

Broker Appointment and Terms of Engagement

| General Insurance |

Company	Fundagroup Insurance Brokers Limited
Contact Details	Phone- (09) 278800 Email-admin@fundagroup.co.nz

1.0 APPOINTMENT

I/We hereby appoint Fundagroup Insurance Brokers Limited as our broker with immediate effect. They replace all prior terms of engagement or terms of business, and we will provide all future services to you on the basis of these terms. If you do not agree with any aspect of these terms of engagement, please notify us immediately.

2.0 YOUR DUTY OF DISCLOSURE TO YOUR INSURERS AND TO US

2.1 In order to be able to arrange insurance to meet your requirements, you must:

- a) You have a duty to tell the insurance company when you apply for, renew, extend, vary, or reinstate a contract of insurance.
- b) You have a legal duty to disclose every matter that you know, or could reasonably be expected to know, that is relevant to the prudent insurers to decide whether to accept the risk of the Insurance, and if so, on what terms and at what cost. Failure to comply with your duty of disclosure may result in a claim being declined, or your insurance being void from the beginning. All information must be complete and accurate and may include any information not directly asked for above. Examples of what you must tell include:

- anything that increases the risk of a claim,
- any criminal offending or convictions,
- any previous insurance claims,
- any refusal by any another insurer to insure you on standard terms or continue to insure you on standard terms.

If you are uncertain about whether or not a particular matter should be disclosed to the insurer, please contact the Fundagroup insurance office.

2.2 Non-disclosure

If you do not tell your insurer anything you are required to, the insurer may cancel your contract or reduce the amount that it is required to pay you if you make a claim, or both. If your failure to disclose is fraudulent, the insurer may refuse to pay a claim and treat the contract as if it never existed.

2.3 Policy Warranties and Conditions

Your policy may contain warranties and/or conditions that may impose specific obligations which must be complied with. Failure to do so may invalidate your policy or enable insurers to decline liability.

2.4 Payment of Premiums

Premiums are payable on invoice. It is your obligation to ensure that you pay your premium(s) on time. Your policy may be terminated if you do not pay the premium(s) within the time period(s) notified to you by us.

Fundagroup Insurance Brokers reserves the right to receive interest and charge interest, collection costs and legal fees incurred in recovering overdue accounts. Part payment of your invoice will not amount to full and final settlement unless we have agreed to this in writing. Premium funding arrangements may be available through your Fundagroup insurance broker.

2.5 Records:

You agree promptly to check all documentation supplied to you by post/email/handed over in person by us or insurers to ensure there are no mistakes or misunderstandings. You will advise your usual Fundagroup contact or the insurer immediately of any errors or anything you believe is not in accordance with your instructions or specifications.

You are responsible for maintaining copies of your insurance policies, policy wordings and any amendments to them, in a safe place for as long as it is possible for a claim to be made under them. New documentation will be issued on every renewal.

After expiry or termination (whatever the reason) of our appointment as your insurance broker, we may retain copies of policies placed by us on your behalf for the period required as per the legislation.

3.0 REMUNERATION

- 3.1 We will be remunerated for our Services in accordance with any Letter of Engagement or accompanying report, which shall be added in the policy premium invoice.
We may charge you a specific fee paid by you to compensate for the time spent by our front office in visits/ to inspect the risk physically, understand your need, time spent by our front/back-office team to arrange submission in arranging competitive quotes from the market. The fee includes platform fee and providing prompt 24x7 free claim service during the currency of the policy. Our Brokerage/commission varies between 5-25% of company premium only (excluding levies, fire service taxes and duties, etc.) If a fee will be charged, you will be advised at the time the financial advice is provided.
- 3.2 We reserve the right to retain in full all remuneration deemed earned even where an insurance policy is amended, terminated, or otherwise cancelled. Our remuneration is not conditional on the placement of an insurance policy being made, and we reserve the right to be remunerated for the work we have undertaken.
- 3.3 Your insurers may also pay us, sums in addition to commission/brokerage or the fee we receive from you for Services or benefits we provide to them in connection with placements we make for you and other clients.
- 3.4 We earn and retain interest income on monies received from you between the time of receipt and disbursement. We receive commissions and/or other payments from premium financiers.

4.0 CONFIDENTIALITY AND PRIVACY

- 4.1 We will keep information about you and your business confidential and, except where necessary for the purpose of providing Services, which includes offering premium finance, we will not disclose it without your consent. This does not apply to information that is already public knowledge.
- 4.2 Information provided by you and or any authorised agent will be used by me and any members of my staff for the purpose of providing advice to you and may also be used by any:
 - a) product or service provider when implementing any of my/our recommendations or variations thereof.
 - b) compliance advisers, assessors or by any claims investigators who may need access to such information; and
 - c) other professionals such as solicitors, accountants, finance brokers, financial planners when such services are required to complement this advice and as requested by you.
- 4.3 Where we collect personal information from individuals, those individuals have the rights of access to, and to seek correction of, personal information about them.
- 4.4 We may obtain information about you and where you are a company your related entities, from third party sources (such as banks), as is necessary for the purpose of establishing the origin of unidentifiable payments we receive, and such third parties are hereby authorised by you to make such disclosure to us.

5.0 TERM AND TERMINATION

- 5.1 Either party may terminate this Engagement upon written notice to the other, in which case:
- 5.2 If we terminate this Engagement or if you terminate this Engagement due to our material breach or upon our insolvency, our remuneration will be deemed to have been earned in accordance with the accompanying Letter of Engagement or report. If the Letter of Engagement or report does not specify how our remuneration is deemed to have been earned then our fee will be deemed 50% earned for any service provided up to placement, 30% earned on placement and 20% earned for ongoing servicing activities pro-rata in the following months.
- 5.3 If you terminate this Engagement for any other reason, our remuneration will be deemed fully earned as at the effective date of termination.
- 5.4 Any obligation we have to provide services to you will cease upon the effective date of termination, unless otherwise agreed in writing. If requested, we will assist you in arranging a smooth transition process, subject to receipt of all amounts due to us from you (or, from your insurers).
- 5.5 We will be entitled to be fairly remunerated for any pre- insurance marketing work for which we have not received any remuneration, along with any handover costs.

6.0 INTELLECTUAL PROPERTY

- 6.1 We shall retain all ownership, title, copyright and other intellectual property rights in all materials developed, designed, or created by before or during the Engagement, including systems, knowhow and working papers. We will also retain all ownership, title, copyright, and other intellectual property rights in all reports, written advice or other materials provided by us to you, and we authorise you to use those materials, but only for the purposes for which they were created under this Engagement for you.
- 6.2 Keeping the utmost trust of confidentiality, the sharing of our information with THIRD PARTY or competitor be avoided.

7.0 LIMITATION OF LIABILITY

- 7.1 Among other things, to the extent permitted by law:
- a) our aggregate liability in respect of any claims howsoever arising in connection with the terms or our services is limited to NZ\$1 million or such other amount as may be expressly agreed between us in writing; and
 - b) we are not liable for any consequential, incidental, indirect or special damage or loss of any kind.

8.0 DISCLAIMERS; EXTENT OF LIABILITY

- 8.1 We shall not be responsible for the solvency of any insurer or its ability or willingness to pay claims, return premiums or meet its other financial obligations.

9.0 MISCELLANEOUS

- 9.1 We shall not have any liability for any failure or delay in performing any services because of an event beyond our reasonable control.
- 9.2 We are entitled to retain copies of any documents which in our reasonable judgement we deem necessary for the conduct of our business and to comply with our legal obligations.

9.3 We reserve the right to amend these terms by giving notice to you.

9.4 The laws of New Zealand govern this Engagement and the New Zealand courts have exclusive jurisdiction over any dispute between you and us.

10.0 SCOPE AND SERVICE OF ENGAGEMENT

The following are the areas or advice or product that you are requesting from me, subject to any specific objectives or limitations of our engagement.

Unless noted below, our discussions and my advice will be in relation to:

- Business Package Insurance
- Liability Insurance Package
- Home Insurance
- Contents Insurance
- Vehicle Insurance
- Other (as specified below)
- Travel Insurance
- Construction Insurance

Specific limitations of this analysis and/or advice documentation

Other specific objectives, tasks or terms of this engagement

11.0 ACKNOWLEDGMENTS

I may be required to evidence that I have explained specific requirements or obligations and provided certain information to you. Can you please acknowledge by signing below that these requirements have taken place?

12.0 PROVISION OF INFORMATION

I / We acknowledge the advantages of undertaking a full suitability (needs) analysis and the need to provide relevant personal and financial information and by not doing so I / we risk receiving advice or product recommendations that may not be appropriate to my / our needs.

13.0 SCOPE OF SERVICE

I / We understand the services being provided are restricted to the scope of service or subject to specific limitations indicated on the previous page.

14.0 PRIVACY ACT I / We acknowledge I / We have read and understood the information relating to the Privacy Act 2020 and how this information may be used.

15.0 DISCLOSURE STATEMENT

I / We acknowledge that I / we have received a Disclosure Statement from the adviser(s) named in this document and this disclosure statement was explained to me.

Client Name: _____

Company(s) Name(s): _____

Signature: _____

Date: ____/____/____