

YOUR RESPONSIBILITIES POLICY

Version 2.01

Last updated 09.01.18

WHAT THIS POLICY COVERS

The policy provides an overview of the professional and ethical framework we operate in and details the practical application of that framework. This policy covers:

- What You Must Do
 - Code of Conduct
 - Conflicts of Interest
 - Prohibited Benefits
 - Policy Non-Adherence
 - Training
 - Your Authorisations
 - Professional Indemnity (PI) Insurance
- What You Must Not Do
 - Code of Conduct
 - Conflicts of Interest
 - Prohibited Benefits
- FAQ

YOU MUST

CODE OF CONDUCT

- Act with honesty and integrity e.g. provide clients with honest and complete information, do not use client funds, information or property for your own benefit or assist others in doing so, do not tolerate dishonest behavior by colleagues or clients.
- Respect the law and act accordingly, including notifying the licensee of any incident or breach (whether actual or potential).
- Respect the confidentiality of clients (in accordance with the Privacy requirements outlined in the Data Collection Policy) and that of your colleagues, business associates and the licensee and not misuse information e.g. for personal gain or the gain of others to whom the information does not belong.
- Value and maintain professionalism.
- Report wrongdoing that may relate to our licence by another representative, staff member of Insight Investment Partners to your Compliance Manager or a member of the management team. Any reports of wrongdoing will be treated confidentially (which may be provided anonymously); you are required to provide as much detail as possible to enable the matter to be fully investigated. Examples of wrongdoing may include:
 - breach of the Code of Conduct;
 - breach of regulations or laws;
 - dishonest or corrupt behaviour, including soliciting, accepting or offering a bribe, facilitation payments or other such benefits;
 - fraudulent activity;
 - concealment of wrongdoing.
- Be familiar with and adhere to the FPA Code of Professional Practice

CONFLICT OF INTEREST

- Prioritise client interests over your own interests and those of any related party. The greater the conflict of interest is between the client and you or any related party, the more you will need to do to prioritise the client's interests.
- Consider whether a 'reasonable' adviser, without having an association similar to you, would recommend the same financial products. You must not take into consideration any incentive or other personal (or third party) interest when you provide advice or services to your clients.
- Treat all clients fairly and equally; you must not put the interests of one client above those of another. Where you have a conflict between duties to two clients, you may be unable to properly fulfill your duty to both clients. If this is the case, you should contact your Compliance Manager for guidance.
- Deal on an 'arm's length' basis for all related party transactions involving client assets, for example, advising members of the same family.
- Give consideration on an ongoing basis as to whether there are any conflicts (actual, potential or perceived) which you have in carrying out your role.
- Disclose any interests you have in your clients' assets to the Policy Compliance Manager to assess whether it is appropriate to establish/maintain a relationship with your client, for example, a private company or property syndicate.

PROHIBITED BENEFITS

- Record exempt non-monetary benefits in the 'benefits register' within 5 business days of receipt of the benefit in dollar terms (only exempt benefits are permitted) as per the table below. When applying the table, you must use the total value of multiple benefits given by the same provider over a twelve-month period (i.e. 1 July – 30 June).

Value of Benefit	Action
Under \$100	Record in the Register
\$100 - \$300	Record in the Register
Over \$300	Must not accept

- Inform your Compliance Manager where a member of the public requests a copy of your Register, who will assist you with this process. Note the Register must be provided within 2 days from the date of the request.

POLICY NON-ADHERENCE

- Report to your Compliance Manager any failure to:
 - issue a Financial Services Guide;
 - provide a Statement of Advice;
 - accurately and completely disclose fees and commissions;
 - disclose conflicts of interest (e.g. not disclosing you receive a grandfathered payment);
 - demonstrate compliance with best interests duty (e.g. recommending a client commence an SMSF without explaining how it is relevant to their needs and objectives); and
 - disclose the impact of replacing an existing product (e.g. not disclosing that ongoing fees will increase where a product is switched).
- Report to your Compliance Manager situations where you have:

- provided advice outside of authorisation (e.g. recommending the establishment of a SMSF where you are not authorised to provide SMSF advice);
- provided inappropriate advice (e.g. recommending gearing to a client with a defensive asset allocation);
- provided advice that is not in the client's best interests (e.g. recommending a client remain in a volume based platform where a less expensive alternative is available and the client won't be disadvantaged as a result of the switch).
- direct access to client funds.
- Comply with any direction from the licensee.

TRAINING

- Attend induction training no later than 8 weeks after becoming authorised under Insight Investment Partners.
- Be able to certify to Insight Investment Partners. (via production of appropriate certificates) that you have completed the skill and knowledge competencies required in the areas for which you require authorisation, including specialist areas as needed.
- Maintain a record of all relevant training that you have undertaken in your training register, including formal qualifications, CPD hours and product accreditation. This register is required to be kept for 7 years.
- Meet the requirements outlined in the licensee's training plan each year (available on Kaplan Ontrack) as well as any other training stipulated by Insight Investment Partners. Questions regarding your training plan should be directed to your Compliance Manager. In the event that you do not meet your annual training and CPD requirements by June 30, either in aggregate or by knowledge area, then (in the absence of the special circumstances, at the discretion of the licensee):
 - your authorisation to provide advice will be "suspended" until you complete your CPD requirements.

YOUR AUTHORISATIONS

- Only provide advice in the areas you have authorisation for. Contact your Compliance Manager if you would like to be authorised in an area not included on your certificate.
- Advise your Compliance Manager if there are any changes to your memberships/associations and/or qualifications within 10 business days of the change occurring. These changes will be reflected in ASIC's Financial Adviser Register (FAR).
- Notify your Compliance Manager if you intend to go on leave for 3 months or more, in writing, providing at least 14 days' notice. Your authorisation status will be changed to 'maintenance authorised representative'. You will be issued with a letter outlining what this means for you, as well as confirming the actions you need to take:
 - upon your return to work;
 - if your return to work date changes.

PROFESSIONAL INDEMNITY (PI) INSURANCE

- Hold Professional Indemnity (PI) insurance

YOU MUST NOT

CODE OF CONDUCT

Act outside your authority e.g.:

- make products or services available if you know or suspect they will be used in relation to illegal activities;
- sign a document or enter into an agreement on behalf of the licensee;
- provide advice in relation to an area/product you are not authorised in or where you do not have the relevant expertise to advise.

CONFLICTS OF INTEREST

- Participate in activities that conflict with your responsibilities as a representative of Insight Investment Partners.
- Receive, hold or in any way take possession, custody or control of assets or money belonging to clients. In practical terms this means you must not, for example:
 - physically be in possession of a clients' assets or money;
 - have client assets, money or accounts held in your name;
 - have client assets, money or accounts held in your name 'as trustee for' or as a 'nominee' for the client;
 - operate any form of trust account into which client funds may be deposited or withdrawn;
 - have the authority to withdraw funds from a client's account;
 - operate a direct credit facility against a client account;
 - knowingly become a beneficiary under a client's will;
 - receive cash directly from a client.
- You may handle client funds and assets as described above for the following family members (as authorised where applicable):
- parents or spouse's parents;
 - grandparents or spouse's grandparents;
 - spouse;
 - siblings and spouse's siblings;
 - children; and
 - grandchildren.
- Be an attorney for any client of your practice, except for the following circumstances:
 - obtaining a Limited Power of Attorney (LPOA) for the purposes of providing services under an MDA as agreed upon by your client; and/or
 - acting as a Power of Attorney for family members.
- Act as the sole executor of a client's estate. You may act as a joint executor where decisions are made jointly and not separately. You are not permitted to receive a fee and the other executor cannot be an adviser under Insight Investment Partner's licence, an employee or associate of Insight Investment Partners, a staff member of Insight Investment Partner or a member of your family.
- Nominate the licensee's, or your postal or street address as a mailing or contact address for a client. In limited circumstances, you may need to receive correspondence on the client's behalf in order to provide certain services e.g. informing Centrelink of changes to the client's investment holding or MDA Service. To enable you to provide these services, you are able to receive correspondence on the client's behalf in the following situations only:
 - The client has nominated you as the Correspondence Nominee for Centrelink. As a Correspondence Nominee for Centrelink, you can act on behalf of your client for all

Centrelink matters e.g. changing your client's details with Centrelink, completing application forms on your client's behalf, advising Centrelink of any changes to your client's situation within certain timeframes.

- A product provider automatically changes the mailing address for the estate to that of your office upon receipt of formal death notification of the client (such as a death certificate).
- You are the nominated adviser on the client's investment, super or insurance policy and the client has agreed for their correspondence to be directed to your practice's postal or street address (not permitted for margin lending).
- This is subject to the following conditions:
 - You do not nominate an address outside your practice's postal or street address (e.g. your personal residential address, etc.) as the mailing or contact address.
 - If the contact or mailing address is changed automatically by the product provider in the event of the death of your client, you must forward the mail to the executor(s) of the estate immediately and make efforts to update the mailing address to that of the executor(s) of the estate.
 - As Centrelink payments are based on the information provided to Centrelink, care needs to be taken to ensure that the information you provide is correct and up-to-date. You must advise your client to contact your office or Centrelink to advise of any changes to their circumstances, and you must confirm any changes with your client before submission to Centrelink. You are not permitted to provide payment details or act as Payment Nominee under any circumstances.

PROHIBITED BENEFITS

- Solicit, accept or offer money, gifts, favors or entertainment which might influence, or appear to influence, your business judgment.
- Pay or accept remuneration/soft dollar benefits that could reasonably be expected to influence financial product advice provided, whether monetary or non-monetary. Exemptions include:
 - Monetary benefits received in relation to life insurance products up to the maximum commission rate permitted under legislation, provided the insurance product isn't a group life insurance policy within super or part of a default super fund.
 - Grandfathered payments i.e. commission or volume rebates where:
 - the agreement was in place prior to 1 July 2013 and
 - the client was invested in the product prior to 1 July 2014.
 - Employee remuneration which is a grandfathered payment as outlined above and is passed through for a purpose consistent with that of the original payment. Any other employee remuneration which may be considered conflicted must not be paid without consulting your Compliance Manager.
 - Client paid benefits relating to advice.
 - Stamping/issuer fees i.e. fees paid by a company to a licensee or adviser for raising capital or debt in that company.
 - Non-monetary benefits under \$300 which are not given on a frequent/regular basis. Those given on a frequent/regular basis must total less than \$300 over the course of the financial year. Note that product discounts are only permitted where the arrangement was in place prior to 1 July 2013.
 - Non-monetary benefits related to life insurance products, provided the product isn't a group life insurance policy within super or part of a default super fund.
 - Non-monetary benefits relating to education, training or IT software, providing the benefit:
 - has a genuine educational or training purpose that is relevant to providing financial product advice (e.g. fund manager training regarding the tax implications of their product) or carrying on a financial services business. If you attend a course,

education and training activities must take up the lesser of 6 hours a day or 75% of the time spent on the course. Any travel costs, accommodation or entertainment must be paid for by participants or their employer or licensee, or

- represents information technology software or support that is relevant to providing financial product advice to clients about the financial products issued or sold by a provider (e.g. insurance quotation software).

FAQ

Questions	Answers
What is a conflict of interest?	<p>Conflicts of interest are circumstances where the interests of a client are inconsistent with, or diverge from, your interests or the licensee's interests. It also includes conflicts between your interests and the licensee's.</p> <p>A conflict of interest can be an actual, potential or perceived conflict i.e. a conflict which might appear to influence the performance of your duties.</p> <p>To decide whether a conflict of interest exists, ask yourself:</p> <ul style="list-style-type: none"> • Would I be comfortable explaining this to my client? • Would I be comfortable if this was on the front page of the newspaper? • Would a regulator think I did the right thing by my client? <p>If your answer is 'no' or 'uncertain' to any of these questions, there may be a conflict of interest. You must notify your Compliance Manager immediately of any actual, potential or perceived conflict of interest that is not covered by this policy.</p>
If a client changes adviser, will grandfathered commission/volume bonus payments continue?	Benefits may be transferred to another representative within the same dealer group or to another employee under the same employer if the benefit was paid under a pre-1 July 2013 arrangement.
Are commissions and volume payments still grandfathered when transacting or moving between from accumulation and pension phase?	<p>Within platforms, you can still receive volume payments relating to top-ups and switches by "existing clients" (i.e. those clients who held an interest in the platform before 1 July 2014) after 1 July 2014 where there was an arrangement to pay the volume bonus in place before 1 July 2013. New investment options may be added to the platform after 1 July 2014 and grandfathering of volume payments can continue if existing clients invest in those new options.</p> <p>For non-platforms, the situation is the same i.e. existing clients completing top-ups or switching within a fund or product allows grandfathering to continue. However, if switches are made to a separate fund or product from 1 July 2014, grandfathering will cease.</p>

	Grandfathering can continue for these arrangements where a pre-1 July 2014 client moves from accumulation to pension phase where the relevant products are offered under the same platform or multi-product offering.
Are sponsorship payments from product providers permitted?	<p>Advisers must not accept sponsorship payments from product providers. The licensee may be able to accept a sponsorship payment provided none of the payment is passed to staff/advisers and it could not be considered to influence advice provided to clients e.g.</p> <ul style="list-style-type: none"> • a product will be added to/remain on the APL; • there is an expectation that there will be product provider focused advertising in events that staff attend. <p>Where the licensee and adviser are the same person these payments are not permitted. For example, where the director of the company acting as the licensee is also providing the advice, this would be a clear conflict of interest.</p> <p>Sponsorship payments in relation to life insurance are exempt, provided they do not relate to group life insurance through super or insurance in a default super fund.</p>
Is attendance at a conference or Professional Development (PD) day considered a form of conflicted remuneration?	<p>If the event does not meet education/training requirements and attendance is determined by your sales performance only and/or</p> <ul style="list-style-type: none"> • it is subsidised or otherwise paid for • it is likely to be conflicted remuneration. <p>We will ensure our conferences, PD days and sponsorship arrangements do not breach the ban on conflicted remuneration.</p>
If a fund manager contributes to cost of client seminars (e.g. \$200 towards costs) is that considered conflicted?	Any payment that could reasonably be expected to influence advice or product recommendations to retail clients is considered conflicted remuneration. This could include sponsorship type payments from fund managers and an objective assessment would need to be made if it could reasonably be expected to influence advice or product recommendations. The benefit is less likely to be conflicted if the fund manager / product issuer runs the session, bears the costs of the session and the dominant purpose of the session is education.
If I'm overseas at a conference and a fund manager pays for meals, etc., does this still need to be recorded as it is out of the country?	Assuming that the value of the meal, etc., is less than \$300 then it will not be banned. However, if the benefit is between \$100 and \$300 it will need to be recorded in the register. All soft dollar benefits must be recorded in the register regardless of how and where they are received.
If I receive a ticket or invitation for my partner or family	Any benefit you are offered for your family members is a result of your relationship with the provider of the benefit. Therefore,

<p>member to attend an event held by a product issuer, is that conflicted?</p>	<p>you must consider the whole benefit as to whether it is banned or allowed under the soft dollar benefit rules.</p> <p>If the total value of the benefit is \$300 or over it is banned. This includes the value of the ticket or invitation for your partner or family member.</p> <p>For example, you are offered a ticket to a corporate box valued at \$275 and one for your partner of the same value. If you chose to accept both tickets, this is over \$300 and banned. You cannot accept both tickets. However, you could accept the ticket for yourself as it is less than \$300; the benefit would need to be recorded in the licensee's alternative remuneration register.</p>
<p>We often use facilities (rooms) of fund managers to host team meetings or events. Is this allowed?</p>	<p>If the purpose of using the facility is for a team meeting or event then the benefit will need to be assessed under the \$300 threshold test. This is a test which applies to each individual. Therefore, if this is a team meeting and 10 team members attend and the value of the room hire is \$3,000 then you can accept the benefit. If the value of the room hire is greater, in this example of 10 team members, then you could not accept this benefit.</p> <p>However, if it is clear that this is being provided to the licensee (and not to individuals) then the \$300 rule would apply at the licensee level and therefore if the value of the room hire is \$300 or over then it may be banned.</p> <p>If the purpose of using the facility is for an education or training purpose AND the tests relating to the training and education exemption (refer to Example 1 below) are met then you can continue to use the fund manager's facilities, even if the value of the benefit equals or exceeds \$300.</p>
<p>We often use facilities (rooms) of fund managers to host team meetings or events. Is this allowed?</p> <p>What type of training can I do to make up my required CPD hours?</p>	<p>CPD hours which cover the areas of RG 146 general and specialist knowledge and skill relevant to your authorisation can be accumulated via a number of different methods including but not limited to:</p> <ul style="list-style-type: none"> • Online Articles – Specific knowledge articles with an online assessment that can be accessed via Kaplan. • Financial planning educational courses – over and above the core requirements of RG 146 relevant to your authorisation. • Assigned sessions or workshops – as advised by the licensee. • Policy training and assessments – as advised by the licensee.

	<ul style="list-style-type: none"> FPA accredited training or training undertaken with an approved industry body. <p>The total number of CPD hours able to be attained from non-FPA professional bodies will be capped at 50% of the annual CPD hour required (as per your training plan).</p> <p>The remaining 50% of CPD hours must be attained by the completion of courses, training sessions, etc. which are accredited by the FPA or under the FPA standard.</p>
I joined the licensee part way through the year. What are my CPD hour requirements?	<p>If you join during 1 July to 31 March of the training year your CPD hour requirements are pro-rated.</p> <p>If you join between 1 April and 30 April and you have not fulfilled your CPD requirements for the current year with your previous licensee, then you must meet the pro rata gap towards aggregate CPD hours set in your training plan. However, the knowledge areas are not mandatory and can be in any financial planning related area.</p> <p>If you commence between May to June of the training year, there will be no further CPD requirements imposed for that training year.</p>
I have recently become authorised in a new area; what are the CPD requirements?	<p>If you completed the relevant accreditation in the current training plan year then there will be no target knowledge areas set against for the current year. If the training was not completed in the current training plan year then the specialist knowledge area will reflect the full CPD target.</p>
I intend to cancel my authorisation, what are my CPD requirements?	<p>You will still be required to complete your target knowledge area hours for the year in full.</p>
What are the CPD requirements where I take leave of 3 months or more?	<p>You will be required to meet your annual training plan requirements in full. Any gap is to be completed within 1 month of returning to work. In addition, there may be other training that we require you to undertake. This will be advised to you in writing. Please see the Your Authorisation section for further information.</p>
What should I do if ASIC or the FPA wish to audit my training register?	<p>From time to time external bodies such as ASIC or the FPA may request that you provide your training register for inspection for compliance purposes. Before providing your training register you must contact your Compliance Manager, who will provide guidance on dealing with the external bodies.</p>
What authorisations are available under our licence?	<p>As a representative of our licence, you are authorised to advise and deal on some or all of the financial products under our Australian Financial Service (AFS) Licence. You will receive an authorisation certificate or letter that outlines the type of advice you may provide, the limitations of that advice, and any further conditions as set by us.</p>

	<ul style="list-style-type: none"> • Basic deposit products; • Government debentures, stocks or bonds; • Life investment and life risk products; • Managed investment schemes including investor directed portfolio services; • Standard margin lending facilities; • Derivatives; • Retirement savings account products; • Securities (e.g. shares); • Managed Discretionary Account (MDA) Services;# • Self-managed super funds; and • Superannuation products. <p>#Not currently offered.</p>
What information is available to the public in the Financial Adviser Register (FAR)?	<p>As the licensee, we are obliged to provide the following information to ASIC for inclusion in the FAR:</p> <ul style="list-style-type: none"> • licensee; • employment history; • membership/associations; • qualifications.