

## Vulnerable Customer Policy

What is a vulnerable customer?

The Financial Conduct Authority (FCA) defines a vulnerable customer as "someone who, due to their personal circumstances, is especially susceptible to detriment, particularly when a firm is not acting with appropriate levels of care."

The FCA expects firms like ourselves to treat customers fairly when we are dealing with people with vulnerable circumstances.

Identifying a vulnerable customer

Our staff are trained to identify vulnerable customers so we can take extra steps to assist outside of our standard procedures. However, it is not always possible to recognise these characteristics. Therefore, if you believe you may fit the criteria for a vulnerable customer, please read this policy and notify us immediately of your particular needs.

Signs we look out for:

Do they ask us to speak up or speak more slowly?

Do they understand what we are saying, or do they miss important bits?

Do they appear confused about what is being offered?

Do they ask any unrelated questions?

Do they keep wandering off the point in the discussion and talk about irrelevant things or things that do not make sense?

Do they keep repeating themselves?

Do they take a long time to answer questions or say that someone else deals with these things for me?

Do they have a language barrier?

Do they say they do not understand their statements, a previous phone conversation or recent written correspondence?

Vulnerability groups

We recognise that certain groups of customers may be vulnerable. Whilst not all customers in these groups may be vulnerable, we will consider a customer's individual circumstances where a potential vulnerability is identified. These groups may include, but are not restricted to:

Customers with communication difficulties (including learning difficulties and English not being their first language, dyslexia).

A customer with a reduction in physical or mental capacity.

Customer with health issues - illness, whether physical or mental illness, severe or long term.

A sudden diagnosis of serious illness to the customer or close family member

Personal circumstances of the customer -- factors such as financial difficulties, bereavement, caring responsibilities, or redundancy.

The customers age particularly older and younger people. For example, a younger person may be considered inexperienced and the older person may be less technologically able.

Steps we take if we believe a consumer may be vulnerable:

We speak slowly, clearly and explain fully.

We are patient and empathise where appropriate.

We don't rush as it may sometimes take the consumer time to get relevant information together such as account details.

We keep on the subject under discussion.

We do not make assumptions about a consumer's needs.

We clarify understanding at every point and always ask if there is anything else, they would like us to explain.

We ask the consumer to explain to us what they understand the agreement to be.

We offer alternative types of communication -- phone, post, email, in person.

We do not make assumptions that the person we are dealing with is sighted as they may be unable to read or understand serial numbers or account numbers.

We do not make assumptions that the person we are talking to can hear everything we say as they may have a hearing impairment.

We always remember that the person we are speaking to may sometimes be forgetful or overly trusting and believe that a sales representative is always acting in their best interest.

We understand that some people may be lonely and welcome the opportunity just to talk to someone.

We give the consumer time to explain their circumstances fully and don't interrupt or appear impatient.

We also listen for what is NOT being said for example lack of questions about price, lack of commitment, timing of responses, extended silences.

We always ask if there is a better time to discuss matters as some people may perform better at different times of the day.

We ask if there is anyone else they may need to talk to before making the decision.

Prior to forming the contract:

We ensure that yes is a real agreement not just a "giving in".

We ensure that the consumer demonstrates that they have an understanding of the decision they need to make, why they need to make it and that they understand the consequences of making, or not making that decision.

We ask if they need to discuss the matter with anyone else, or if they would like us to explain anything else, or if there anything else we can do further to help.

We are always prepared to repeat anything to clarify understanding.

We do not assume that they fully understand all the implications of the agreement and explicitly and clearly confirm all the important points.

We ensure that the consumer is not flustered, agitated or in an emotional state when they make a decision.

We suggest that they talk it through with someone else and offer to contact them when they have had a chance to talk with the 3rd party. If appropriate we suggest that a third person could be present.

Post Contract:

If we identify communication needs, we store that information so future communication is handled appropriately.

We record that we are satisfied that the consumer completely understood everything that was discussed.

We allow consumers to make a personal declaration about their capabilities or communication needs and store this information.

Any records that are held are with the full knowledge and consent of the consumer and are deleted when the relationship no longer exists in accordance with the Data Protection Act 2018.

If we identify a person who may be in need of specialist advice which we are unable to offer: