



FRS DATA RELEASE POLICY 2010

Any use of FRS data in promotional materials or information that is released to third-parties MUST be authorised in advance in writing by GfK NOP (failure to do so is in breach of the FRS/Client contract and clients will be obliged to indemnify GfK NOP).

Timing

Authorisation must be obtained from a GfK NOP Board Director, therefore a minimum of 48 hours notice is required.

The guideline criteria that GfK NOP will use are set out below. These have been provided to clients in order to help them manage their internal processes, but it must be repeated that GfK NOP ultimately reserves the right to deny any release (in its sole discretion) and in some circumstances may not be able to provide an opinion within 48 hours.

Cost

Each data release request incurs a £500 fee to cover the cost of additional analysis, data checking and verification and sign-off.

FRS data release checklist:

1. Is the data accurate?

We will check that the data being quoted is accurate.

2. Is the data properly sourced? We will want any data to be sourced to " © GfK NOP"

.The release must also quote the time period and sample size (i.e. xx,000 adults interviewed) used for the analysis. If Clients specifically want to quote the FRS, this should be "GfK NOP Financial Research Survey (FRS)"., thereby giving: © GfK NOP **Financial Research Survey (FRS) x months ending month 200x, x,000 adults interviewed**

3. Is the data robust?

We will look at the relevant sample sizes to ensure that it is sufficient to support the analysis. As a rule-of-thumb we will require a minimum sample size of 100. We may also insist that confidence intervals are added where appropriate and that any difference quoted is statistically significant at the 95% level. We can provide these statistics for an additional fee.



4. Is the data being used in an appropriate context?

We will want to make sure that the data is not at odds with the broader context e.g. if a client has a 5% share of a market (and most sub-groups in that market) but happens to have a 10% share amongst one specific sub-group, we would not accept a release around a 10% share unless it

was made clear that the share applied to only that one group. Similarly if a client has a 10% share in one quarter but had a 5% share in the three previous quarters we would not accept a release about a 10% share.

In addition, the FRS information must clearly substantiate any claims made. This means any copy used must convey the same explicit meaning as the FRS data being used to support it.

5. Is the data timely?

We will make sure that the data being quoted is based on the most recent data set available (with a large enough sample size). There must be a justifiable reason for using data more than 6 months old.

6. Does the data negatively reflect any competitors or other organisations in an explicit way?

We will not accept explicit 'knocking copy' under any circumstances. We will allow clients to quote their own market share or ranking (any difference must be statistically significant at the 95% level) against a market average, but we will not allow comparisons with other named companies. For example, we **will** allow:

- "we sell more xyz policies than any other high street provider"
- "we have the highest proportion of extremely satisfied customers"

However, we **will not** allow:

- "brand x customers regard their bank as being more flexible when in financial difficulties than bank y customers"
- "brand x has taken brand y's place as the market leader in..."

7. Indemnification

In return for our agreeing in principle to consider requests for data release clients agree that as a result of that client's breach of this policy any third party claims are made against us alleging any infringement of any third party's rights of any nature or any claim is made that our data has damaged them or their reputation in any way, clients will defend us at their own expense on a full indemnity basis and clients shall reimburse us with an amount equal to any costs, expenses or legal fees incurred by us together with any liability assessed against us by final judgement on an account of any successful third party claim against us.