Terms of Business

- We will provide the services to you on the terms of this agreement.
- You are responsible for providing all relevant information to us.
- We will be entitled to receive remuneration for providing the services as specified in this agreement.
- Either party can terminate the relationship by giving 30 days' notice in writing (expiring on or after any agreed fixed term), in addition to other specific termination rights.
- Our liability to you under this agreement is limited.
- Please read the privacy information in clause 11 carefully. In using our services, you accept these terms and you agree to us collecting, using, storing and disclosing your personal information as set out in clause 11 and as more particularly set out in our Privacy Policy which is located on our website. Your personal information may be transferred outside of New Zealand in the circumstances set out in the Privacy Policy to a jurisdiction that may not have comparable protections to those under New Zealand data protection laws.

1 Introduction

1.1 We are a licensed financial advice provider under the Financial Markets Conduct Act 2013.

1.2 You will receive further regulated information from us about the services we provide to you; and

1.3 In some instances when we act for you we will not be providing regulated financial advice, such as when we are merely giving you a quote for a product without any recommendation or advice, or when we are renewing your policy on the same terms and conditions.

2 Our Agreement

2.1 This agreement sets out the terms and conditions on which we will provide our services to you.

2.2 Unless otherwise agreed in writing with you as set out above or by a separate written agreement, this agreement applies to all services we provide to you. This agreement takes precedence over any other agreement items or conditions contained or referred to in any document or communication used or provided by you to us from time to time.

2.3 You will be taken to have accepted this agreement by continuing to Instruct us, unless otherwise agreed in writing with you.

2.4 We may make changes to these terms from time to time to accommodate changes in law, regulation or business practice or the introduction of new services or a variation to our services. If we do, we will notify you in writing at least 30 days before those changes take effect. Your acceptance of further services and/or payment of amounts due after the date we notify you of a change is deemed acceptance of those changes. If you do not want to accept the changes, you are entitled to terminate this agreement by giving us written notice before the changes take effect.

3 Our Responsibilities

3.1 We will perform our services:

3.1.1 with reasonable care and skill and with integrity; and

3.1.2 based upon the requirements that you have notified to us.

3.2 In respect of the Risk Services, we will provide you with policy documents as soon as practicable after we receive these from your insurer(s) (you may receive these documents after the commencement of the policy period).

3.3 Our role is limited to the provision of the services. Under no circumstances do we or will we act as an insurer. Nor do we provide safety inspections, valuations or advise on every potential hazard or threat to your business. In respect of Risk Services, claims work is included in the services however, if the time on a claim exceeds five hours, then additional fees may be payable. We will advise you of these fees where relevant.

3.4 You authorise us to renew your policy automatically unless otherwise required by law, regulatory guidelines or by an insurer. Automatic renewals are done on an unadvised, execution only basis. Where you are renewing a policy on the same terms, this is also done on an unadvised basis.

3.5 When policies are automatically renewed, depending on the type of policy, the insurer may make an inflationary adjustment to the sum(s) insured.

4 Your Responsibilities

4.1 In respect of the Risk Services, your responsibilities are as follows:

4.1.1 You are responsible for supplying us with all relevant information on a timely basis both before taking out an insurance policy and at the time of renewing a policy. You must also provide all relevant information in respect of any material or relevant change of circumstance or when additional material information comes to light, throughout the period of the policy.

4.1.2 Relevant information includes all information and facts which may be material to an insurer’s assessment of a risk for which you have asked us to arrange insurance cover. If you are unsure about any matter, or what may constitute relevant information, please contact us for guidance.

4.1.3 Should a circumstance, event or loss occur which could result in you making a claim, you should advise us of the details as soon as possible and within the time required under your insurance policy. Failure to advise an insurer of such a circumstance, event or loss could prejudice your rights under an insurance policy. If you fail to disclose or misrepresent any relevant information, this could invalidate your policy and mean that any claims under the policy may not be paid to you.

4.1.4 Your policy documents contain the terms of your cover (including values, sums insured, endorsements, schedules, applicable policy limits, sub-limits and deductibles) and impose various obligations on you. You must read these documents and other business output carefully to ensure that the cover suits your needs and so you understand and comply with your obligations under your policy(s). Failure to do this may result in uninsured losses. Please advise us immediately if you notice any mistakes of fact or believe the contents do not address your needs.

5 Our Remuneration

5.1 We may receive remuneration for our services.

5.2 In respect of the Risk Services, the following applies:

5.2.1 Where our remuneration consists of a fee and/or an administration charge paid by you, or commission paid by an insurer, unless mandated otherwise by law or agreed in writing with you, at the time of inception of the insurance we are deemed to have earned 100% of the remuneration on placement and it is not refundable in the event of termination of your insurance or this agreement.

5.2.2 Where our remuneration consists of a fee and/or an administration charge payable by you, in the event this agreement ends prior to inception of your insurance, we will be entitled to receive a proportion of the remuneration that we agree with you is fair based on the work done up to the date this agreement ends.

5.2.3 Specific fees may be set out in a schedule to this agreement.

5.2.4 We may also charge you an administration charge to cover administration expenses and disbursements. Where charged, the minimum charges are:

5.2.4.1 $50 (plus GST) for personal lines/domestic clients;

5.2.4.2 $75 (plus GST) for commercial and Agri clients;

5.3 In respect of the Risk Services, we make the following disclosures to you in relation to our remuneration:

5.3.1 We may earn interest income on funds received from you between the date of receipt and disbursement date.

5.3.2 We are not licensed to give advice on premium funding. However, we may offer to arrange premium funding to help spread your insurance costs over the year, including premiums, taxes, fees and levies. Please note that we offer and arrange premium funding as agent for the premium funder and not as your credit provider or finance broker. We may also act as the premium funder's agent in cancelling any insurance where you have failed to meet your repayment obligations. The details of your premium funding arrangement will be set out in your separate agreement with the premium funder. We receive commission from the relevant premium funder for arranging the funding, which is calculated as a proportion of the loan amount borrowed. The standard commission rate is up to 6.05%. Interest and administration costs apply. Should your funded insurance policy be cancelled mid-term, for any reason, you should be aware that there may be a shortfall between the balance of the amount payable under the premium funding contract and the return premium and you may be required to pay the difference to the premium funder under that agreement.

5.3.3 We may also provide consulting or administrative services to insurers and reinsurers and may earn commission or other remuneration for providing these services.

5.3.4 We and our staff may also receive non-monetary benefits from insurers such as client functions, educational programmes, meals and entertainment. We have, and monitor compliance with, a policy that ensures that these do not create a conflict with your interests.

5.3.5 Our staff and contractors may be remunerated by one or a combination of salary, bonuses and commissions. We record and manage perceived and actual conflicts of interest.

5.3.6 We may compensate third parties by sharing fees or commission in respect of services such as the referral of clients to us.

6 Invoices and GST

6.1 We charge GST as required by New Zealand law and any quote or estimate which we provide to you is deemed to include GST, unless agreed in writing.

6.2 We only accept payment of premiums and charges by credit card or bank deposit (as specified on your invoice). Cash and cheque are not accepted forms of payment.

6.3 You agree to pay all invoices by the date specified on the invoice.

6.4 We reserve the right to charge reasonable interest, collection costs and legal fees incurred in recovering overdue accounts.

7 Premium Payments and Statutory Charges

7.1 In respect of the Risk Services:

7.1.1 You must pay your premiums and other necessary payments on time. Your policy may be terminated if you do not pay the premiums within the time periods notified to you by the insurer or by us on behalf of the insurer. In the event of late payment of any government or statutory charges, you may be charged interest and/or fines and penalties. You are responsible for payment of these charges.

7.1.2 We endeavour to correctly determine the premium and statutory charges that apply to your insurance. However, occasionally errors can occur, for example, where we make an unintentional error or because a third party advises us of the wrong amount. Please note that we retain the right to correct any such error and you agree to pay any difference in the amount initially calculated and the amount that is correctly due and payable by you in relation to your insurance. Under no circumstances are we liable for any local or overseas tax advice or tax calculation or for any interest and/or fines and penalties.

7.1.3 We will advise you if insurers have imposed a premium payment warranty or condition which may give the insurer the right to cancel your policy if you fail to pay within the time specified. Please advise us immediately if you are unable to comply with a premium payment warranty or condition.

8 Limitation of Liability

8.1 We will provide the services in accordance with our responsibilities in clause 3. Unless expressly agreed otherwise with you, all representations (whether express or implied) and all other implied conditions, warranties and terms as to the provision of the services are otherwise excluded to the extent permitted by law (including to the extent permitted under the Consumer Guarantees Act 1993 and the Fair Trading Act 1986 (in each case, where applicable)).

8.2 While we may provide you with information about your insurers' financial standings from time to time, as your broker, we are not the insurer of any risk and we cannot guarantee the availability of insurance for your particular risks. Depending on your circumstances and risk, there may be no, or a limited number of, insurers that are willing to provide insurance cover to you.

8.3 We do not in any way guarantee the solvency of insurers.

8.4 We use our professional judgement in providing advice and arranging insurance cover for you based on the requirements you have notified to us. This means that we may only approach one insurer or a limited number of insurers in placing your cover. If you are renewing your insurance policy, we may not remarket your insurance to other insurers and may renew your policy with the existing insurer(s). In providing advice to you, we do not guarantee or represent that the policy(s) that we may recommend to you are the best or the only policy(s) that are available in the market to cover the risks for which you are obtaining insurance.

8.5 To the extent permitted by law, including the Consumer Guarantees Act 1993 (where applicable), we will not be responsible or liable to you or any of your Related Companies, employees, officers or agents for:

8.5.1 Any consequential, incidental, indirect or special damage or loss of any kind including, but not limited to, loss of profits, loss of revenues, loss of anticipated savings, loss of data, loss of reputation, loss of goodwill, loss of opportunities and loss of business.

8.5.2 The supply, by you or others, of incorrect or incomplete information. This includes information that we may use to calculate the premiums and other charges relevant to your insurance, the failure by you or others to supply appropriate, relevant or timely information, including relevant information, or the failure by you or others to provide such information within the time periods reasonably requested by us from time to time.

8.5.3 Any failure or delay on our part where it is due to a Force Majeure Event.

8.5.4 The failure of you or others to act on our advice or to respond promptly to any communications from us or any insurer.

8.5.5 The default, negligence, error, omission or lack of care on the part of any person other than ourselves.

8.5.6 Any expenses or liabilities in respect of tax or fire and emergency levies arising from your insurances.

8.5.7 Any variation between a certificate or summary of insurance and the actual terms of cover or any omission from, or misstatement in, a certificate or summary of insurance.

8.5.8 Any losses, costs, damages or liabilities arising from, or in connection with, any parts, materials or components installed and/or maintained by any person other than ourselves.

8.6 In respect of the Risk Services, our aggregate liability (including interest and costs) in respect of any and all claims arising, under or in connection with this agreement or the services, shall be limited (to the extent permitted by law) to NZ$10,000.

8.7 Any claims arising under this agreement must be made within twelve (12) months of the date the relevant service was performed, provided that this clause shall not apply to any claim made by you under the Consumer Guarantees Act 1993.

8.8 You will not be responsible or liable to us in respect of any failure or delay on your part caused by a Force Majeure Event. However, please note that this does not in any way limit or negate your obligations under clause 4 and/or clause 7.1.1.

9 Confidentiality

9.1 Subject to any relevant law and our obligations to provide the services, we will keep all confidential information that we receive from you confidential and will use it solely in connection with the provision of the services or otherwise for the purposes for which it was disclosed to us.

9.2 However, our confidentiality obligation does not apply where:

9.2.1 you have given written permission otherwise;

9.2.2 disclosure is required to satisfy legal obligations or regulatory requirements (including to the Financial Markets Authority);

9.2.3 disclosure is reasonably required to carry out, or is incidental to, the services (for example, providing information to current or prospective insurers);

9.2.4 such information is in the public domain; or

9.2.5 the information is already rightfully in our possession at the time of its disclosure by you other than as a result of a breach of any obligation of confidentiality.

9.3 Unless you expressly instruct us otherwise, we shall be entitled to release copies of inspection reports to insurers, reinsurers and risk advisers involved in your insurance programme.

10 Non-Dissemination of Material

Our communications with you, your employees or agents, whether written or oral are provided solely for your information and use in connection with any engagement and must not be used for any other purpose without our prior written consent. No other party is entitled to rely on any of our reports, information or advices for any purpose whatsoever, and we disclaim any responsibility to any such third party who has had communicated to them the report, information or advice provided by us to you as part of any engagement. You indemnify us from any liability we may have to you or any third party as a result of any information supplied to us by you or any of your agents, where such information and documentation is false, misleading or incomplete.

11 Privacy

11.1 We will use the personal information we collect from you and others for the purposes set out in our Privacy Policy which is located within the "Privacy Policy" tab on our website. These purposes mainly involve assessing your insurance application as part of the services, evaluating your insurance needs, assisting you to obtain insurance cover, administering and managing the services provided to you, assisting you in relation to any claims (where this is part of the services), referring to or arranging premium funding, offering other products and services that we feel may be of interest to you, carrying out identity and anti-money laundering, credit reference and other vetting and risk management agency checks (as relevant), complying with our legal and regulatory obligations, noting your marketing and communication preferences, assessing risks, facilitating the prevention and detection of fraud and other crime, processing payments, performing benchmarking, modelling, conducting market research and data analysis associated with the development of new and existing processes, products and services, assessing our business performance and any incidental matters relating to these actions (the Purpose).

11.2 The information we will collect will include contact details and insurance and other details related to the services we provide including other insurance held or previously held and any claims made. Where relevant, it may include health, employment and financial information. We collect this information from you and others. These third parties may include your previous and current insurers, other insurance brokers, the Insurance Claims Register Limited, your employer, your family members, your agents or third parties who refer you to us, depending on the type of insurance or the services to be provided. Further details of the agencies that we collect information from are also set out in the Privacy Policy.

11.3 We will also share your personal information with relevant third parties, such as insurers, underwriters, reinsurers, vetting agencies, loss adjustors, repairers, towing companies, medical providers, regulators and government bodies, and third party service providers who assist us with providing the services where necessary to enable us to offer the services to you and/or administer and manage insurance claims and/or where required to do so by law. Some of these third parties may be located outside of New Zealand and may not be subject to data protection laws that are comparable to those in New Zealand.

11.4 Further details on how we use your personal information and who we disclose it to can be found in the Privacy Policy. Please read the full Privacy Policy to ensure you understand how we collect, store, transfer and use your personal information.

11.5 Where you provide personal information to us relating to persons other than yourself, you must, where appropriate, ensure that they are aware of the ways in which their personal information will be collected, used, transferred and disclosed, and obtain their consent to this, prior to providing the information to us, having advised them that their personal information may be disclosed to third parties who are located outside of New Zealand and who may not be subject to data protection laws that are comparable to those in New Zealand.

11.6 The personal information that you or your agents provide will be held by us in accordance with the Privacy Act 2020. You have certain rights of access to and correction of any of your personal information that we hold. You do not have to provide the information requested but unless you do so, we may not be able to provide the services to you.

11.7 You agree to the collection, use, storage and disclosure of your personal information and any information provided by you to us relating to a person other than yourself as set out in this clause 11. You may withdraw your consent at any time by notifying your service provider in writing.

11.8 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.

11.9 You may access our Privacy Policy on our website.

12 Collection and Use of Client Information

12.1 You acknowledge that we gather non-personal data about our clients and their related parties in respect of services provided. This information may be shared, subject to local law restrictions, among our affiliated businesses, as well as with third-party service providers acting on our behalf, with a focus on creating distinctive value for clients.

12.2 This information is maintained in one or more databases. We may use or disclose information about our clients, if required to do so by law, our policy, pursuant to legal process or in response to a request from law enforcement authorities or other government officials.

12.3 In addition to being used to provide customised services and recommendations to our clients, the information may be used for (i) identifying client opportunities; (ii) optimising and improving our products, services and operations; (iii) creating industry reports, conducting benchmarking and undertaking market research; (iv) providing and developing analytical solutions; and (v) performing statistical, financial and risk modelling, among other services. We may earn compensation for providing such services to our clients, service providers, (re)insurers and other business partners.

12.4 You agree that we are entitled to refer to you in publications, proposals or similar submissions to prospective clients, unless you expressly prohibit such disclosure.

13 Intellectual Property

13.1 All proprietary rights in any documents, data, reports or other material prepared by us that form part of the services and were prepared specifically and solely for you will vest in you.

13.2 Any pre-existing intellectual property rights (including copyright and know-how) in documents, discoveries, designs, inventions, methodology, data, computer programs, reports or other material prepared by us that form part of the services (including but not limited to report formats, report templates and our calculations and formulas used in producing reports) remain our property. Also, any documents, designs, inventions, data and computer programs developed by us while providing the services to you, but that do not form part of the services, remain our property.

14 File Retention Policy

14.1 We hold paperwork and correspondence regarding your matters for at least seven years. After this period, we may arrange for the file to be destroyed without consultation with you.

14.2 For certain types of insurance, it is possible that you may need to make a claim against a policy long after this period. You remain responsible for keeping your policy documents, paperwork and correspondence in a safe place.

15 Electronic Communications

We may correspond with you by electronic communication unless you instruct us not to do so. We may email you with information legally required to be provided to you. In such a case, you consent to receiving this information with an electronic signature. Electronic communications are not always secure and they may be read, copied or interfered with in transit. We are not responsible for any of the risks associated with electronic communication, including loss of data.

16 Health and Safety

In providing you with the services, we will comply with our obligations under the Health and Safety at Work Act 2015 and we expect you to assist us in doing so. Where we visit you this includes you ensuring, so far as reasonably practicable, that the safety of our people is not put at risk. Where required, both parties will consult, coordinate and cooperate with each other in respect of shared duties under the Health and Safety at Work Act 2015 so far as is reasonably practicable.

17 Conflicts of Interest

We may provide services to entities in the same industry and/or markets as you or with whom you may have business dealings. This may give rise to potential conflicts of interest. However, we have policies and procedures in place to help identify and manage any such potential conflicts of interest that may arise. In the unlikely event that we identify any actual conflict of interest in the provision of services that we are unable to appropriately manage, subject to any obligations of confidentiality that we may owe to third parties and in compliance with applicable laws and regulations, we shall notify you and seek agreement on how to continue to provide the services.

18 Force Majeure Event

If either party becomes aware of a Force Majeure Event affecting that party, it must notify the other party as soon as practicable. In the event the Force Majeure Event impacts upon us, we will implement plans in order to minimise the probability that delivery of the services is affected by the Force Majeure Event. This may result in additional charges being incurred in the event that the cost to provide the services to you has materially changed as a result of the Force Majeure Event. We will advise you of these charges if relevant.

19 Termination

19.1 Either party can terminate this agreement by providing the other party with 30 days' written notice of termination (expiring on or after any agreed fixed term).

19.2 This agreement may be terminated with immediate effect by either party in the event of:

19.2.1 you no longer having any current insurance policies that have been placed or arranged by us or where we are no longer providing services to you;

19.2.2 insolvency of the other party;

19.2.3 breach by the other party of regulatory requirements (other than a minor technical breach); or

19.2.4 breach by the other party of any law relating to bribery or corruption.

19.3 This agreement may be terminated with immediate effect by us in the event of dishonest or fraudulent acts or omissions by you or your agents, or behaviour that is unreasonable or threatening.

19.4 This agreement may be terminated with immediate effect by you in the event of a variation to this agreement as set out in clause 2.4.

19.5 Termination of this agreement will not, unless otherwise provided in this agreement, affect the provisions relating to limitation of liability (clause 8), confidentiality (clause 9), non-dissemination of material (clause 10), your information (clause 11), collection and use of client information (clause 12), and intellectual property (clause 13).

19.6 In the event of termination of this agreement, unless otherwise agreed between the parties, all outstanding claims will be passed to you for future handling from the date of termination.

20 Complaints

20.1 If you have a complaint about us or are not satisfied with the services you have received from us, we want to hear about it so that we can investigate your concerns quickly and fairly. Please contact your service provider or their manager by telephone, email or in writing. You will find the address and phone number of your local office on our website.

20.2 You can also access our service issues and complaints policy on our website. Alternatively, you can contact our complaints team on +64272202360 or you can email details of your complaint to us in writing at info@heritageinsurance.co.nz.

20.3 In respect of the Risk Services, if your complaint remains unresolved, or if you are dissatisfied with our response to your complaint, you may refer the matter to Insurance & Financial Services Ombudsman Scheme (IFSO) (subject to their terms of reference) by emailing info@ifso.nz or calling 0800 888 202. There is no cost to you to ask IFSO to independently review your complaint however you must contact IFSO within 3 months from the date we provide you our deadlock letter as per our complaints policy. If you do not contact IFSO within this time, they will be unable to assist you. Full details on the IFSO scheme can be obtained on their website www.ifso.nz.

21 General

21.1 Our relationship with you is governed by New Zealand law and the New Zealand Courts have exclusive jurisdiction.

21.2 If any term of this agreement is, or becomes, or is found to be invalid or unenforceable, in whole or in part, under any law:

21.2.1 Such term or part will be read down or interpreted and enforced to the extent permissible; or (if this is not possible)

21.2.2 Such term or part will to that extent be deemed not to form part of this agreement and the legality, validity and enforceability of the remainder of this agreement will not be affected or impaired.

21.3 If you have any queries about the services we offer, please contact your service provider or our head office on +64272202360.

22 Definitions

In this agreement, unless the context requires otherwise, the following terms are as defined below:

22.1 Heritage Risk Advisory Limited is referred to as we/us/our.

22.2 **Force Majeure Event** – an event beyond the relevant party's reasonable control, including any act of God or nature, war or terrorism, riot, civil disturbance, national emergency, epidemic, action or inaction of a government or regulatory authority and strike or other industrial action.

22.3 **Instruct** - any form of written or verbal direction or instruction from you or on your behalf that directs or instructs or has the effect of directing or instructing Heritage Risk Advisory to provide services to you.

22.4 **Insurance Facility** – products that we have designed and developed with insurers to cater for our clients in similar situations with similar risks and needs which combine competitive pricing and quality cover underwritten by reputable insurers.

22.5 **NHI Levies** – levies in relation to the Natural Hazards Commission - Toka Tū Ake's natural hazards cover for personal property, homes and land, as outlined in the relevant legislation (Natural Hazards Insurance Act 2023 and accompanying regulations).

22.6 **premium** – the amount payable to an underwriter including relevant statutory charges for insurance placed or renewed by us on your behalf under this agreement.

22.7 **Privacy Act** – Privacy Act 2020.

22.8 **Related Company** - has the meaning set out in section 2(3) of the Companies Act 1993, except that "company" shall be interpreted to mean any body corporate, wherever and however incorporated.

22.9 **relevant information** – accurate and complete information and facts in relation to the services. It includes all information and facts which may be material to an insurer's assessment of a risk for which you have asked us to arrange insurance cover.

22.10 **remuneration** – a fee, charge and/or commission from you and/or insurers for the services we provide to you.

22.11 **Risk Services** – insurance services and/or related advice, including LHB Services.

22.12 **services** – the provision of Risk Services and any other services we mutually agree in writing to be provided.

22.13 **You** – a Heritage Risk Advisory Limited client who instructs us or for whom we may provide services.

23 Interpretation

In this agreement, unless the context requires otherwise:

(a) words in the singular include the plural and vice versa;

(b) a reference to a person includes an individual, body corporate, trust, partnership, unincorporated body or other entity;

(c) a reference to a party is to a party to this agreement and includes the party's executors, administrators, successors and permitted assigns;

(d) a reference to a document (including this agreement) is a reference to that document as amended, novated, supplemented or replaced from time to time;

(e) a reference to a clause, schedule, annexure, appendix or attachment is to a clause, schedule, annexure, appendix or attachment to this agreement and a reference to this agreement includes any schedules, annexures, appendices and attachments;

(f) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;

(g) unless agreed in writing, all promises and obligations of the parties under this agreement are given and incurred jointly and severally by each party;

(h) where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning;

(i) the words “including” and similar expressions are not words of limitation;

(j) headings are for convenience only and do not affect interpretation; and

(k) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this agreement or any part of it.