Complaints Resolution Policy

OPES WEALTH (PTY) LTD
FSP 48330

(hereinafter referred to as the Financial Services Provider)

Date	: November 2025
Author	: Darren Robertson
Owner	: Opes Wealth (Pty) Ltd
Intended Audience	: All Clients of Opes Wealth

Overview	This is the official Complaints Resolution Manual implemented for ***Opes* Wealth (Pty) Ltd**	
Purpose	The Financial Advisory and Intermediary Services Act (FAIS Act) requires that a financial service provider (i.e. our brokerage) must maintain an internal complaints resolution system and procedure in the event that a customer complains about a financial service rendered by the financial services provider. Treating Customers Fairly (TCF) Outcome 6 provides that "*Customers do not face unreasonable post-sale barriers imposed by firms to change a product, switch providers, submit a claim or* ***lodge a complaint****".* This document not only provides a complaints procedure in conformance with legislative expectations but it also explains the procedure should you wish to complain about any of the financial services rendered by our brokerage, and sets out the process which our brokerage will follow in order to resolve the complaint.	
Objectives	• To deliver a **consistent, high-quality** and **accountable** response to complaints across **Opes Wealth (Pty) Ltd.** • To ensure that our complaints procedure is in line with the overall regulatory requirements and Treating Customer Fairly outcomes and industry 'best practices'.	
Services Covered	***Financial planning, Pre-retirement savings, Post-retirement savings, Voluntary Investments, Risk products (Life and short term), Medical Schemes, Gap Cover, Short Term Insurance.***	
Document Control	**Darren Robertson**	
Date	**November 2025**	
Author	Darren Robertson	
Complaints Manager	Name Telephone Number Department Email	Darren Robertson 082 378 2123 Key Individual darren@opeswealth.co.za

Definitions

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1. **"Complaint"** means an expression of dissatisfaction by a complainant, relating to a product or service provided or offered by the financial services provider, or to an agreement with the financial services provider in respect of its products or services and indicating that -
   a) the financial services provider or its service provider has contravened or failed to comply with an agreement, a law, a rule, or a code of conduct which is binding on the financial services provider or to which it subscribes;
   b) the financial services provider or its service providers' maladministration or wilful or negligent action or failure to act, has caused the complainant harm, prejudice, distress or substantial inconvenience; or
   c) the financial services provider or its service provider has treated the complainant unfairly.

   and regardless of whether such an expression of dissatisfaction is submitted together with or in relation to a customer query.

2. **"Complainant"** means a person who has submitted a specific complaint to the financial services provider or its service provider and who –
   a) is a customer or prospective customer of the financial services provider concerned and has
   b) a direct interest in the agreement, product or service to which the complaint relates; or
   c) has submitted the complaint on behalf of a person mentioned in (a)

   provided that a prospective customer will only be regarded as a complainant to the extent that the complaint relates to the prospective customer's dissatisfaction in relation to the application, approach, solicitation or advertising or marketing material contemplated in the definition of "prospective customer".

3. **"Customer"** of a financial services provider means any user, former user or beneficiary of one or more of the financial products or services provided by the financial services provider, and their successors in title.

4. **"Customer Query"** means a request to the financial services provider by or on behalf of a customer or prospective customer, for information regarding the financial products, services or related processes, or to carry out a transaction or action in relation to any such product or service.

5. **"FAIS"** means the Financial Advisory and Intermediary Services Act No. 37 of 2002 (as amended) which was designed to protect customers of financial services providers; regulate the selling and advice-giving activities of FSPs; ensure that the consumers are provided with adequate information about the financial products they use and about the people and institutions who sell these financial products and establish a properly regulated financial services profession.

6. **"FAIS Ombud"** the FAIS Ombud deals with complaints submitted to the Office by a specific customer against a financial services provider.

7. **"Financial Services Provider"** means **Opes Wealth** with FSP No **48330** and place of business **5 Derby Road, Kenilworth, Cape Town, 7708.**

8. **"Prospective customer"** of a financial services provider means a person who has applied to or otherwise approached the financial services provider in relation to becoming a customer of the financial services provider, or a person who has been solicited by the financial services provider to become a customer or has received marketing or advertising material in relation to the financial institution's products or services.

9. **"Routine Complaints"** is where a customer submits an expression of dissatisfaction together with a customer query or relating to a customer query and which further can be resolved internally within a period of 15 days. Routine complaints are therefore customer queries which have been escalated by the customer previously but now the customer has become dissatisfied with the process being followed to resolve the customer query.

10. **"Serious Complaints"** are complaints that contravene regulatory requirements and are likely or may already have caused a customer to suffer financial prejudice.

11. **"Service provider"** means another person with whom the financial services provider to whose products or services the complaint relates has an arrangement in relation to the marketing, distribution, administration or provision of such products or services, regardless of whether or not such other person is the agent of the financial services provider.

12. **"Resolved"** in relation to a complaint means that the **complaint has been finalised** in such a manner that the complainant has explicitly accepted that the matter is fully resolved or that it is reasonable for the financial services provider to assume that the complainant has so accepted. A complaint should only be regarded as resolved once any and all undertakings made by the financial services provider to resolve the complaint have been met.

13. **"TCF"** Treating Customers Fairly is an outcomes based regulatory and supervisory approach designed to ensure that specific, clearly articulated fairness outcomes for financial services customers are delivered by regulated financial service providers (FSPs). FSPs are expected to demonstrate that they deliver the required 6 TCF Outcomes to their customers throughout the product life cycle, from product design and promotion, through advice and servicing, to complaints and claims handling – and throughout the product value chain.

Process Overview

The following key steps must be followed for all customer complaints received by the staff of **Opes Wealth.**



The requirement for each step is detailed below.

Process

1. How to lodge a Complaint

1.1. If you as a customer or prospective customer have a complaint against our brokerage, it must be submitted to us in **writing**. It can be submitted either by hand, post, fax or email at the contact details that appear in this document.
1.2. You should provide sufficient detail of the complaint including policy number or investment number details.
1.3. We will keep a record of the complaint, and maintain such record for 5 years as required by legislation.

2. Who will handle your Complaint?

2.1. Once your complaint has been received it will be allocated to and dealt with by adequately trained staff.
2.2. The person responsible for your complaint will furnish you with his/her contact details and the reference number of your complaint (if applicable).
2.3. The **Complaints Manager/Key Individual, Darren Robertson,** will have oversight over the complaints allocated to various personnel and you may direct any queries to the **Complaints Manager/Key Individual/Other** whose details are recorded in this document.

3. Receive and Classify

3.1. We will ensure that all potential issues are captured and classified for escalation, review and action as required.
3.2. Any complaint, issue or negative customer interaction must be reduced to writing and must be logged and classified for action.
3.3. A third party acting on behalf of a complainant must deliver a certified or original consent or power of attorney to act on behalf of a complainant. Should such third party fail to deliver a consent or power of attorney, no further dealings will be pursued with such third party until the proper authority is obtained. The complaint will however be taken up directly with the complainant on whose behalf the complaint is made.
3.4. All complaints must be formally logged using the following system:

In writing via postal mail or email.

3.5. Risk

All complaints will be prioritised as follows:

3.5.1 **Risk 1 – Routine complaints, potential low business impact. This requires a response to the customer within 15 working days.**

- Routine complaints have the potential of becoming serious or official complaints should they be disregarded or ignored by a financial services provider.
- The staff member logging the complaint should review the complaint and its priority with the **Complaints Manager/Key Individual** before proceeding to the next step.
- The **Complaints Manager/Key Individual** will decide on the appropriate person(s) to carry out subsequent steps, including the investigation.

3.5.2 **Risk 2 - Urgent, serious business impact. This requires a response to the customer within 5-10 working days.**

- Serious complaints are complaints logged on media platforms, received from legal advisors or immediately evidence contravention of legislation requirements such as failure to conduct a proper needs analysis.
- These complaints from the outset may cause reputational harm to a financial services provider and/or may cause financial loss to a customer.
- These complaints should ideally be handled by the **Complaints Manager/Key Individual** or suitable senior person delegated to the task by the **Complaints Manager/Key Individual**.
- Complaints from third parties and/or legal advisors will be responded to within 24 hours, acknowledging receipt of the complaint and further requesting authority to act on the complainants behalf such as a power of attorney or consent by the complainant to deal with the complaint on the complainant's behalf.
- No information will be divulged to a third party who does not have the proper authority to act on a complainant's behalf.

3.5.3 **Risk 3 – Urgent official complaints received from regulators e.g. FAIS Ombud. The regulator usually stipulates a response time of 30 days from receipt of the complaint.**

- Official complaints should be handled by the **Complaints Manager/Key Individual**.
- The investigation of the complaint may be delegated to a suitable senior person selected by the **Complaints Manager/Key Individual** and the required draft response and attachments may be collated by such senior person.
- The **Complaints Manager/Key Individual** will be ultimately responsible for compiling the response to the regulator.
- The response to the Regulator should be made within the stipulated turn-around time.

3.6. Categorisation

- Complaints will be categorised according to their nature, e.g. service, product related, features, performance, advice given, etc.
- These categories are then narrowed down to the impact on customers. The impact of the complaint is measured by further categorising it according to the following TCF Outcomes:

    - **TCF Outcome 2** – These are complaints relating to the **design of a product or service**. The categories which affect TCF outcome 2 would be product features and charges.

    - **TCF Outcome 3** – These complaints relate to unsuitable or inaccurate, misleading, confusing or unclear **information provided to a customer** throughout the life cycle of a product. This could vary from advice, product information, information provided in advertising or marketing material about a product or service rendered etc. These disclosures would include the conflict of interest disclosures required by the General Code of Conduct of FAIS (Code); Section 4 and 5 of the Code or any other disclosure requirements in terms of the Code or any other legislation.

- **TCF Outcome 4** – These are complaints which relate to the **advice given** to a customer by an advisor which was misleading, inappropriate and/or tainted with conflicts of interest which was not disclosed. Inappropriate advice given as a result of lack of knowledge, skill or experience on the part of the advisor of the product or service being rendered, would also be included here. The failure to conduct a needs analysis and to consider the customers financial position, goals or life stage would also amount to a contravention of suitable advice requirements and any complaint in association herewith would fall into this category.

- **TCF Outcome 5** – Complaints in this category pertain to **product performance and service related issues**. This would include complaints relating to a customer's disappointment with limitations in a product or service performance of which they were unaware as well as the inability of a product to meet a customer's expectations. Complaints related to a product supplier's exercise of a right to terminate a product or amend its terms, would also be included in this category.

- **TCF Outcome 6** – These complaints relate to **product accessibility, changes or switches, complaints** relating to complaints handling and complaints relating to claims would be categorised here.

- Other categories may be developed which are appropriate to this outcome and will be incorporated into the policy and attached complaint register.

4. Acknowledge

4.1. All complaints must be acknowledged within 24 hours of receipt.
4.2. Where an acknowledgement is made telephonically it will be followed up with a written response either by email.
4.3. A complaint reference number will be despatched to the complainant on acknowledgment of the complaint.
4.4. The details of the person allocated to the complaint will be despatched to the complainant within 48 hours from receipt.

5. Investigate

5.1. The investigation will be driven by analysing the root cause of the complaint to enable the complaint to be appropriately dealt with and to avoid, if possible, its reoccurrence.
5.2. This may require that both internal and external key facts are identified and clarified.
5.3. Should a complaint relate to product features or services handled solely by a product supplier, this matter will be escalated and appropriately dealt with in conjunction with the product supplier, ensuring that the matter is resolved to the satisfaction of the complainant.
5.4. All areas of interaction and communication will be documented and where appropriate, consent obtained from the complainant to ensure that no personal information is divulged or processed without the complainant's knowledge or consent.
5.5. During the investigation process the complainant will be kept appropriately updated of the progress of the investigation.

6. Resolve and Confirm

6.1. Ensure that the proposed resolution meets Treating Customer Fairly Outcomes, does not prejudice the financial services provider or complainant and does not involve any unnecessary legal or financial implications.
6.2. The proposed action will be documented and discussed and agreed upon with the Complaints Manager and/or affected Key Individual and Representative.
6.3. The signed off resolution will then be discussed and reviewed with the complainant to ensure fairness and clarity and to further ensure that the resolution deals with the root cause of the complaint.
6.4. The review should include recognition and documentation of any underlying issues that have contributed to the complaint and recommendations for actions to prevent further occurrence.

7. Respond to Customer

7.1. The details of the findings and proposed resolution should be clearly explained (in written or verbal form as appropriate) to the customer - within the agreed timescales.
7.2. Where a complaint cannot be addressed within **three weeks** by the financial services provider, a written acknowledgment of the complaint, with contact details of the FAIS Ombud, must be sent to the complainant.
7.3. If within **six weeks** of receipt of a complaint ***Opes Wealth (Pty) Ltd*** has been unable to resolve the complaint to the satisfaction of a complainant, the complainant may:

- refer the complaint to the Office of the FAIS Ombud if he/she wishes to pursue the matter; and
- the complainant MUST do so within **six months** of receipt of such notification.

8. Follow up and Review

8.1. Complaints will be diarised to ensure it remains within the appropriate turnaround times.
8.2. Should a complaint exceed the turnaround time due to unforeseen and reasonable circumstances, the complainant will be kept appropriately informed of the reasons for the delay and a speedy resolve will continuously be sought.
8.3. A complainant will be kept appropriately informed throughout the complaints process of the resolution being sought.
8.4. Upon resolution of the complaint another follow-up will be conducted to ascertain whether the customer was satisfied with the complaints handling process and the resolution sought and whether the resolution was proper and fair.
8.5. Any negative responses will be actioned in the **quarterly** review of complaints.

9. Quality Assurance and Close

9.1. The **Complaints Manager/Key Individual** will ensure that all employees of **Opes Wealth** have access to the complaints resolution manual.
9.2. Customers will be made aware of the complaints resolution manual and will have access to the manual upon request.
9.3. All complaints will be reviewed **quarterly** and will be used as TCF Management Information to improve overall TCF outcomes.
9.4. All complaints will be actioned with the aim of preventing re-occurrence, where feasible.

IMPORTANT CONTACT DETAILS

FAIS Ombud

Postal Address	FAIS Ombud P.O. Box 74571 Lynwood Ridge 0040
Telephone	012 7625000 / 012 4709080
Facsimile	0867641422 / 012 3483447
E-mail	info@faisombud.co.za
Website	www.faisombud.co.za

Long Term Insurance Ombudsman

Postal Address	The Ombudsman for Long Term Insurance Private Bag X 45 Claremont 7735
Telephone	021 6575000 / 0860103236
Facsimile	021 6740951
E-mail	info@ombud.co.za
Website	www.ombud.co.za

Short Term Insurance Ombudsman

Postal Address	The Ombudsman for Short Term Insurance P.O. Box 32334 Braamfontein 2017
Telephone	011 7268900
Facsimile	011 7265501
E-mail	info@osti.co.za
Website	www.osti.co.za

Pension Fund Adjudicator (PFA)

Postal Address	Pension Fund Adjudicator P.O. Box 580 Menlyn 0063
Telephone	012 3461738 / 012 7484000
Facsimile	0866937472
E-mail	enquiries@pfa.org.za
Website	www.pfa.org.za

Ombudsman for Banking Services / Banking Adjudicator

Postal Address	The Ombudsman for Banking Services P.O. Box 87056 Houghton 2041
Telephone	011 7121800 / 0860800900
Facsimile	011 483 3212
E-mail	info@obssa.co.za
Website	www.obssa.co.za