

2011

Property Protector
Financial services
(Pty) Ltd

FSP 216

INDEX

CONFLICT OF INTEREST MANUAL

This policy is intended to comply with the procedures prescribed in Board Notice 58 of 2010 which amends the General Code of Conduct for Financial Services Providers and Representatives published in Notice 80 of 2003, as amended by Notice 43 of 2008

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1. PURPOSE AND SCOPE

- 1.1 The purpose of this Conflict of Interest Policy is to outline a suitable approach and response to the identification and management of conflicts of interest.
- 1.2 Property Protector Financial services (Pty) Ltd is an authorized Financial Services Provider and thus governed by the Financial Advisory and Intermediary Services Act.

2. DEFINITIONS

- 2.1 "PPFS" means Property Protector Financial Services (Pty) Ltd, registration number 2003/004213/07;
- 2.2 "Conflict of Interest" means any circumstance described in EXPLAINING CONFLICT OF INTEREST;
- 2.3 "Distribution channel" a) 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; b) 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; c) 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.
- 2.4 "Financial Interest" means a financial interest includes cash, cash equivalent, voucher, gift, services, advantage, benefit, discount, domestic or foreign travel, hospitality, accommodation, sponsorship, or other incentive, or valuable consideration other than a) an ownership interest b) training by a product supplier on products, general industry information and technical systems, that is not exclusively available to a selected group of providers or representatives except for travel and accommodation associated with that training;
- 2.5 "FSP" Financial Services Provider authorised in terms of the Financial Advisory and Intermediary Services Act 2002;
- 2.6 Immaterial Financial Interest" means any financial interest with a determinable monetary value, the aggregate of which does not exceed R1000 in any calendar year from the same third party in that calendar year received by a) a provider, who is a sole proprietor; or b) a representative for that representative's direct benefit c) a provider, who for its benefit or that or some or all of its representatives, aggregates the immaterial financial interest paid to its representatives;
- 2.7 "Ownership Interest" means a) An equity ownership interest, for which fair value was paid by the owner, other than equity or ownership interest held by an approved nominee on behalf of another person; and b) includes any dividend, profit share or similar benefit derived from that equity or ownership interest;

- 2.8 "Responsible Person" means a key individual, representative or employee of a Product Supplier or FSP;
- 2.9 "Third Party" means a) a product supplier b) another FSP c) an associate of a product supplier or a FSP d) a distribution channel e) any person who in terms of an agreement or arrangement with a person referred to in paragraphs (a) to (d) above provides a financial interest to a provider or its representatives.
- 2.10 "Associate" means:
- 2.10.1 (a) in relation to a natural person, means – a person who is recognized in law or the tenets of religion as the spouse, life partner or civil union partner of that person; or a child of that person, including a stepchild, adopted child and a child born out of wedlock; or a parent or stepparent of that person; or a person in respect of which that person is recognised in law or appointed by a Court as the person legally responsible for managing the affairs of or meeting the daily care needs of the first mentioned person; or a person who is the permanent life partner or spouse or civil union partner of a person referred to above; or a person who is in a commercial partnership with that person;
- 2.10.2 (b) in relation to a juristic person that is a company, means any subsidiary or holding company of that company, any other subsidiary of that holding company and any other company of which that holding company is a subsidiary
- 2.10.3 (c) in relation to a juristic person that is a close corporation registered under the Close Corporations Act, 1984 (Act No. 69 of 1984), means any member thereof as defined in section 1 of that Act;
- 2.10.4 (d) in relation to a juristic person that is not a company or a close corporation as referred to above means another juristic person which would have been a subsidiary or holding company of the first-mentioned juristic person – (i) had such first-mentioned juristic person been a company; or (ii) in the case where that other juristic person, too, is not a company, had both the first-mentioned juristic person and that other juristic person been a company; means any person in accordance with whose directions or instructions the board of directors of or, in the case where such juristic person is not a company, the governing body of such juristic person is accustomed to act;
- 2.10.5 in relation to any person means any juristic person of which the board of directors or, in the case where such juristic person is not a company, of which the governing body is accustomed to act in accordance with the directions or instructions of the person first-mentioned in this paragraph; and includes any trust controlled or administered by that person.

3. EXPLAINING CONFLICTS OF INTEREST

- 3.1 A conflict of interest involves the actual, apparent or potential abuse of the trust that people have in professionals and advisors. A working definition states: "*A conflict of*

interest is a situation in which financial or other personal considerations have the potential to compromise or bias professional judgment and objectivity. An apparent conflict of interest is one in which a reasonable person would think that the professional's judgment is likely to be compromised. A potential conflict of interest involves a situation that may develop into an actual conflict of interest. It is important to note that a conflict of interest exists whether or not decisions are affected by a personal interest. A conflict of interest implies only the potential for bias, not the likelihood".

- 3.2 Conflict of interest in terms of the FAIS Act can be described as circumstances where some or all of the interests of clients to whom a financial services provider or product supplier provides financial services or products, are inconsistent with, or diverge from, some or all of the interests of the FSP, its representatives or the product supplier.
- 3.3 It should be understood that the conflicting interest referred to throughout this policy may be direct or indirect (the interest might be that of the Responsible Person, that of another person such as a relative or friend of the Responsible Person, or that of an organization in which the Responsible Person or such other person has an interest).
- 3.4 It is not possible to list all situations which could constitute a conflict. The facts of each situation will determine whether the interest in question is such as to bring it within the area of potential conflict.
- 3.5 Such facts would include the amount of business involved, the extent to which the Responsible Person could influence PPFS's decisions with respect to the transaction, and whether the interest is of such a nature that it might affect the objectivity or the business judgment of the Responsible Person.
- 3.6 In determining whether a conflict is involved, there is no substitute for sound judgment based upon the particular facts involved in each case.

4. PROCEDURES FOR IDENTIFICATION AND MANAGEMENT OF CONFLICT OF INTEREST

4.1 IDENTIFICATION

- 4.1.1 PPFS is a wholly owned subsidiary of ooba Investment holdings Pty) Ltd, which in turn is a subsidiary of ooba (Pty) Ltd. Within the larger group of companies, the primary financial service offered is bond origination and the products offered by PPFS would be seen as complementary to that bond origination.
- 4.1.2 Given the nature of the bond business and the complementary nature of the insurance business, and that the client's need arises by virtue of the bond, conflicts of interest are not necessarily inherent in this aspect of the business. This does not mean that conflicts of interest may not arise given that PPFS, or its related parties, do share the same client in delivering their different products and services.
- 4.1.3 Separately, PPFS, as an intermediary offering the buildings insurance and mortgage protection products, potentially may have a conflict of interest in its

representation of the client, should a claim arise, given that PPFS holding company, ooba Investment Holdings (Pty) Ltd is the holding company of MortgageSA Risk Services (Pty) Ltd, which in turn has an interest in a Guardrisk cell captive insurer which is the underwriter of the policies offered by PPFS.

4.1.4 To adequately manage conflicts of interest generally, PPFS accepts that it must identify all relevant conflicts timeously. PPFS employ two different mechanisms to ensure that all conflicts are identified:

4.1.4.1 Compliance maintains a register of identified conflicts of interest. The register is compiled in conjunction with the board of PPFS, and updated with all new conflicts as soon as they are identified. The register is reviewed on an annual basis for completeness. The register identifies the conflict, the severity of the conflict and documented controls to mitigate the conflict;

4.1.4.2 All employees, including compliance officers and management, are responsible for identifying specific instances of conflict and are required to notify their business unit manager or compliance officer of any conflicts they become aware of. The business unit manager will escalate the conflict to the compliance officer, who will assess the implications of the conflict and how the conflict should be managed in conjunction with the board.

4.2 MANAGING CONFLICT OF INTEREST

4.2.1 Once a conflict has been identified it needs to be appropriately and adequately managed. Management and compliance assesses each conflict, whether the conflict is actual or perceived, what the value of the conflict or exposure is and the potential reputational risk.

4.2.2 Compliance and management decide whether it is viable to go ahead with the transaction or if the conflict is too severe, decline to act.

4.2.3 If Compliance and management decide that the particular conflict can be mitigated, they need to agree on the controls that need to be put in place to manage the conflict. The controls have to be documented in the Conflict of Interest Register.

4.3 SPECIFIC CONFIRMATIONS

4.3.1 PPFS confirms that it will only receive financial interest from a third party in the form of:

4.3.1.1 Fees for rendering a financial service in respect of which no commission or fees are paid, if those fees are specifically agreed to by the client;

- 4.3.1.2 Fees or remuneration for the rendering of a service to a third party, which fees are reasonably commensurate to the service being rendered, and
- 4.3.1.3 Subject to any other law, an immaterial financial interest.
- 4.3.2 PPFS confirms that it will not offer any financial interest to a Responsible Person for:
 - 4.3.2.1 Giving preference to the quantity of business secured, to the exclusion of the quality of service rendered to clients; or
 - 4.3.2.2 Giving preference to a specific product supplier, where a representative may recommend more than one product supplier to a client; or
 - 4.3.2.3 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.

5. MITIGATING CONTROLS

PPFS has various internal policies and controls in place to manage and mitigate possible conflict of interests:

5.1 DISCLOSURE OF CONFLICTS

- 5.1.1 A Provider or a Representative will, in writing, at the earliest reasonable opportunity disclose to a client any conflict of interest in respect of that client. The disclosure must include:
 - 5.1.1.1 measures taken, in accordance with the conflict of interest management policy to avoid or mitigate the conflict
 - 5.1.1.2 any ownership interest or financial interest, other than an immaterial financial interest, that the provider of representative may become eligible for
 - 5.1.1.3 the nature of any relationship or arrangement with a third party that gives rise to a conflict of interest, in sufficient detail to a client to enable a client to understand the exact nature of the relationship or arrangement and the conflict of interest; and
- 5.1.2 A Provider or Representative must **inform a client of the conflict of interest management policy** and how it may be accessed.
- 5.1.3 **Conflict of Interest Register**, open for viewing on request. The register identifies all conflicts as well as the mitigation controls put in place to manage the conflict. The register is updated when a conflict becomes apparent, but reviewed at least on an annual basis.

- 5.1.4 **Personal Interest Register**, documenting the business interests of a Responsible Person to the extent that such business interest might cause an actual or perceived conflict of interest.
- 5.1.5 **Gift Register**, documenting all financial interests and immaterial financial interests offered to or received by a Responsible Person;
- 5.1.6 **Comprehensive training** on the Conflict of Interest Policy will be provided by the external Compliance Officer on an annual basis.

5.2 MONITORING OF CONFLICTS

- 5.2.1 All employees and representatives are required to read this policy and sign a statement to the effect that they have read and fully understand the provisions of the document and the application thereof.
- 5.2.2 Internal compliance will on an ad hoc basis check on financial records to ensure the policy is being complied with, specifically checking the accuracy of the Gift Register;
- 5.2.3 Non-compliance will be subject to disciplinary procedures in terms of FAIS and employment conditions and can ultimately result in debarment or dismissal as applicable;
- 5.2.4 Avoidance, limitation or circumvention of this policy will be deemed non-compliance;
- 5.2.5 The external compliance officer will include monitoring of the Conflict of Interest Policy as part of the general monitoring duties, and will report thereon in the annual compliance report to the FSB.

6. PRACTICALITIES

- 6.1 The R1000 rule - Key Individuals and Representatives of the FSP are not allowed to spend on, or receive from Key Individuals or Representatives of other FSPs an “immaterial financial interest” of more than R1000 per year.
- 6.2 This includes, but is not limited to:
 - 6.2.1 Meals;
 - 6.2.2 Golf days;
 - 6.2.3 Gifts, e.g. wine;
 - 6.2.4 Tickets for rugby or cricket matches;
 - 6.2.5 Overseas trips.
- 6.3 Note that the R1000 limit applies per Representative, and not per FSP or Product Supplier. Example: an FSP called “Best Interests At Heart” has 500 representatives on

its licence. PPFS may spend R1000 per year in “immaterial financial interest” on each individual representatives of PK. You may not aggregate this amount across the FSP, and spend say R3000 on some representatives, and average the amount out by not spending any money on some of the representatives.

6.4 Similarly, representatives from PPFS may not receive more than R1000 worth of gifts, hospitality, meals etc from another FSP or Product Supplier in a calendar year.

6.5 Bona fide training/information sessions are specifically excluded from the above prohibition, is bona fide training on products and/or technical systems, or general industry information sessions. Please note:

6.5.1 The sessions cannot be available only to a selected group of people;

6.5.2 The FSP or Product Supplier is not allowed to pay for the accommodation or travel costs of the attendees;

6.5.3 Lunch or beverages may be provided with these sessions, as long as it is incidental to the session, and provided that it is not the focus of the session.

6.6 Example:

6.6.1 PPFS may organise an industry information session at the Mount Nelson Hotel.

6.6.2 PPFS cannot only invite the Financial Advisors (FA) or representatives with the largest volume of sales. There have to be other qualifying criteria determining the list of invitees.

6.6.3 Meals and drinks may be provided, as long as it is incidental to the training/information session, and not excessive.

7. LIST OF ASSOCIATES

Name	Relationship
ooba (Pty) Ltd	Holding Company – level1
ooba Investment Holdings (Pty) Ltd	Holding Company – level 2
evo Group (Pty) Ltd	Group company
Rich Rewards Trading 295 (Pty) Ltd	Group company
ooba Administration Services	Group company
Mortgage Risk Services (Pty) Ltd	Group company
oobalink (Pty) Ltd	Group company
Wizard Financial Services (Pty) Ltd	Group company

Quantro Home Loans (Pty) Ltd	Group company
Grand Palace Trading 213 (Pty) Ltd	Group company
Fin-Ex Finance Excellence (Pty) Ltd	Group company
Mortgage Select (Pty) Ltd	Group company

8. OWNERSHIP INTEREST

8.1 As identified above, ooba Investment Holdings (Pty) Ltd the level 1 holding company of Property Protector Financial Services is the holding company of MortgageSA Risk Services (Pty) Ltd which holds an interest in a Guardrisk cell captive insurer which is the underwriter for the insurance products for which PPFS is the intermediary.

8.2 This ownership may potentially give rise to a conflict of interest between PPFS representation of the client, should a claim event arise. In order to manage this potential conflict of interest:

8.2.1 PPFS makes full disclosure of the ownership interest to the client;

8.2.2 The personnel of PPFS that assist with claims administration are not remunerated with regard to any aspect link to claims or profit with the Guardrisk cell captive insurer;

8.2.3 Claims are handled independently by Hollard, being the Guardrisk cell captive insurer's re-insurer.