

Terms of Trade between Woodward Insurance Brokers LTD and YOU

1. Agreement and services

- 1.1 These Terms of Trade (Terms) govern and apply to all services that we, Woodward Insurance Brokers LTD and its representatives, supply to you.
- 1.2 Unless otherwise specified and agreed in writing with you, by retaining our services to act on your behalf, you will be deemed to have accepted these Terms including any, and all, variations.
- 1.3 These Terms apply until they are varied by agreement in writing between us, or until our appointment is cancelled. We may vary the services we provide you from time to time, on providing notice to you.
- 1.4 We offer the following services to assist you in making informed decisions around insurances that are to meet your current needs and/or wants:
 - a) Reviews of your current insurance in order to obtain better prices and/or better terms for you.
 - b) Eliciting quotes from insurers against your current insurance policies in order to find the deal most beneficial to you.
 - c) Analysis of your situation/risks and providing recommendations and quotes to meet and mitigate such conditions.
 - d) Providing quotes, advice and/or act as your broker/adviser and or financial adviser on insurances.
- 1.5 We are not required to provide services that are not within the scope of the services agreed on with you in relation to financial products outside of the agreed scope.

- a) If it is not possible to provide something agreed on within the scope of services, you will be notified.

1.6 Our services are limited to the provision of insurance broking, risk management and financial advice. Under no circumstances do we or will we act as an insurer. Nor do we provide safety inspections, valuations or advice on every potential hazard or threat to your business.

2. Our responsibilities

2.1 We are registered members of:

- a) The Insurance Brokers Association of New Zealand (IBANZ) and are registered Financial Advisers under the Financial Advisers Act 2008 which allows us to provide personalised financial advice and services to clients. As such, we are subject to all applicable New Zealand laws and codes under jurisdiction of the New Zealand courts. We also subscribe to the IBANZ code of Practice which can be found at www.ibanz.org.nz.
- b) Steadfast NZ Limited (Steadfast), which provides us with technology platforms, management, marketing, professional, technical and buying benefits and services support.

2.2 We will put you and your interests first and perform our services with all due care, diligence, skill and integrity, based on the circumstance and demands that you have advised to us.

2.3 We reserve the right to decline to act on your behalf in the case of a conflict of interest. Should a conflict occur, we will contact you in order to find a suitable solution.

2.4 We will provide you with sufficient information presented in a clear way, taking reasonable steps to ensure your understanding, so you can make an informed decision in regards to engaging our services and choosing a policy that meets your needs.

2.5 Upon our receipt of premiums and related statutory charges from you, we will arrange for their timely disbursement to the relevant insurers.

2.6 We will negotiate with insurers on your behalf and will use our best endeavours 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 relation to the insurance we have arranged for you and the information contained in them is important. You should carefully read these documents to confirm they meet your requirements, storing these documents safely.

- 2.7 We may provide you with assistance in placing and servicing overseas insurances, or the management of overseas risk and may engage the services of a third-party consultant to assist us with the provision of such services.

3. Your responsibilities

- 3.1 You are responsible for the provision of;
- a) relevant, accurate and honest information and facts that are material to, or may influence the assessment of risk by an insurer;
 - b) relevant material information in the event of a change in your circumstances.
- 3.2 You are responsible for checking the accuracy of all information presented to you in the forms of quotes and policies. Should you find errors, inconsistencies, or incorrect information, you must inform us as soon as practicably possible to avoid penalties including, but not limited to, cancellation of policies or reduction of cover. Should you lose your policy document, please let us know and we will provide you with another copy.
- 3.3 We cannot guarantee that all risks to your assets, person or business will be covered by any insurance we arrange on your behalf. You should carefully read all policies and other documentation we issue so you understand what is or is not covered.
- 3.4 Should you be unsure or do not understand something that is presented to you, it is your responsibility to ask for clarification in order to make an informed decision.
- 3.5 We will comply with our obligations under in the Health and Safety at Work Act 2015. If you are in business or farming, in order to keep both you and our staff safe in your workplace, you are also subject to all applicable health and safety laws and guidelines as set forth in this Act. In your home, should there be any hazards we would expect to be informed of such hazards in order to keep our staff safe.

4. Information Collection, Storage (Privacy Act 2020) and Duty of Disclosure

- 4.1 Collection of information will be done by a representative of Woodward Insurance Brokers LTD who are, under New Zealand law, able to provide services and advice in regards to life, health, fire and general, and other insurance products.
- 4.2 We respect the privacy of your personal information and only relevant information that will be used for the provision of services will be collected from you.

4.3 Information will be collected directly from you unless:

- a) the information is publicly available; or
- b) you have expressly authorised the collection of data from a third party in order for us to provide you with the services you have requested.

4.4 Personal information that we collect from you will include:

- a) Information in relation to the application for, provision and administration of insurance including your name, date of birth, employment details, health information, details of previous insurances and past insurance claims, and criminal records.
- b) Financial, billing and invoicing information.
- c) Any other relevant personal information that you may otherwise provide us.

4.5 All reasonable steps will be taken to keep your information safe. Information gathered by Woodward Insurance Brokers LTD will be kept in hard copy, digital formats and may be held remotely in a secure electronic storage system. Should you be subject to a privacy breach you should notify us as soon as possible. Where required by law, should a notifiable privacy breach occur, we will notify you.

4.6 You understand and acknowledge that files (paper, digital and those that may be held remotely in secure electronic storage systems) containing your information will be held by us for a minimum of 7 years after the termination of engagement, agreement or policy end/cancellation date. At this time, you authorise us to destroy all files held in an appropriate manner without further consultation with you.

4.7 Should you give fraudulent facts, or deliberately omit material information that will be used by an insurer to undertake a risk assessment, this may result in your policy being voided from the inception, cancelled or claims cover being reduced or declined.

4.8 You have the right, at any time, to request access to the information held by us about you and to request information to be corrected. Requested information will be provided within 20 working days of a written request for information. To request your information, please contact us on 0800 822 122 or email us at admin@woodwardinsurances.co.nz .

4.9 Access to some information may be denied should:

- a) your file contains details or information that relate to another person; or
- b) the disclosure of information would pose significant risk of harassment, or a serious threat to the health of an individual or to public health or safety; or
- c) the disclosure of information would pose a threat to national security.

4.10 It is your responsibility to keep your information, correspondence, and paperwork in regards to policies, possible claims, and receipts for claims, work done and services in good order should you be called upon to produce them.

5. Usages of Your Information by Us

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

- a) Assessing and managing your insurance application and policy;
- b) Managing and processing payments;
- c) Communicating with you about our products and services;
- d) Conducting market or customer research;
- e) Administering claims;
- f) Developing, establishing and administering alliances and other arrangements with other organisations in relation to the promotion, administration and use of our services;
- g) Telling you about our other service offerings which we believe may be relevant (if you have requested to receive this);
- h) Statutory or regulatory reporting;
- i) Internal or external audits; and
- j) Any other purpose notified to you at the time your personal information is collected.

6. Confidentiality and Disclosure of Personal Information

6.1 We will hold any personal information that you provide to us in accordance with the Privacy Act 2020. Any such information that we request from you will be used pursuant to the provision of the services.

- 6.2 Any information gathered by us for the purposes of providing our services to you, will not be shared with another source outside of the services provided by us in this agreement, unless given express consent by you, except where disclosure is required by law or where the information is already in the public domain.
- 6.3 Information provided by you or any authorised agent, will be used by me/us and any members of my staff for the purpose of providing service and advice to you and may also be used by all, or any of the following:
- a) product or service providers when implementing any of my/our recommendations or variations thereof;
 - b) co-insureds expressly named on the policy;
 - c) compliance advisers, assessors or by any claims investigators who may need access to such information;
 - d) other third-party service providers such as solicitors, accountants, finance brokers, financial planners, or other contractors when such services are required to complement this advice and service;
 - e) Service providers that provide services to you in relation to your insurance ie builders, panel beaters, electricians etc.;
 - f) Any government body, agency, law enforcement and courts in order to comply with all applicable laws, regulation and rules; and /or
 - g) Any other entities notified to you at the time of collection.
- 6.4 Your information will be made available those staff of this agency that require it for the provision of services agreed to in these Terms.
- 6.5 Some of the third-party service providers to whom we disclose personal information are located in countries outside New Zealand, such as (including, but not limited to) Australia, United Kingdom, United States of America, India, Singapore, Malaysia, Philippines and Vietnam. In this regard, unless exempted by the Privacy Act 2020, we would have sought your express authorisation to do so prior to the transfer of your personal information overseas. Overseas disclosure of your personal information will only be made for one or more of the purposes specified in these Terms.

- 6.6 We will take appropriate steps to 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 arrangements are in place to protect your privacy rights.
- 6.7 Unless you instruct us not to do so, we may also contact you in connection with other products or services that we feel may be of interest or benefit to you .

7. Remuneration

- 7.1 The commission we receive is a percentage of the premium payable by you (excluding government charges, levies, and taxes). Some insurers may pay us more than others. The rate of commission can vary according to the type of insurance and cover provided and the way the transaction is arranged.
- 7.2 If we, on instruction, arrange premium funding for you, we may earn a commission from the premium funder. This is usually calculated as a percentage of the amount funded usually of between 0-3%. The details of your premium funding arrangement will be set out in your separate agreement with the premium funder.
- 7.3 In addition to receiving commissions and brokerages from insurers, we may charge you a fee for additional services you wish us to provide. We charge an invoice fee of \$5.75 for each invoice provided by us. Other fees and services must be mutually agreed on prior to the provision of the agreed services. These fees for services that are agreed on in writing will be considered to be part of the Terms in regards to the contract between us and will be binding on us both.
- 7.4 Where we arrange the placing and servicing of insurance overseas, our overseas representatives may also receive remuneration from the relevant insurer.
- 7.5 Commissions may be shared with third parties whether paid to, or received, in conjunction with insurance products. For example, contracting or referral relationship, or service provider.
- 7.6 We reserve the right to set off any outstanding sums that you owe us in connection to any policy of insurance, from any money we receive on your behalf in relation to that insurance.
- 7.7 We reserve the right to make an administration charge for issuing replacement policies, certificates, copy policies or certificates requested by any parties.

- 7.8 In the event of a policy being cancelled mid-term and not replaced by another policy, we will refund the returned premium we receive from any insurer subject to any cancellation or administrative fee imposed by that insurer. In these circumstances we do not refund any proportion of any commission, brokerage or fee we have received.

8. Payment

- 8.1 Unless otherwise agreed, payment is due on the date specified on the invoice for fire and general type insurances. It is your responsibility to ensure that payments are on time or your policy may be cancelled, and you will be uninsured. The insurer may also charge a short-term premium for the time they have insured the risk. You may be charged interest and/or fines and penalties for the late payment of any government or statutory charges as previously referred to. Your policy may be cancelled if:
- a) You do not pay your premiums within the time agreed with the insurer or;
 - b) Advise us of circumstances, in advance, that may prevent payment of premiums or fees as set out on your invoice.
- 8.2 Payment of these invoices are paid to a premiums/fees/taxes/levies/ brokerage account in which is deemed to be the insurer's money and from there the insurer, EQC, Fire Emergency, offshore insurer NZ inland revenue withholding tax, and our brokerage commission will be settled to the appropriate provider.
- 8.3 The fire and general invoices may be funded by your choice via an invoice funder that we will engage on your behalf in which they will settle the invoice and you will pay them on a frequency mutually agreed upon, this will cost more than if you have paid the whole invoice up front.
- 8.4 Payment for life, trauma, TPD, income, medical, and other risk insurances are generally paid by you direct to the insurer.

9. Termination

- 9.1 Either party may terminate this agreement by giving written notice of termination to the other party. The termination will become effective from the date specified in the written notice and may be immediate.
- 9.2 In the event of termination of this agreement, all services provided to you by us, will cease and;

- a) all outstanding claims will revert to you or your newly appointed professional to handle from the date of termination;
- b) we will withdraw from any negotiations on your behalf with insurers in regards to, but not limited to, policy renewals or claims;
- c) Appropriate correspondence will follow within 30 days of the termination of Terms;
- d) Any commissions or brokerage may be still paid to us for the course of your Policy and we may sell the rights of this renewal commission or brokerage to another professional. We may provide the other professional with part or full access to the information held by us in regards to you.
- e) We will pay any premiums we have received from you , but have not yet been disbursed, to your insurer unless agreed by the insurer in writing; and upon request, deliver to you copies of relevant correspondence we have had with your insurer in respect of any current claim.

9.3 You understand and acknowledge that termination of our services does not necessarily mean that your Policy/Policies will terminate but only the provision of services that we supply to you. No Policy held by you will be cancelled by us after this agreement is terminated, unless we receive written instruction from the insured person on each Policy.

9.4 Termination of our services by **us** may occur with immediate effect if:

- a) Your behaviour is deemed to be aggressive, threatening or unreasonable;
- b) You commit acts that are fraudulent, criminal or dishonest, or deliberately omit information that may mislead or cause services to be provided under false pretences or that results in the defrauding of an insurer.

9.5 Termination of services by **either party** may occur with immediate effect by mutual agreement.

9.6 Policies may be terminated by the insurer for reasons not limited to: the provision of false information, and/ or omission of information that will affect their assessment of risk.

10. Limitation of Liability

10.1 Our aggregate liability in relation to any claim arising in connection with these Terms and/or the services we provide is to the extent permitted by New Zealand laws and only within the jurisdiction of the New Zealand courts.

- 10.2 We are not responsible for, nor guarantee the solvency of your insurer. We will provide you with information as to your insurer's financial standing and strength rating but do not guarantee that there will be insurance coverage for your specific risks should you need to make a claim.
- 10.3 We have no obligation to fund any premium, taxes or fees (if applicable) on your behalf and we have no responsibility for losses suffered by you as a result of a policy being cancelled due to non or late payment. We reserve the right to seek all costs involved in the settlement of overdue accounts including, but not limited to, legal fees and collection costs.
- 10.4 We will act for you, on your behalf, in situations including, but not limited to, Policy negotiations with insurers, claims and claim disputes. In the provision of services we may give you suggestions, recommendations and advice in regards to the benefits and services provided by various insurers based on your requirements. However, you acknowledge that the final decision as to your preferred insurer and policy is yours and we accept no responsibility or liability for this decision.
- 10.5 We are not responsible for, nor accept any liability in relation to the following:
- a) The failure to secure other insurances offered by us that you declined to proceed with or decided was unnecessary for your needs.
 - b) The failure of you to respond in a timely manner to offers presented to you resulting in the window of opportunity to secure the most beneficial terms closing.
 - c) The failure of you, or others, to supply correct relevant information in a timely manner which may lead to incorrect, or inaccurate advice, policy windows closing, failure of claims or cancellation of policies.
 - d) We are not responsible for the action of insurers and their business practices and the services they provide.
 - e) We will often contact you by email. We acknowledge that information sent by electronic means may not always be secure and we are not responsible for loss of data, loss of privacy or any other risks associated with this form of communication at your end or in transit.
- 10.6 All quotes, recommendations, and advice gathered by, and made by us in order to provide information to you is made in good faith and based on the data and information available to us at the time. We have no control and accept no responsibility for achieving objectives or satisfying conditions that are based on your actions.

- 10.7 Although you may direct us via telephone, we accept no liability for the instructions we have received until we confirm these instructions with you in writing.
- 10.8 We shall be entitled to rely on all written instructions without further enquiry, including email instructions.
- 10.9 Termination of this agreement will not, unless otherwise provided, affect the provisions relating to limitation of liability and confidentiality contained in the agreement.
- 10.10 No cover or action by us shall be deemed to be taken or given until confirmed by us in writing or by email.
- 10.11 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.
- 10.12 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.

11. Complaints and disputes

- 11.1 Should you be dissatisfied with our financial advice services and wish to make a complaint, please contact us in writing addressed to 'The Manager', or email us at admin@woodwardinsurance.co.nz as soon as practicably possible. We will acknowledge your complaint in writing and advise you on the steps being taken to resolve the issue.
- 11.2 Your complaint will be dealt with in a timely, fair, and transparent manner. If your complaint is unable to be attended to within 2 business days, you will be advised of this. We undertake to resolve the issue within 10 working days of the receipt of the complaint.
- 11.3 If you remain dissatisfied or your complaint remains unresolved, you have the right to refer your complaint to the Financial Service Complaints Limited (FSCL). FSCL may be contacted by email on info@fscl.org.nz or you can contact them by phone from within New Zealand on **0800 347 257**. There will be no charge no cost to you in using FSCL to investigate or resolve a complaint.
- 11.4 Should you wish to be provided with a copy of our complaints procedure, please ask and we will provide you with either a hard or electronic copy as per your preferred medium.

12. General

- 12.1 In the result of unforeseeable circumstances that prevent you from fulfilling your obligations (force majeure), it is important that you contact us immediately. Should a force majeure affect us, we will implement systems to mitigate disruptions of services.
- 12.2 When quotes are submitted to you for assessment, we reserve the right to provide:
- a) recommendations and advice so that you are able to make an informed decision. Instructions by you to secure a contract with an insurance company shall be done in writing, and any verbal instructions will be detailed in writing back to you to be checked for accuracy and for the records of all involved parties.
- 12.3 Should you have any questions or wish to contact us for any reason you may do so on 0800 822 122, by email on woodwardinsurances@xtra.co.nz or by coming to the office of the corner of Doon and Spey Streets, Invercargill during our business hours of 9.00 to 5.30 pm.
- 12.4 Woodward Insurance Brokers LTD have their own policies, processes and procedures that will be followed and will be provided to you in writing, on request.