**CSInsurance Brokers Ltd**

**Terms of Business Agreement**

**Introduction**

Please read this document carefully. It sets out the terms on which we agree to act for you and contains details of our statutory and regulatory responsibilities.

Contact us immediately if there is anything in our Terms of Business, which you do not understand, or with which you disagree.

**General**

These Terms of Business shall be governed by and construed in accordance with English law. Any dispute regarding these terms shall be subject to the exclusive jurisdiction of the English courts.

A person who is not party to these Terms of Business has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of these Terms of Business.

We reserve the right to amend our Terms of Business in the future.

For the avoidance of doubt this Terms of Business replaces any previous Terms of Business issued

If we have a separate Service Agreement with you then the terms of that agreement must be read in conjunction with these Terms of Business.

If there are any additional specific terms that are relevant to your own circumstances, we will provide written notice of these before we conduct any business with you.

**About CSInsurance Brokers Ltd**

CSInsurance Brokers Ltd, of Dukes House, 32-38 Dukes Place, London EC3A 7LP St is an independent insurance intermediary and Lloyds broker. Our Registered Office address is 47 Church Road, Ramsden Heath, London, CM11 1NU

We are authorised and regulated by the Financial Conduct Authority (FCA). You can check this by visiting the FCA website https/www.register.fca.org.uk or by telephoning the FCA on 0845 606 1234 quoting firm reference number 789792

As part of our commitment to providing an excellent level of service, we will comply with the FCA regulations relevant to an insurance broker, which require us to:

* Conduct our business with integrity, pay due regard to your interests and treat you fairly.
* Conduct our business with due skill, care and diligence.
* Pay due regard to your information needs and communicate information to you in a way which is clear, fair and not misleading.
* Manage conflicts of interests fairly. These could arise between both you and ourselves and/or you and another Client.

of any conflicts of interest that might arise and we will manage these fairly.

**Our Services**

As an independent insurance broker, we act as your agent. We are subject to the law of agency, which imposes various duties on us. However, in certain circumstances we may act for, and owe duties of care to, other parties. We will advise you when these circumstances arise so that you are aware of any conflicts of interest that might arise and we will manage these fairly.

We normally arrange cover for you based on a fair analysis of the market. When cover is not arranged on this basis we will inform you accordingly.

Our services include (but are not restricted to): advising on your insurance needs; arranging your insurance covers with insurers to meet your requirements; helping you with any ongoing changes you make and providing you with assistance to submit a claim and seek settlement as required

Cover is not in place until we have confirmed it to you in writing

**Insurer Security**

We use all reasonable skill and care to protect your interests and monitor the security of the insurers with which we transact business using information available in the public domain. However, we can give no guarantee of the financial stability of insurers and we accept no liability for any financial losses or increased costs suffered by you arising from their financial insecurity.

**Claims**

Unless agreed otherwise, you must notify us immediately of a claim, or circumstance that might give rise to a claim. We will advise you of the actions required in order to pursue your claim. You should note you will need to state all material facts concerning the claim or circumstance that might give rise to a claim.

How to get in touch

Please email: Robert Land

rl@csinsurance.london

If you are unsure whether a matter constitutes a claim or not, please contact us and we will be happy to advise you.

We will provide you with assistance in submitting a claim and will seek to obtain reimbursement for you. However, in the event that an insurer becomes insolvent or delays making settlement we do not accept liability for any unpaid amounts.

We will remit claims payments to you as soon as possible after they have been received on your behalf.

**Client Money**

Client Money is any money of any currency that we receive and hold in the course of arranging or administering insurance on behalf of our Clients, or which we treat as Client Money in accordance with the FCA’s Client Money Asset rules.

**(a) Risk Transfer**

We have agreements in place with certain insurers, which permit us to act as their agent in handling premium payments, claims payments and premium returns. In these circumstances insurers

– through the agency agreement – grant what is called ‘risk transfer’. This means that when you pay a premium to us, the insurer deems this to be payment to them. It is important to note however that claims and return premiums paid by insurers through us will not be deemed paid until received by you.

It is possible that on any risk placed by us that there could be a combination of insurers who have granted risk transfer and

those who have not. If you wish to know the position on any particular placement please advise us.

**(b) Statutory Trust**

Where we do not act as agent for an insurer, we provide protection for Client Money by holding all such amounts in a Statutory Trust account. This is completely segregated from our own money and is subject to strict regulatory and solvency controls. **(c) Payment to Third Parties**

We may transfer Client Money to another person, such as another broker or settlement agent, for the purpose of effecting the transaction on your behalf through that person. This may include brokers and settlement agents outside of the UK. The legal and regulatory regime applying to a broker or settlement agent outside the UK may be different from that of the UK and, in the event of a failure of the broker or settlement agent, this money may be treated in a different manner from that which would apply if the money were held by a broker or settlement agent in the UK.

You may notify us if you do not wish your money to be passed to a person in a particular jurisdiction – please write to Adam Gent at 6th Floor, Dukes House, 32-28 Dukes Place, London EC3A 7LP and we will amend our records.

**(d) Bank Accounts**

We will deposit Client Money we receive in a bank account with one or more UK approved banks, a list of which can be provided to you on request.

**(e) Interest on Client Money**

Any interest earned on Client Money held by us will be retained by us for our own use, rather than paid to you.

**Customer Disclosure Obligation**

All customers have a legal obligation when taking out,

amending or renewing insurance to provide accurate and truthful information. This to assist insurers to accurately assess the risk and the premium to be charged. As your broker we will guide and assist you in providing this information but need to remind you of your legal obligations.

If you are in any doubt as to whether a fact is material please contact us

The duty to disclose information not only applies at commencement and renewal of your policy, but also at any time during the period of insurance.

**Premium**

You must pay all monies due in cleared funds in accordance with the amounts and dates specified in our invoice(s). Failure to meet the payment date(s) may lead to insurers cancelling your cover in accordance with policy terms, conditions and/or warranties

**Remuneration**

Our remuneration may be commission and/or a fee. Commission is a percentage of the insurance premium paid by you and allowed by the insurer with whom the insurance is placed. A fee will be disclosed to you and agreed in advance. The taxation element of any insurance premium is not subject to commission.

In addition to commission payments and/or Client fees, we may receive remuneration by way of administrative fees or commissions for services provided to insurers. We may also act as reinsurance brokers to underwriters with whom we have placed insurance or reinsurance.

Our remuneration is earned when we negotiate and place your cover. In the event of early cancellation of your cover, the insurer determines any return of premium and their policy conditions will detail this. We are entitled to retain our remuneration in respect of the full policy period in relation to policies placed by us.

You are entitled at any time, to request information regarding any commission which we may have received as a result of placing your insurance business.

**Financial Crime**

Please be aware that current UK money laundering regulations require us to obtain adequate ‘Know Your Client’ information about you. We are also required to cross check you against the U N Sanctions Lists as part of the information gathering process.

We are obliged to report to the Serious Organised Crime Agency any evidence or suspicion of financial crime at the first opportunity and we are prohibited from disclosing any such report.

**Anti-Bribery and Corruption**

Please be aware that regarding UK Anti-Bribery Legislation our regulators require us to keep, maintain and carefully follow an Anti-Bribery policy that adheres to the requirements of this legislation.  As such, we have provided you with a copy of our Anti-Bribery Policy (attached) and expect that all parties, who engage in business with us, either as Brokers or Introducers, observe and act in the spirit of this policy.

If you are aware of a situation where this may not be the case, then you must notify us immediately of the circumstances, so that we can make a proper assessment of the situation before we proceed.

**Termination of Our Services**

Subject to your immediate settlement of any outstanding premiums and fees, you may instruct us to stop acting for you. Your instructions must be given in writing and will take effect from the date of receipt, unless otherwise agreed.

In the circumstances where we feel we cannot continue providing our services to you, we will give you notice in writing and this will take effect from the date of receipt, unless otherwise agreed.

Unless otherwise agreed in writing, if our relationship ends, any transactions previously initiated will be completed according to these Terms of Business. You will be liable to pay for any transactions concluded prior to the end of our relationship and we will be entitled to retain commission and/or fees received for conducting these transactions.

**If you have a Complaint**

We take any complaint seriously. If you wish to register a complaint then please contact The Complaints Officer at:

CSInsurance Brokers Ltd

6th Floor, Dukes House

32-38 Dukes Place

London EC3A 7LP

or by telephoning:+44 (0) 203 962 9971

If we cannot immediately resolve your complaint we will write to you within 5 business days of its receipt – our acknowledgement will include a copy of our complaints procedure.

**Anti-Bribery Policy**

**CSInsurance Brokers Ltd (CSI 1647)**

**FCA 789 792**

**Overall responsibility**: Craig Stansfield

**Deputy:** Adam Gent

In conjunction with CSInsurance Brokers Limited’s Senior Compliance Individual, the firm has designated these persons to control the day-to-day management of its Anti-Bribery controls and to regularly review regulatory and legislative guidance and policy statements for rule changes and requirements and ensure that its systems and controls and policies and procedures incorporate such amendments and where relevant that these are notified to all relevant persons as appropriate.

The above individuals are responsible for ensuring that up-to-date copies of CSInsurance Brokers Limited’s respective Anti-Bribery policies and procedures are readily accessible from its Compliance Records and to be available to discuss rule and procedure related matters including provide guidance to any relevant employee of the firm who may require access to such information.

For the avoidance of doubt the application of this policy applies to CSInsurance Brokers Limited’s appointed representatives as is required and defined by the Financial Services Markets Act 2000 (FSMA) and Financial Conduct Authority (FCA) for the purpose of a person carrying out regulated activities. In this context, the firm is the authorised firm referred to as the 'principal' and it takes full responsibility for ensuring that the AR complies with this policy and FCA rules as appropriate.

***Policy Controls***

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| --- | --- |
| **Period from:** | October 2021 to October 2022 |
| **Version:** | 1.1 |
| **Created by:** | RWA Compliance Ltd |
| **Reviewed by:** | Adam Gent |
| **Date Last Updated:** | 11th October 2021 |
| **Next Review Date:** | 11th October 2022 |

***Introduction***

The purpose of this policy is to describe CSInsurance Brokers Limited’s approach towards combatting its involvement in acts of bribery or corruption and to ensure that it mitigates the risks that emanate from financial crime which require robust systems and controls to prevent the firm, its employees and or agents being used for criminal purposes.

CSInsurance Brokers Limited has taken an appropriate and proportionate (risk-based approach) to the development of its financial crime prevention policies and procedures and has therefore set out different controls according to the risks posed by its business operation. This policy deals specifically with Bribery.

The Bribery Policy is one of CSInsurance Brokers Limited’s financial crime procedures and specifically applies to all employees, considering the scale of financial services activities being undertaken and the nature and complexity of the business. The establishment of this policy enables the firm to describe how it fulfils its regulatory and legislative obligations in combating financial crime.

CSInsurance Brokers Limited recognises its regulatory responsibilities concerning anti bribery and corruption as covered in the FCA’s Principles for Business:

Principle 1 Requires firms to conduct business with integrity

Principle 2 Requires firms to conduct business with due skill, care and diligence

Principle 3 Requires firms to take reasonable care to organise and control their affairs responsibly and effectively, with adequate risk management systems

***Policy Statement***

CSInsurance Brokers Limited is committed to meeting its obligations for the prevention of financial crime required by the Proceeds of Crime Act 2002, and Bribery Act 2010 (and associated legislation) and as highlighted in the FCA Handbook under Systems and Controls (SYSC 6):

*“a firm must establish, implement and maintain adequate policies and procedures sufficient to ensure compliance of the firm including its managers, employees and appointed representatives (or where applicable, tied agents) with its obligations under the regulatory system and for countering the risk that the firm might be used to further financial crime.”*

Specifically:

The aim of this policy is to prevent bribery and corrupt activity through CSInsurance Brokers Limited and to detect such activity and wrongdoing and report them to the authorities.

The firm encourages all its employees to be vigilant in combating financial crime and recognises that adopting a culture and value of intolerance to such activity will enable it to protect its business in the event anyone attempts to commit financial crimes through CSInsurance Brokers Limited. The business, and anyone operating on behalf of it, is required to abide and operate in accordance with its financial crime policies and procedures and within its systems of control.

This ensures that all employees meet all appropriate compliance obligations. The firm shall monitor its compliance with those controls and deal with any matters identified in accordance with this policy and/or its Breaches policy and procedures or similar as required.

***Application of Policy***

This policy applies to compliance with all CSInsurance Brokers Limited company and FCA rules, principles, policies, procedures, guidance, standards and other applicable regulations to its employees e.g., the Proceeds of Crime Act, and the Bribery Act.

The firm’s financial crime policies apply to all its employees’ external consultants, contractors and temporary personnel while working for the firm. The aim of this policy is to set out the high-level structure of the systems and controls that are in place to prevent the involvement of the company or its employees, self-employed individuals or agents in bribery or corruption.

Understanding how to identify and deal with acts of Bribery and Corruption are separate to the duty to give financial advice, and helps protect the firm, its individuals and the country from illegal and criminal acts. Ultimately everyone is responsible for reporting activity deemed a bribe or corrupt and CSInsurance Brokers Limited encourages all staff to be aware and alert to these potential risks and where necessary identify and recognise such activities and report their concerns, no matter how slight to its financial crime officers or Senior Compliance Individual.

CSInsurance Brokers Limited’s wider systems and controls are designed to prevent financial crime and part of its commitment to treating customers fairly (TCF), as the firm recognises that ultimately all customers pay for the consequences of illegal activities and are either directly or indirectly affected by the criminal activity from which the proceeds of crime, corruption or terrorist financing are generated.

***Background***

The UK Bribery Act 2010 (the “Act”) came into force on 1st July 2011 and applies to CSInsurance Brokers Limited as well as its employees, third parties and business partners.

In broad terms the Anti-Bribery Act, defines a bribe as giving someone a financial or other advantage to encourage that person to perform their functions or activities improperly or to reward that person for having already done so. Bribery is a financial crime it is not a physical violent offence that is committed. It is an unlawful crime typically for personal advantage. A bribe seeks to influence a decision-maker by giving a form of additional benefit to that decision maker rather than by what can legitimately be offered in the normal course of carrying on business.

The Act goes on to define a bribe as a payment (or other advantage) given with the intention that a person will improperly perform a relevant function or activity, whether given directly to the person who performs the activity or to another person. What is important is that the intent of making such a payment is intended to produce the effect of improper performance. In short, this does not mean all gifts or corporate hospitality are illegal. However, an overly excessive gift or extravagant corporate hospitality to someone a person or firm is attempting to win business from may be seen as improper and therefore deemed a bribe.

CSInsurance Brokers Limited’s policy is to refuse the acceptance of any form of gift or payment which might be deemed improper, or it conflicts with the approach to combatting bribery.

The Act requires all businesses to ensure that proportionate procedures are clear and an easy-to-read policy is in place to reduce the risk of bribery and prevent the firm from becoming involved in bribery.

CSInsurance Brokers Limited has formally adopted the Anti-Bribery Policy, set out below and Craig Stansfield has appointed Adam Gent (Director of Operations) responsible for this policy.

The main offences under the Act are:

1. Bribing another person.

2. Accepting a bribe from another person.

3. Bribery of a foreign official.

4. Failure of a commercial organisation to prevent bribery by an ‘associated person’ for its benefit.

The penalties for committing a crime under the Act are a maximum of 10 years' imprisonment, along with an unlimited fine, and the potential for the confiscation of property under the [Proceeds of Crime Act 2002](https://en.wikipedia.org/wiki/Proceeds_of_Crime_Act_2002), as well as the disqualification of directors under the [Firm Directors Disqualification Act 1986](https://en.wikipedia.org/wiki/Company_Directors_Disqualification_Act_1986).

***The Policy***

The firm promotes a culture where bribery is unacceptable by all. Any person involved or associated within the firm that is believed to be bribing another person, is bribed, or fails to prevent bribery will be dealt with seriously and immediately in line with our disciplinary policies and/or those sanctions as stated in the Bribery Act 2010.

The firm’s policy prohibits the offering, giving, solicitation or acceptance of any bribe, whether in cash or other form of inducement:

* To or from any person or firm, wherever situation and whether they are a public official or body or private person or firm
* By any individual partner, employee, agent or other person or body acting on the Firm’s behalf
* In order for the Firm, or any other body, to gain any commercial, contractual or regulatory advantage in a way that is unethical
* In order for any individual or anyone connected with the individual to gain any personal advantage, financially or otherwise

***Guidance***

The firm recognises that market practice varies across areas in which it does business and what is normal and acceptable in one place may not be in another.

Inevitably, decisions as to what is acceptable may not always be easy.

If anyone is in doubt as to whether a potential act constitutes bribery, then the matter should be referred to Craig Stansfield who is responsible for the firm’s Anti Bribery Policy or in his absence, our external Compliance Consultants, to provide guidance before proceeding.

***Responsibility***

Although a low-risk organisation, the prevention, detection and reporting of bribery is the responsibility of all employees and associated partners throughout the firm. All staff are openly committed to establishing a zero-tolerance culture of preventing bribery.

Bribes are not just monetary offerings; they can be an ‘advantage’ and include gifts and hospitality. Importantly though, they must be ‘improper’ so monetary benefit, gifts or hospitality or other advantages properly given are not considered to be bribes. Improper means illegal or in breach of an expectation of trust, good faith, or impartiality.

***Firm Procedures***

The firm’s code of conduct and procedures to reduce the risk of bribery are, but not limited to, the following:

Expenses, gifts and corporate hospitality: For the avoidance of any doubt, all expenses associated with any corporate hospitality or gifts (including meals, drinks and entertainment etc.) incurred to or from business partners, as well as gifts provided must be notified to Craig Stansfield, and this will include the cost and nature of such items. Similarly corporate hospitality provided to any employee or associate of the firm must also be notified to Craig Stansfield via email (using the appropriate return form) within 30 days. Please remember that the firm may conduct routine audit expenses at any time.

***Examples of Bribery***

1. An insurer provides members of staff with a vehicle track day in return for staff recommending / promoting their insurance products.

However, if business has genuinely been placed on grounds of suitability and the vehicle track day is a proportionate ‘thank you’ then this may not be seen as a bribe, but extreme care is required.

The legal test is what a reasonable person in the UK would accept as proper.

Non-political charitable donations made by the firm which contain a connection to the provision of services offered by the firm must be reported to Craig Stansfield, or in his absence, our external Compliance Consultants.

2. A customer of the firm has or is closely linked to a charity, to which The firm subsequently make a sizeable charitable donation.

Facilitation Payments. Facilitation payments i.e., small bribes paid to facilitate route action by Government officials are not permitted.

Political sponsorships or political charitable donations are not permitted to be made or received.

Recruitment, training, referencing and disciplinary procedures. The firm’s Anti Bribery Policy will form part of the staff terms and conditions. Any misconduct within this policy will be dealt with seriously and immediately in line with our disciplinary policies. Training in Anti-Bribery issues will be part of our induction processes for any new members of staff.

Risk assessment and due diligence on business partners and potential business partners for the firm that are believed unlikely to comply with the standards expressed in this document will not be selected. Any new contracts with partners will make it clear that any form of bribery is unacceptable to the firm.

If any person suspects any act of bribery has been carried out, whether offering or receiving a bribe, then they must report this to Craig Stansfield who is responsible for the Firm’s Anti Bribery Policy or in his absence, our external Compliance Consultants. Or if the allegation relates to Craig Stansfield, then the matter should be reported to the firm’s external Compliance Consultants.

***Anti-Bribery and the Principles***

The Bribery Act 2010 was created to replace the existing law which was complicated and confusing due to a combination of statutory and common laws which developed over many decades.

The 2010 Act replaces the main components of statue law previously contained in the Public Bodies Corrupt Practices Act 1889 and the Prevention of Corruption Act 1906, as amended by the Prevention of Corruption Act 1916 and the Anti-Terrorism, Crime and Security Act 2001.

Compliance with the 2010 Act is based around six principles. CSInsurance Brokers Limited

ensures that these Principles are taken in account when reviewing its Anti-Bribery and Financial Crime controls, they include:

Principle 1: proportionate procedures

“a commercial organisation’s procedures to prevent bribery by persons associated with it are proportionate to the bribery risks it faces and to the nature, scale and complexity of the commercial organisation’s activities and these are clear, practical, accessible, effectively implemented and enforced”

Principle 2: top level commitment

“a commercial organisations top level management (e.g., board of directors, shareholders or other equivalent body or person) are committed to preventing bribery and establish a culture within the organisation in which bribery is unacceptable. Including taking steps to ensure that the organisation’s policy to operate without bribery is clearly communicated to all levels of management, the workforce and any relevant external factors”

Principle 3: risk assessment

“a commercial organisation assesses the nature and extent of its exposure to potential external and internal risks of bribery on its behalf by persons associated with it and that the assessment is periodic, informed and documented”

Principle 4: due diligence

“a commercial organisation applies due diligence procedures, taking a proportionate and risk-based approach, in respect of persons who perform or will perform services for or on behalf of the organisation, in order to mitigate identified bribery risks”

Principle 5: communication and training

“a commercial organisation seeks to ensure that its bribery prevention policies and procedures are embedded and understood throughout the organisation through internal and external communication, including training that is proportionate to the risks it faces”

Principle 6: monitoring and review

“a commercial organisation monitors, and reviews procedures designed to prevent bribery by persons associated with it and makes improvements where necessary”

***CSInsurance Brokers Limited ’s Interrelated Financial Crime Policies***

This policy set’s out CSInsurance Brokers Limited’s specific approach towards bribery. It should be noted that the firm has in place a number of individual policies with it refers to as its interrelated financial crime policies and procedures. Together as a whole, these policies enable all individuals to take responsibility for effectively managing the different financial crime risks faced by the firm and comply with its various systems and controls as detailed within its respective financial crime policies and their supporting procedures.

These other policies include:

The firm’s Money Laundering Policy which describes and sets out how to report and deal with any suspected or actual money laundering incident in accordance with the direction and requirements of the firm’s Financial Crime Officer (FCO)

The firm’s Data Protection and Terrorist Assets Freezing controls. The firm operates strictly in accordance with the Data Protection Act (1988) and Terrorist Assets Freezing Act 2010 which form an integral part of its internal operating systems and procedures

***Anti-Bribery Management and Proportionality***

CSInsurance Brokers Limited’s controls include managing processes to prevent it from being involved with bribes or corrupt activities. This is typically a risk-based approach considering the circumstances giving risk to concerns surrounding the customer, person or individual, the type of activity, any service given or promised, product, and monetary values including methods of gifts, entertainment and or financial inducement.

Systems are designed to collate as much intelligence as reasonably possible on a frequent and on-going basis including adopting a policy of on-going training to ensure all individuals within the firm are aware of crime legislation and adopt these necessary procedures to prevent from inadvertently colluding with an illegal act, they include:

• methods to report knowledge or suspicions of bribery; including processes for

o receiving, assessing, and dealing with potential bribes;

o dealing with misconduct;

o producing and reviewing appropriate and relevant management information;

o approval of all gifts and hospitality given or received, whether taken or not;

o monitoring expense claims and payments

***Individual Responsibilities and Obligations***

The specific responsibilities and obligations of individuals and others in relation to Bribery which CSInsurance Brokers Limited operates include developing an understanding of:

• The firm’s approach to bribery;

• How risks are identified and managed;

• UK financial crime legislation;

• The key bribery risks;

• How the firm may be exposed to such risks;

• An individual’s obligations and responsibilities

In broad terms, all individuals, no matter what their individual role, have an obligation to protect the firm from involvement in bribery or corruption, breaches in this obligation may therefore lead to disciplinary action and where appropriate, dismissal or referral to the regulatory or law enforcement authorities.

Individuals must:

‘not knowingly accept, carry on any transaction, ignore, conceal, disguise, convert, transfer or remove records or property and report the suspected or actual activity identified to CSInsurance Brokers Limited’s financial crime officer; importantly individuals MUST not take any further action themselves, and after making a report to its FCO not discuss the matter, unless otherwise required by FCO.

***Training, advice and further guidance***

CSInsurance Brokers Limited provides training to all relevant individuals on financial crime including refresher training at least annually to ensure continuing awareness and details of any updates to the requirements.

All individuals are registered to access the firm’s e-learning arrangement managed by RWA Compliance Services Ltd. In the event that individuals are unable to gain access individuals have authority to contact RWA Compliance Services limited directly on 0845 020 0291 or helpdesk@rwagroup.co.uk.

In the event that individuals require more generalised advice and guidance, the firm’s Compliance function or Senior Compliance Individual should be contacted.

***Reporting to the Financial Crime Officer***

CSInsurance Brokers Limited has a nominated officer for Money Laundering and Anti Bribery and a DPA champion, these responsibilities have been collectively allocated to its FCO whose purpose is to control the day-to-day management of financial crime prevention.

The officer is free to act on their own authority and has adequate resources to devote to Bribery and Corruption controls.

In addition, the FCO will receive any reports submitted and make any external reports to the National Crime Agency ‘NCA’.

In the event that any individual is offered a gift, or form of hospitality or any sort of advantage intended to influence the individual for the benefit of another person or becomes aware of a suspected or actual activity identified, the individual must report the matter immediately to its financial crime officer; importantly individuals MUST not take any further action themselves.

***Records***

Centralised records are in place and include all Financial Crime notifications; these are maintained by the FCO in conjunction with CSInsurance Brokers Limited’s Senior Compliance Individual.

The firm will in addition keep the records appertaining to customer identity and details of their transactions in accordance with the Data Protection Act and related regulations for a minimum of 6 years after the cessation of the customer relationship.

Records demonstrating the adequacy of the firm’s financial crime systems and controls including detection and prevention will also be kept for a minimum of 6 years.

Further details may be found in CSInsurance Limited’s Record keeping and destruction policy which sets out all other minimum retention periods and its data destruction policy which also defines the records the firm retains indefinitely.

***Summary***

CSInsurance Brokers Limited promotes a culture that does not tolerate bribery. Any breach of the Firm’s policy will be treated seriously in accordance with the firm’s disciplinary procedures.

The firm’s anti-bribery policy and procedures will be monitored and reviewed on an ongoing basis, not least annually.