

Terms of Business and Important Disclosure Information

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OUR TERMS OF BUSINESS

These are our standard terms of business on which we will provide our services to you.

Your direction to bind coverage and/or your payment related to your insurance placement will be deemed your signed written agreement to be bound by the provisions of these terms of business. Any failure by us to enforce any right or obligation under these terms will not in any way limit or waive our right to subsequently enforce such right or obligation. If any part of these terms becomes invalid or unenforceable for any reason whatsoever, the remaining terms will continue to apply subject to any modifications as is necessary to continue to give them effect.

These terms are governed by the laws of New Zealand and the parties submit to the exclusive jurisdiction of the New Zealand Courts.

We shall be entitled to rely on all instructions without further enquiry, including written, e-mail, and phone instructions.

If you have any queries or are in doubt about the extent of cover under any policy or your obligations, please contact us.



ABOUT US

We have been providing clients all over New Zealand with effective insurance solutions since 1991. Our administration office is based in Feilding; however, we provide service to our clients all over New Zealand.

We are specialists in the Fire and General Insurance Industry and from a pool of over 20 underwriters we have access to a wide range of products covering;

- Commercial Insurance
- Farm Insurance
- Domestic Insurance

Our focus is on providing personal service to our clients. This includes providing products which suit their individual needs and yet maintain affordability. We work hard to maintain relationships with our clients to ensure that their changing needs are met with a minimum of disruption to their business.



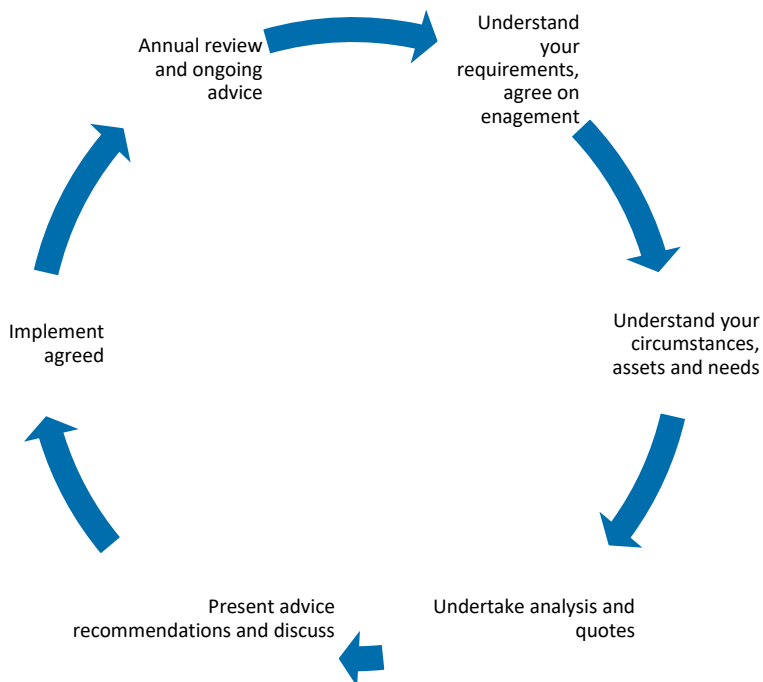
P & C Insurance are members of the Steadfast Group which is the largest Insurance Broking network in Australasia. Membership of the Steadfast group enables us to benefit from their scale and strength whilst retaining local ownership.





SCOPE OF ADVICE

We will complete a needs analysis with you to understand your personal and/or business circumstances and make recommendations to provide you adequate cover. Each year we will discuss changes and reassess your insurance cover and advise you of any changes. We will guide through the below advice process.



We advise on both domestic and commercial products, across various industries as well as risk management practices within your business operations. We do not provide safety inspections, valuations or advice on every potential hazard or threat to your business. We do not provide advice on tax, regulatory, legal or accounting matters. We recommend you seek expert advice on these matters.

We are not restricted to using any particular insurer, this allows us to compare quotes to provide you the terms best suited to your needs. We will generally recommend insurance products from insurers we or our broker group, Steadfast, have arrangements with, as the negotiated terms are generally better. We will disclose these arrangements to you when making recommendations.

As your insurance broker we will make recommendations to you regarding insurers based on your requirements, however, the final choice of insurer will remain with you.

We will provide assistance with the preparation, management and negotiations involved in any claim you need to make on a policy we have arranged on your behalf.

We will negotiate with insurers on your behalf and will keep you informed of any significant developments. We will do our best to ensure that policies and endorsements for insurance we place on your behalf are issued by your insurers promptly and correctly. These documents detail the precise terms and conditions relating to the insurance we have arranged for you and are important. We recommend you keep these documents in a safe place. While we will endeavour to provide you with relevant and up to date information, we are not responsible for the accuracy or reliability of information we receive from an insurance company or reinsurer, which we then forward to you.



REGISTRATION AND CODE OF CONDUCT

Property & Commercial Insurance Brokers are Registered on the New Zealand Companies Office Financial Service Providers Register. The Financial Markets Authority has granted Property & Commercial Insurance Brokers a Full Class 2 Financial Advice Provider Licence with effect from 15 September 2022. The Financial Advice Provider Licence is subject to conditions contained in the Financial Markets Conduct Act 2013.



We are members of the Insurance Brokers Association of New Zealand Inc. (IBANZ). We subscribe to the IBANZ Code of Professional Conduct. There are thirteen standards within the Code of Professional Conduct as follows:

Standards for Ethical Behaviour, Conduct and Client Care:

1. Always treat clients fairly
2. Always act with integrity
3. A member who gives financial advice must ensure that the financial advice is suitable for the client, having regard to the nature and scope of the financial advice
4. Reasonable steps must be taken to ensure that the client understands the financial advice they are given
5. Reasonable steps must be taken to protect client information against loss and unauthorised access, use, modification or disclosure.
6. A member must not state or imply that the member is independent, or that any financial advice is independent if a reasonable person on the position of a client would consider that the member or the services provided are not independent.
7. A member must not borrow from or lend to a retail client
8. A member must not provide premiums, pricing or terms for insurance to clients or potential clients without the written support of an underwriter for the premiums, pricing or terms
9. A member must ensure there is an appropriate internal process in place for resolving client's complaints in relation to the members financial advice
10. Members shall at all times comply with all Acts of Parliament, and Regulations under them, that regulate their business activities.

Standards for Competence, Knowledge and Skill:

11. The member must have general competence, knowledge and skill. The standard of general competence, knowledge, and skill is that the member has capabilities equivalent to the general qualification outcomes of the New Zealand Certificate of Financial Services (level 5) approved by the New Zealand Qualifications Authority.
12. A member must have particular competence, knowledge and skill for product advice. A member must not give financial advice that includes a recommendation or opinion about acquiring or disposing of (or not acquiring or disposing of) a financial advice product unless the member meets the standard of particular competence, knowledge, and skill for product advice. The standard of particular competence, knowledge, and skill for product advice is that the member has the capabilities equivalent to the qualification outcomes of the relevant strand of the New Zealand Certificate in Financial Services (Level 5) approved by the New Zealand Qualifications Authority in January 2019 (NZQA reference 2315). The relevant strand means the specialist strand of the certificate that is most relevant to the type of financial advice product to which the financial advice relates. If the financial advice relates to more than one type of financial advice product, the relevant strand means the strands that are most relevant to all those products
13. A member who gives financial advice must undertake continuing professional development as follows: members must, at least annually, plan for and progressively complete learning activities designed to ensure that they maintain:
 - the competence, knowledge, and skill for the financial advice they give
 - to the extent relevant to the financial advice they give, an up-to-date understanding of the regulatory framework for financial advice in New Zealand. Financial Advice Providers must, at least annually, review their procedures, systems and expertise to ensure that they maintain the capabilities



CONFLICTS OF INTEREST

We make every attempt not to have a situation where there is a conflict of interest. Should a situation arise where a conflict of interest would be perceived we declare it as soon as it is practical to do so.

Whatever the circumstances, we will act in your best interests, and, if a conflict of interest arises for which there is no practicable solution, we will withdraw unless you wish us to continue to act for you and provide us with your written consent to that effect.

We do this:

- Inform clients about any actual or potential conflicts, even if these conflicts have not influenced the opinions or recommendations, we may have given them.
- If we have any concern that an action might create a conflict, we do not take that action.
- Exclude ourselves from business decisions which impact on our family members or associated entities.
- Obtain our Financial Advice Providers prior written consent before engaging in any outside employment or role that has the potential to create an actual, potential or perceived conflict of interest.
- Record conflicts which have been identified on our Conflicts Register along with mitigating actions where required. The register is updated as required and reviewed annually.

We don't do this:

- Accept any gifts.
- Solicit or request gifts, hospitality or favours from clients or any other parties that may result in a perceived or actual conflict.
- Put ourselves in situations where we may derive personal benefit from actions or decisions made in our official capacity.



HOW WE GET PAID

We receive brokerage from insurers in accordance with normal market practice on any insurance we arrange for you. As a general rule, the brokerage we receive is a percentage of the insurers' base and earthquake premium, but not Fire Services Levies, GST or any other Government charges, taxes or levies. The brokerage ranges from 6% to 25%.

We may charge you a broker administration fee to enable us to deliver and maintain a high level of service. We will provide details of these commissions and administration fees when we make recommendations to you.

It may, at times, be appropriate (and for your benefit) for us to use other parties such as Wholesale Brokers, Excess and Surplus Lines Brokers, Underwriter Managers, managing general agents and other insurance intermediaries. These parties may also earn and retain commissions for their role in providing products and services for you.

You may also choose to use a premium finance company or other services provider in connection with the insurance we provide to you. We may be paid a commission by the premium funder. We may also charge you a fee (or both). The commission that we are paid by the premium funder is usually calculated as a percentage of your insurance premium (including government fees or charges).

If we are in a position to refer you to another provider for a product outside of our Scope of Service, we may receive remuneration for this referral. Likewise, if a person has referred you to us, we may pay them a commission. This will not result in any additional cost to you for the services provided.

Some of the insurers we do business with give us other benefits such as conference sponsorship, training and invitations to social business functions. These benefits do not result in any additional cost to you for the services provided.

We have payment arrangements with insurers as provided in the Insurance Intermediaries Act 1994. As a result, we may earn investment income from handling premium funds.

You agree that brokerage and fees are fully earned by us once a policy of insurance is placed for the period of the contract and we shall be entitled to retain all fees and brokerage in respect of the full period of the contract in relation to contracts placed by us notwithstanding that you decide to withdraw our appointment mid-term.

CLIENT MONEY

We will treat any balances held by us for you in accordance with our practices and in accordance with our regulatory obligations. This means that client money will be held separately from our own money. Please note that your money may be transferred to another person or party (such as another insurance intermediary) where such transfer is required in order to carry out services to you.

We do not pay premium to underwriters on your behalf until we have received it from you. However, in the event that we make any payment to you prior to our being in receipt of relevant funds from either yourself, underwriters or other third party, we shall be entitled without prejudice to any other remedy available, to recover that amount by way of deducting that sum from any amount due to you, whether on the insurance upon which we have made payment to you on your behalf, or on any other insurance we handle for you.

COMPLAINTS AND DISPUTES

We are committed to providing the highest quality service to our clients. However, from time to time a client may express dissatisfaction with the experience they have received.

A complaint is an expression of dissatisfaction made to us, or to a person engaged by us, in relation to our Financial Advice Service, or the complaints handling process itself, where a response or resolution is explicitly or implicitly expected.

A complaint can also arise when the matter relates to a failure to provide a service or give advice.

Our Financial Advice Providers Licence requires our brokerage to have a fair, timely and transparent process in place for resolving client complaints relating to our Financial Advice Services. Managing client complaints well is fundamental to providing good client outcomes. This policy sets out our approach.

We do this:

- We deal with complaints in a fair, timely and transparent manner.
- We encourage all complaints to be put in writing by letter or email and we retain records that set out the complaint, any actions we take in dealing with it, and the dates of those actions.
- We formally acknowledge receipt of all complaints within five business days of receipt and advise the client about our internal complaints process and our DRS.

- We record all complaints in our Complaints Register.
- We ensure that responsibility for resolution of the complaint is assigned to the appropriate individual in our brokerage.
- We keep the client informed regarding the progress of their complaint.
- Where no action is taken in respect of a complaint received, we record the reasons for not taking any action.
- If a complaint cannot be resolved, we inform the client about taking the matter to our Disputes Resolution Service.

We don't do this:

- Treat complaints as trivial or unimportant.
- Keep them to ourselves and not communicate them to the appropriate people internally (or externally).
- Discourage clients from engaging with our Dispute Resolution Body should that be the most appropriate course of action for them.
- Delay or prolong resolution of complaints unnecessarily.
- Conduct ourselves in an impersonal or legalistic manner.



YOUR PRIVACY

We respect the privacy of your personal information. This Privacy Policy sets out how we collect, store, use and disclose your personal information, which we do in accordance with the Privacy Act 2020.

What personal information we collect

In New Zealand, under the Privacy Act 2020, "personal information" means information about an identifiable individual. We collect certain types of personal information about you, including:

- information in relation to the application for, provision and administration of insurance, such as your contact details, date of birth, employment details, details of previous insurances and past insurance claims and criminal records;
- financial, billing and invoicing information;
- if you visit our website, we will collect personal information that you submit, such as via online forms; and
- any other personal information you otherwise provide to us.

If you do not provide us with the information that we need, we or any of our third-party service providers may not be able to provide you with products or services.

How we collect your personal information

We may collect personal information in a number of ways, including:

- directly from you via our website, telephone, in writing or email; and/or
- indirectly from third parties, if necessary. For example, your employer, referees, insurers, premium funders and other third-party service providers or publicly from available sources.

You authorise us to contact such third parties for the purposes of providing you with the information or services that you have requested.

Our purposes for using and disclosing your personal information

We use and disclose your personal information for the purposes of providing our services to you and related purposes. Such purposes include:

- assessing and managing your insurance application and policy;
- managing and processing payments;
- communicating with you about our products and services;
- administering claims;
- statutory or regulatory reporting; and
- any other purpose notified to you at the time your personal information is collected.

Disclosure of your personal information

We will disclose your personal information to:

- insurers, reinsurers, other insurance intermediaries, insurance reference bureaus and industry bodies;
- assessors appointed by insurers to assess or investigate your claims;
- others named on your policy as co-insureds;
- service providers engaged to provide services to you in relation to your insurance (such as providing repairs);
- third parties who help manage our business and provide our services, including our third-party service providers, such as payment system operators, IT suppliers, lawyers, accountants and financial institutions;
- any other entities notified to you at the time of collection; and
- courts, law enforcement, regulators and other government agencies to comply with all applicable laws, regulations and rules.

Other than when required or permitted by law, as specified in this Privacy Policy or where you have provided your consent, we will not disclose your personal information. Nothing in this Privacy Policy prevents us from using and disclosing to others de-personalised aggregated data.

Transfer of personal information overseas

We may disclose your personal information to third party service providers and/or insurers who may process your personal information either on our behalf or otherwise for one or more of the above-stated purposes.

Some of the third-party service providers to whom we disclose personal information are located in countries outside New Zealand, such as Australia, India, England and the Philippines. Overseas disclosure of your personal information will only be made for one or more of the purposes specified in this Privacy Policy.

We will take appropriate steps ensure that transfers of personal information are in accordance with applicable law and carefully managed to protect your privacy rights, such as by ensuring disclosures are limited to recipients who are subject to privacy laws which are recognised as providing a comparable level of legal protection as the Privacy Act 2020 or where we can be satisfied that alternative arrangement are in place to protect your privacy rights.

Your obligations when you provide personal information of others

You must not provide us with personal information of any other individual unless you have the express authorisation of that individual to do so. If you do provide us with such information about another individual, before doing so you:

- must tell that individual that you will be providing their information to us and that we will handle their information in accordance with this Privacy Policy;
- must provide that individual with a copy of (or refer them to) this Privacy Policy; and
- warrant that you have that individual's consent to provide their information to us.

If you have not done this, you must tell us before you provide any third-party information.

Your obligations when we provide you with personal information

If we give you, or provide you access to, the personal information of any other person, you must only use it:

- for the purposes we have agreed to; and
- in compliance with applicable privacy laws (including the Privacy Act 2020) and this Privacy Policy.
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You must also ensure that your agents, advisers, employees and contractors meet the above requirements.

Accuracy, access and correction of your personal information

We take reasonable steps to ensure that your personal information is accurate, complete and up-to-date whenever we collect, use or disclose it. However, we also rely on you to advise us of any changes to your personal information. Please contact us as soon as possible if there are any changes to your personal information or if you believe the personal information, we hold about you is not accurate, complete or up-to-date.

You can make a request to access your personal information or to have it corrected by contacting us using the contact details below. If you make an access request, we will provide you with access to the personal information we hold about you unless otherwise required or permitted by law. We will notify you of the basis for any denial of access to your personal information. We may charge a fee where permitted by law.

Security of your personal information

We take reasonable steps to protect any personal information that we hold from misuse, interference and loss, and from unauthorised access, alteration and disclosure. However, data protection measures are never completely secure and, despite the measures we have put in place, we cannot guarantee the security of your personal information. You must take care to ensure you protect your personal information. You should notify us as soon as possible if you become aware of any security breaches. Where required by law, we will notify you of any notifiable privacy breach concerning your personal information.

Updates of Privacy Policy

We reserve the right to amend our Privacy Policy from time to time to ensure we properly manage and process your personal data.

How to make a complaint

If you wish to make a complaint about a breach of this Privacy Policy or any breach of applicable privacy laws, you can contact us using the contact details below. You will need to provide us with sufficient details regarding your complaint together with any supporting evidence and information. You can also complain to the Privacy Commissioner (see www.privacy.org.nz).



MARKET SECURITY

We assess the financial soundness of the proposed insurers and markets we recommend using public information, including that produced by recognised rating agencies. However, we will not in any circumstances act as an insurer nor will we guarantee or otherwise warrant the solvency of any insurer or market used for your requirements. As a consequence, the decision regarding the suitability of any insurer or market rests with you. If you have any concerns regarding any insurers recommended for your insurance requirements you must advise us as soon as possible and we will discuss them with you.



TERMINATION OF AGREEMENT

You may cancel our appointment at any time however we will not cancel your contract of insurance without instruction from a person who is authorised to represent each of the parties who are named as insureds in the contract of insurance or the approval of any interested parties noted on the contract. We cannot cancel a policy without the insurer's approval and some insurance contracts contain a non-cancellation clause or cancellation penalties which, for the avoidance of doubt, you will be responsible for paying.

Upon such cancellation we will cease providing you service and:

1. Withdraw from any negotiations in progress, including, without limitation, any claims or renewals of policies;
2. Return any premiums we have received from you but not yet dispersed; and
3. Upon request, deliver to you copies of relevant correspondence we have had with your insurer in respect of any current claim.

If a contract of insurance is cancelled before expiry of the period of insurance, we may refund the net premium we receive from your insurer(s). We will not refund our fees or commission earned when the policy was first arranged.

We may at our discretion withdraw our services at any time by writing to you. Should we withdraw our services; any contracts of insurance arranged by us will remain in place until such time as you are advised by the underwriter that the contracts have been cancelled.



LIMIT OF INDEMNITY

Our aggregate liability for breach of contract, negligence, breach of statutory duty or other claim arising out of or in connection with this Agreement or the services provided hereunder shall be limited as follows to the extent permitted at law:

- a) In respect of personal injury or death caused by our negligence, no limit shall apply;
- b) In respect of any fraudulent acts (including theft or conversion) or wilful default by us, no limit shall apply;
- c) In respect of other claims, the total aggregate liability of us shall be limited to the sum of NZD \$10 million; and
- d) Subject to clauses (a) and (b) above, in respect of the following losses: loss of revenue, loss of opportunity, loss of reputation, loss of profits, loss of anticipated savings, increased costs of doing business or any other indirect or consequential loss, we will have no liability in any circumstances.



YOUR OBLIGATIONS

- You have a general duty of disclosure. You are responsible on an ongoing basis for providing us with all material facts relating to the insurance contracts we arrange on your behalf. Material facts are those that would influence an insurer when they were deciding whether to accept the risk, and the terms and conditions that would apply. Failure to provide full and accurate information may mean that your cover is reduced, cancelled, or if the non-disclosure is fraudulent, the insurer may be able to avoid (cancel) the contract from the beginning. If you are in any doubt as to what facts are considered to be material you should disclose them to us.

- You must provide accurate, complete and timely information to us. You are responsible for all information you provide in any proposal, claim form or other material document. We are not responsible for checking the accuracy or completeness of any information you provide to us or any insurer. We will not be responsible for any consequence resulting from a failure by you to disclose all material facts to an insurer (including, without limitation, the possibility of your insurance policies being rendered void or limited).
- You must advise us of any change that might affect your insurances. This may include acquisitions, disposals, mergers, sale of principal assets, material changes to business operations, use of property or a change of drivers.
- If you want to vary any insurance for example, by increasing the sum insured or adding other property, you must provide us with details of the changes you require and any other information you need to disclose to insurers. Any adjustment to the premium as a result of such variation will be advised to you.
- You must advise us (or your insurers) as soon as is reasonably practicable of an event or circumstance that may give rise to a claim or potential claim. If you do not inform us (or your insurers) of such a claim or potential claim you may prejudice your rights under your insurance contracts. You will be advised if you need to complete a claim form or produce documentation to support your claim.
- After receiving your insurance documents from us, you should check them and advise us promptly of anything that does not meet your requirements. Any errors should be notified to us immediately.
- You must pay premiums when due as set out in our invoices, unless premium funding has been arranged. Invoices detail the premium, commissions, statutory charges (government levies and GST) and fees (if applicable) for all new business and renewals and mid-term variations. If you do not pay the premium on time, we are required to advise the insurer. In that event, the insurer may have the right to cancel the insurance and you will not be insured. The insurer may also charge a short-term premium for the time they have insured the risk.
- If anyone has an interest in the subject matter of this insurance and their interest is to be protected they must be referred to and noted in the Policy. You must advise us of any such interests so that we may inform your Insurers. If Insurers are not advised then the other person may not be protected by the policy.



CONTACTING US

Should you need to contact us our details are:

Postal: P O Box 4
FEILDING

Physical: 54 Stafford Street
FEILDING

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Website: www.pcinsurance.co.nz

Phone: 0800 724 678 (0800 PCINSURE)