

Telesure

Investment

Holdings (Pty)

Ltd

Conflict of Interest Management
Policy



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1. Policy Overview

1.1. Document Information

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2. Introduction:

This Conflict of Interest Management Policy ("Policy") is drafted in terms of section 3A(2)(a) of the General Code of Conduct for Authorised Financial Services Providers and Representatives, 2003 ("General Code of Conduct"). Promulgated under the Financial Advisory and Intermediary Services Act 37 of 2002 ("FAIS Act"), this policy requires every Financial Services Provider ("FSP") to adopt, implement and maintain a Conflict of Interest Management Policy.

As various of the subsidiaries of the Telesure Investment Holdings (TIH) group are authorised FSP's, they must comply with the conflict of interest provisions prescribed by the FAIS Act. This Policy gives effect to section 3A(2)(a) of the General Code of Conduct. TIH is required to render unbiased and fair financial services to clients.

Accordingly, all TIH employees who are involved in the business of TIH are required to conduct themselves professionally and in accordance with this Policy. Employees must take all reasonable steps to avoid any business activities and/or practices that may create Conflicts of Interest between TIH, Employee interests, and client. If avoiding a conflict of interest is not possible, TIH will take all reasonable steps to mitigate the impact and appropriately disclose any such conflict to clients.

In considering potential Conflicts of Interest, TIH considers its structure and business activities; as well as any proposed new business activities of TIH. TIH has introduced reasonable mechanisms to identify Conflicts of Interest between:

- itself, employees and clients;
- third parties; and

- between different clients.

3. Definitions

The following terms are defined for ease of reference and in line with the terms of the FAIS Act: -

3.1. “**associate**” - means:

- A natural person (spouse, life partner or civil union partner, a child (including a stepchild, child born out of wedlock and an adopted child), a parent or stepparent and any person legally responsible for that person);
- Juristic persons – TIH, all subsidiaries, holding companies and group subsidiaries and other juristic persons and group holding companies and group subsidiaries;
- Persons directing or instructing any type of juristic person; and
- Trusts controlled and administered by the person.

3.2. “**conflict of interest**” - means any situation in which TIH or any of its employees and representatives may have an actual or potential interest that may, in rendering a financial service to a client –

- Influence the objective exercise of TIH’s obligations to a client, or
- Prevent TIH from rendering an unbiased and fair financial service, or from acting in the interest of the client, including but not limited to financial interest, ownership interest and any relationship with a third party

3.3. “**distribution channel**” - means:

- any arrangement between a product supplier or any of its associates and one or more providers or any of its associates in terms of which arrangement any support or service is provided to the provider or providers in rendering a financial service to a client.
- any arrangement between two or more providers or any of their associates, which arrangement facilitates, supports or enhances a relationship between the provider or providers and a product supplier.
- any arrangement between two or more product suppliers or any of their associates, which arrangement facilitates, supports or enhances a relationship between a provider or providers and a product supplier.

- 3.4. **“financial interest”** - means any cash, cash equivalent, voucher, gift, service, advantage, benefit, discount, domestic or foreign travel, hospitality, accommodation, sponsorship, other incentive or valuable consideration, other than:
- An ownership interest; or
 - Training, that is not exclusively available to a selected group of providers on products and legal matters relating to those products, general financial and industry information, specialised technological systems of a third party necessary for the rendering of a financial service, but excluding travel and accommodation, associated with that training; or
 - A qualifying enterprise development contribution to a qualifying beneficiary entity by a provider that is a measured entity.
- 3.5. **“financial service”**- means any service contemplated in functions set out under the definition of “financial services provider”, including any category of such services.
- 3.6. **“financial services provider”** means any person, other than a representative, who as a regular feature of the business -
- furnishes advice; or
 - furnishes advice and renders any intermediary service; or
 - renders an intermediary service.
- 3.7. **“FSC”** means the Financial Sector Code published in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act, (Act 53 of 2003), as amended from time to time;
- 3.8. **“governing body”** – means a person or a body of persons, whether elected or not, that manages, controls, formulates the policy and strategy of the insurer or controlling company, directs its affairs or has the authority to exercise the powers and perform the functions of the insurer or controlling company.
- 3.9. **“interest”** - includes but is not limited to a financial interest, ownership interest or any relationship with a third party.
- 3.10. **“immaterial financial interest”** - means any financial interest with a determinable monetary value, the aggregate of which does not exceed R1000.00 in any calendar year from the same third party in that calendar year received by -
- A provider who is a sole proprietor
 - A representative for that representative’s direct benefit; or

- A provider, who for its benefit or that of some or all its representatives, aggregates the immaterial financial interest paid to its representatives.
- 3.11. **“key individual”**, in relation to an authorised financial services provider, or a representative, carrying on business as -
- a corporate or unincorporated body, a trust or a partnership, means any natural person responsible for managing or overseeing, either alone or together with other responsible persons, the activities of the body, trust or partnership relating to the rendering of any financial service; or
 - a corporate body or trust consisting of only one natural person as member, director, shareholder or trustee, means any such a natural person;
- 3.12. **“measured entity”** has the meaning assigned to it in the FSC insofar it relates to a qualifying enterprise development contribution;
- 3.13. **“ownership interest”** - means any equity or proprietary interest for which the fair value was paid by the owner at the time of acquisition, other than equity or a proprietary interest held as an approved nominee on behalf of another person. It includes any dividend, profit share or other benefit derived from that equity or ownership interest.
- 3.14. **“product supplier”** means any person who issues a financial product.
- 3.15. **“qualifying beneficiary entity”** has the meaning contemplated in the FSC insofar as it relates to a qualifying enterprise development contribution;
- 3.16. **“qualifying enterprise development contribution”** has the meaning assigned to it in the FSC;
- 3.17. **“representative”** means any person, including a person employed or mandated by the first-mentioned person, who renders a financial service to a client for or on behalf of a financial services provider, in terms of conditions of employment or any other mandate. It excludes a person rendering clerical, technical, administrative, legal, accounting or other service in a subsidiary or subordinate capacity, which service-
- does not require judgment on the part of the latter person; or
 - does not lead a client to any specific transaction in respect of a financial product in response to general enquiries.
- 3.18. **“sign-on bonus”**- means any financial interest offered or received directly or indirectly, upfront or deferred, and with or without conditions, as an incentive to become a provider, and a financial interest includes but is not limited to:

- compensation for the potential or actual loss of any benefit including any form of income, or part thereof, or
 - cost associated with the provider's business or operations, including the sourcing of business, relating to the rendering of financial services; or
 - a loan, advance, credit facility or any other similar arrangement.
- 3.19. **"third party"** - includes: product suppliers, another provider, associates of product suppliers and providers and distribution channels.

4. Purpose of this Policy

- 4.1. The purpose of this Policy is primarily to provide mechanisms for the identification and management of conflicts of interest that may arise in the rendering of financial services to clients.
- 4.2. It further seeks to adopt measures to avoid any conflict of interest, identify the existence of any conflict of interest, and to disclose the existence of a conflict of interest. Further, it seeks to set out the process, procedures and internal controls to facilitate compliance with the Policy as well as to highlight the consequences of non-compliance with the Policy by TIH's employees and representatives.

5. Guideline

- 5.1. This Policy is by no means an exhaustive analysis addressing every conflict of interest situation that might arise.
- 5.2. The Policy provides a guide as to what constitutes a conflict of interest, the processes and procedures that are in place in order to facilitate compliance and, the consequences of non-compliance.
- 5.3. The Policy is intended to assist employees in making the right decisions when confronted with potential conflict of interest issues.

6. Leadership

- 6.1. The TIH Governing body oversees the business of TIH including the compliance with all applicable legislation and this Policy.

- 6.2. Management plays a key role in implementing this Policy. They are expected to demonstrate their personal commitment to this Policy and ensure employee compliance.
- 6.3. Management is responsible for maintaining a workplace environment that fosters and ensures adherence with this Policy.

7. Application of Policies

- 7.1. All directors, officers, employees, representatives, associates, brokers and consultants of TIH are required to comply with this Policy.
- 7.2. In this document, references to “TIH” are to Telesure Investment Holdings (Pty) Ltd and its subsidiaries. Subsidiaries of TIH include, but is not limited to the following:
- Auto and General Insurance Company Limited (FSP)
 - Budget Insurance Company Limited (FSP)
 - Dial Direct Insurance Limited (FSP)
 - First For Women Insurance Company Limited (FSP)
 - Hippo Comparative Services (Pty) Ltd (FSP)
 - Hippo Advisory Services (Pty) Ltd (FSP)
 - Renasa Insurance Company Limited (FSP)
 - Telesure Group Services (Pty) Ltd
 - Total Risk Administrators (Pty) Ltd (FSP)
 - Unity Financial Services (Pty) Ltd (FSP)
 - Wealthport (Pty) Ltd (FSP)
- 7.3. The following information may be requested from compliance@tihsa.co.za:
- 7.3.1. A full list of TIH's associates, including the names of any third parties in which TIH holds an ownership interest
- 7.3.2. A full list of the names of any third parties that hold an ownership interest in TIH, including the nature and extent of the ownership interest

8. Guiding Principle and Treating Customers Fairly

- 8.1. The guiding principles of this Policy require that TIH and its representatives act honestly, fairly, and with due care, skill, and diligence when rendering financial services
- 8.2. There must always be a focus on fair outcomes for customers, the interest of clients, and the integrity of both TIH and the financial services industry as a whole.
- 8.3. Representatives of TIH are discouraged from engaging in situations that could lead to actual or potential conflict of interest situations and must report such situations immediately.

9. What is allowed under the management of Conflict of Interest

- 9.1. TIH or its representatives may only receive or offer the following:
 - 9.1.1. Commission authorised under the Long-Term and Short-Term Insurance Acts, as well as the Medical Schemes Act.
 - 9.1.2. Fees authorised under the Long-Term and Short-Term Insurance Acts, as well as the Medical Schemes Act.
 - 9.1.3. Fees for rendering financial services which is not remunerated as set out in clause 9.2, where the amount, frequency, payment method and receipt of those fees, along with details of the services to be provided by the FSP or its representatives in exchange for the fees, are specifically agreed to by a client in writing. These fees may be stopped at the client's discretion.
 - 9.1.4. Fees or remuneration for rendering of a service to a third party or a distribution channel (such as an arrangement between a product supplier or any of its associates and one or more providers and any of its associates).
 - 9.1.5. Subject to any other law, an immaterial financial interest.
 - 9.1.6. A financial interest for which a consideration, fair value, or remuneration reasonably commensurate with the value of the financial interest is paid by the provider or representative at the time of receipt.
 - 9.1.7. Up to a maximum of R1000. 00 per calendar year, per FSP and/or a representative. Proper records of any financial interest provided must be maintained in a conflict of interest register. The register should contain the

value and reasons for the financial interest given or received and be kept in an easily accessible format. The designated personnel responsible for maintaining the conflict of interest register must update and keep it secure. Representatives who wish to access the conflict of interest register must request it from the designated personnel responsible for maintaining the conflict of interest register.

- 9.2. TIH or its representatives may only receive or offer the financial interests referred to in clause 9.1.2, 9.1.3 and 9.1.4 if –
- 9.2.1. those financial interests are reasonably commensurate with the service being rendered taking into account the nature of the service and the resources, skills and competencies reasonably required to perform it;
 - 9.2.2. the payment of those financial interests does not result in TIH or its representative/s being remunerated more than once for performing a similar service;
 - 9.2.3. any actual or potential conflicts between the interests of clients and the interests of the person receiving the financial interests are effectively mitigated; and
 - 9.2.4. the payment of those financial interests does not impede the delivery of fair outcomes to clients.
- 9.3. The purpose of business gifts and entertainment in commercial settings is to foster goodwill and cultivate strong working relationships, rather than to gain any unfair advantage with customers or TIH clients. Reasonable business entertainment and customer gifts of immaterial financial interest are permitted, including promotional events, provided that the offer aligns with standard business practices and cannot be perceived as a bribe or a payoff and certainly cannot be in violation of this Policy. The TIH Fraud and Ethics Policy should always be considered in relation to gifts and entertainment, as it underpins this principle.
- 9.4. Any other forms of commissions, incentives, and remuneration must be submitted to the Compliance Department for approval prior to implementation.

10. Sign-on Bonus

TIH does not offer sign-on bonuses to FSPs and representatives as an incentive to render financial services on its behalf. The FAIS Act prohibits the offering of a sign-on bonus to any

person other than to a new entrant (a person who has never been authorised as an FSP or appointed as a representative by any FSP).

11. Consequences of non-compliance with this Policy

- 11.1. TIH employees are required to report every suspected or actual transgression of this Policy to TIH through the disclosure process. Employees should avoid any situation that may create, or appear to create, a conflict of interest. Such conflicts can impair an employee's ability to perform their duties and responsibilities impartially.
- 11.2. A violation of this Policy is a serious matter that could cause harm to TIH and could result in disadvantaging certain TIH clients.
- 11.3. Any TIH employee who fails to comply with this Policy, or avoids compliance through any means, will be considered in breach of their employment contract. This may result in disciplinary proceedings under the FAIS Act and TIH's Disciplinary Code, potentially leading to termination of employment.

12. Amendments to this Policy:

- 12.1. The Governing body has adopted this Policy. The Governing body may amend this Policy without prior notice, consultation, or agreement with any FSP or its representative. Material amendments to this Policy will be made available to all employees on the relevant platforms.
- 12.2. This Policy will be reviewed annually or as required from time to time; and where necessary, updated to ensure that the provisions remain sufficient to identify, assess, evaluate and mitigate conflicts of interest.

13. Measures aimed at identifying Conflict of Interest:

- 13.1. It is the responsibility of all TIH employees to maintain the good name and standing of TIH by conducting themselves professionally and in accordance with all rules, regulations and legislation which govern the conduct of TIH.
- 13.2. Compliance with all rules, regulations and legislation is the individual responsibility of each employee. Each employee must accept personal responsibility for behaving correctly and in accordance with this Policy. Likewise, each employee is obliged to

avoid or prevent any actions that are contrary to the content of this Policy and which could cause any harm to TIH as a result.

13.3. Set out below are various ways in which TIH can identify any conflict of interest:

- use of TIH's declaration of interest register will provide information on conflict of interest;
- monitoring the conflict of interest declaration register, annually and facilitating a process to make the required disclosures;
- regular monitoring of commissions, incentives and fees that are paid /received by business units and independent brokerages;
- monitoring of gifts/financial interest offered or received by TIH on a continual basis.

13.4. The above is not an exhaustive list of how to identify the existence of a conflict of interest. **Annexure A** lists practical examples of the application of conflict of interest.

13.5. If you're unsure what constitutes a conflict of interest, an email can be sent to the Compliance department at compliance@tihsa.co.za for assistance and guidance.

14. Disclosure

14.1. TIH must make appropriate disclosures to third parties, including clients, as part of its efforts to manage conflicts of interest. While disclosure alone may not always suffice, it is an essential component of conflict management. TIH is committed to ensuring that clients are fully informed about any conflicts of interest that may impact the provision of financial services to them, where applicable.

14.2. A clearly identified conflict of interest does not necessarily compromise the provision of financial advice to a client. However, it should still be disclosed to the client. The client must be afforded the opportunity to decide for themselves whether the conflict of interest is significant and to what extent they will rely on the advice or intermediary service.

14.3. On the discovery and identification of a conflict of interest, and the subsequent determination of its unavoidability, the following disclosure processes will be implemented on behalf of the client:

14.3.1. Upon discovering and identifying a conflict of interest, and determining that it is unavoidable, the following disclosure must be made to the client at the earliest reasonable opportunity.

- The disclosure must be made before or during the rendering of financial services. In any other cases, the disclosure must be made at any time that allows the client reasonable time to assess its effect.
- The disclosure must be formulated in such a way as to be considered prominent, specific and meaningful to the client.
- The disclosure must be made in such a way as to allow the client to make an informed decision as to whether to continue with the financial services.
- The disclosure must indicate the nature of the relationship or arrangement with a 3rd party that gives rise to the conflict of interest.
- The disclosure must indicate whether the conflict of interest is based on a financial and/or ownership interest.
- The disclosure must indicate any ownership interest held with a product supplier in accordance with section 4(1)(d) of the General Code of Conduct.
- Where the disclosure is provided orally, the disclosure must be confirmed in writing within 30 days of such said disclosure.
- The written disclosure must be communicated by hardcopy or any appropriate electronic medium that is accurately and readily reducible to written or printed form.
- The written confirmation of the disclosure must be provided by means of standard forms or format, in a clear and readable print size, spacing and format.
- The reasons for the conflict of interest's unavoidability must be made available to the client on request.

15. Process, procedures and internal controls aimed at facilitating compliance:

- 15.1. All employees must know and understand the Conflict of Interest Management Policy, as well as the policies relating to the identified categories of potential conflicts of interests. Appropriate training will be provided to all employees on a periodic basis.
- 15.2. The TIH Learning and Development Team shall be responsible for the training of all employees within the various business units of TIH on this Policy. They will be supported, where necessary, by TIH's Compliance department. Relevant legislative provisions will be highlighted during training, and ad hoc communications and educational material will be used to create awareness and highlight the importance of compliance with this Policy.
- 15.3. TIH has adopted a Fraud and Ethics Policy, which should be read in conjunction with this policy.
- 15.4. The Forensic function manages a conflict of interest mailbox on an ongoing basis, to manage potential conflict of interest notifications. Notifications should be sent through on a form available from the Forensic function and attached as **Annexure B**. Notifications should be sent to coi@tihsa.co.za.
- 15.5. In addition, management will be required to complete an annual conflict of interest questionnaire.

16. Measures aimed at mitigating Conflict of Interest

- 16.1. TIH employees should avoid engaging in activities which will result in a conflict of interest. Employees must not use improper means to; for example, obtain business from a particular client or third party.
- 16.2. If TIH employees realise that there is a potential or actual conflict of interest, they must promptly and fully disclose it to TIH by reporting it to their immediate superior and submitting a potential conflict of interest notification to coi@tihsa.co.za. This will enable TIH to decide whether to engage with the employee/transgressor in question;
- 16.3. TIH employees who face an unavoidable conflict of interest situation must ensure that the necessary disclosures are made to the client and that the client's best interests are prioritised.
- 16.4. If any employee is uncertain about whether an intended transaction may violate this Policy, they must consult their immediate superior and send an email to the

Compliance department at compliance@tihsa.co.za for assistance. TIH may not offer any financial interest to its representatives:

16.4.1. That is determined with reference to the quantity of business secured for TIH without also giving due regard to the delivery of fair outcomes for clients;

a) For purposes of clause 16.5.1 TIH must be able to demonstrate that the determination of and the entitlement to the financial interest takes into account measurable indicators relating to the-

- achievement of minimum service level standards in respect of clients;
- delivery of fair outcomes for clients;
- quality of the representative's compliance with the Act;

as agreed between TIH and the representative, and sufficient weight is attached to such indicators to materially mitigate the risk of the representative giving preference to the quantity of business secured for TIH over the fair treatment of clients.

16.4.2. For giving preference to a specific product supplier, where a representative may recommend more than one product supplier to client or

16.4.3. For giving preference to a specific product of a product supplier, where a representative may recommend more than one product supplier to a client.

16.5. The above aims to ensure that, clients are treated fairly and are fully protected from undue and uncompetitive behaviour by product suppliers and /or their representatives. The ultimate objective is to ensure that the best possible financial services are always rendered to clients.

16.6. In order to ensure that quality is not compromised in favour of quantity, our Service Quality Assurance Department ("SQA") monitors calls of representatives on a risk-based approach. The SQA findings are shared with the managers, supervisors and coaches.

16.7. Depending on the severity of non-compliance on the part of representatives, the following actions can be taken:

- Written warning;

- Training can be recommended;
- Coaching;
- Dismissal; or
- Penalty in the form of a deduction of commission earned by the representative.

16.8. In situations where it is “impossible” to avoid a conflict of interest, business unit manager(s) must, when called upon to do so, advance reasons as to why they failed to adhere to this Policy and to take measures to mitigate any conflict of interest.

16.9. Please see attached, a document marked **Annexure C** which illustrates the identification of conflict of interest.

17. Publication and reporting

This Policy is available on the TIH website and the website of the various subsidiaries. The Compliance department will report on accessibility, implementation, monitoring and compliance of this Policy.

18. Management of Conflict of Interest

This Policy forms part of the risk management framework of TIH. The Compliance department is responsible for the maintenance of this Policy to ensure that the policy remains relevant and appropriate to meet the statutory requirements. All queries regarding this Policy can be directed to the Compliance department.

Annexure A

Practical examples on the application of potential conflicts of interest:

1. A representative who is given a gift voucher, cooler bag and holiday voucher from an FSP or broker, the value aggregating over R1000 in one calendar year.
2. A Broker who is given a gift voucher, cooler bag and holiday voucher from TIH, the value aggregating over R1000 in one calendar year.
3. A dealer which provides financial services for TIH being paid maximum commission and given gifts over R1000 in a calendar year.
4. Incentives being run at Brokers which promotes number sales volumes only.
5. When clients call in for a comparative quote, the representative sells the product of the provider who will be giving the highest commission for the sale although the product is the most expensive and doesn't suit the needs of the client.
6. The client phones in for a multi-brand quote but the client is only provided with the cheapest option in order to close the sale without having regard to the customers' needs.

The above is a contravention of the Conflict of Interest Management Policy and must be avoided. The interest received must be disclosed on the interest register.

Annexure B



POTENTIAL CONFLICT OF INTEREST NOTIFICATION FORM

EMPLOYEE INFORMATION			
Employee Name		Employee Code	
Employee Position		Employee's Manager	
POTENTIAL CONFLICT OF INTEREST			
Please indicate what the potential conflict of interest is related to: ☐ Accepting a gift, discounts on products and services, loans, holidays, sponsorships, meals & entertainment from a current or potential customer, supplier or competitor; ☐ Using service(s) provided by suppliers i.e. repair private vehicles for yourself, family members or friends, purchasing parts at reduced costs from company suppliers; ☐ Owning a financial interest in, or serving in a business capacity with, an outside enterprise that does or wishes to do business with, or is a competitor of, the Company; ☐ Serving as an intermediary for the benefit of a third party in transactions involving the Company; ☐ Using confidential company information or other corporate assets for personal profit; ☐ Conducting business for another business during your normal working hours; ☐ Using company property to conduct business for another business; ☐ Doing business with or competing with organisations that employ family members or close personal friends, or in which such individuals have an interest.			
Detailed Description Provide as much information as possible			
AUTHORIZATION			
Please submit this form via email to COI@tihsa.co.za and your direct line manager will advise you of the outcome.			

Annexure C

Identification of conflicts of interest.

1. Throughout the process of rendering a financial service to a client, a key individual or representative must apply his or her mind to answering the following questions:
 - “Is there any situation that exists that influences the objective performance of my obligations to my client”?
 - “Is there any situation that exists that prevents me from rendering an unbiased and fair financial service to my client”?
 - “Is there any situation that exists that prevents me from acting in the interest of my client”?
2. If the answer to all the questions above is “no” - No further action would be required.
3. If the answer to any one of the questions above is “yes” - The following two questions must also be answered:
 - “Is the situation caused by an actual or potential relationship with a 3rd party”?
 - “Is the situation caused by an actual or potential financial or ownership interest”?
4. If the answer to any one of these questions is “yes” - an actual or potential conflict of interest has been identified which is not limited to a financial or ownership interest.