

Terms of Trade

Woodward Insurance Brokers Ltd

Version 2 03/04/24



Table of Contents

1.	Agreement and services	. 3
2.	Our responsibilities	. 4
3.	Your responsibilities	. 5
4.	Information Collection, Storage (Privacy Act 2020) and Duty of Disclosure	. 6
5.	Usages of Your Information by Us	. 8
6.	Confidentiality and Disclosure of Personal Information	. 8
7.	Remuneration	. 9
8.	Payment	11
9.	Termination	12
10.	Limitation of Liability	13
11.	Complaints and disputes	14
12.	Miscellaneous Provisions	15



1. Agreement and services

1.1 Agreement Overview

These Terms of Trade (Terms) form the foundation for all services provided by Woodward Insurance Brokers LTD and its representatives to you. These terms of trade replace any previous terms of trade.

1.2 Acceptance of Terms

By engaging our services to act on your behalf, unless otherwise specified and agreed in writing, you are deemed to have accepted these Terms along with any subsequent variations.

1.3 Duration and Variation

These Terms remain in effect until mutually varied in writing or until our appointment is terminated. We reserve the right to adjust the services provided, with prior notice to you.

1.4 Services Offered

In our commitment to helping you make informed decisions on insurance matters; we provide the following services:

- 1.4.1 Reviews: Assessing your existing insurance to attempt secure better prices and/or terms.
- **1.4.2 Quotes:** Soliciting offers from insurers to find the most advantageous solutions.
- 1.4.3 Risk Analysis: Evaluating your situation, goals, identifying risks, and proposing suitable solutions.
- **1.4.4 Brokerage and Advice:** We offer a range of services and work with a number of insurers to support you in managing your insurance needs. This includes providing quotes, offering or giving advice, assisting with applications, implementing coverage, aiding in claims administration, handling renewals, and supporting various administrative tasks related to insurance. Act as an insurance adviser and broker.
- **1.4.5 Refer to other professionals:** We may refer your information to other providers to assist with Legal, taxation, investment, mortgage, valuation, and other services.

1.5 Scope Limitation

Our services are confined to the agreed-upon scope in relation to financial products. Any deviation will be communicated promptly. The Financial Products we give advice on are:

- Fire and General Risk Insurance Products
- Life and Health Risk Insurance Products

The Insurance products are sourced from New Zealand and offshore insurers.

1.5.1 Notification of Scope Constraints

If we are unable to fulfil a service within the agreed scope, we will promptly notify you.



1.6 Service Limitations

Our expertise is concentrated in insurance advice, broking, risk management, and financial advice. We do not function as insurers, conduct safety inspections, valuations, or offer advice on every conceivable hazard to your business.

While we endeavour to assist you in finding the most suitable insurance product from available options, please be aware that not all insurers may have the capacity to provide a solution at any given time due to various factors, including time constraints.

2. Our responsibilities

2.1 Professional Memberships and Regulations

2.1.1 Industry Affiliations:

We are proud members of the Insurance Brokers Association of New Zealand (IBANZ) and registered Financial Advisers under the Financial Advisers Act 2008. This designation empowers us to offer personalised financial advice and services, adhering to all relevant New Zealand laws and codes within the jurisdiction of New Zealand courts. Our commitment extends to subscribing to the IBANZ Code of Practice, accessible at www.ibanz.org.nz.

2.1.2 Partnership with Steadfast NZ Limited:

We are affiliated with Steadfast NZ Limited (Steadfast), benefiting from their technology platforms, management, marketing, and various professional and technical support services.

2.1.3 Licence and Authority to give Financial Advice:

Woodward Insurance Brokers Ltd holds a licence issued by the Financial Markets Authority (FMA) to be a Financial Advice Provider (FAP) to provide financial advice services in relation to Fire & General Risk Insurance and Life & Health Risk Insurance Products. Any staff of Woodward Insurance Brokers Ltd who can give personalised advice on any of these classes of products are registered financial advisers on the Financial Service Providers Register.

We will provide you advice based on our understanding of your circumstances, your expectations and the research we do.

2.2 Client-Centric Approach

We prioritise your interests and adhere to the code of conduct set out by the (FMA) to meet the standards of ethical behaviour. We deliver services with care, diligence, skill, and integrity tailored to the circumstances and requirements you've communicated to us. We act on your behalf (unless otherwise agreed) to meet your expectations of instructions and arrangements given. We meet the standards of competence, knowledge and skill to be able to give you financial advice on the insurance products we give you advice surrounding. Implement coverage subject to its availability.

2.3 Conflict of Interest

In the event of a conflict of interest, we retain the right to decline acting on your behalf or implement measures to manage the conflict. Should such a situation arise, we will promptly communicate with you to collaboratively find a suitable resolution. We maintain a register of conflicts of interest and gifts received. We rigorously monitor this register, enforce a conflicts policy, and regularly review and train our staff on these matters.



2.4 Transparent Information Provision

We are committed to presenting comprehensive information in a clear manner, taking reasonable steps to ensure your understanding. This empowers you to make informed decisions regarding our services and the selection of a policy that aligns with your needs.

2.5 Premium Disbursement

Upon receiving premiums and related statutory charges from you to our insurers premiums account, we will ensure their timely disbursement to the relevant insurers within credit terms provided by them.

2.6 Negotiation and Documentation

We will negotiate with insurers on your behalf, striving to promptly and accurately secure policies and endorsements. We will also assist with the preparation, management and negotiation of any claims.

Documents articulate the precise terms and conditions of the insurance arranged for you. We emphasise the importance of carefully reviewing and securely storing these documents to confirm they meet your requirements. Either the insurer or we will issue these documents to you.

2.7 International Services

We may extend our support for placing and servicing overseas insurances or managing overseas risks. In such cases, we might enlist the services of a third-party consultant to enhance the provision of these services.

2.8 Sanctions and Law

We provide our services to you while being governed by New Zealand law, local government rules and we may also have to meet other requirements under any sanction.

3. Your responsibilities

3.1 Provision of Accurate Information

3.1.1 You are accountable for supplying relevant, accurate, and honest information and facts that are material to, or may influence the assessment of risk by an insurer.

3.1.2 Additionally, you are responsible for promptly providing relevant material information in the event of a change in your circumstances or the information that has been provided.

3.2 Verification of Information

You are obligated to verify the accuracy of all information presented to you in quotes and policies. In the event of errors, inconsistencies, or incorrect information, you must notify us as soon as practicably possible to avoid penalties, including but not limited to policy cancellation or reduction of cover. If you misplace your policy document, inform us, and we will promptly provide a replacement.

3.3 Understanding Policy Coverage

We cannot assure that all risks to your assets, person, or business will be covered by insurance arranged on your behalf. It is crucial to carefully read all policies and accompanying documentation issued to understand what is or is not covered.



3.4 Seeking Clarification

If you are unsure or do not understand any aspect presented to you, it is your responsibility to seek clarification. This ensures you can make informed decisions regarding your insurance coverage.

3.5 Health and Safety Compliance

We commit to fulfilling our obligations under the Health and Safety at Work Act 2015. If you are in business or farming, you are subject to all applicable health and safety laws and guidelines outlined in this Act to ensure workplace safety for both you and our staff. In your home, if there are any hazards, we expect to be informed to maintain the safety of our staff.

3.6 Renewals

Should you have a renewal of a policy set to renew and we have not heard from you prior to the insurance policy renewal, you have deemed to have granted us continuous instruction to renew any policy. We may request the insurers to hold covered initially and then continue to try make contact if we feel that this is an appropriate action. There could be further details and paperwork that needs to be confirmed and completed.

3.7 Claims

You must promptly inform us of any claims or potential claims that arise in connection with our products or services. You are responsible for providing all relevant details and complying with any claim requirements outlined in our policies. Failure to notify us of claims in a timely manner may impact your ability to seek coverage or recourse under our policies. By engaging in trade with us, you acknowledge and accept these obligations regarding the reporting of claims and potential claims.

3.8 Payments

You are responsible for ensuring timely payments for any insurance coverage you have secured, including invoices issued by both ourselves and the insurers. In the event that we refer you to another party, such as a lawyer, accountant, investment adviser, valuer, or risk management adviser, you are obligated to directly pay for their services.

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

4.1 Collection of Information

4.1.1 Information will be gathered by representatives of Woodward Insurance Brokers LTD, who, under New Zealand law, are authorised to provide services and advice regarding life, health, fire, general, and other insurance products.

4.2 Privacy Respect

We highly value the privacy of your personal information. Only pertinent information required for the provision of services will be collected from you.

4.3 Sources of Information

Information will be collected directly from you unless:

4.3.1 The information is publicly available; or



4.3.2 You have explicitly authorised the collection of data from a third party to facilitate the services you have requested.

4.4 Types of Personal Information

Personal information collected includes:

4.4.1 Information related to the application for, provision, and administration of insurance, encompassing your name, date of birth, employment details, health information, details of previous insurances, past insurance claims, and criminal records.

4.4.2 Financial, billing, and invoicing information.

4.4.3 Any other relevant personal information you may provide.

4.5 Information Security

All reasonable steps will be taken to secure your information, stored in hard copy, digital formats, and may be held remotely in a secure electronic storage system. In case of a privacy breach, notify us promptly. If required by law, we will notify you of any notifiable privacy breach.

4.6 Retention Period

You understand that files containing your information will be held for a minimum of 7 years after the termination of engagement, agreement, or policy end/cancellation date. At this point, you authorize us to appropriately destroy all files without further consultation.

4.7 Fraudulent Information

Providing fraudulent facts or deliberately omitting material information for insurer risk assessment may result in policy voidance, cancellation, or reduced/declined claims cover.

4.8 Right to Access and Correct Information

You have the right to request access to and correction of information held about you. Requested information will be provided within 20 working days of a written request. Contact us at 0800 822 122 or admin@woodwardinsurances.co.nz.

4.9 Access Denial

Access to some information may be denied if:

4.9.1 Your file contains details related to another person;

4.9.2 Disclosure poses a significant risk of harassment or a serious threat to health or public safety;

4.9.3 Disclosure poses a threat to national security.

4.10 Information Maintenance

It is your responsibility to keep information, correspondence, and paperwork related to policies, potential claims, receipts, work done, and services in good order for potential production. We will also hold all information transacted.



5. Usages of Your Information by Us

5.1 Purposes of Use and Disclosure

We utilise and disclose your personal information for the following purposes:

5.1.1 Assessing and managing your insurance application and policy;

5.1.2 Managing and processing payments;

5.1.3 Communicating with you about our products and services;

5.1.4 Conducting market or customer research;

5.1.5 Administering claims;

5.1.6 Developing, establishing, and administering alliances and other arrangements with other organisations related to the promotion, administration, and use of our services.

5.1.7 Informing you about our other service offerings that we believe may be relevant (if you have requested to receive this);

5.1.8 Statutory or regulatory reporting;

5.1.9 Internal or external audits; and

5.1.10 Any other purpose notified to you at the time your personal information is collected.

6. Confidentiality and Disclosure of Personal Information

6.1 Privacy Act Compliance

We will handle any personal information you provide in accordance with the Privacy Act 2020. The information requested from you will be used solely for the provision of services outlined in this agreement.

6.2 Confidentiality and Disclosure

Information gathered for our services will not be shared with any external source outside the scope of this agreement without your express consent, except where required by law or when the information is already in the public domain.

6.3 Use and Disclosure of Information

Information provided by you or any authorized agent may be used by us and our staff for the purpose of service and advice. It may also be shared with:

6.3.1 Product or service providers when implementing recommendations;

6.3.2 Co-insureds expressly named on the policy;



6.3.3 Compliance advisers, assessors, or claims investigators;

6.3.4 Third-party service providers such as solicitors, accountants, finance brokers, financial planners, or other contractors when necessary;

6.3.5 Service providers related to your insurance, e.g., builders, panel beaters, electricians, etc.;

6.3.6 Government bodies, agencies, law enforcement, and courts to comply with applicable laws, regulations, and rules; and/or

6.3.7 Any other entities notified to you at the time of collection.

6.4 Internal Use

Your information will be accessible to staff requiring it for the provision of services outlined in these Terms.

6.5 Overseas Disclosure

Some third-party service providers may be located outside New Zealand. If such disclosure is required, we will seek your expressed authorisation prior to the transfer of your personal information if that country has not got comparable privacy laws. Overseas disclosure will only be for purposes specified in these Terms.

6.6 Privacy Protection Measures

We will take appropriate steps to ensure that personal information transfers comply with applicable laws, providing a comparable level of legal protection as the Privacy Act 2020.

6.7 Additional Communication

Unless you instruct otherwise, we may contact you regarding other products or services we believe may be of interest or benefit to you.

7. Remuneration

7.1 Commission Structure

Woodward Insurance Brokers LTD clarifies that the commission received is a percentage of the client's payable premium and applicable GST, excluding other government charges, levies, and taxes. Commission rates may vary among insurers, influenced by factors like insurance type, coverage, and transaction arrangement. Emphasising transparency, the company ensures clients are well-informed about associated commission rates.

Commission may be paid to us by the insurer directly or via the insurers premiums account. Commission rates vary from insurer to insurer.

For Life and Health Insurance Risk type products, initial commission, bonus commission and FAP Commission may be received by us from insurers for you taking out insurance products and policies, or increasing coverage. These insurers may also pay us a renewal, trail, and or a service type commission each month or each year the policy remains in place.



7.2 Premium Funding Commission

When arranging premium funding, the company may earn a commission from the premium funder, typically ranging between 0-3% of the funded amount. Detailed terms are outlined in a separate agreement between the client and the premium funder.

7.3 Fee Structure

In addition to adviser and brokerage commissions, Woodward Insurance Brokers LTD charges fees. The standard invoice fee is \$17.25, with a higher fee of \$26.45 for single insured vehicle transactions. Higher fees for policy administration may apply to specific accounts, these are communicated in quotes or renewal invitations. If an insurance policy does not have an allowance for commission, we will charge an additional fee of a usual commission amount for that type of product and add this to the invoice fee.

Client acceptance of fees upon proceeding with coverage or renewal forms a binding agreement. Any other fees and services require mutual written agreement, solidifying them as integral terms in the contractual relationship.

7.4 Overseas Insurance Arrangements

When arranging insurance overseas, the company's overseas representatives may receive remuneration from the insurer. Additional fees for policies placed offshore cover the associated time and costs. This transparency informs clients about potential additional fees for offshore insurance arrangements.

7.5 Commission Sharing with Third Parties

Woodward Insurance Brokers LTD discloses that commissions may be shared with third parties in various arrangements, such as contracting or referral relationships. This highlights transparency in the company's commission-sharing practices.

7.6 Set-Off of Outstanding Sums

The company reserves the right to set off any outstanding sums owed by you or a client concerning any insurance policy. This allows the deduction of outstanding amounts from funds received on client's or insurer's behalf for that specific insurance policies.

7.7 Administration Charge for Replacement Documents

Woodward Insurance Brokers LTD reserves the right to impose an administration charge for issuing replacement policies, certificates, or copies upon request.

7.8 Mid-Term Policy Risk Cancellation Refund Policy

In the event of a mid-term policy cancellation without replacement, the company will refund the returned premium received from a premium funder to and from any insurer. This refund is subject to cancellation, or administrative fees, and any amount imposed by the insurer, with no portion of the commission, brokerage, or fee refunded.

7.9 Overpayment Handling

In the event of an overpayment, the company reserves the right to withhold and retain any excess funds, not exceeding \$20. If the overpayment exceeds \$20, the company will promptly contact the payer to facilitate a refund arrangement. This policy ensures a fair and efficient process for handling overpayments while maintaining transparency and communication with the payer.

7.10 Premiums Handling and Interest



Woodward Insurance Brokers Ltd manages insurer and related party funds, collecting premiums and charges. They invest these funds to earn interest during the interim period before disbursement, adhering to legal and regulatory frameworks. These funds are treated as insurer and related party funds, distinct from client funds.

8. Payment

8.1 Invoice Payment for Fire and General Insurances

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 timely payments to avoid policy cancellation, leaving you uninsured. The insurer may impose a short-term premium for the insured period, and late payments may incur interest, fines, and penalties on government or statutory charges. Your policy may be cancelled if:

- 8.1.1 You fail to pay premiums within the agreed time with the insurer; or
- 8.1.2 You do not inform us in advance of circumstances preventing payment as specified on your invoice.

8.2 Allocation of Payments

Payments for these invoices are directed to a premiums/fees/taxes/levies/brokerage account, considered the insurer's money. From this account, settlements for the insurer, EQC, Fire Emergency, offshore insurer, NZ inland revenue withholding tax, and our brokerage commission are made to the respective providers. The insurers premiums account we run, we may make interest from these funds before they are settled into the respective insurers or other providers bank accounts.

8.3 Premium Funding Option

8.3.1 At your discretion, you can opt for premium funding, allowing your fire and general invoices to be financed through a premium funder arranged by us. The funder pays the invoice on your behalf, and you reimburse them at an agreed-upon frequency, incurring additional costs compared to upfront payment.

8.3.2 Once opting in, this arrangement may be renewed annually until the company receives explicit advice that the continuation is no longer desired. This flexible approach allows for automatic renewals, ensuring continuity, while respecting the customer's choice to discontinue the arrangement when communicated to the company.

8.4 Payment for Other Insurances

Payments for life, trauma, TPD, income, medical, and other risk insurances are typically made directly by you to the insurer.

8.5 Handling Overpayments

In the event of an overpayment, the company reserves the right to withhold and retain any excess funds, not exceeding \$20. If the overpayment exceeds \$20, the company will promptly contact the payer to facilitate a refund arrangement. This policy ensures a fair and efficient process for handling overpayments while maintaining transparency and communication with the payer.



9. Termination

9.1 Termination Notice:

Either party may terminate this agreement by providing written notice to the other party. The termination will take effect from the specified date in the written notice and may be immediate.

9.2 Consequences of Termination:

In the event of termination:

- 9.2.1 All services provided by us will cease, and any outstanding claims will revert to you or your newly appointed professional from the termination date.
- 9.2.2 We will withdraw from any ongoing negotiations with insurers, including policy renewals or claims.
- 9.2.3 Appropriate correspondence will be issued within 30 days of terminating the Terms.
- 9.2.4 Any remaining commissions or brokerage may still be paid to us for the course of your policy, and we reserve the right to sell the renewal commission or brokerage rights to another professional, granting them access to relevant information held by us about you.
- 9.2.5 Premiums received but not yet disbursed will be paid to your insurer unless otherwise agreed in writing by the insurer. Upon request, copies of relevant correspondence with your insurer regarding any current claim will be delivered to you.

9.3 Policy Continuation:

You understand that termination of our services does not automatically terminate your policy/policies. No policy held by you will be cancelled by us after this agreement is terminated, unless we receive written instructions from the insured person on each policy.

9.4 Immediate Termination by Us:

Termination by us may occur immediately if:

- 9.4.1 Your behaviour is aggressive, threatening, or unreasonable.
- 9.4.2 You engage in acts that are fraudulent, criminal, or dishonest, or deliberately omit information that may mislead or cause services to be provided under false pretences or result in defrauding an insurer.

9.5 Mutual Agreement:

Either party may terminate services with immediate effect by mutual agreement.

9.6 Termination by Insurer:

Policies may be terminated by the insurer for reasons not limited to the provision of false information or the omission of information affecting their risk assessment.



10. Limitation of Liability

10.1 Limitation of Liability:

Our aggregate liability for any claim arising in connection with these Terms and/or the services we provide is subject to New Zealand laws and within the jurisdiction of the New Zealand courts.

10.2 Solvency of Insurer:

We do not guarantee the solvency of your insurer. While we provide information on your insurer's financial standing and strength rating, we do not ensure insurance coverage for your specific risks in the event of a claim.

10.3 Non-Payment and Overdue Accounts:

We are not obligated to fund any premium, taxes, or fees on your behalf. We are not responsible for losses resulting from policy cancellations due to non or late payment. We reserve the right to seek all costs involved in settling overdue accounts, including legal fees and collection costs.

10.4 Policy Negotiations and Decision Making:

We act on your behalf in policy negotiations and claims. While we offer suggestions and advice based on your requirements, the final decision on your preferred insurer and policy is yours. We accept no responsibility or liability for this decision.

10.5 Limitations of Responsibility:

We are not responsible for or accept liability in relation to:

- 10.5.1 The failure to secure other insurances offered by us that you declined.
- 10.5.2 Your failure to respond promptly to offers, resulting in missed opportunities.
- 10.5.3 Incorrect or inaccurate advice due to delayed or incorrect information.
- 10.5.4 Actions of insurers, their business practices, and services.
- 10.5.5 Risks associated with electronic communication, such as email.
- 10.5.6 What your insurance policy does not cover.
- 10.5.7 Any type of loss or amount of loss that our insurance does not cover for. You are responsible for your own insurance excesses, not our excesses.

10.6 Good Faith and Data Control:

All quotes, recommendations, and advice are made in good faith based on available data. We have no control and accept no responsibility for achieving objectives based on your actions.

10.7 Communication and Instructions:

Although instructions may be given via telephone, we accept no liability until confirming these instructions in writing. We may rely on written instructions, including email instructions.

10.8 Reliance on Written Instructions:

We are entitled to rely on all written instructions without further inquiry, including email instructions.

10.9 Effect of Termination:



Termination of this agreement will not affect provisions related to limitation of liability and confidentiality unless otherwise provided.

10.10 Confirmation in Writing:

No cover or action by us is deemed taken or given until confirmed in writing or by email.

10.11 Enforcement of Rights:

Failure to enforce any right or obligation under these terms will not limit or waive our right to subsequently enforce such right or obligation.

10.12 Severability:

If any part of these terms becomes invalid or unenforceable, the remaining terms will continue to apply, subject to any necessary modifications.

10.13 Force Majeure:

In the event of unforeseeable circumstances preventing the fulfilment of obligations (force majeure), it is crucial to contact us immediately. Should a force majeure event affect us, we will implement systems to mitigate disruptions in services.

11. Complaints and disputes

11.1 Initiation of Complaint:

If you are 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@woodwardinsurances.co.nz as soon as practicably possible. We will acknowledge your complaint in writing and keep you informed about the steps being taken to resolve the issue.

11.2 Timely Resolution:

Your complaint will be dealt with in a timely, fair, and transparent manner. If it cannot be addressed within 2 business days, we will inform you of the delay. We commit to resolving the issue within 10 working days of receiving the complaint.

11.3 Referral to Financial Service Complaints Limited (FSCL):

If you remain dissatisfied or your complaint remains unresolved, you have the right to refer it to the Financial Service Complaints Limited (FSCL). FSCL can be contacted via email at info@fscl.org.nz or by phone within New Zealand at 0800 347 257. Utilizing FSCL for the investigation or resolution of a complaint will be at no cost to you.

11.4 Access to Complaints Procedure:

If you wish to receive a copy of our complaints procedure, please let us know, and we will provide you with either a hard or electronic copy based on your preferred medium.



12. Miscellaneous Provisions

12.1 Force Majeure:

In the event of unforeseeable circumstances preventing the fulfilment of obligations (force majeure), it is crucial to contact us immediately. Should a force majeure event affect us, we will implement systems to mitigate disruptions in services.

12.2 Quote Assessment and Instructions:

When quotes are submitted to you for assessment, we reserve the right to provide:

• 12.2.1 Recommendations and Advice:

We aim to empower you to make informed decisions. Instructions from you to secure a contract with an insurance company shall be in writing. Any verbal instructions will be detailed in writing, ensuring accuracy and record-keeping for all involved parties.

12.3 Contact Information:

If you have any questions or need to contact us, you can reach us at 0800 822 122, via email at woodwardinsurances@xtra.co.nz, or by visiting our office at the corner of Doon and Spey Street, Invercargill, during our business hours of 8.30 am to 5.30 pm, Monday to Friday (excluding public holidays).

12.4 Policies and Procedures:

Woodward Insurance Brokers LTD has its own policies, processes, and procedures that will be followed. Upon request, these will be provided to you in writing.

Terms of Trade

Contact Us



0800 822 122 0275 333 444



www.theinsuranceguy.co.nz woodwardinsurances.co.nz woodwardinsurances@xtra.co.nz