

THE FINANCIAL SERVICES TRIBUNAL

CASE NO.: FSP7/2021

In the matter between:

SE MOKOENA

Applicant

and

LIBERTY GROUP LIMITED

Respondent

Application for the reconsideration of a debarment in terms of the Financial Advisory and Intermediary services Act 37 of 2002 (the FAIS Act)

DECISION

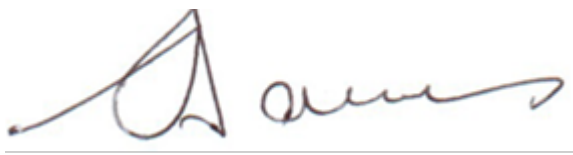
1. The applicant was employed as a financial service representative by the respondent, the Liberty Group Limited, which is a financial services provider. The applicant was debarred by the respondent and applies for the reconsideration of the debarment. The debarment took place in terms of section 14 of the FAIS Act.
2. The application for reconsideration is under section 230 all the Financial Sector Regulation Act 9 of 2017.
3. The parties waived their right to a formal hearing and the matter is to be decided on the papers filed.
4. The debarment was registered on 22 January 2021, and the application for upliftment was filed on 1 February 2021.

5. The main reasons for her debarment were that it was found that the applicant had initiated policies without the client's knowledge or consent and that she had done so by using an incorrect cell phone number and a work number that does not belong to the client, an incorrect residential address that does not belong to the client, and by forging the client signature on the relevant application documents.
6. It was also found that the applicant had fraudulently used the client's personal information and that she was dishonest in the disclosure letter, financial needs analysis, and record of advice by claiming to have done them with the client and finding a need for the investment and funeral plan and that she therefore acted dishonestly and with a lack of integrity.
7. The applicant's main complaint is that she was not given the opportunity to state her side of the case before the respondent repaid the complainant premiums or before the investigation had been completed. The applicant deduces from this that she had been found guilty before the inquiry was held. She is wrong. Repaying a complaining client is one matter.
8. Whether the applicant was guilty as charged was another matter which was investigated long after the event and after the applicant had been formally informed of the complaint, given all the evidence against her, and given the opportunity to file a statement, which she did.
9. There is nothing on the record to indicate that the adjudicator relied on the fact that the respondent had repaid the client the premiums. To the contrary, the adjudication was based on the client's complaint, a comparison between the client's signature and the signature on the forms, and the other surrounding circumstances which corroborated the complainant's allegations.
10. The applicant has a valid complaint about a remark by the Adjudicator that she had on a previous occasion been accused of "starting a policy without the client's consent". That fact was (even if it were true) was irrelevant to her debarment proceedings and could

have vitiated the proceedings. However, it did not influence the conclusion of the adjudicator in respect of the charge the applicant was facing.

11. The application is dismissed.

Signed on behalf of the Tribunal on 13 April 2021.

A handwritten signature in dark ink, appearing to read "LTC Harms", enclosed within a thin black rectangular border. The signature is written in a cursive style with a large initial 'L'.

LTC Harms (deputy chair)