

Ascend Broking Group Limited

Vulnerable Persons Policy

For the purpose of this policy we are using the same definition for Consumers as is defined by the FCA – consumers are those that arrange insurance outside their trade or profession.

Ascend Broking Group Limited offer a face to face/telephone/post sales process to purchase commercial and consumer policies. Whilst we may not be able to change our processes to assist clients when a vulnerable client telephones, we will try to assist them taking into account their vulnerability.

Purpose

The purpose of this policy is to ensure that Ascend Broking Group Limited's procedures do not have any negative impact upon vulnerable consumers.

For the purposes of this policy vulnerable consumers are customers and prospective customers whose ability or circumstances require us to take extra precautions in the way that we deal with them to ensure that they are not disadvantaged in any way whilst operating our on-line only sales process.

Identifying a vulnerable consumer

Vulnerable Consumers – whilst not exhaustive, consideration should be given that consumers in the following categories may be vulnerable:

- age (over 75/under 19)
- lack of IT skills
- lack of English language skills
- lack of mental capacity
- lack of financial literacy
- hearing or sight impairment

When engaging with customers over the telephone it is often difficult to identify a vulnerable consumer because it is not possible to see many of the characteristics, such as body language and facial expressions, which may identify whether the prospective customer requires additional information and guidance to enable them to make an informed decision. For this reason it is critically important to listen carefully to all customers and to identify people who may be classed as a vulnerable consumer.

Typical telephone characteristics include:

- An inability to hear or understand what is being said
- Repeated questions of a similar nature
- Comments or answers which are inconsistent with the telephone discussion or which indicate they have not understood the information which has been provided.
- Verbal confirmation that they don't understand or that they require the assistance of somebody else.
- An inability to understand basic IT or common terminology.

What to do if we are engaging with a vulnerable consumer

Just because somebody is vulnerable does not automatically mean that they are unsuitable for the products and services the firm supplies. As soon as we think we may be engaging with a vulnerable consumer we should immediately make a record of the same and ensure we adhere to this policy.

When speaking to the vulnerable consumer we should:

- Provide additional opportunities for the customer to ask questions about the information we have provided.
- Continuously seek confirmation that they have understood the information that has been provided.

Ascend Broking Group Limited

- Ask if there is anybody with them who is able to assist them, and offer them the opportunity to have a family member or friend present during the conversation
- If someone is not able to hear properly offer to assist by email or normal mail

When emailing or corresponding with a vulnerable consumer we should:

- Use plain English
- Use a larger font (if the consumer has difficulty with their sight)
- Where jargon has to be used, explain the jargon
- Give full and clear explanations

If for any reason we think the customer does not understand the service which is being offered to them we will not proceed with the transaction and explain to them why.

What is mental capacity?

Mental capacity is a person's ability to make a decision. Whether or not a person has the ability to understand, remember, and weigh-up relevant information will determine whether he is able to make a decision based on that information. The person will also need to be able to communicate his decision.

The mental capacity of a person may be limited in a way which prevents them from being able to make certain decisions because of an impairment of, or disturbance in the functioning of, their mind or brain.

Making decisions

Mental capacity is always defined in relation to a specific decision at a specific time. Consequently, when considering an application for an insurance policy, we should take account of the customer's circumstances at the time at which the application or request is made.

We should take appropriate steps to identify whether or not the customer appears able to understand, remember, and weigh-up the information and explanations provided to them, and, when having done so, make an informed decision.

Mental capacity limitations can be either permanent or temporary (or be fluctuating over time).

Consequently, the fact that a person may not have had the mental capacity to make a particular type of decision in the past, does not necessarily mean that they currently do not have, or will never have, the capacity to make such a decision.

Mental capacity limitations may also be partial.

Under such circumstances the person concerned is likely to be able to make certain decisions but not others. Decisions that may require the understanding, remembering and weighing-up of relatively complex information, are likely to be more challenging for many individuals with mental capacity limitations than more straightforward spending decisions.

Amongst the most common potential causes of mental capacity limitations are the following (this is a non-exhaustive list):

- mental health condition
- dementia
- learning disability
- developmental disorder
- neuro-disability/brain injury
- alcohol or drug (including prescribed drugs) induced intoxication

Ascend Broking Group Limited

A customer may be understood to have, or suspected of having, any of these (or other) conditions which are potential causes of mental capacity limitation (for example, a mental health condition) but that does not necessarily mean that they do not have the mental capacity to make an informed decision.

In some instances, it may constitute disability discrimination for the purposes of the Equality Act 2010 (EA) to decline a customer's application for a product on a presumption that they don't have the mental capacity to make a particular decision based solely on the knowledge that they have a condition of the type listed above.

Financial literacy

Mental capacity is not the same as financial literacy although, in practice, it may often be difficult for us to differentiate a limitation of one from a limitation of the other. In terms of a limitation of mental capacity, the customer has some impairment of mind or brain function.

There are only likely to be limited circumstances in which the firm will have substantive evidence that a customer has such an impairment and, in the absence of such evidence, can reasonably be expected to (proactively seek to) establish whether or not a customer has such an impairment of mind or brain function.

IT skills

We do not operate an on-line sales process but may use email to send out information/documentation. We recognise that some customers may not have the IT skills to be able to correspond through email without support. In dealing with customers where we have identified that they lack the understanding of IT we will use another method of communication or where they do not have the technology to conclude the sale we will suggest another method of communication.

Lack of English language skills

Our policies, documentation, correspondence and website are written in English and whilst we try to ensure these are clear and not misleading, we accept that English is not the first language of all our consumers. Should we identify that a consumer does not appear to understand sufficient English to carry on a conversation over the telephone or understand our correspondence, clarity should be sought from them to ascertain that they do understand sufficiently to take out a policy. Should they state they do not understand, we will ask whether there is someone else present that we can talk to who can explain to the consumer.

Should this not be the case and we do not feel the consumer understands what they are purchasing, we will suggest they ensure they are clear as to what they are purchasing and the terms and conditions attached to the sale, prior to the purchase.

Hearing or Sight Impairment

If a consumer has hearing or sight impairment sufficient to make it hard to read normal correspondence or policy documentation or hear the staff over the telephone we will offer alternatives:

- a way of increasing the font on their computer
- e-mail or normal mail answers to any queries over the telephone
- use large font in emails or normal mail
- offer an alternative method of communication

While acknowledging that there are limits that we can reasonably be expected to go to in seeking to form a view as to whether or not a customer has, or may have, some form of capacity limitation, we should make very clear that the only purpose such information would be used for would be to better facilitate an informed service being provided.

Ascend Broking Group Limited

If a customer provides information which indicates that they do, or may have some form of mental capacity limitation that might impact on his ability to make an informed decision, this should not lead to them automatically being denied access to the product or service being sought. It should act as a trigger for us to consider what reasonable steps might be taken in order to amend our ordinary processes to ensure that the customer is treated fairly and a positive outcome results for the customer.

Data Protection

Data protection should not act as a barrier to the recording of information when by having this information it would lead to a fair outcome for a consumer.

We should:

- Record things in the customers own words
- Not make assumptions, and
- Record the needs or adaptations that the customer asks for rather than an assumed underlying condition (even if we are not able to meet their needs)

All information will be dealt with in line with the GDPR and may be shared with insurers or other parties in the course of arranging and administering the insurance policy or where disclosure is required by law.

Any medical information or criminal convictions supplied by a client is deemed, under the GDPR, to be necessary for reasons of substantial public interest on the basis Union or Member State law which is proportionate to the aim pursued and which contains appropriate safeguards. It will only be disclosed to parties as necessary for the arranging and administering of the insurance policy or where disclosure is required by law.

Each case should be judged on its own merits but a sensible approach to an individual's circumstances would be viewed as best practice.