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## Background and Purpose

In terms of the Financial Advisory and Intermediary Services Act, 2002, REAM is required to maintain and operate effective organizational and administrative arrangements with a view to taking all reasonable steps to identify, monitor and manage conflicts of interest. REAM has put in place a policy to safeguard its client's interests and ensure fair treatment of clients. The key information is summarised below. Detailed information can be obtained on request from the Key Individual who is responsible to monitor and manage conflicts of interest on behalf REAM.

This conflict of interest management policy is intended to protect our clients, promote transparency and assists us to deliver on our commitment and legal obligation to treat clients fairly.

## Scope

This policy applies to any current, prospective and past clients of REAM and must be adhered to by all staff members of REAM, regardless of status or position.

## Objectives

REAM is an authorised financial services provider (FSP), providing advice and intermediary services to its clients. Like any FSP we are potentially exposed to conflicts of interest in relation to various activities.

Our primary objective in relation to the management of conflicts of interest is to avoid conflicts where possible. Where this is not possible, we will mitigate and manage any conflicts that may arise between ourselves or any Representatives and our clients.

The protection of our clients' interests is essential and so our policy sets out how:

- we will identify circumstances which may give rise to actual or potential conflicts of interest entailing a material risk of damage to our client's interests;
- we have established appropriate structures and systems to manage those conflicts; and
- we will maintain systems in an effort to prevent damage to our client's interests through identified conflicts.

## Definitions

### Conflict of interest

Any situation in which a provider or a representative has an actual or potential interest that may, in rendering a financial service to a client, -

- a) Influence the objective performance of his, her or its obligations to that client;  
or
- b) Prevent a provider or representative from rendering an unbiased and fair financial services to that client, or from acting in the interests of that client

Including but not limited to-

- 1) A financial interest
- 2) An ownership interest
- 3) Any relationship with a third party

## Identifying and Managing Conflict of Interest

We may manage potential conflicts through avoidance, establishing confidentiality barriers or by providing appropriate disclosure of the conflict to affected clients.

- Avoidance, i.e., prevent them by physically removing the conflict situation;
- Mitigate, i.e., put controls in place to reduce the likelihood of a conflict arising;
- Disclosure, i.e., formal disclosure at the earliest reasonable opportunity, which is deemed to be when providing a client with the initial advice or quote. Our disclosures are clear and concise.

In determining whether there is or may be a conflict of interest we consider whether there is a material risk of damage to the client, taking into account whether any of our employees, Representatives, Key Individuals or shareholders:

- is likely to make a financial gain, or avoid a financial loss, at the expense of the client;
- has any ownership interest in another FSP, product supplier or other third party that would affect our Representatives' ability to render a fair and unbiased service to clients;
- has an interest in the outcome of a service provider to the client or of a transaction carried out on behalf of the client, which is distinct from the client's interest in that outcome;
- has a financial or other incentive to favour the interests of another client or group of clients over the interests of the client;
- receives or will receive from a person other than the client, an inducement in relation to a service provided to the client in the form of monies, goods or services, other than the standard commission or fee for that service.
- Any other relationship with another FSP, product supplier or third party that affects us or any of our Representatives' ability to render a fair and unbiased services in the interests of clients.

## Confidentiality Barriers

Our employees respect the confidentiality of client information and disclose or use it with circumspect.

Neither REAM nor our representatives or employees will disclose any personal or confidential information acquired or obtained from a client or a product supplier contrary to the provisions within the General Code of Conduct, and more recently, no processing of such information will take place contrary to the Protection of Personal Information Act 4 of 2013.

No confidential client information may be used by us or our employees for their own personal financial gain.

## Financial Interest

Financial interest includes any cash, cash equivalent, voucher, gift, service, advantage, benefit, discount, domestic or foreign travel, hospitality, accommodation, sponsorship, other incentive or valuable consideration.

Where we charge clients fees for our services or services to a third party we have ensured that:

- they are services not covered by commission;
- the fees are commensurate to the services provided;
- we disclose the amount, frequency, payment method and recipient of the fees as well as the services to be provided;
- the fees are agreed to by clients in writing;
- the fees can be stopped by the client at their discretion, in which case the client will be made aware of any potential caveats in cancelling of such fees and associated services.

Our employees will not accept any financial interest other than those considered normal in their line of business. Excessive financial interest from clients may result in a conflict of interest, which we are committed to avoiding.

Remuneration from third parties in relation to a service provided to clients is acceptable only if they are appropriately disclosed to clients and if it is either the payment of a normal fee or commission to continue the quality of our services to clients and does not impair our duty to act in the best interests of clients.

Our employees may accept other financial interest from third parties including other financial services providers and product suppliers where the aggregated value of the financial interest received does not exceed R 1,000.00 in any calendar year from the same third party.

REAM and our employees similarly ensure that we do not offer financial interest in excess of R 1,000.00 to any Representative of another financial services provider or product supplier in any calendar year. This aspect is closely monitored and a financial interest register is kept.

We do not offer any financial interest to its Representatives for:

- the quantity of business secured without giving due regard to the delivery of fair outcomes for clients; or
- for giving preference to a specific product supplier, where the representative may recommend more than one product supplier to a client; or
- for giving preference to a specific product of a product supplier, where a representative may recommend more than one product of that product supplier to a client.

Financial interest offered must meet the following criteria to be due by the Representatives:

- minimum service level standards must be met as per our employment contracts and remuneration policy,
- delivery of fair outcomes for clients must be met as per our TCF policy and employment contracts,
- quality of compliance with the FAIS Act and Regulations as determined by completion of our stipulated analysis, advice, recommendation and disclosure documents.

The following have been confirmed when determining financial interest payable to Representatives:

- they are reasonably commensurate to the service provided,
- the payment of the fees does not result in duplicate remuneration for performance of the service,
- the payment of the fees does not impede delivery of fair outcomes to clients.

## Disclosure

There are specific limitations for FSPs when referring to themselves. REAM is a licensed financial services provider with license number 1422. We are licensed to provide advice and intermediary services in categories 1.2 and 1.6.

- At no point will we refer to ourselves as an authorised FSP should this not be true nor refer to any licence categories for which we are not duly authorised. In addition we will not trade as an FSP or in the relevant categories should this be the case;
- We will never create the impression that any of our non-financial products are part of our FAIS licence or under the jurisdiction of the Authority;

Where a conflict of interest affecting a client has been identified, we will ensure that the Key Individual or representative following consultation with the Key Individual, at the earliest opportunity discloses to the affected client the existence of the conflict of interest.

The disclosure will where applicable include:

- The measures taken to avoid or manage the conflict;
- Details of any ownership or financial interest that the FSP or any representative of the FSP may become eligible for as a result of the situation giving rise to the conflict;
- The nature of the arrangement or relationship with the third parties that has caused the conflict;
- The fact that this Conflict of Interest Policy exists and is available to the client on request.

The above disclosures will be made in writing in sufficient detail that will allow the affected client to make an informed decision on whether to continue using our services in the situation concerned.

## Declining to Act

We may decline to act for a client in cases where we believe the conflict of interest cannot be managed in any other way.

Our policy defines possible conflicts of interest as:

- Conflicts of interest between ourselves and clients;
- Conflicts of interest between our clients if we are acting for different clients and the different interests conflict materially;
- Holding confidential information on clients which, if we would disclose or use, would affect the advice or services provided to clients.

## Monitoring of Conflicts

The Key Individual in charge of supervision and monitoring of this policy will regularly provide feedback on all related matters.

An immaterial financial interest register is maintained as an additional mechanism to monitor potential and actual conflicts of interest.

## Procedures

Whenever we or one of our Representatives renders a financial service, we will disclose the existence of any financial interest in the relevant services or any other circumstances which gives rise to an actual or potential conflict of interest in relation to such service and take all responsible steps to ensure fair treatment of the client. This is usually contained in our disclosure document, but any particular cases will be disclosed directly to the client in writing.

Any potential or actual conflict of interest will be reported by the Representative to the Key Individual so that the appropriate action can be taken.

All Representatives are responsible for ensuring that any financial interest received or offered is recorded in the immaterial financial interest register which is available on the premises should a client wish to obtain further details. Representatives are responsible for ensuring that they do not exceed with prescribed limit as detailed above.



## Non Compliance with this policy

If any Representative is uncertain whether a particular situation gives rise to an actual or potential conflict of interest, the Representative must bring the matter to the Key Individual's attention.

Failure to comply with this policy and the FAIS regulatory requirements relevant to the management of conflicts of interest, will be subject to our disciplinary procedures. If found to have acted contrary to this policy and / or the regulatory requirements, the Representative may be debarred in terms of section 14 of the FAIS Act.

## Staff Awareness

Staff are made aware of the importance and application of the Conflict of Interest Management Framework from employment commencement. Staff complete conflict of interest questionnaires annually and receive updates in the form of Company Circulars as and when deemed necessary.

## Monitoring and Review of Policy

This framework will be regularly reviewed. Any changes will be documented.

## ANNEXURE A

### Latest Conflict of Interest Review

#### a) Associate Companies

**Conflict of Interest Management Framework- Details of Identified Associate Companies-  
Incl those of our staff**

REAM Insurance Brokers (Pty) Ltd, FSP1422, acts as a non-mandated intermediary and holds a binder agreement with Western National Insurance Company Limited.

<b>Who is the associate company?</b>	n/a
<b>Details of Associate relationship?</b>	n/a
<b>What is our relationship with this company?</b>	n/a
<b>Do we see this as a potential conflict?</b>	n/a
<b>If yes- what has been done about it?</b>	n/a
<b>Controls in place?</b>	n/a

No associate companies have been identified.

#### b) Third Party Companies

**Conflict of Interest Management Framework- Details of Third Party companies with  
ownership relationships -**

<b>Who is the associate company?</b>	n/a
<b>Details of Associate relationship?</b>	n/a
<b>What is our relationship with this company?</b>	n/a
<b>Do we see this as a potential conflict?</b>	n/a
<b>If yes- what has been done about it?</b>	n/a

<b>Controls in place?</b>	n/a
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There are no such ownership companies.

c) Immaterial Financial Interest

**Conflict of Interest Management Policy- Summary of other identified conflicts and corrective action taken.**

OTHER POSSIBLE CONFLICTS IDENTIFIED	DO WE SEE THIS AS A POTENTIAL CONFLICT		IF YES WHAT HAVE WE DONE ABOUT IT?	CONTROLS IN PLACE
	yes	no		
Staff receiving gifts, vouchers and the like			It is against Company Policy to accept any form of gift/incentive/voucher/entertainment/financial interest or immaterial financial interest from any client, third party company or associate company. Acceptance without authorization from management could result in disciplinary action being taken.	We have set-up a register to monitor all gifts and hospitality received to ensure that no provider supplies anything in excess of R1000.00 in any one calendar year. This register can be viewed upon written request to REAM

Staff providing gifts, vouchers and the like to clients, third parties or associated companies	yes	no	It is against Company Policy to accept any form of gift/incentive/voucher/entertainment/financial interest or immaterial financial interest from any client, third party company or associate company. Acceptance without authorization from management could result in disciplinary action being taken.	We have set-up a register to monitor all gifts and hospitality received to ensure that no provider supplies anything in excess of R1000.00 in any one calendar year. This register can be viewed upon written request to REAM
Staff entertained by Associate or third party Companies	yes	no	It is against Company Policy to accept any form of gift/incentive/voucher/entertainment/financial interest or immaterial financial interest from any client, third party company or associate company. Acceptance without authorization from management could result in disciplinary action being taken.	We have set-up a register to monitor all gifts and hospitality received to ensure that no provider supplies anything in excess of R1000.00 in any one calendar year. This register can be viewed

				upon written request to REAM
Staff entertaining Associate or Third party companies	yes	no	It is against Company Policy to accept any form of gift/incentive/voucher/entertainment/financial interest or immaterial financial interest from any client, third party company or associate company. Acceptance without authorization from management could result in disciplinary action being taken.	We have set-up a register to monitor all gifts and hospitality received to ensure that no provider supplies anything in excess of R1000.00 in any one calendar year. This register can be viewed upon written request to REAM