

garagesure

Consultants & Acceptances (Pty) Ltd

Complaints Policy

Introduction and the purpose of this policy

As an authorised financial services provider (FSP), in line with the FAIS Act (Financial Advisory and Intermediary Services Act) and the General Code of Conduct, we have established a complaints management framework in order to ensure the effective and transparent resolution of complaints and the fair treatment of our clients and/or persons who are dissatisfied with our service, staff or the products we offer.

This document explains the procedure should you wish to complain about any of the services rendered by our business or any of our representative and sets out the process that we will follow in order to resolve your complaint.

How to submit a complaint

Wherever possible please submit your complaint to us in writing. It can be submitted either by hand, post or via email to the contact details that appear below.

The complaint should contain adequate detail regarding the following, to enable us to deal with the complaint promptly and fairly, and allow for a swift response:

- The full name, ID number (or registration number) and contact details of the complainant
- If the complainant is not the client or policyholder, the full name, ID number (or registration number) and contact details of the client
- Policy/claim number
- Specific details about the nature of the complaint, including the necessary facts, dates and supporting documentation where applicable

Our responsibility

- We will acknowledge receipt of your complaint in writing as soon as possible after it has been received.
- The complaint will then be allocated to the appropriate department and staff member to investigate and ensure your complaint receives proper consideration.
- You will be informed of the person assigned to handle your complaint, as well as the expected turnaround times and ongoing progress updates in relation to your complaint.
- We have the appropriate management controls in place to ensure the consideration process is effectively controlled and supervised, and that complaints can be escalated and reviewed internally.
- We will inform you of the results of the consideration.
- Where the complaint is resolved in the favour of the complainant, we will offer a full redress to the complainant in a prompt manner.
- If the outcome is not favourable to the complainant, we will provide full written reasons for our decision, as well as further steps which are available to the complainant.
- As required by legislation we will keep and maintain record of the complaint for five (5) years.

GARAGESURE CONSULTANTS AND ACCEPTANCES (PTY) LTD An authorised financial services provider **FSP 4467**

Phone + 27 11 791 6602 **Fax** + 27 11 791 6361 **Email** yolande@garagesure.co.za **Web** www.garagesure.co.za **Address** Unit 16, First Floor, Block D, Lifestyle, Riverfront Office Park, 16 Bosbok Road, Randpark Ridge, 2156 **Postal** PO Box 3375, Randburg, 2125 **VAT** 4620193963 **Registration** 2000/018704/07

Underwritten by Compass Insurance Company Limited (FSP 12148)

If the complaint is not resolved to the complainant's satisfaction

If the outcome of the complaint is unfavourable to the client, or is not resolved to the complainant's satisfaction, one then has the following recourse:

- Refer the matter to the FAIS Ombud within six (6) months of notification that the complaint could not be resolved in your favour, or within six (6) months of our failure to deal with the complaint;
- Refer the matter to the National Financial Ombud Scheme South Africa NPC.

Please feel free to contact us if you have any queries or need any assistance.

Important Contact Details

Garagesure Consultants & Acceptances (Pty) Ltd

- **Postal address:** PO Box 3375, Randburg, 2125
- **Physical:** Unit 16, First Floor, Block D, Lifestyle Riverfront Office Park, 16 Bosbok Road, Randpark Ridge, 2156
- **Contact person's name:** Yolandé Smit
- **Tel:** 011 791 6602
- **Email:** yolande@garagesure.co.za

FAIS Ombud

The FAIS Ombud is independent and impartial, and deals with all disputes for all types of clients that arise out of the provision of advice as dealt with by the FAIS Act, for example, the way a policy was sold or how a service was provided.

- **Postal address:** PO Box 41, Menlyn Park, 0063
- **Physical:** 125 Dallas Avenue Menlyn Central, Waterkloof Glen, Pretoria 0010
- **Tel:** 012 762 5000
- **Sharecall:** 086 066 3274
- **Email:** info@faisombud.co.za
- **Website:** www.faisombud.co.za

National Financial Ombud Scheme South Africa NPC.

If you are not satisfied with the outcome of the insurer's or our internal dispute resolution processes, or if the feedback provided to you is not in your favour, then you may submit a complaint to the National Financial Ombud Scheme at:

- **JHB Physical Address:** 110 Oxford Road, Houghton Estate, Illovo, Johannesburg, 2198
- **CPT Physical Address:** Claremont Central Building, 6th Floor, 6 Vineyard Road, Claremont, 7708
- **Email:** info@nfosa.co.za
- **Tel:** 086 080 0900
- **Website:** www.nfosa.co.za

Terms used in the complaints management framework

1. **"client query"** means a request to the provider or the provider's service supplier by or on behalf of a client, for information regarding the provider's financial products, financial services, or related processes, or to carry out a transaction or action in relation to any such product or service.
2. **"complainant"** means a person who submits a complaint and includes a
 - (a) client;
 - (b) person nominated as the person in respect of whom a product supplier should meet financial product benefits or that persons' successor in title;
 - (c) person whose life is insured under a financial product that is an insurance policy;
 - (d) person that pays a premium or an investment amount in respect of a financial product;
 - (e) member;

- (f) person whose dissatisfaction relates to the approach, solicitation marketing or advertising material or an advertisement in respect of a financial product, financial service, or related service of the provider, who has a direct interest in the agreement, financial product, or financial service to which the complaint relates, or a person acting on behalf of a person referred to in (a) to (f).
3. **"complaint"** means an expression of dissatisfaction by a person to a provider or, to the knowledge of the provider, to the provider's service supplier relating to a financial product or financial service provided or offered by that provider which indicates or alleges, regardless of whether such an expression of dissatisfaction is submitted together with or in relation to a client query, that:
 - (a) the provider or its service supplier has contravened or failed to comply with an agreement, a law, a rule, or a code of conduct which is binding on the provider or to which it subscribes;
 - (b) the provider or its service supplier's maladministration or wilful or negligent action or failure to act, has caused the person harm, prejudice, distress, or substantial inconvenience; or
 - (c) the provider or its service supplier has treated the person unfairly.
 4. **"compensation payment"** means a payment, whether in monetary form or in the form of a benefit or service, by or on behalf of a provider to a complainant to compensate the complainant for a proven or estimated financial loss incurred, as a result of the provider's contravention, non-compliance, action, failure to act, or unfair treatment forming the basis of the complaint, where the provider accepts liability for having caused the loss concerned, but excludes any:
 - (a) goodwill payment;
 - (b) payment contractually due to the complainant in terms of the financial product or financial service concerned; or
 - (c) refund of an amount paid by or on behalf of the complainant to the provider where such payment was not contractually due and includes any interest on late payment of any amount referred to in (b) or (c).
 5. **"goodwill payment"** means a payment, whether in monetary form or in the form of a benefit or service, by or on behalf of a provider to a complainant as an expression of goodwill aimed at resolving a complaint, where the provider does not accept liability for any financial loss to the complainant as a result of the matter complained about.
 6. **"member"** in relation to a complainant means a member of a:
 - (a) pension fund as defined in section 1(1) of the Pension Funds Act, 1956 (Act 52 of 1956).
 - (b) friendly society as defined in section 1(1) of the Friendly Societies Act, 1956 (Act 25 of 1956).
 - (c) medical scheme as defined in section 1(1) of the Medical Schemes Act, 1998 (Act 131 of 1998). or
 - (d) group scheme as contemplated in the Policyholder Protection Rules made under section 62 of the Long-term Insurance Act, 1998, and section 55 of the Short-term Insurance Act, 1998.
 7. **"rejected"** in relation to a complaint means that a complaint has not been upheld and the provider regards the complaint as finalised after advising the complainant that it does not intend to take any further action to resolve the complaint and includes complaints regarded by the provider as unjustified or invalid, or where the complainant does not accept or respond to the provider's proposals to resolve the complaint
 8. **"reportable complaint"** means any complaint other than a complaint that has been
 - (a) upheld immediately by the person who initially received the complaint;
 - (b) upheld within the provider's ordinary processes for handling client queries in relation to the type of financial product or financial service complained about, provided that such process does not take more than five business days from the date the complaint is received; or
 - (c) submitted to or brought to the attention of the provider in such a manner that the provider does not have a reasonable opportunity to record such details of the complaint as may be prescribed in relation to reportable complaints.
 9. **"upheld"** means that a complaint has been finalised wholly or partially in favour of the complainant and that:
 - (a) the complainant has explicitly accepted that the matter is fully resolved; or
 - (b) it is reasonable for the provider to assume that the complainant has so accepted; and
 - (c) all undertakings made by the provider to resolve the complaint have been met or the complainant has explicitly indicated its satisfaction with any arrangements to ensure such undertakings will be met by the provider within a time acceptable to the complainant.