



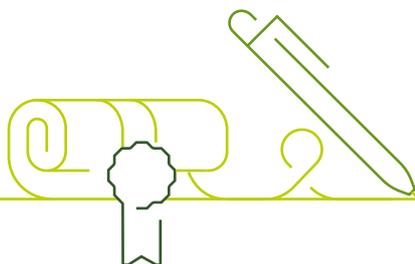
CILA Guide

to Professional Conduct



1. Introduction

Central to the role of the Chartered Institute of Loss Adjusters (“CILA” or “the Institute”) is providing guidance on the **standards of professionalism** expected of members. These are set out in this Guide to Professional Conduct (“the Guide”) which is subsidiary to the Institute’s Royal Charter (“Charter”) and Bye-Laws.



A principal objective of the Charter is to maintain high standards of professional practice. Under Article 2(m) of the Charter, the Institute is required to **ensure that members’ conduct is compliant** with the Guide (appropriate disciplinary measures to which members may be subject for breach of the Guide are set out in the Charter.)

This Guide uses the term “member” to include all classes of CILA membership (as detailed under Article 5 of the Charter), “member’s firm” to mean the firm employing a member, and “client” to mean the party that pays a professional fee in respect of the member’s professional activity.





2. Ethics and Core Principles

Integrity

A member must behave ethically and with integrity in all professional and business relationships, and must observe high standards of conduct generally, which may be contrary to their personal self-interest. Members should remember that they are engaged to act for clients and that the member-client relationship is characterised by trust and confidence. When engaged by a client in relation to their customer's claim, members should understand that they are trusted by both parties to ensure that the promise provided for in the policy is fairly and promptly delivered.



Members must conduct themselves with **courtesy and consideration** to all people with whom they come into contact and in no way discriminate on the basis of age, disability, gender, marriage/civil partnership, race, religious belief, sex or sexual orientation. In all situations, members should ensure that their communications with all parties to a claim are accurate and easily understandable and appropriately reflect the particular needs of such parties.

Objectivity

Members should be aware that giving or receiving of gifts and/or the provision of hospitality may compromise, or be perceived to compromise, their objectivity. Members must not give or receive gifts or engage in hospitality with people with whom they have a business or professional relationship where this might create an improper advantage or give the perception of such an advantage. Anything received from a client's customer or another material party to a claim would generally be inappropriate.



Members must be aware of and **comply with all applicable laws and regulations**. Members are responsible for reporting their own breach(es) of the Guide.



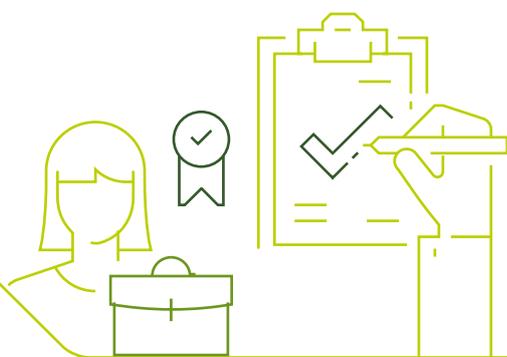


3. Conflicts of Interest

A conflict of interest arises when **members act for two or more clients who have competing interests**. In particular, a conflict exists where members, or members' firms, owe separate fiduciary duties to act in the best interests of two or more clients in relation to the same or related matters, and those duties conflict or there is a significant risk that they may conflict. A conflict of interest may interfere with, or give the appearance of interfering with, a member's ability to act ethically and with integrity, thereby undermining a client's trust in the member.

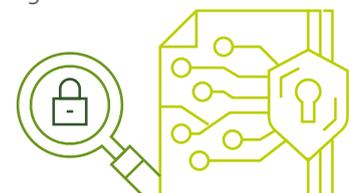


If an actual or potential conflict of interest arises, members should either **cease to act** for one or both of the clients, or should **properly disclose the nature of the conflict** to both clients. Members may only continue to act for both clients if both give their informed consent. If consent cannot be obtained from both clients, members may be able to continue acting for one of the clients so long as the duty of confidentiality owed to the other client is not put at risk and the other client's position has not been prejudiced.



Conflicts of interest are not resolved by use of an information barrier (sometimes termed a "firewall"). An information barrier is properly used to prevent the disclosure of confidential information. (For further details, see section 4).

Members **must never have a financial interest in the outcome of a claim** that they are handling e.g. shareholding or other ownership or beneficial rights in a client, their customer or other material party to a claim.



Transparency

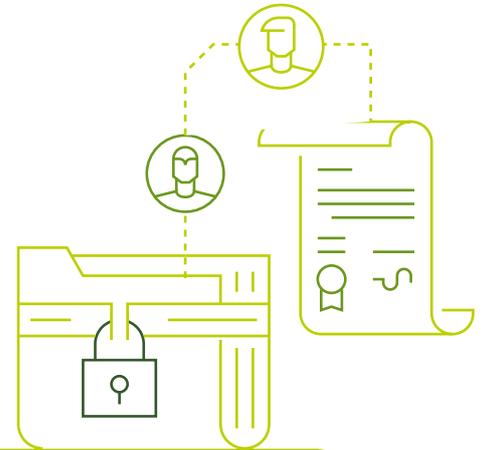
Members and members' firms must be transparent with their clients, the client's customers and other material parties to a claim regarding any perceived or improper advantage that they receive which arises from a claim, and seek their informed consent to keep such a benefit. For example, members and members' firms must declare any benefit received from the introduction of a supplier, contractor or service provider on a claim.





4. Confidentiality

Members acquire and hold confidential information, including information subject to data protection and others laws, and must ensure that such information **is not deliberately or accidentally disclosed** to unauthorised third parties. Confidential information cannot be used by members for personal advantage; the information must be used solely for the benefit of the parties in respect of whom it was obtained.



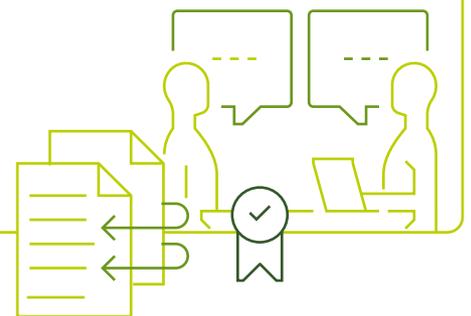
The duty to preserve confidentiality continues indefinitely and so is not dependant on the continuance of the relationship during which the information was received, even after the termination of the client's retainer. Members or member's firm may only act against a former client or for a party opposed to a former client if they are able to do so without disclosing confidential information obtained from the former client.



The duty to preserve confidentiality continues indefinitely

Legal Duty

Where members believe that they are under a legal duty to disclose confidential information they must verify that duty by seeking independent appropriate advice. Members may also wish to consult with others with demonstrable subject matter expertise within their firm.

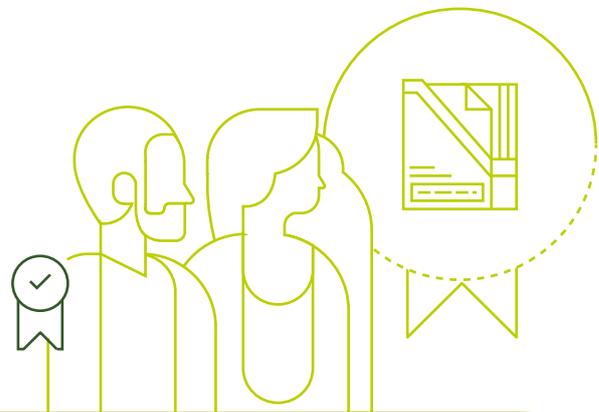




5. Technical Expertise

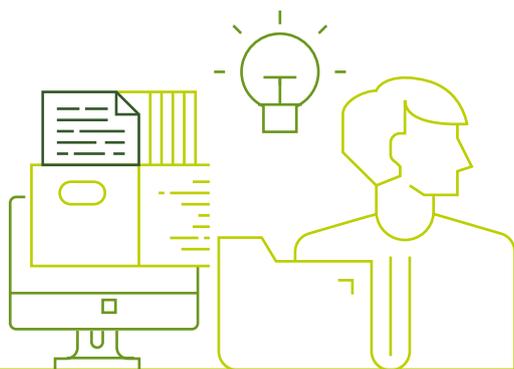
Competent

A member should only accept or perform work on a claim with which they are competent to deal with it.



Continuing Professional Development

Members must ensure that they remain current with changes in their professional environment and both comply with current Continuing Professional Development; and read and understand relevant technical guidance issued by the Institute.



Members must ensure that they remain current with changes in their professional environment





6. Complaints

Breach of the Guide

A member must report any reasonably held belief that another member has potentially or actually breached the Guide. The Institute's complaints handling procedure is available on the CILA website.

The Institute may request from any member or member's firm such reasonable information, explanation, documents and records as are required to enable it to investigate a complaint. Once a member is aware that they are the subject of a complaint to the CILA they must promptly inform their firm and consent to the provision of reasonably requested data / documentation.



The Institute's complaints handling procedure is available on the CILA website.



Cooperation

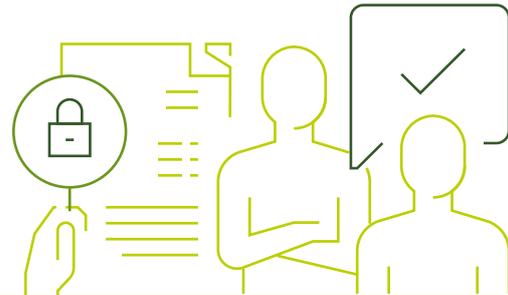
Members must cooperate with the Institute and its appointed representatives in their investigation of a complaint. This includes but is not limited to acting in a transparent and collaborative manner.

The Institute will approach any investigation and its conclusions with objectivity and fairness and will share its conclusions with its member in the first instance. The Institute will also communicate the outcome to the complainant as appropriate.



7. The Institute

Members should seek to support and promote the Institute and its objectives and ensure that their behaviour does not reflect unfavourably on the Institute.



Members should seek to support and promote the Institute and its objectives

Members or members' firms **may not use or display the Institute's crest or logo** without the written permission of the Institute. The holding of any office with the Institute may not be used to promote member or member's firm. Permission may be removed by letter or other electronic means by the Institute at any time. Members may not make any statement, comment or in any way appear to represent the Institute to any party without the prior written agreement of the Institute in every instance.