating the resolution of an issue, he/she has raised, he/she is most welcome to inform the FSP.

Contact details

DISCLOSURE NOTICE TO SHORT-TERM INSURANCE POLICYHOLDERS

IMPORTANT – PLEASE READ CAREFULLY

(This notice does not form part of the insurance contract or any other document.)

Your insurance product involves three companies performing different functions:	
The Insurance Broker	This company acts as the intermediary between the insurer and you; represents you in your dealings with the insurer; and provides you with advice where applicable.
The Insurer	This is the insurance company that receives your premiums; underwrites your risk; and is liable for valid claims incurred in terms of your policy.
The Binder Holder and/or the Administrator	This company “binds” and/or administers various aspects of your policy and potential claims on behalf of your insurer, within mandates (for example: going on risk, determining your premiums and settling your claims).

The details of these companies and what they do is set out below.

PARTICULARS OF YOUR INSURANCE BROKER		PARTICULARS OF THE BINDER HOLDER AND/OR ADMINISTRATOR	
Business Name	Worldwide Advisory Services (Pty) Ltd	Business Name	Worldwide Advisory Services (Pty) Ltd
Trade Name	Worldwide Advisory Services (Pty) Ltd	Trade Name	Worldwide Advisory Services (Pty) Ltd
Company Reg. Number	2001/030080/07	Company Reg. Number	2001/030080/07
Physical Address	266 Bryanston Drive Bryanston	Physical Address	266 Bryanston Drive Bryanston

	2191		2191
Postal Address	PO Box 651250 Benmore Gauteng 2010	Postal Address	PO Box 651250 Benmore Gauteng 2010
Telephone Number	+27 11 565 2376	Telephone Number	+27 11 884 8343
Fax Number	+27 11 884 5781	Fax Number	+27 11 884 5781
Email Address	Info@wwas.co.za	Email Address	Info@wwas.co.za
Website	www.wwas.co.za	Website	www.wwas.co.za
Compliance Officer		Compliance Officer	
Name of Company	Key Comply	Name of Company	Key Comply
Telephone Number	+27 63 240 9394	Telephone Number	+27 63 240 9394

YOUR INSURANCE BROKER IS AUTHORISED TO PROVIDE FINANCIAL SERVICES IN RESPECT OF SHORT-TERM PERSONAL LINES, PERSONAL LINES A1 AND COMMERCIAL LINES PRODUCTS

Licence Number	12964
Specific Exemptions	None

THE BINDER HOLDER IS AUTHORISED TO PROVIDE FINANCIAL SERVICES IN RESPECT OF SHORT-TERM PERSONAL LINES, PERSONAL LINES A1 AND COMMERCIAL LINES PRODUCTS

Licence Number	12964
Specific Exemptions	None

YOUR INSURANCE BROKER HAS THE FOLLOWING INSURANCE IN PLACE THAT PROVIDES PROTECTION TO CLIENTS

Professional Indemnity	Yes
Fidelity Guarantee	Yes
Intermediaries Guarantee Facility	Yes

SHOULD YOU HAVE A CLAIM AGAINST YOUR POLICY, PLEASE NOTE THE FOLLOWING:

- (a) Procedures for the submission of claims are detailed in the policy wording.
 (b) You may contact the binder holder and/or administrator's claims department at the above address or by telephone on 084 157 0007 for assistance.

COMPLAINTS

If you would like to lodge a complaint with your insurance broker, please write to or call:

Worldwide Advisory Services (Pty) Ltd
 Complaints Officer/Responsible Manager
 Ms. P. Majola
 Tel: 010 141 3306
 Email: complaints@deviceinsurance.co.za

If you would like to lodge a complaint with the binder holder and/or administrator, please write to or call:

Worldwide Advisory Services (Pty) Ltd
 Complaints Officer/Responsible Manager
 Ms. P. Majola
 Tel: 010 141 3306

Email: complaints@deviceinsurance.co.za Website: www.wwas.co.za
Should you have any complaints with respect to the product and service and you would like to escalate the complaint to us, please write to:
The Hollard Insurance Company Hollard Insure Complaints Email: hollardinsurecomplaints@hollard.co.za Website: www.hollard.co.za (click on the "Contact us" button at the top of the page)
If you are dissatisfied with the outcome of your complaint, depending on the nature of your complaint, you may approach the FAIS Ombud for matters relating to how the policy was sold to you or the conduct of your broker/binder holder/administrator; or the Short-term Ombudsman for matters relating to your policy itself, like claims, details of which appear below.

THE OMBUDSMAN FOR SHORT-TERM INSURANCE		THE FAIS OMBUD	
Physical Address	1 Sturdee Avenue Cnr Bolton and Baker Roads First Floor, Block B Rosebank	Physical Address	Kasteel Park Office Park Orange Building, 2 nd Floor Cnr Nossob and Jochemus street, Erasmuskloof, Pretoria 0181
Postal Address	PO Box 32334, Braamfontein, 2017	Postal Address	PO Box 74571, Lynnwood Ridge, 0040
Telephone Number	(0860) 726-890/ (011) 726-8900	Telephone Number	(012) 762-5000/ (012) 470-9080
Fax Number	(011) 726-5501	Fax Number	086 764 1422/ (012) 348-3447
Email Address	info@osti.co.za	Email Address	info@faisombud.co.za
Website	www.osti.co.za	Website	www.faisombud.co.za
FINANCIAL SECTOR CONDUCT AUTHORITY			
Physical Address	41 Matroosberg Road Ashlea Gardens, Pretoria, 0002		
Postal Address	PO Box 35655, Menlo Park, 0102		
Telephone Number	0800 20 37 22		
Fax Number	(012) 346-6941		
Email Address	info@fsca.co.za		
Website	www.fsca.co.za		
YOUR INSURER			
Name	The Hollard Insurance Company Limited		
FSP Number	17 698		
Physical Address	22 Oxford Road, Parktown, Johannesburg, 2193		
Postal Address	PO Box 87419, Houghton, 2041		
Telephone Number	(011) 351-5000		
Fax Number	(011) 351-0691		
Website	www.hollard.co.za		

Compliance Department	(011) 351-5000, and ask for the Group Compliance department; or email compliance@hollard.co.za
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COMMISSION, BINDER, ADMINISTRATION AND CONFLICT OF INTEREST DISCLOSURE	
Your insurance broker receives a commission of up to 20% of gross written premium from your insurer. The levels of commission vary depending upon the product type. The exact amounts are disclosed in your policy schedule. In addition, your broker may charge you a broker/policy fee which will also be shown on your policy schedule. You must explicitly agree to this fee in writing.	
The binder holder is paid a binder fee which is calculated to be 9% of the gross written premium it places with your insurer for performing functions on behalf of the insurer, as outlined below.	
Your insurance broker and the binder holder are the same company.	
BINDER DISCLOSURE	
Worldwide Advisory Services (Pty) Ltd acts as a binder holder for The Hollard Insurance Company Limited and has a signed binder agreement to this effect. In terms of this agreement, the binder holder may:	
<ol style="list-style-type: none"> 1) enter into, vary and renew policies 2) settle all valid claims. 	
The binder holder may not reject claims, nor may it cancel policies. This may only be done by the insurer.	

OTHER KEY CONFLICT OF INTEREST DISCLOSURES		
Relating to your insurance broker:		
Does your broker have a direct or indirect shareholding in any insurer?	No	
Does your broker receive more than 30% of their income from any insurer?	Yes	Hollard Insurance
Does your broker have a relationship with any insurer that provides a financial interest other than ownership?	No	
Does your broker have a relationship with any other broker that provides an ownership or financial interest?	No	
Does your broker have a relationship with any distribution channel that provides an ownership, financial interest or support service?	No	
Does your broker have a relationship with any other person that provides an ownership or financial interest?	No	
Any combination of these relationships and/or ownership or financial interests may present a potential conflict and as such we need to ensure you are aware of these.		
A full copy of your broker's Conflict of Interest management policy can be obtained from:		
i) Your broker's offices upon written request to info@wwas.co.za.		
ii) Your broker's website www.wwas.co.za		
Relating to the binder holder and/or administrator:		
Does the binder holder and/or administrator have a direct or indirect shareholding in any insurer?	No	
Does the binder holder and/or administrator receive more than 30% of their income from any insurer?	No	
Does the binder holder and/or administrator have a relationship with any insurer that provides a financial interest other than ownership?	No	
Does the binder holder and/or administrator have a relationship with any other broker or binder holder that provides an ownership or financial interest?	No	

Does the binder holder and/or administrator have a relationship with any distribution channel that provides an ownership, financial interest or support service?	No	
Does the binder holder and/or administrator have a relationship with any other person that provides an ownership or financial interest?	No	
Any combination of these relationships and/or ownership or financial interests may present a potential conflict and as such we need to ensure you are aware of these.		
A full copy of the binder holder and/or administrator's Conflict of Interest management policy can be obtained from:		
i) The binder holder and/or administrator's offices upon written request to info@wwas.co.za		
ii) The binder holder's website www.wwas.co.za		

DISCLOSURE OF PREMIUMS AND FEES

All premium obligations, commissions and broker/policy fees are disclosed in your policy schedule.
Binder and outsource administration fees are disclosed above in this document.

MANNER OF PAYMENT OF PREMIUM, DUE DATE AND CONSEQUENCE OF NON-PAYMENT

Please refer to your policy wording for details regarding premium payment, due dates of payment and consequences of non-payment.

POLICY INFORMATION

Please refer to your policy wording, policy schedule and any other disclosure document provided by your broker or the insurer for details regarding policy benefits, exclusions, special conditions, cooling off rights, excesses, claims process and cancellation requirements.

OTHER MATTERS OF IMPORTANCE

- (a) You must be informed of any material changes to the information provided above.
- (b) If the information above was given to you verbally, it must be confirmed in writing within 30 days.
- (c) A polygraph or any lie-detector test is not obligatory in the event of a claim and the failure thereof may not be the sole reason for repudiating the claim.
- (d) All material facts must be accurately and properly disclosed, and the accuracy and completeness of all answers, statements or other information provided by or on your behalf remains your own responsibility.
- (e) Incorrect or non-disclosure by you of relevant facts may influence the insurer on any claims arising from your contract of insurance.
- (f) You must, on request, be supplied with a copy or written or printed record of any transaction requirement within a reasonable time.
- (g) Do not sign any blank or partially completed application form.
- (h) Complete all forms in ink.
- (i) Keep all documents handed to you.
- (j) Make a note as to what is said to you.
- (k) Don't be pressurised to buy the product.
- (l) When your insurance broker informs you of a change of product, your insurance broker is obliged to supply you with a full product comparison.
- (m) Your personal information will be processed in a lawful manner and your consent will be required, where applicable, before processing any of your personal information.
- (n) With regards to your personal information, you have the right to access any of your personal information held by the broker or insurer to rectify any inaccuracies, object to the processing of your personal information and lodge complaints in this regard with the broker, insurer or the information regulator.

