

It is the company policy to avoid, wherever possible, conflicts of interest which could result in client disadvantage or detriment but, where these may be unavoidable, to manage these properly and fairly.

1. Where comparable quotations are obtained we will not recommend products which earn higher rates of remuneration where to do so would be against the best interests of the client, with particular regard to the scope of cover provided, the service or the cost to the client. This will be monitored by increased file checks on business where the product offering a higher level of commission has been recommended.
2. We do not have any close links with insurers or with parent, subsidiary or associated companies or other organisations which provide services to policyholders. Where a client is referred to another service provider, the details of the referral will form part of the client records.
3. Where we offer any supplementary or add-on products, this will always be made clear as part of the sales in documentation issued to the client. The client will always have the option of not taking up the offer of supplementary or add-on products (except where it is an integral part of the policy) and the cost of any add-on will be clearly and separately explained, in relevant documentation. This will be monitored by the supervisor as part of ongoing supervision and client files will be specifically checked, where an add-on product has been sold, to ensure all documentation is clear, fair and not misleading.
4. Where we use a binding authority, placing facility, preferred insurer or selected panel, the arrangement will be regularly reviewed to ensure that the scope of cover, the security of the insurer and the premium rates are competitive.
5. Any fees charged by us will be fair and reasonable for the work undertaken and will only be payable as agreed with the client and as stated in our written terms of business (Initial Disclosure Document).
6. We do not accept any gifts to the detriment of our clients.
7. Individual members of staff do not receive incentives by personal payments related to business placement or production. Staff will not accept any gift, inducement or benefit in kind from any product provider or any other source without the express permission of senior management.
8. Where an unavoidable conflict of interest may exist, this will be properly disclosed to the client concerned in writing and their authority to proceed will be obtained before undertaking the transaction on their behalf.
9. All members of staff will be given access to this Conflicts of interest policy and are subject to its requirements. Any failure to comply with the policy could result in disciplinary measures being taken.
10. Senior management will hold conflict of interest meetings on a regular basis to review the business for any possible conflicts and to address any conflicts identified.
11. Where a client requests commission information, the relevant information is promptly disclosed to the client.
12. We may accept introductions from other firms acting as our Appointed Representatives (AR). In instigating and managing such relationships, every effort is made to identify and manage any potential conflicts of interest and any AR, and their staff, are subject to this Conflicts of interest policy.
13. If we are asked to undertake activities for two or more clients and the activities involve conflicting, rather than shared, interests (eg a disputed claim), the situation will be explained to the clients involved. Wherever possible, arrangements will be made to ensure that such requests are handled by separate personnel and overseen independently by the firm's senior management. However, where this is not possible, alternative arrangements will be made ensuring that we do not handle more than one of the conflicting interests.

14. Where we act on behalf of an insurer in negotiating and settling claims, we will inform clients that we will be acting on behalf of the insurer, not the client, in relation to such an arrangement. The client will be advised before their arrangements are concluded and again at the point of claim. Where we may receive payments from product providers based on the profitability of our account with them, this will be disclosed to the client where we believe it may conflict with our obligations to clients.
15. Unless under a legal obligation to do so, we will not share client information with people, either inside or outside of the firm, if doing so may harm the interests of our clients.
16. All senior personnel within the business will, at all times, support this policy and will not seek to influence any member of staff to behave in a manner which has the potential to create a conflict of interest.
17. The firm maintains a Conflicts of interest register on which we record actual and potential conflicts as these arise and the measures taken to address such conflicts.
18. Where appropriate, we may use training facilities and/or materials supplied by product providers to ensure that the staff have appropriate knowledge of the products the firm offers. Such facilities are not a factor in our selection of products.
19. We will not place increased volumes of business with specific product providers to encourage the reciprocal placement of insurance or reinsurance business through ourselves by the product provider, where this arrangement may cause client detriment.

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