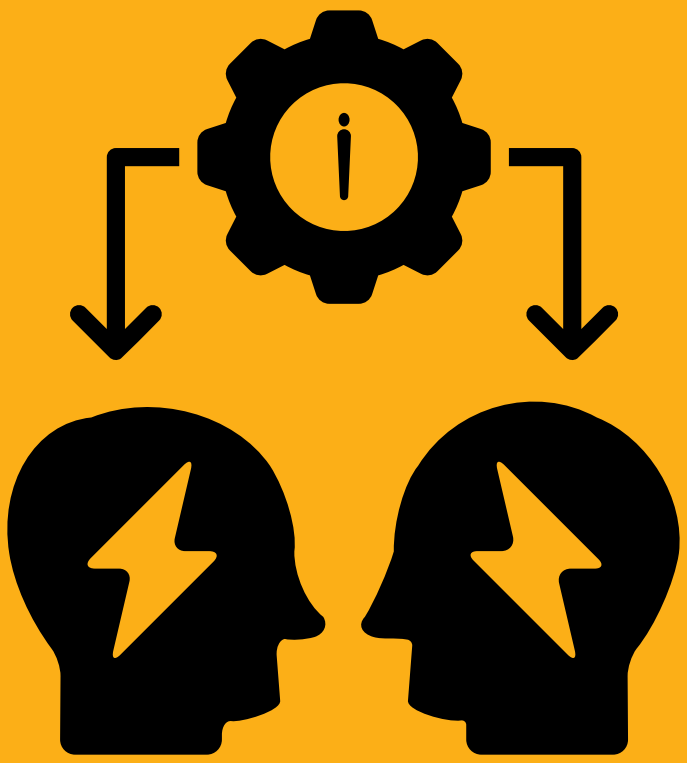


Conflict of interest management policy

August 2026

BRIGHTROCK

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1 Terminology

Term	Meaning
Associate	In this policy, 'Associate' has the same meaning as it has in the FSCA's General Code of Conduct: "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 subparagraphs (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 No. 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 subparagraphs (i) or (ii), means another juristic person which would have been a subsidiary or holding company of the first mentioned juristic person: (aa) had such first-mentioned juristic person been a company; **or** (ab) (ab) 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."
BrightRock Group	Means BrightRock Holdings (Proprietary) Limited, a company incorporated in terms of the laws of the Republic of South Africa, with registration number 2012/067364/07. The BrightRock Group's registered address is 165 West Street, Sandton, South Africa, and includes its Holding Company (Sanlam) and all affiliates (BrightRock Life Ltd company registration no: 1996/014618/06, FSP 11643 and The Amber Room (Pty) Ltd company registration no: 2011/004232/07, FSP43237).
Client or policyholder	Someone who has taken out one of our policies. This could be a customer of one of our financial advisers or someone to whom we've sold a policy directly. It also means a specific person or group of people, excluding the general public, who may receive financial services from the company or are the beneficiaries of such services.

Term	Meaning
Conflict of interest	This may occur when providing a financial service to a client and when one party has an actual or potential interest that may: ● Influence the objective performance of its obligations to another party; or ● Prevent them from rendering fair and unbiased financial services to that party, or from acting in the best interest of that client, including, but not limited to: – a financial interest; – an ownership interest; – any relationship with a third party.
Compliance Officer	Refers to the BrightRock Group FAIS approved Compliance Officer.
Employee	For the purpose of this policy, will include: a) All directors and full-time employees of any associate of BrightRock Group; b) All temporary contracted employees; c) All employed or contracted representatives including independent financial advisers.
Exco	Executive Committee of BrightRock Life Ltd.
FAIS Act	Means the Financial Advisory and Intermediary Services Act, No. 37 of 2002, as amended from time to time.
Fair value	Means the amount for which an asset could be exchanged, or a liability settled, between knowledgeable, willing parties in an arm's length transaction (as set out in the reporting standards adopted in terms of the Companies Act (Act no 61 of 1973).
Financial adviser	Financial services providers and their authorised representatives with whom we've entered into a business relationship. This term also includes representatives who are directly employed by the BrightRock Group.
Financial interest	Includes cash and cash-equivalent, a voucher, a gift, a service, an advantage, a benefit, a discount, domestic or foreign travel, hospitality, accommodation, sponsorship, incentive and relationships with third parties except: ● An ownership interest (equity/shares); ● Training that is not exclusively available to a selected group of providers or representatives, 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, excluding travel and accommodation associated with that training; ● A qualifying enterprise development contribution to a qualifying beneficiary entity by a provider that is a measured entity.
Financial Services Provider	In this policy, Financial Services Provider has the same meaning as ascribed to it in section 1 of FAIS. It refers to: "Any person, other than a representative, who as a regular feature of the business of such person: a) furnishes advice; or b) furnishes advice and renders any intermediary service; or c) renders an intermediary service." In this policy, the term 'Financial Services Provider (FSP)' is used interchangeably with the words 'intermediary, intermediaries or brokers.
Financial service	Means any service contemplated in paragraph (a), (b) or c) of the definition of "financial services provider", including any category of such services.
FSCA	Refers to the Financial Sector Conduct Authority.
Immaterial financial interest	Any financial interest with a 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 provider who is a sole proprietor; or ● A representative for that representative's direct benefit; ● A provider, who for its benefit or that of some or all of its representatives, aggregates the immaterial financial interest paid to its representatives.

Term	Meaning
Ownership interest	In this policy, 'Ownership interest' has the same meaning as it has in the FSCA's General Code of Conduct: "a) any equity or proprietary interest, for which 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; and b) includes any dividend, profit share or similar benefit derived from that equity or ownership interest."
Policy	A formal document that establishes certain principles and minimum and mandatory standards to which BrightRock stakeholders must adhere to achieve BrightRock's stated business objectives, and the overall objectives of the Sanlam Group. A policy gives effect to the decisions made by a duly mandated committee or decision-making body within the business. BrightRock's policies should be aligned to the policies of the Sanlam Group and, depending on their scope, may require approval by the Board. The Approval Framework agreed between BrightRock and Sanlam will determine which policies require Board approval and BrightRock will strictly adhere to the Approval Framework in this regard. Every policy must clearly state its scope, purpose, and objectives.
Provider	Means an authorised Financial Service Provider or FSP (as defined above) registered as such with the FSCA and includes a Representative of such an FSP.
Representative	Means a representative as defined by Section 1 of the FAIS Act: "any person, including a person employed or mandated by such 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, but excludes a person rendering clerical, technical, administrative, legal, accounting or other service in a subsidiary or subordinate capacity, which service: a) does not require judgment on the part of the latter person; orb) does not lead a client to any specific transaction in respect of a financial product in response to general enquiries."
Third party	In this policy, third party has the same meaning as it has in the FSCA's General Code of Conduct: "a) a product supplier; b) another provider; c) an associate of a product supplier or a provider; 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 Purpose and objective

We're committed to ensuring that we conduct our business in the highest standards of good corporate governance, which includes complying with all the relevant legislation, including, but not limited to, the FAIS Act. The FAIS Act sets out how conflicts of interest should be managed. Accordingly, we take all reasonable steps to identify, manage, mitigate, and disclose any actual or potential conflicts of interest. This policy has been implemented to safeguard the interests of our clients and to ensure that they are treated fairly. The objective of this Conflict of Interest Management Policy is to provide a framework within which we can address the areas where conflicts of interest may arise, and to align it with the principles of Treating Customers Fairly (TCF). We've set out the most important aspects below. For further information regarding the organisational and administrative arrangements in place, you can contact our Compliance team at compliance@brightrock.co.za or compliance@the-amber-room.co.za.

BrightRock and The Amber Room are licensed Financial Services Providers (FSPs) and this policy is applicable to the BrightRock Group in its capacity as an FSP. The BrightRock Group specialises in needs-matched life insurance, and distributes financial products supplied by other product providers (as detailed in **Annexure A**, which lists the names of these product suppliers). Remuneration payable to intermediaries is determined on a case-by-case basis, in line with the industry commission regulations. All such commission payments are disclosed to clients in their policy documentation.

We offer our clients products, services, and – where applicable – advice that's designed to meet their specific needs. Like any FSP, we may be exposed to conflicts arising from various activities. However, the protection of our clients' interests remains our primary concern. This policy ensures we put our clients' interests first and have a framework in place that would identify and manage any conflicts of interest that may arise.

Responsibility for the implementation of this policy resides with the relevant operational areas within the BrightRock Group, with the guidance from the Compliance team. The Compliance team monitors the implementation of this policy.

3 Policy scope

This policy reflects the BrightRock Group's commitment to conducting business ethically and honestly by acting in the best interests of its policyholders and clients. This policy is binding on all employees and financial advisers. While conducting the BrightRock Group's business, employees and financial advisers may encounter situations where a conflict arises between the interests of the employee, the financial adviser, the BrightRock Group, and the interests of a policyholder or client. This policy is intended to guide the decision-making and the behaviour of employees and financial advisers when faced with such situations. The general guiding principle is that employees and financial advisers are required to always avoid conflicts of interest.

A conflict of interest may arise out of the employee's or financial adviser's relationship with a third party, or from an ownership interest the employee or financial adviser has with a third party, or from a financial interest the employee or financial adviser has or may have in a third party.

When interacting, with any party, it is imperative that employees and financial advisers ask themselves these questions:

- If my client knew this, would they still do business with me or complete the transaction?
- Does this situation influence the objective performance of my obligations to my client?
- Does this situation prevent me from rendering an unbiased and fair financial service to my client?

The offering or receipt of any financial interest is prohibited where this interferes with or may interfere with the employee's or financial adviser's ability to render a financial service to a client in an unfair, biased or subjective manner.

4 Procedures and controls

4.1 Dealings with intermediaries (FSPs)

4.1.1 To facilitate compliance with the FAIS Act and with this policy, all financial advisers are limited to earning from the BrightRock Group only the following:

- No more than Statutory Commission set out in the Long-term Insurance Act and the Short-term Insurance Act;
- Fees authorised under the Long-term Insurance Act or Short-term Insurance Act, if those fees are reasonably commensurate with a service being rendered;
- Fees for the rendering of a service to a third party where such fees are reasonably commensurate with the service being rendered;
- An immaterial financial interest that may not exceed R1 000 per annum. We'll record the details of any such immaterial financial interest offered or accepted in the immaterial financial interest register;
- A financial interest not referred to above.

4.1.2 The entertainment of intermediaries is limited to a sum of R1 000 per annum. This limit applies to the individual representative at an FSP if the expense is for the direct benefit of the representative. If the benefit is for the direct benefit of the FSP, however, then no further benefit may be paid to that FSP or any representative of that FSP

4.1.3 An employee who has an interest in an intermediary that transacts business with the BrightRock Group must disclose this interest. The disclosure of the interest does not necessarily cure the conflict and the BrightRock Group may, at its discretion, require further steps from the employee to manage the conflict of interest.

4.1.4 We will not offer financial interest to any intermediary or financial adviser for:

- Securing a large quantity of new applications without due regard to the quality of service they provide;
- Giving preference to us where more than one supplier could be recommended to a potential policyholder;
- Giving preference to a specific BrightRock Life product where more than one of our products could be recommended to a potential policyholder.

4.1.5 **Permissible business activity**

We recognise that several legitimate and necessary business situations and circumstances do not involve the possibility of a conflict of interest. This may be because there is no policyholder interest at stake, or it may be that the valuable consideration in question is not capable of being meaningfully valued in monetary terms.

Such situations and circumstances include:

- Advertising and marketing
- Brand awareness or brand building activity
- Training
- Corporate social responsibility
- Internal employee recognition awards
- Enterprise development
- Profit share and other arrangements in terms of binder regulations.

4.2 Identifying conflicts of interest

Where an employee is in a potential conflict of interest situation this must be reported to the Compliance team as soon as practicably possible. The Compliance team will give guidance and advice to assist the employee to avoid or mitigate the conflict.

4.2.1 We've put mechanisms in place to ensure that we do the necessary checks, as far as we reasonably can, to ensure that we identify conflicts of interest (where possible).

4.2.2 We do so by evaluating whether we or any of our employees, or financial advisers we do business with:

4.2.2.1 Are likely to make a financial gain, or avoid a financial loss, at the expense of the policyholder;

4.2.2.2 Have an interest in the outcome of a service provided to the policyholder, which is distinct from the policyholder's interest in that outcome;

4.2.2.3 Have a financial or other incentive to favour the interests of either a financial adviser or another policyholder over the interests of a policyholder;

4.2.2.4 Will receive a financial or cash-equivalent benefit (beyond the standard commission or fee) from a person other than the policyholder in relation to a service provided to the policyholder.

4.3 Avoiding conflicts of interest

4.3.1 Once a potential conflict of interest has been identified, we evaluate it and manage it appropriately.

4.3.2 Our Compliance and management teams then agree on the controls that must be put in place to manage the conflict of interest.

4.3.3 We've implemented the following measures to manage potential conflict of interest:

4.3.3.1 ***Training –*** We educate our financial advisers and employees about this policy and monitor their adherence. All our employees are educated on the general code of conduct applicable to financial services providers as well as this policy.

4.3.3.2 ***Repercussions for non-compliance*** – We deal strictly with non-compliance with this policy and offenders will be subject to disciplinary procedures in terms of both FAIS Act and their employment contract.

4.3.3.3 ***Monitoring*** – We conduct ***ad hoc checks*** on business transactions to ensure compliance with the policy.

4.3.3.4 ***Reporting*** – The Compliance team's duties include monitoring the Conflict of Interest Management policy.

4.3.3.5 ***No circumvention tolerated*** – No person may avoid, limit or circumvent, or attempt to avoid, limit or circumvent, compliance with this policy, either directly or by association.

4.3.3.6 ***Executive review –*** We'll review and, if necessary, update this policy annually.

4.3.3.7 ***Structures*** – We will use a matrix index of real or perceived potential conflict risks and establish a conflict of interest register.

4.3.3.8 ***Personal accountability*** – All employees and financial advisers to this policy are responsible for identifying specific instances of conflict and notifying the BrightRock Group's management or the Compliance team of any conflicts they discover. If an employee is in breach of this policy, we may institute disciplinary action against them (in accordance with our POL_Employment policies and procedures document).

4.3.3.9 ***Information barriers*** – We restrict access to certain areas and maintain IT systems, IT folders, an IT access control policy and a clean desk policy – this prevents inappropriate use of client information.

4.3.3.10 ***Gifts and entertainment policy*** – We have an internal 'gift' policy to ensure that we maintain the highest standards of ethics and impartiality.

4.3.3.11 ***Declining to act*** – We may decline to act for a policyholder in cases where we believe the conflict of interest cannot be managed in any other way.

4.3.4 We consider the controls above appropriate to enable us to act impartially in each instance of a potential conflict and avoid harming policyholders' interests. Where necessary, our Compliance team is responsible for managing and updating this policy to ensure that it remains effective.

4.4 *Consequences of non-compliance*

- The FAIS Act provides for penalties in the event that a person is found guilty of contravening the FAIS Act, or of non-compliance with the provisions of the FAIS Act. The penalty for non-compliance of specific provisions of the FAIS Act, is an amount of up to R10 million or a period of imprisonment for up to 10 years.
- The registrar is empowered to refer instances of non-compliance to an Enforcement Committee that may impose administrative penalties on offenders.
- The FAIS Act also gives the registrar the powers to revoke the license of an FSP.
- Employees' failure to make the necessary disclosures could be seen as a transgression of the Code of Ethical Conduct and will be dealt with in terms of the BrightRock Group's Disciplinary Code.
- Certain transgressions of this policy may result in civil or criminal prosecution.

4.5 *Reducing the impact of conflicts of interest that cannot be avoided*

Should a conflict of interest arise that can't be avoided, we'll immediately advise the affected parties about the conflict in writing. We'll set out the nature and extent of the conflict of interest and, where appropriate, give the affected parties the opportunity to decide whether to continue using our services.

4.6 *Making our Conflict of Interest Management Policy accessible*

We publish our Conflict of Interest Management Policy in appropriate media and ensure that it is easily accessible for public inspection at all reasonable times. Should any member of the public, regulatory body or supervisory body request a copy of this policy, the policy will be made available immediately.

4.7 *Financial interests received and how they comply with this policy*

We'll regularly inspect all commissions, fees and financial interests proposed or received in order to avoid non-compliance with this policy.

4.8 *Disclosure*

When we can't avoid or mitigate a conflict, or where the measures in point 4.3.3 don't sufficiently protect our policyholders' interests, we'll disclose the conflict to allow the affected parties to make an informed decision on whether to continue using our service.

5 Ownership interest

BrightRock Life and The Amber Room are wholly owned subsidiaries of BrightRock Holdings (Pty) Ltd (BrightRock Holdings). Sanlam Life Insurance Limited is the shareholder of BrightRock Holdings.

6 Enquiries and complaints

If you have any questions or require any further information concerning this policy, please contact **compliance@brightrock.co.za** or **compliance@the-amber-room.co.za**. A copy of our complaints handling process is available on request from our Complaints Officer at **complaints@brightrock.co.za** or **complaints@the-amber-room.co.za.**

Our website is: **www.brightrock.co.za** and **www.the-amber-room.co.za.**

Annexure A

List of third parties in which the BrightRock Group holds an ownership interest

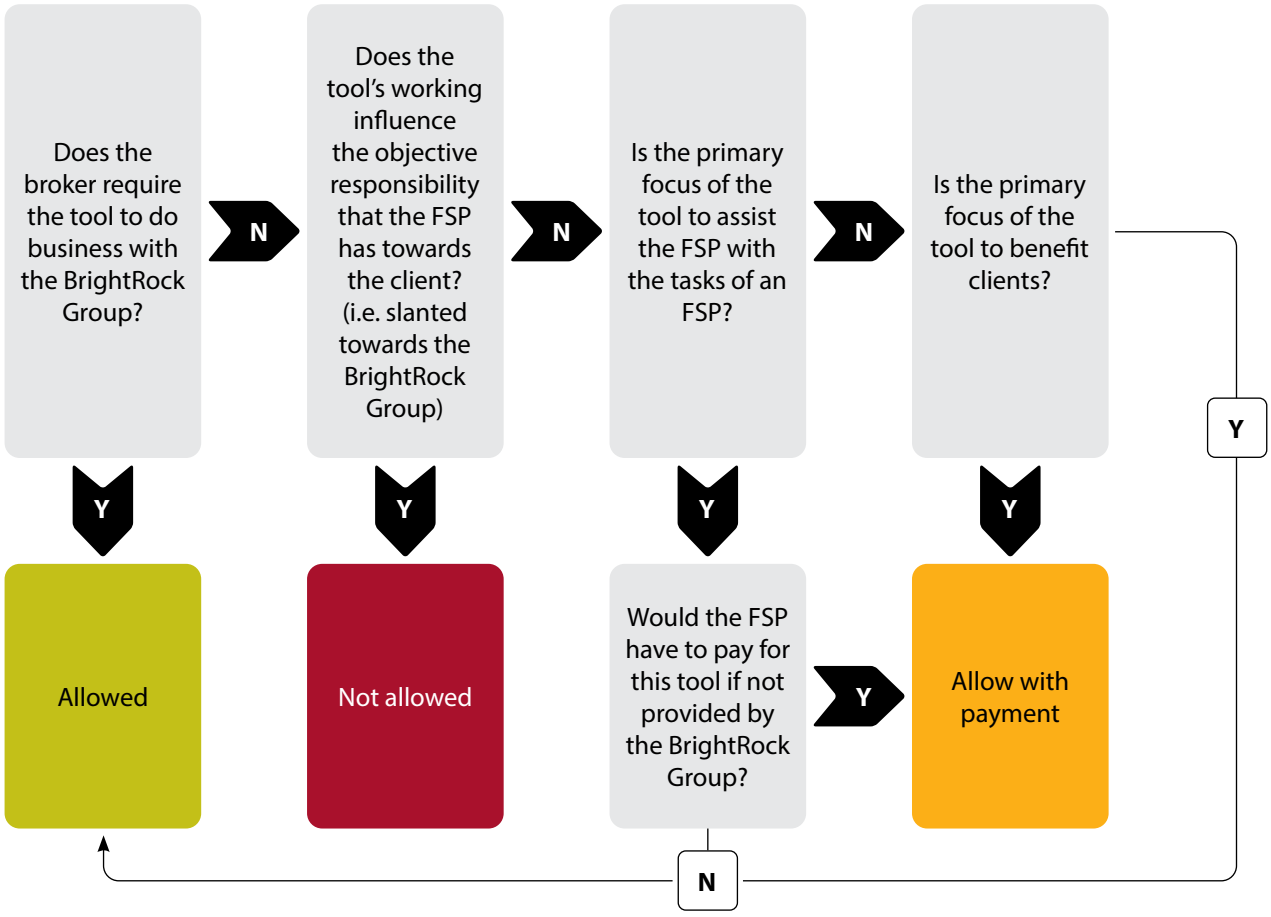
No	Product suppliers	Nature of ownership interest	Extent of ownership interest	Relevant associates (only applies to product suppliers and providers that are regarded as associates of the BrightRock Group)	Agreements or arrangements where a financial interest is provided to a provider or its representative (applies to product suppliers, providers, relevant associates, and distribution channels)
A. Product suppliers that supply BrightRock Life (FSP 11643) and The Amber Room (FSP43237) with financial products and in which BrightRock Holdings holds an ownership interest					
1.	BrightRock Life	Shareholding	100%	Sanlam Life Insurance Limited owns BrightRock Holdings	1. Agreements with "representatives" and other FSPs who distribute BrightRock Life products. 2. Agreement to pay "financial interests" to the FSP when financial products are introduced to the product provider.
B. Financial Services Providers that BrightRock Life (FSP 11643) and The Amber Room (FSP 43237) have an ownership interest in					
N/A	N/A	N/A	N/A	N/A	N/A
C. Product suppliers and Financial Services Providers that provide BrightRock Life (FSP 11643) and The Amber Room (FSP 43237) with financial interests in terms of an agreement or arrangement (in addition to those listed in A above)					
1.	Sanlam Life Insurance Limited	Shareholding	100%	See above	Agreement to distribute products of Sanlam in return for payment of commission (in terms of the Long-term Insurance Act).
2.	Liberty Group Limited	N/A	N/A	N/A	Agreement to distribute products of Liberty in return for payment of commission (in terms of the Long-term Insurance Act).
3.	Capital Legacy Solutions (Pty) Ltd	N/A	N/A	N/A	Agreement to distribute products of Capital Legacy in return for payment of commission (in terms of the Long-term and Short-term Insurance Acts).
4.	D and D The Cycle (Pty) Ltd (Life Cycle)	N/A	N/A	N/A	Agreement to distribute products of Life Cycle in return for payment of commission (in terms of the Long-term Insurance Act).
5.	Trisure Risk Administrator (Pty) Ltd	N/A	N/A	N/A	Agreement to distribute products of Trisure Risk Administrators in return for payment of commission (in terms of the Short-term Insurance Act).

No	Product suppliers	Nature of ownership interest	Extent of ownership interest	Relevant associates (only applies to product suppliers and providers that are regarded as associates of the BrightRock Group)	Agreements or arrangements where a financial interest is provided to a provider or its representative (applies to product suppliers, providers, relevant associates, and distribution channels)
6.	DCI Risk Management (Pty) Ltd	N/A	N/A	N/A	Agreement to distribute products of DCI Risk Administrators in return for payment of commission (in terms of the Short-term Insurance Act).
7.	Quicksure (Pty) Ltd	N/A	N/A	N/A	Agreement to distribute products of Quicksure in return for payment of commission (in terms of the Short-term Insurance Act).
8.	Apex Underwriters (Pty) Ltd	N/A	N/A	N/A	Agreement to distribute products of Apex Underwriters in return for payment of commission (in terms of the Short-term Insurance Act).
9.	Cross Country Insurance Consultants (Pty) Ltd	N/A	N/A	NA	Agreement to distribute products Cross Country Insurance Consultants in return for payment of commission (in terms of the Short-term Insurance Act).

Annexure B

Framework to evaluate providing sales tools to providers.

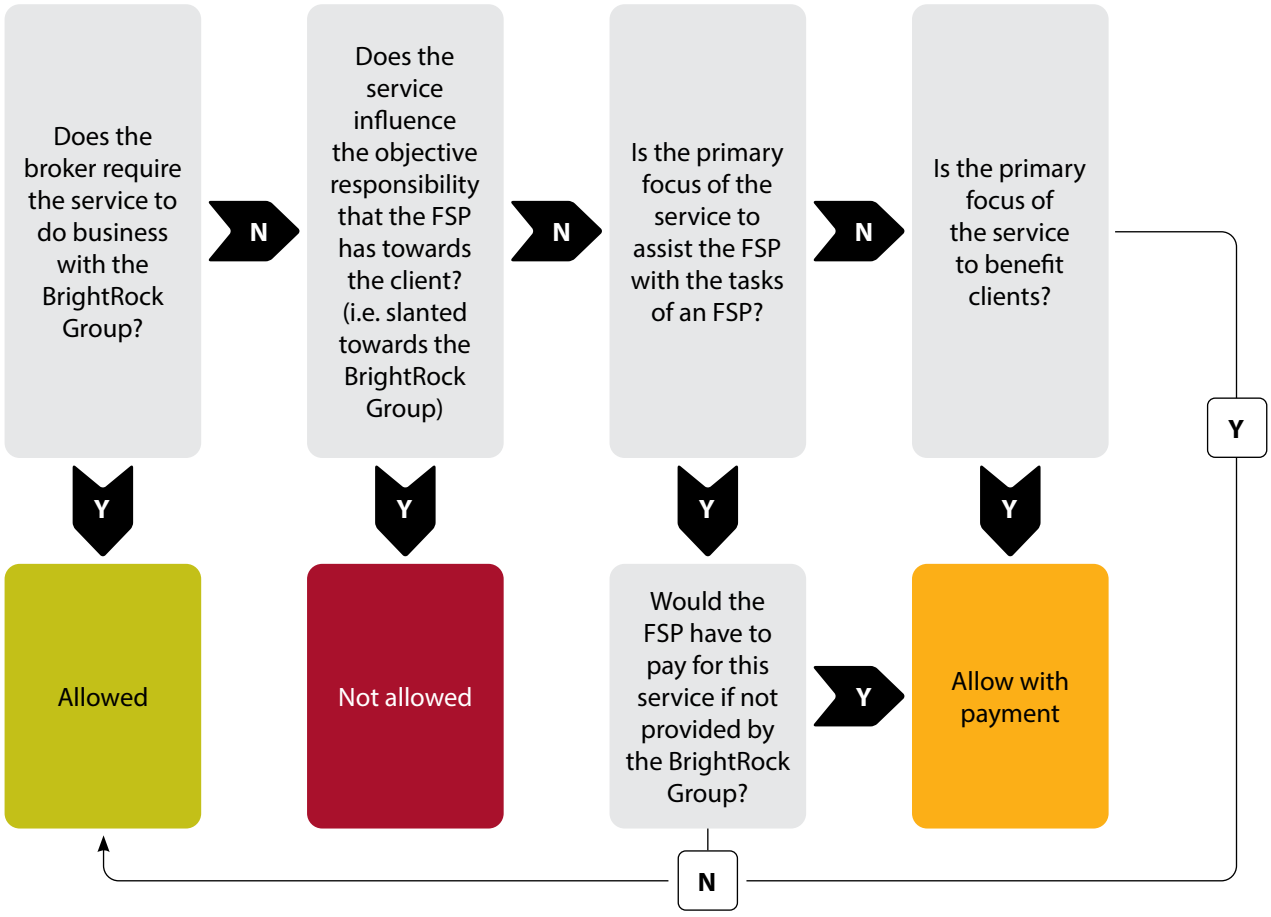
Electronic Tools for Brokers Framework



Annexure C

Framework to evaluate providing services to support providers.

Services for Brokers Framework



Annexure D

Guidelines to evaluate providing of "immaterial financial" interests to providers.

1. Legislative requirements

An FSP (or their representative) is not allowed to offer brokers (and they are not allowed to receive) any financial interest other than:

a. Statutory commission and fees;

b. Fees applicable to the investment industry as agreed to by the client;

c. Fees for rendering a service to a third party (this provides for outsourcing arrangements, for example, back-office services);

d. Immaterial financial interest. The focus is on the immateriality of the financial interest that is given, but is subject to an overall maximum amount of R1 000 in a calendar year per annum; and

e. Financial interest for which the broker pays a fair value.

2. Application of immaterial financial interest

In terms of the definition of "immaterial financial interest", the amount of R1 000 would apply to a "provider who is a sole proprietor", (i.e., a Key Individual who is also a representative), a representative of an FSP who stands to benefit, and an FSP who may benefit all or some of its representatives.

The payment of travel and accommodation for training or an event will be an unallowable financial interest. It would follow that the limitation of the R1 000 amount is aimed at providers (FSPs) and their representatives. As the FSP may also be a legal entity, it would follow that such reference would include the Key Individuals (in their capacity as representatives) linked to such providers.

This can be illustrated by way of an example:
A corporate brokerage that is an FSP may have 100 representatives. The limitation on providing "immaterial financial interests" is limited to a R1 000 per individual (and does not apply to the aggregation of 100 representatives (100 X R1 000 for the FSP). This means that you cannot multiply the R1 000 by the 100 representatives and regard this as an immaterial financial interest that accrues to the FSP.

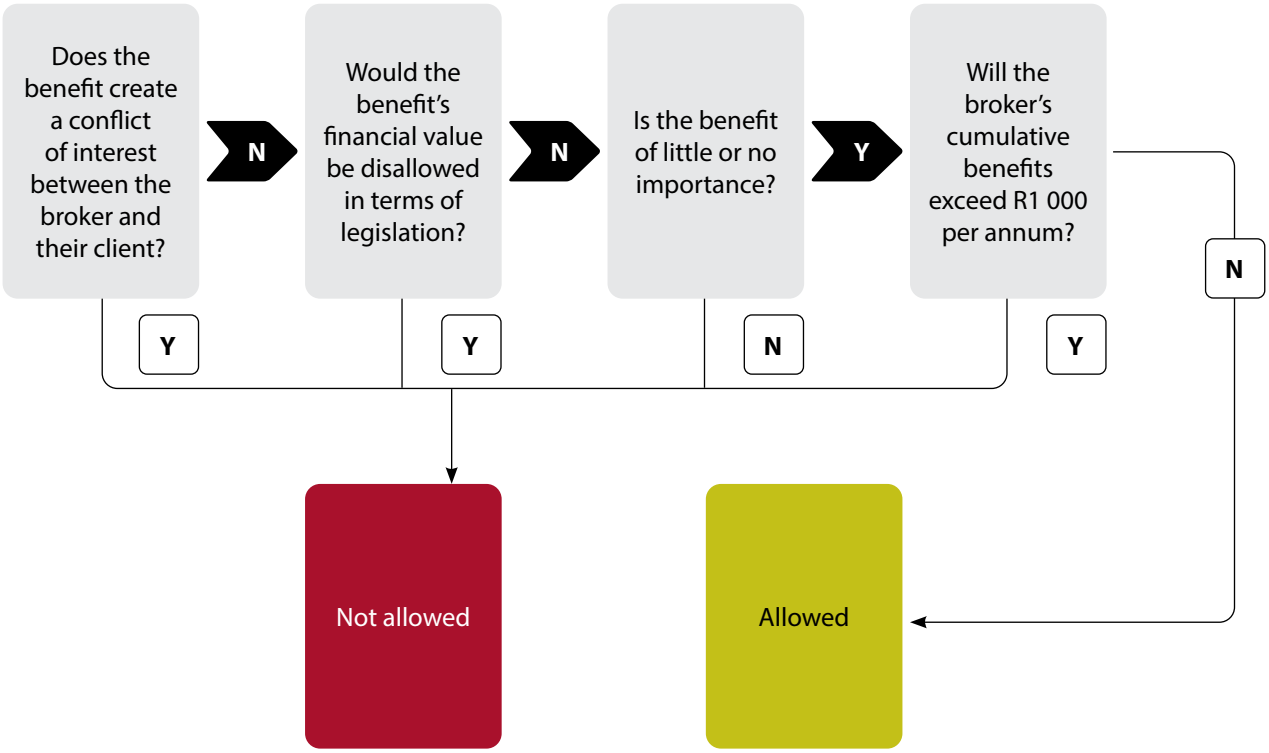
In a BrightRock Group context, this would mean that all "providers" and "product suppliers" (who are not also FSPs) would be entitled to justify the expenses related to "immaterial financial interests" limited to R1 000 per FSP (or representative). In practical terms this would allow BrightRock Life (as an FSP) to spend a maximum of R1 000 per broker on "immaterial financial interests" in a calendar year.

The R1 000 limitation will be aggregated in instances where there are various divisions within an FSP.

The requirements in the FAIS General Code of Conduct apply to all relationships between any BrightRock Group FSP and other FSPs, product suppliers and representatives, in respect of services rendered in South Africa but regardless of whether they are domiciled in South Africa or internationally.

3. *Framework for decision making*

The following is a guide to assist in deciding whether a specific benefit is allowed:



4. *Providing explanatory product-specific marketing material to brokers*

The TCF principles place an obligation on the BrightRock Group to ensure that clients are fully informed about the products before they decide to enter into a contractual agreement with the BrightRock Group. As the BrightRock Group makes use of both in-house advisers ("representatives") and brokers to distribute its products, access to such product related marketing material is not regarded as creating a conflict of interest when this material is provided to brokers to provide to current or potential clients.

5. *Specific guidance*

5.1 Extending invitations to brokers

a) Golf invitations

An invitation to a broker to attend a golf game is acceptable and is not viewed as creating an unallowable conflict of interest. The limitation is however that this may only include reasonable expenses to be paid for by BrightRock Life (FSP11643) and The Amber Room (FSP 43237). Reasonable expenses would be linked to the specific circumstances of an event, but always limited to an overall maximum amount of R1 000 per calendar year. As such, an invitation falls within the definition of an allowable immaterial financial interest, this would need to be recorded and will be subject to the R1 000 per annum immaterial financial interest limit.

b) Sporting and similar events

As part of its normal marketing activities, companies within the BrightRock Group may at times host (or be asked to participate in) a charity event (for example, sponsoring a golf event or hole). When BrightRock Life and The Amber Room invite brokers to play (as part of the benefits afforded to BrightRock Life or The Amber Room for its sponsorship), this is not regarded as creating an unallowable conflict of interest. The limitation set out in (a) above applies.

c) Invitations to cultural events

The same limitation as set out set out in (a) above applies.

d) Broker golf days

Hosting a golf day for brokers is regarded as creating an unallowable conflict of interest.

e) Hunting, fishing or similar social trips

Hosting a social trip for brokers is regarded as creating an unallowable conflict of interest.

f) Inviting brokers to conduct a "due diligence" visit to the BrightRock Group Head Office

Inviting brokers (and their managers) to interact with BrightRock Life and The Amber Room office staff is not regarded as an unallowable conflict of interest. The limitation would however be that no travel or accommodation costs may be paid for by BrightRock Life or The Amber Room. Normal business courtesies (linked to reasonable expenses) would be allowable but would be subject to the overall maximum of R1 000 per annum in any calendar year.

5.2 Providing brokers with non-technical promotional marketing material to conduct promotional project

Providing brokers with a complimentary supply of BrightRock Life or The Amber Room specific branded material to conduct their own promotional activities (not regarded as being product specific), is regarded as creating an unallowable conflict of interest.

Providing marketing material to brokers at the normal distribution price is acceptable.

(Bear in mind that providing free promotional material and including this as an "immaterial financial interest" is not allowed.)

5.3 Providing brokers with a BrightRock Life or The Amber Room diary (or other date-linked items)

Providing a broker with a diary is not regarded as creating an unallowable conflict of interest. The cost of such a diary should however be included in the calculation of "immaterial financial interest" (in relation to such a broker).

5.4 Hosting product seminars

BrightRock Life may invite its clients to a function where its products are explained. At such a function BrightRock Life, as the FSP and product provider, is the host and sends out invitations to its clients (and prospective clients).

Brokers may request the product provider to send invitations to their clients, but the guest list remains the sole responsibility of the product provider. The product provider may provide reasonable refreshments to its clients (and prospective clients) at such functions.

BrightRock Life Ltd is a licensed financial services provider and life insurer. Company registration no: 1996/014618/06, FSP 11643.
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