Unsolicited Contact and Sales Policy

Compliance Policy | Global

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Replace all references to “the Company” with your organisation’s name.

Document Control

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Contents

1. Purpose

This Policy sets out how the Company prevents the unsolicited selling of financial products to Retail Customers. Cold-calling, doorstep selling and other forms of pressure-driven, Company-initiated sales contact are a persistent source of consumer harm and regulatory intervention worldwide: they exploit surprise, information asymmetry and social pressure to sell products that customers did not ask for and frequently do not need. International standards for financial consumer protection, including the G20/OECD High-Level Principles, require firms to treat customers fairly, to sell responsibly, and not to use aggressive or misleading sales techniques.

The Policy defines when contact with a Retail Customer is unsolicited, the standard of consent required before the Company may offer a financial product in a Real-Time Interaction, the channels and situations in which sales contact is permitted, the controls applied to outbound sales activity, and the monitoring, breach reporting and customer remediation obligations that follow a suspected or actual breach.

The Board of Directors has approved this Policy. The Chief Compliance Officer owns it and is accountable for its maintenance, implementation and annual review. Compliance with this Policy is mandatory. In many jurisdictions unsolicited selling of financial products is prohibited or restricted by statute, attracts civil or criminal penalties, gives customers cancellation and refund rights, and is reportable to the conduct regulator; this Policy applies as a minimum standard even where local law is silent.

2. Scope

This Policy applies to the Company and all of its controlled entities, and to all directors, employees, contractors, agents and appointed representatives, including third-party distributors, brokers, referrers and outsourced contact-centre providers acting on the Company's behalf.

It applies to all Real-Time Interactions with Retail Customers in connection with financial products issued, sold or distributed by the Company, across all channels: telephone, video call, face-to-face meetings (including in-branch, at events and door-to-door), live web chat and any other interaction in the nature of a live discussion. It applies to both Company-initiated and customer-initiated contact, because a Solicitation made during customer-initiated contact can still breach this Policy if it falls outside the purpose for which the customer made contact.

The following are outside the prohibition in this Policy but remain subject to its other sections and to other Company policies and applicable law: dealings with professional, institutional and wholesale counterparties; general advertising and non-real-time communications such as letters, emails and SMS that the customer can consider in their own time (which remain subject to electronic marketing, privacy and product governance requirements); and any exemptions prescribed under applicable local law. Staff must not rely on any exemption without written confirmation from the Compliance function that it applies in the relevant jurisdiction. Reliance on an exemption is an exception to this Policy: the confirmation must be approved in writing by the Chief Compliance Officer, who owns the exemption register and must record in it, for each confirmation, the jurisdiction, the products and channels covered, the legal basis relied on, the approval date and the expiry date. Each confirmation expires [12] months after approval, or immediately on a material change to the relevant local law, and must be re-approved on the same basis before any further reliance. Where reliance on exemptions would extend to more than [10]% of the Company's real-time sales contacts in any jurisdiction over a rolling 12-month period, the Chief Compliance Officer must report the aggregate position to the Board Risk & Compliance Committee at its next scheduled meeting, and the Committee must decide whether to impose a lower ceiling on that reliance or withdraw it. Where the Chief Compliance Officer refuses a request to rely on an exemption, the requesting Head of distribution channel may escalate the refusal in writing, within [5] business days, to the Board Risk & Compliance Committee, whose decision is final.

Jurisdictional application. This Policy states international best practice for the control of unsolicited sales contact. The Company must map the requirements of this Policy to the law of each jurisdiction in which it operates, including local prohibitions on hawking or cold-calling of financial products, telemarketing and do-not-call legislation, distance-selling and doorstep-selling rules, and statutory cooling-off rights. Where local law imposes a stricter requirement than this Policy, local law prevails.

3. Definitions

Term	Definition
Unsolicited Contact	Contact with a Retail Customer by telephone, face-to-face meeting or any other Real-Time Interaction, to which the customer has not consented, or which falls outside the scope, duration or nominated method of a consent the customer has given.
Real-Time Interaction	A communication in the nature of a discussion or conversation in which the customer is expected to respond immediately, including telephone calls, video calls, face-to-face meetings and live web chat. Communications the customer can consider in their own time, such as letters, emails and non-interactive digital advertising, are not Real-Time Interactions.
Retail Customer	An individual, or a small business the Company classifies as retail under its

	customer classification standards or applicable local law, who acquires a product or service otherwise than as a professional, institutional or wholesale counterparty.
Consent	A freely given, specific, informed and unambiguous indication of a person's wishes, given by a statement or clear affirmative action by a person with capacity, and capable of being withdrawn as easily as it was given. Silence, inactivity and pre-ticked boxes do not constitute consent.
Consent Register	The record maintained in the Company's customer relationship management system of each customer consent, including its date, scope, nominated contact method, expiry date and any variation or withdrawal.
Solicitation	Any communication that offers a financial product for issue or sale, or that requests or invites the customer to ask or apply for, or to purchase, a financial product, whether express or implied.
Cold Calling	Company-initiated Real-Time Interaction with a Retail Customer for a sales purpose in the absence of a valid, current, in-scope consent recorded in the Consent Register.
Pressure Selling	Sales conduct that uses urgency, repetition, persistence, incentives, social pressure, information asymmetry, customer fatigue or exploitation of a customer's circumstances to induce a purchase decision the customer has not freely and deliberately made and would not otherwise make.
Leading Question	A question that suggests, prompts or presumes the answer sought, such that any apparent agreement it elicits cannot be treated as positive, voluntary and clear Consent.
Outbound Campaign	Any planned programme of Company-initiated Real-Time Interaction with Retail Customers, including telephone, video, in-person and live-chat campaigns, whether conducted by staff or by a third party on the Company's behalf.
Do-Not-Contact List	Any statutory or industry do-not-call or do-not-contact register operating in a jurisdiction in which the Company sells,

	together with the Company's internal suppression list of customers who have opted out of marketing or sales contact.
Cooling-Off Right	A customer's right, whether statutory or granted under this Policy, to cancel a product within a defined period after sale and receive a refund of amounts paid without penalty.
Target Market	The class of customers described in the Company's target market statement for a product, whose likely objectives, financial situation and needs the product, including its key attributes, is likely to be consistent with, together with any conditions on how the product may be distributed.
Mis-Sold Product	A financial product issued or sold to a Retail Customer in breach of the prohibition in this Policy, including any product sold in the course of, or because of, Unsolicited Contact.
Remediation	The structured programme of activity by which the Company identifies the customers affected by misconduct, a breach or a product design or distribution failure, notifies them, and restores them as nearly as possible to the position they would have been in had the failure not occurred, including through refunds, cancellation, replacement or compensation.

4. Regulatory Framework

The key legislation, regulations and standards relevant to this document include (as amended from time to time):

Instrument / Standard	Relevance
G20/OECD High-Level Principles on Financial Consumer Protection (2022)	Establish the core expectations of equitable and fair treatment, disclosure, responsible business conduct and protection against pressure selling on which this Policy is anchored.
World Bank Good Practices for Financial Consumer Protection	Provides the reference model for sales-practice controls, cooling-off rights, consent to marketing contact and complaints-based detection of mis-selling adopted in this Policy.
G20/OECD Principles of Corporate Governance (2023)	Frame the Board's responsibility for the ethical conduct of the business and

End of preview

This is a preview extract. The complete document continues beyond the pages shown here.

The full document is supplied as a single, fully editable Microsoft Word (.docx) file immediately after purchase — including every remaining section, the definitions, the regulatory framework references and all appendices and templates.

Bracketed prompts such as [30 days] mark the points where your own thresholds, committee names and local regulatory references are inserted.