Rand-Pro Insurance Brokers PTY (LTD) FSP: 5024
Conflict of Interest Management

1. Background

The Financial Advisory and Intermediary Act(FAIS), as Amended requires every Financial Services Provider (FSP) to maintain a conflict of Interest policy to ensure that the outcomes of their services are fair to their clients.

As an Authorised Financial Services Provider Rand-Pro Insurance Brokers PTY (LTD) promotes the principles of fair and unbiased services to its clients and is committed to fair and appropriate services in the interest of its clients and stakeholders

The Directors of Rand-Pro Insurance Brokers therefore adopt the following Conflict of Interest Management Policy which will be applicable to all aspects of the business.

This Policy will be reviewed annually, or as required, by the directors to ensure it remains relevant to any changing circumstances or legislation

2. 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 service to that client, or from acting in the interests of that client, including, but not limited to:
- (i) a financial interest;
- (ii) an ownership interest;
- (iii) any relationship with a third party.

Financial Interest

Any cash, cash equivalent, voucher, gift, service, advantage, benefit, discount, domestic or foreign travel, hospitality, accommodation, sponsorship, other incentive or valuable consideration, other than:

(a) an ownership interest;
(b) training, that is not exclusively available to a selected group of providers or representatives, on:
    (i) products and legal matters relating to those products;
    (ii) general financial and industry information;
    (iii) specialised technological systems of a third party necessary for the rendering of a financial service; but excluding travel and accommodation associated with that training.
(c) a qualifying enterprise development contribution to a qualifying beneficiary entity by a provider that is a measured entity.

Immaterial financial interest

Any financial interest with a determinable monetary value, the aggregate of which does not exceed R1 000 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 of some or all of its representatives, aggregates the immaterial financial interest paid to its representatives.

Associate

(a) in relation to a natural person, means:
    (i) a person who is recognised in law or the tenets of religion as the spouse, life partner or civil union partner of that person;
    (ii) a child of that person, including a stepchild, adopted child and a child born out of wedlock;
    (iii) a parent or stepparent of that person;
    (iv) 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;
    (v) a person who is the spouse, life partner or civil union partner of a person referred to in sub-paragraphs (ii) to (iv);
    (vi) a person who is in a commercial partnership with that person;
(b) in relation to a juristic person:
    (i) which 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;
    (ii) which is a close corporation registered under the Close Corporations Act, 1984 (Act 69 of 1984), means any member thereof as defined in section 1 of that Act;
    (iii) which is not a company or a close corporation as referred to in sub-paragraphs (i) or (ii), means another juristic person which would have been a subsidiary or holding company of the first-mentioned juristic person:
        (a) had such first-mentioned juristic person been a company; or
        (b) 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;

(iv) 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;

(c) in relation to any person:

(i) 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;

(ii) includes any trust controlled or administered by that person.

3. Identification, avoidance, management and disclosure of Conflict of Interest

In terms of the FAIS General Code of Conduct (as amended) Rand-Pro Insurance Brokers may not receive a financial interest other than that prescribed in the Short Term Insurance Act 53 of 1998 or any fee not commensurate with the service being offered as prescribed in that Act.

Nor may we, in the provision of Advice or Intermediary Services benefit from associations as described in the Act

In the event that a material financial interest is received, this must immediately be reported to the Key Individual and Compliance Officer and must be disclosed to all affected clients in the manner prescribed by Board Notice 58 of 2010

Receipt of any such financial interest will be a material contravention of the FAIS act as well as the employment conditions of Rand-Pro Insurance Brokers and will be considered to be a material contravention of the FAIS Act.

The Management and Representatives must avoid, and where this is not possible mitigate, any conflict of interest between Rand-Pro Insurance Brokers and a client or the representative and a client as follows;

In writing, at the earliest reasonable opportunity —

(i) disclose to a client any conflict of interest in respect of that client, including
(aa) the measures taken, in accordance with the conflict of interest management policy to avoid or mitigate the conflict;
(bb) any ownership interest or financial interest, other than an immaterial financial interest, that the provider or representative may be or become eligible for;
(cc) 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 the client to understand the exact nature of the relationship or arrangement and the conflict of interest; and

(ii) inform a client of the conflict of interest management policy of Rand-Pro Insurance Brokers and how it may be accessed.

Any Immaterial Financial Interest (i,e, less than R1,000 per calendar year received from one Provider) is required to be listed immediately in the Conflict of Interest Register which is held by the Key Individual.

4. Associations with Financial Product and Services Suppliers

The financial product and services suppliers as well as the distribution channels that are used to enable appropriate products and efficient delivery of the services we provide are all registered as Financial Services Providers (FSP's) and adhere to the remuneration regulations contained in the legislation under which Rand-Pro Insurance Brokers is registered.
Rand-Pro Insurance Brokers (Pty) as an independent Intermediary, utilises the services of A to Z Insurance Administrators (Pty) Ltd for administration work. A to Z Insurance Administration (Pty) Ltd are associated in that there is a family relationship but no financial relationship. A to Z Insurance Administration (Pty) Ltd is remunerated by the Insurers with whom they have agreements and not by Rand-Pro Insurance Brokers.

Rand-Pro Insurance Brokers currently have no conflicts of interest in association or distribution channels

5. Remuneration

In accordance with the Act, Rand-Pro Insurance Brokers will not remunerate any of its representatives for;

(i) giving preference to the quantity of business secured for the provider to the exclusion of the quality of the service rendered to clients; or
(ii) giving preference to a specific product supplier, where a representative may recommend more than one product supplier to a client; or
(iii) 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.

6. Implementation and monitoring of Compliance

All agreements with financial product suppliers and services providers are held in our offices and monitored by our external Compliance Officer to ensure that the remuneration for costs of service are compliant with the legislation under which we are licenced.

Persons employed or acting on behalf of Rand-Pro Insurance Brokers are provided with a copy of the Conflict of Interest Policy and complete an annual declaration of honesty, integrity and disclosure of potential conflicts of interest

Acceptance of any immaterial benefit, as defined, must be authorised by a manager written up in the Gift Register which is monitored by our external Compliance Officer on a monthly basis

Acceptance directly or indirectly of any material benefit, as defined, is forbidden in terms of the employment or contract agreements and any offer of such must be reported to the Key Individual and Compliance Officer.

7. Contravention of this Policy

A contravention of this policy by any employee will result in disciplinary action and reported to the Authority as prescribed in the relevant legislation

8. Accessibility

A copy of the Conflict of Interest Policy is accessible on request at our offices during business hours

A copy of the policy is linked to our website - www.randpro.co.za

Date: 25/08/2026



Melandri Van Wyk