



Case No: FSP102/2025

In a matter between:

MICHAEL LAWRENCE ANDREW

APPLICANT

and

LIBERTY GROUP LIMITED

FIRST RESPONDENT

CANDACE DICK

SECOND RESPONDENT

TRIBUNAL PANEL: C Woodrow SC, PR Long & K.D Magano

Date of Decision: 28 May 2026

Summary: *Application for reconsideration in terms of section 230 of the Financial Sector Regulation Act 9 of 2017 — debarment under section 14 of the Financial Advisory and Intermediary Services Act 37 of 2002 — allegations of forgery — conflicting handwriting expert evidence — no oral evidence led during inquiry proceedings — Tribunal exercising caution in making definitive findings on fraud in reconsideration proceedings — whether debarment sustainable independently of disputed forgery allegations — representative and Key Individual receiving substantial*

undisclosed personal payments from client and nominated as beneficiary under client's policies — failure to disclose material conflicts of interest through prescribed compliance structures — misrepresentation in failing to disclose — application of clause 3A of the General Code of Conduct and fit and proper requirements relating to honesty and integrity — debarment protective and regulatory in nature — reconsideration application dismissed.

DECISION

INTRODUCTION

1. This matter comes before this Tribunal as an application for reconsideration under section 230 of the Financial Sector Regulation Act 9 of 2017 (“the FSR Act”). The applicant seeks to challenge his debarment from rendering financial services.
2. The debarment followed an inquiry initiated by the first respondent, Liberty Group Limited (“Liberty”). The said inquiry concerned allegations of gross dishonesty and breach of contract arising from the applicant’s conduct as the financial adviser on record for one of Liberty’s deceased clients (“the deceased”).
3. The applicant disputes both the procedure adopted and the substantive findings reached. He contends that the inquiry was procedurally unfair, that material evidence was disregarded, and that the adjudicator was not impartial. Liberty opposes the application and maintains that the debarment was justified.
4. The Tribunal is required to determine whether there are any grounds to interfere with Liberty’s decision to debar the applicant.

FACTUAL BACKGROUND AND COMPETING CONTENTIONS

5. The dispute arises from concerns raised by Liberty regarding transactions and policy documentation linked to one of Liberty's deceased clients ("the deceased"). Liberty alleged that the applicant was nominated as a beneficiary under a Liberty policy held by the deceased with an approximate value of R1.5 million. Central to the dispute was Liberty's allegation that the signature of the deceased on the beneficiary nomination form was forged. Liberty further contends that the applicant's nomination as beneficiary under a policy administered by him on behalf of a client gave rise, in itself, to a material conflict of interest which required disclosure in terms of the applicable regulatory framework and Liberty's internal governance policies. In this regard, Liberty alleged that the applicant failed to disclose his nomination as beneficiary.
6. Liberty further alleges that the applicant received two cash payments of R100,000 each from the deceased in 2023 and 2024, without disclosing the payments in accordance with Liberty's internal policies and the applicable regulatory framework. Liberty contends that the failure to disclose those payments constitutes a material conflict-of-interest concern and was inconsistent with the standards of honesty, transparency, and integrity expected of a financial adviser. It was against that background that Liberty initiated corrective action proceedings against the applicant.
7. At all material times, the applicant rendered financial services under an agreement concluded with Liberty. In terms of that relationship, the applicant acted as a financial adviser and key individual within Liberty's regulatory and operational framework and

was accordingly required to comply with the obligations imposed by the Financial Advisory and Intermediary Services Act 37 of 2002 (“FAIS Act”), the General Code of Conduct, and Liberty’s internal policies and procedures.

8. Following Liberty’s investigation, a formal inquiry was convened in terms of Liberty’s internal disciplinary and regulatory processes. At the inquiry, Liberty relied on expert handwriting evidence prepared by ReBel Documents (“ReBel Report”). The essence of that evidence was that the signature on the form nominating the applicant as a beneficiary was forged. Consequently, in accordance with the ReBel Report, the deceased should be excluded as the author of the signatures appearing on the disputed beneficiary nomination and related policy documentation.
9. In addition to the forgery allegations, the inquiry also addressed the applicant’s undisclosed conflicts of interest, arising from his simultaneous role as financial adviser, nominated beneficiary, and recipient of substantial personal payments from the deceased. Liberty treated those conflicts as serious misconduct directly compromising the applicant’s honesty, transparency, and compliance with the fit and proper requirements under the FAIS framework. Further, Liberty alleged intentional misrepresentations, that the Liberty annual Honesty and Integrity declaration requires disclosure, and that the applicant had not declared the two cash payments.
10. The issues before the inquiry were accordingly the authenticity of the deceased client’s signatures on the relevant documents, together with the related concerns regarding conflicts of interest arising from the undisclosed payments received by the applicant from the deceased, and the alleged misrepresentations.

11. The applicant disputes Liberty's allegations and denies that the signatures were forged. In support of his defence, he produced his own handwriting expert, Cecil Greenfield ("Greenfield Report"), whose opinion was that the signatures were authentic and had not been forged. The inquiry therefore proceeded against the backdrop of conflicting expert opinions regarding the authenticity of the signatures.
12. Notwithstanding the competing expert evidence, no oral evidence was led before the adjudicator. Neither the handwriting experts nor the factual witnesses testified, and the adjudicator was therefore required to determine the dispute solely on the basis of the documentary record, the expert reports, and the parties' written representations. Against that backdrop, the adjudicator accepted the conclusions reached in the ReBel report and rejected the evidence advanced on behalf of the applicant. The adjudicator concluded that the disputed signatures were not authentic and that the beneficiary nomination documentation had been forged. The ruling further attributed responsibility for the forged documentation to the applicant and found that his conduct demonstrated dishonesty and a lack of integrity incompatible with the standards required of a financial adviser operating within the FAIS regulatory framework.
13. The adjudicator further considered the applicant's conduct against the provisions of the General Code of Conduct governing conflicts of interest and the receipt of financial interests by financial advisers and key individuals. In that regard, reliance was placed on section 3(1)(b) of the General Code of Conduct, which requires a provider or representative to avoid conflicts of interest between the provider or representative and a client, or, where avoidance is not possible, appropriately to

mitigate such conflicts. Reliance was also placed on section 3A(1)(a) of the General Code, which circumscribes the categories of financial interests that may lawfully be received by a provider or representative from a third party.

14. Against that regulatory framework, the adjudicator found that the applicant, who at the relevant time acted as a Key Individual under the FAIS Act, was fully aware of the obligations imposed upon him by the statutory and regulatory scheme governing financial advisers. Particular emphasis was placed on the applicant having passed the requisite regulatory examinations for financial advisers and key individuals, and that the applicant could therefore not plausibly claim ignorance of the applicable standards governing conflicts of interest and the receipt of financial benefits from clients.
15. The adjudicator further found that the applicant had received two cash payments of R100,000 each from the deceased during 2023 and 2024, respectively. Those payments were regarded as substantial financial interests which were neither disclosed nor permissible under section 3A of the General Code of Conduct. The adjudicator concluded that the payments had been accepted in circumstances that were inconsistent with the applicant's obligations as a financial adviser and Key Individual and that such conduct constitutes a serious breach of the standards of honesty, integrity and professional conduct expected within the financial services industry. Further, that the Liberty annual Honesty and Integrity Declaration contains specific questions regarding gifts and conflict of interest – and neither of the cash payments were disclosed as such.

16. Aggrieved by the outcome of the inquiry and the consequent decision to debar him, the applicant thereafter lodged the present application for reconsideration in terms of section 230 of the FSR Act. In support of the reconsideration application, the applicant's grounds for reconsideration are directed principally at the findings of dishonesty and lack of integrity that culminated in his debarment. Part of his case, properly understood, is that the adjudicator erred in her assessment of the expert evidence. He argues that the handwriting analysis tendered on his behalf was rejected without reason, while the conclusions of the ReBel report were preferred without a proper evidential foundation. He submits that the adjudicator accepted Liberty's expert opinion in the face of directly conflicting reports on the authenticity of the disputed signatures, and in circumstances where no oral evidence was led to resolve that dispute. He maintained that the disputed signature was authentic.
17. The applicant also disputes the inference of impropriety arising from the payments made to him by the deceased client. His explanation is that the payments were voluntarily made by the deceased in the context of their personal relationship and were not unlawful, improper, or indicative of dishonesty. He accordingly contends that the failure to disclose those payments did not justify the conclusion that he lacked honesty and integrity.
18. At the hearing of this matter, the applicant applied to place supplementary evidence before the Tribunal in the form of *inter alia* a second Greenfield report. Liberty did not oppose the application to admit the supplementary expert and further evidence, and such evidence was admitted.

19. The supplementary report was based on original signature specimens of the deceased client, which, according to the applicant, were not available at the time the initial expert reports were prepared during the inquiry proceedings. Relying on those original signature samples, the Greenfield report reaffirmed its initial findings that the disputed signature was authentic and that there was no indication that the beneficiary nomination documentation had been forged.
20. The applicant contends that the supplementary report materially strengthens his challenge to the findings reached during the inquiry, particularly in circumstances where the adjudicator preferred the conclusions of ReBel Documents notwithstanding the existence of conflicting expert evidence and in the absence of oral testimony from the respective experts.
21. In relation to the alleged conflict of interest, the applicant does not dispute that he received two payments of R100 000 each from the deceased client during 2023 and 2024, nor that those payments were not reflected in his Honesty and Integrity declarations submitted to the first respondent. His case is that the payments were voluntarily made in the context of a longstanding personal friendship and were neither improper nor unlawfully obtained. He also concedes that his nomination as a beneficiary of R1.5 million from the deceased was not reflected in his Honesty and Integrity declarations.
22. Regarding the email address created by the applicant on behalf of the deceased for purposes of the policies, the applicant explained that he created the email address listed in the policy documentation because Liberty required an email address for all

new business applications. According to the applicant, the deceased client was not technologically savvy and did not meaningfully utilise email communication. The applicant's version is that he assisted the deceased by creating an email address for administrative and compliance purposes related to the policy application process. The applicant had access to this email address but claims that he never accessed it and could not remember the password.

23. Liberty also relied on the fact that certain policy and reinvestment documentation reflected the client's residential address rather than the postal address used by the deceased in the ordinary course. This was regarded by Liberty as one of the features that support its concerns regarding the authenticity and processing of the documentation.
24. The applicant, however, explained that the use of the residential address arose from compliance and administrative requirements associated with the Financial Intelligence Centre Act 38 of 2001 ("FICA") and Liberty's internal verification procedures. According to the applicant, although the client ordinarily preferred to use a postal address for correspondence, recording a residential address on the relevant documentation was necessary for identity verification and regulatory compliance. The applicant accordingly denies that the inclusion of the residential address constitutes evidence of irregular conduct or impropriety.
25. Against that background, the applicant disputes Liberty's inference that the creation of the email address and the use of the residential address were suspicious or indicative of fraudulent conduct. He maintains that the beneficiary nomination and

related policy documentation were processed openly through Liberty's systems and that correspondence confirming the beneficiary nomination was generated and sent to the client.

26. The applicant further maintains that the deceased client intentionally nominated him as beneficiary under the relevant policy and that the nomination was not concealed from Liberty. He contends that, during June 2023, he approached management to enquire whether it was permissible for a financial adviser to be nominated as beneficiary on a client's policy, provided the documentation was in order. According to him, this enquiry was prompted by concern regarding the nomination and a desire for clarity.
27. Liberty's evidence was that management had no recollection of being informed that the applicant had been nominated as a beneficiary in an amount of R1.5 million, nor that he had received the cash payments. According to Liberty, both the nomination and the payments are undisclosed conflicts of interest and were inconsistent with the applicant's obligations under FAIS, the General Code of Conduct, and its internal honesty and integrity policies.
28. The applicant nevertheless contends that he voluntarily disclosed the payments during the forensic investigation and disputes any suggestion of deliberate concealment. He further maintains that the beneficiary nomination was processed openly through Liberty and that confirmation letters reflecting the change were sent to the deceased's nominated address during March 2023. He contends that both

the client and Liberty were therefore aware of the beneficiary nomination thus negating any alleged forgery or impropriety.

29. Liberty opposes the application for reconsideration on the basis that the applicant's conduct demonstrates dishonesty, deliberate circumvention of internal controls, and conduct incompatible with the standards of honesty and integrity required under the FAIS framework.
30. Liberty also contends that the applicant occupied a position of trust and authority within Investpro and Liberty, acting not only as a representative but also as a Key Individual, manager, and director. Against that background, Liberty submits that the applicant was fully aware of his regulatory obligations, including his duties relating to conflicts of interest, disclosure, and the requirement to act honestly and fairly when rendering financial services.
31. It was argued on behalf of Liberty that the applicant deliberately bypassed Investpro's established administrative processes by submitting the beneficiary nomination directly to Liberty's head office. The established administrative process exists, *inter alia*, to scrutinise client information as well as policy changes before they are submitted to the head office. Liberty contends that the applicant elected not to subject the beneficiary nomination to this process and in doing so avoided any scrutiny of the policy change.
32. Liberty relied on the ReBel report. According to Liberty, the analysis excluded the deceased client as the author of the signatures appearing on both the beneficiary nomination form and the application documentation. It contended that the

adjudicator correctly accepted those findings and concluded, on a balance of probabilities, that the disputed signatures had been forged.

33. In opposing the applicant's reliance on the evidence of the Greenfield report, Liberty argues that the conclusions in the report were expressed in qualified terms and amounted only to a view that the signatures were "probably" those of the same author. According to Liberty, this opinion was materially weaker and less conclusive than the findings reached by ReBel Documents.
34. Liberty relies on the applicant's admission that he created the email address listed in the deceased client's policy documentation. According to Liberty the confirmation of the change of beneficiary would have been sent to the deceased's email address since Liberty no longer transmits correspondence to a client's postal or residential address. The creation of the email account by the applicant on behalf of the deceased necessarily meant that he was in possession of, or at the very least had access to, the login credentials associated with the deceased's email account. Liberty accordingly contends that the arrangement placed the applicant in a position to access, receive, or control communication transmitted by Liberty to the client, including the policy and the beneficiary nomination.
35. In relation to the conflict-of-interest allegations, including dishonesty, Liberty relies on the applicant's receipt of two payments of R100,000 each, together with a further amount of R10,000. The applicant, as Key Individual, is required to complete an Honesty and Integrity Declaration form annually wherein the applicant is required, in reference to 'Good Standing', to expressly record whether he declared to his

manager ‘*any gifts, monetary or otherwise, given or received.*’ In each declaration, spanning the relevant period being 2022 to 2024, the applicant recorded that he made the required disclosure to his manager. The applicant was not honest in his declaration. Liberty contends that the payments were disclosed as required. Only after the investigation had commenced and incrementally were such payments disclosed. It further relies on the applicant’s own admissions that he “should have” declared the payments.

36. Finally, Liberty contends that the applicant’s conduct was not isolated or impulsive but reflected deliberate and repeated conduct directed at securing a personal financial benefit from a vulnerable elderly person.
37. Liberty contends that the debarment process was procedurally fair, the adjudicator’s findings were justified on the evidence, and there exists no basis upon which the Tribunal should interfere with the decision to debar the applicant.

RELEVANT STATUTORY PROVISIONS

38. Section 14(1)(a) of the FAIS Act provides that an authorised service provider must debar a person from rendering financial services who is or was, as the case may be— (i) a representative of the financial services provider; or (ii) a key individual of such representative, if the financial services provider is satisfied on the basis of available facts and information that the person- (iii) does not meet, or no longer complies with, the requirements referred to in section 13(2)(a); or has contravened or failed to comply with any provision of this Act in a material manner.

39. Section 13(2)(a) provides that an authorised financial services provider must – (a) at all times be satisfied that the provider’s representatives, and key individuals of such representatives, are, when rendering a financial service on behalf of the provider, competent to act, and comply with – (i) the fit and proper requirement; and (ii) any other requirements contemplated in subsection (1)(b)(ii).

40. Section 16 of the FAIS Act deals with “Principles of Code of Conduct”. Section 16(1)(d) states that: (our underlining)

(1) *A code of conduct must be drafted in such a manner as to ensure that the clients being rendered financial services will be able to make informed decisions, that their reasonable financial needs regarding financial products will be appropriately and suitably satisfied and that for those purposes authorised financial services providers, and their representatives, are obliged by the provisions of such code to -*

....

(d) *act with circumspection and treat clients fairly in a situation of conflicting interests;*

...

41. The regulatory framework governing financial service providers places strict limits on the financial interests that representatives may receive from third parties. Clause 3A of the General Code of Conduct for Authorised Financial Services Providers and Representatives (“the General Code of Conduct”), in compliance with section 16(1)(d) of the FAIS Act, permits only certain defined categories of financial interests, including authorised commission and properly disclosed fees for agreed

financial services. Clause 3(1)(b) further requires that a provider and a representative must avoid, and where this is not possible, mitigate any conflict of interest between the provider and a client or between the representative and a client.

42. Moreover, Board Notice 194 of 2017 determines the fit and proper requirements for financial service providers (“FSP’s”). Accordingly, section 7 of the Board Notice states that the fit and proper requirements relating to honesty, integrity and good standing (contained in Chapter 2 of the Board Notice) apply to all FSPs, key individuals and representatives. In terms of section 7(2), a reference in Chapter 2 to the Registrar must be read as including a reference to an FSP.
43. In turn, section 8(1) of the Board Notice states that a person referred to in section 7(1) must be a person who is honest and has integrity and must be of good standing.
44. Section 9 of the Board Notice lists incidents which indicate that a person is not honest or lacks integrity and good standing. These include incidents where the person:
 - (a) ...
 - (e) *has been removed from an office of trust for theft, fraud, forgery, uttering a forged document, misrepresentation, dishonesty, breach of fiduciary duty or business conduct;*
 - (f) ...
 - (k) *has knowingly been untruthful or provided false or misleading information to, or been uncooperative in any dealings with, the Registrar or a regulatory authority;*
 - (l) ...
 - (o) *has failed to disclose information required to be disclosed in terms of the Act, including a failure to disclose information in accordance with section 10.*

45. Section 10 of the Board Notice provides as follows: (our emphasis)

Disclosure of information relating to honesty, integrity and good standing

10. *An FSP and key individual must disclose to the Registrar, and a representative must disclose to its FSP, promptly and **on own initiative**, fully and accurately, all information, not limited to information in relation to matters referred to in section 9, which **may** be relevant in determining whether that person complies or continues to comply with the requirements relating to honesty, integrity and good standing.*

46. The purpose of these provisions is clear. They are intended to protect the independence and objectivity of financial advisors and to prevent personal financial interests from influencing, or appearing to influence, the manner in which advisers deal with clients. For that reason, the framework requires openness, proper disclosure, and compliance oversight whenever such interests arise.

ANALYSIS AND FINDINGS

47. Allegations of forgery directed at a financial adviser strike at the very core of the honesty and integrity requirements underpinning the FAIS framework.

48. Equally, the proper disclosure and management of conflicts of interest lie at the heart of the fiduciary obligations imposed upon representatives and key individuals operating within the financial services industry.

49. Honesty and integrity are essential attributes in a representative and key individual.

50. It is against that regulatory background that Liberty initiated corrective action proceedings against the applicant. Liberty alleged not only that the applicant had procured beneficiary nominations through forged documentation, but also that he had failed to disclose substantial personal financial interests arising from his relationship with the client whose policies and investments he administered.

51. The forgery allegations served before the adjudicator. However, no oral evidence was led, and the competing handwriting expert opinions were never subjected to cross-examination. The dispute concerning authenticity therefore rests on mutually destructive expert evidence contained in written reports. In our view, the adjudicator could not make the findings that were made regarding forgery in the circumstances of the inquiry and in the absence of oral evidence.

52. This, however, is not the end of the matter. the sustainability of the debarment decision does not depend exclusively upon a finding of forgery. Even if the dispute concerning the authenticity of the signatures were left unresolved, or resolved in favour of the applicant, there remain facts that bear directly upon his fitness and propriety under the FAIS framework. These facts include his acceptance of personal payments from a client whose investments he administered, his nomination and acceptance of nomination as beneficiary under the deceased's policies, and his failure to disclose these arrangements through Liberty's prescribed compliance structures.

53. Properly considered, these issues are not peripheral. They implicate the regulatory duties imposed upon representatives and Key Individuals under the FAIS framework, including duties of honesty, transparency, independence, and the disclosure and management of conflicts of interest. It is to those issues that the Tribunal now turns.
54. From what has been stated above, the facts disclose a conflict between the applicant's personal financial interests and the fiduciary obligations arising from the adviser-client relationship. That conflict was neither disclosed nor subjected to the compliance oversight required under the FAIS framework, notwithstanding the applicant's position as a representative and Key Individual.
55. The relationship between a financial adviser and a client is fiduciary in nature. Clients are entitled to expect that advice concerning their investments and financial affairs will be rendered independently, objectively, and with undivided loyalty to their interests. Where a representative acquires a personal financial interest in the affairs of a client whose investments he administers, the obligations relating to disclosure, transparency, and the proper management of conflicts of interest are immediately engaged. It is for that reason that the FAIS framework insists upon openness, disclosure, and proper compliance oversight whenever such interests arise.
56. The applicant's conduct fell materially short of those standards. On his own version, he accepted nomination as beneficiary under policies belonging to a person who

remained his client. At the same time, he accepted substantial personal payments from that client. Although the applicant contends that the payments were eventually disclosed, it is common cause that the beneficiary nomination itself was never disclosed through Liberty's prescribed compliance structures. More importantly, in his annual honesty and integrity declarations, the applicant made positive representations that he had not received any gifts, benefits, or interests capable of giving rise to a conflict of interest.

57. Based on the documentary evidence before us, together with the applicant's own concessions, it is clear that the representations he made in his annual honesty and integrity declarations were false and misleading. That conduct fell materially short of the standards of honesty, integrity, and transparency expected of a representative and Key Individual operating within the FAIS framework.

58. The evidence also shows that the applicant understood that the beneficiary nomination created a conflict of interest, which required disclosure. We say this because in an email to one of his colleagues, he stated that the nomination "bothered" him, to the extent that he raised the issue with members of management to enquire whether the arrangement ought to have been disclosed. He later accepted that Liberty was correct to regard his arrangements with the deceased as constituting a conflict of interest which "should have" been disclosed. Notwithstanding that appreciation, he neither avoided the conflict of interest nor

disclosed it in the manner required under the statutory and regulatory framework referred to above.

59. The applicant's position as a Key Individual renders the matter more serious. A Key Individual is entrusted not only with rendering financial services but also with ensuring compliance and regulatory integrity within the financial services environment. Such a person is expected to understand the nature of conflicts of interest, appreciate the importance of disclosure, and act with transparency where personal financial interests arise. Therefore, the applicant cannot plausibly contend that he lacked appreciation of the regulatory significance of receiving substantial undisclosed personal benefits from a client whose policies and investments remained under his administration.
60. In our view, Liberty was entitled, on the available facts and information before it, to conclude that the applicant no longer satisfied the fit and proper requirements governing honesty, integrity, and good standing. The applicant has not made out a case for setting aside the decision to debar the applicant.

CONCLUSION

27. We are accordingly satisfied that the applicant no longer satisfies the fit and proper requirements contemplated in section 13 of the FAIS Act, read together with the General Code of Conduct and the Board Notice, and that Liberty was consequently obliged to debar the applicant in terms of section 14(1)(a) of the FAIS Act.

ORDER:

28. As a result, the following order is made:

36.1. The application for reconsideration is dismissed.

Signed on behalf of the Tribunal panel.

 Sgd Adv KD Magano

KD MAGANO