

In this document “**we**”, “**us**” and “**our**” means
Emerre & Hathaway Insurances Ltd.

Emerre & Hathaway Insurances Ltd. is an insurance intermediary registered to provide financial services advice in New Zealand by the Financial Markets Authority (FMA) (Financial Services Provider number FSP29824).

STATEMENT OF SERVICES



**emerre &
hathaway**

insurance brokers

Commercial | Rural | Domestic

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INTRODUCTION

We are a leading insurance intermediary and risk management consultancy and offer transactional and/or advisory services for your insurance requirements. We are committed to acting in your best interests at all times in providing services to you.

We are members of Insurance Brokers Association of New Zealand (IBANZ), a professional body representing the interests of member insurance brokers and We are also members of the NZbrokers Group, which is a collaborative group of New Zealand owned and operated professional insurance brokers.

This document sets out the terms under which We provide services to You, as well as the co-operation and responsibilities required from You. These terms apply until they are varied by mutual agreement, or until Our appointment is cancelled by You. We may vary the services We offer You from time to time by written notice to You.

A list of the services We provide to You are stated in Section 1 of Appendix A, attached to this document.

CONTENTS

1. Insurance Broking and Financial Services
2. Claims Service
3. Other Risk Consultancy Services
4. Your Co-Operation
5. Remuneration
6. Payment of Premiums/Cancellation
7. Complaints Procedure
8. Privacy Statement
9. General

Appendix A: Insurance & Risk Advisory Services

1. INSURANCE BROKING & FINANCIAL SERVICES

- 1.1 We will negotiate with insurers on Your behalf and will keep You informed of any significant developments.
- 1.2 We are independent of insurers, and are not bound to use any particular insurer. We will advise You of those with whom We propose placing Your insurance and will also advise You of any change of insurers after the insurance has been placed.
Unless You advise Us to the contrary, each insurer with whom We place Your insurance will be deemed acceptable to You.
- 1.3 We may enter into an agreement with an insurer to arrange insurance and settle claims on its behalf. We will inform You when We act for an insurer and not for You.
- 1.4 You understand that We will use all reasonable precautions in choosing an insurance company(ies) and will advise You of their claims paying rating where required under the Insurance (Prudential Supervision) Act 2010. You understand that We cannot guarantee the financial status of any company and We do not accept any liability due to the failure of any insurance company.
- 1.5 As soon as practicable after placing insurance on Your behalf, We will provide You with evidence of that placement.
- 1.6 We take no responsibility for the adequacy or accuracy of policies arranged for You by any other broker or direct insurer. If required by You, We will review these policies and will advise You of the outcome and make such recommendations, as We consider necessary.
- 1.7 We will draw Your attention to Our statutory or regulatory obligations applicable to any insurance that We arrange for You on Your local and overseas (if any) assets and operations.
- 1.8 Once premiums and related statutory charges have been paid to Us, We will arrange for their timely disbursement to insurers and the appropriate authorities.
- 1.9 We will hold review meetings with You as and when required. At those meetings We will report on matters relating to the insurance programme and will gather information regarding any changes in Your business that could affect Your insurance.

2. CLAIMS SERVICE

- 2.1 We are committed to achieving the best outcome for You from every claim on policies arranged or reviewed by Us during Our appointment. We will:
- Assist You with the preparation of claims.
 - Act as Your advocate in negotiations with insurers or their legal advisors.
 - Regularly review and pro-actively manage Your claims.
 - Provide You with records and analysis of claims as required.
- 2.2 If You terminate Our appointment We will not continue to provide services in relation to any notified claims or circumstances.

3. OTHER RISK CONSULTANCY SERVICES

- 3.1 The advisory and risk consulting services stated in Section 2 of Appendix A are not included under this statement.
- 3.2 The scope, objectives, procedures and fee for any advisory and risk consulting services, as stated in Section 2 of Appendix A, will be agreed with You prior to their commencement.

4. YOUR CO-OPERATION

- 4.1 To perform Our service efficiently, We will need Your co-operation, particularly the timely provision of information.
- 4.2 We will rely on You to advise Us of any change in Your business that might affect Your insurance programme. This may include acquisitions, disposals, mergers, sale of principal assets, or material changes to business operations.
- 4.3 While We will assist You with the completion of proposals and other forms of application for insurance, We cannot accept responsibility for the accuracy of their contents, nor can We sign the insurance proposals on Your behalf.
- 4.4 After receiving Your insurance documents from Us, You should read and check them, then advise Us promptly of any discrepancies or anything that does not meet Your expectations.
- 4.5 While We may prepare underwriting information on Your behalf, the legal obligation to disclose all material facts rests with You. You must tell the insurer, before each policy starts and renews, about anything a prudent insurer would want to take into account when deciding whether to insure You, and if so, on what terms. Please provide this information to Us. If You do not provide Us with full information, We cannot properly advise You and You could breach Your duty of disclosure.
- 4.6 Should a circumstance or event occur which could result in making an insurance claim, You should advise Us of the details as soon as possible. Failure to advise such actual or potential claims, may prejudice Your rights under an insurance policy.

5. REMUNERATION

- 5.1 We may be paid commission by the insurer when You enter into an insurance contract that We arrange (this includes renewals and policy alterations). The rates of remuneration may vary between Insurers and types of insurance premiums.
- 5.2 We may also charge You a fee to supplement the commission amount or a fee to replace the commission amount. These fees will be disclosed and reviewed annually or earlier if the extent of service required by Us is affected by changing circumstances.
- 5.3 Our remuneration may include investment income earned from premium payments before they are forwarded to the insurer. This is permitted by the Insurance Intermediaries Act 1994.
- 5.4 If We arrange a loan for You to pay the premium, We may earn remuneration or dividends for doing so.
- 5.5 We sometimes pay a fee to a party who has referred You to Us. We pay this fee out of the remuneration received from insurers and fees You pay Us.
- 5.6 We are a member of the NZbrokers Group which provides insurance broker services, efficiencies, improved policy coverage, national and international capabilities to Us. The NZbrokers Group has arrangements with some insurers which entitles it to receive remuneration for some policies We arrange with those Insurers.
- 5.7 We may charge you an administration fee for each insurance policy we arrange on Your behalf. This charge is for Our expenses associated with issuance of hard copy policies, certificates, invoices and similar office services. This charge is calculated within the guidelines prescribed by IBANZ. Any administration fee is included in Our invoice.
- 5.8 In addition to the fees and commissions that We receive, We may negotiate additional fees for our services in relation to a claim which is complex or contentious and where Our time exceeds 10 hours.

6. PAYMENT OF PREMIUMS AND CANCELLATIONS

- 6.1 The premium and any fee should be paid to Us in full. We do not provide any credit and the full amount is due to Us immediately upon receipt of Our invoice. We are required to pay Your insurer within a specific time frame. If We are unable to do so because We have not received the premium from You, We are required by the Insurance Intermediaries Act 1994 to advise the insurer of this in writing within 7 days. The Insurer may then issue a notice of cancellation of the policy in accordance with the policy terms because of the non payment. Although the time frame varies from policy to policy, the insurer usually allows 30 days for the premium to be paid before the policy comes to an end.
- 6.2 If an insurance policy is cancelled before expiry by You, We will pay to You any premium refunded by the insurer, less any outstanding remuneration and/or fee You owe Us. We may retain any remuneration already received on downward premium adjustments or for a policy cancellation.

7. COMPLAINTS PROCEDURE

- 7.1 If You have a problem, concern or complaint about any part of Our service, please tell Us so the problem can be remedied. If You prefer or we cannot agree how to resolve the matter to Your satisfaction, You may formalise Your complaint by writing to Our Complaints Officer. Your complaint will be acknowledged in writing and We will endeavour to resolve the matter within 20 working days.
- 7.2 In the event that We still cannot agree how to resolve the matter, You can register your complaint with Financial Services Complaints Ltd (FSCL), to whom We subscribe. There is no cost to You for this service and You may write to them at PO Box 5967, Lambton Quay, Wellington 6145 or telephone them on 0800 347 257.

8. PRIVACY STATEMENT

We are committed to protecting Your privacy. We use the information You provide to advise about and assist with Your insurance needs. We only provide Your information to the companies whom We recommend or whom You choose to deal with (and their representatives). We do not trade, rent or sell Your information. You can check the information We hold about You at any time.

9. GENERAL

- 9.1 Prior to the renewal of Your insurance policies, We will discuss with You any changes in Our service as may be appropriate for the ensuing year.
- 9.2 Our obligation to provide services to You will end when Our appointment is cancelled. You can cancel Our appointment by notice in writing to Us. You may however, want to enter into a separate claim servicing agreement with Us. Under such an agreement, We will continue to provide service for nominated claims that arose before Our appointment was cancelled.
- 9.3 Upon notice of cancellation of Our appointment We will:
- Immediately withdraw from all negotiations in progress at that time, including but not limited to renewal negotiations for any insurance falling due within the period of notice;
 - Take no further action in relation to any current or ongoing claim for which We are acting on Your behalf, unless We have agreed to a separate claim servicing agreement.
 - We will keep all information about Your business confidential, and except where necessary for the purpose of providing services to You, will not disclose it to any third party without Your consent. This undertaking does not apply to information which is already public knowledge.

APPENDIX A INSURANCE & RISK ADVISORY SERVICES

1. SECTION 1

1.1. Insurance, Transactional & Advisory Service

- Placement of insurance programme.
- Customised policy wordings.
- Insurance renewal planning and strategy.
- Marketing of insurance policies.
- Insurance transactions.

1.2. Documentation

- Agenda and minutes for meetings.
- Placing Slips.
- Invoices.
- Insurance manuals or registers.
- Claims procedures.
- Policies.
- Claims reports.
- Renewal reports.
- Other reports as may be agreed.

1.3. Claims

- Administration.
- Monitoring progress and negotiation with interested parties.
- Recording and analysis as may be agreed.

1.4. Advice

- Identify insurable hazards and risks.
- Scope of insurance policy cover.
- Insurance marketing strategies.

1.5. Meetings

- Site visits as agreed.
- Review meetings as agreed.
- Service review meetings.
- Site visits on all major losses.
- Other as agreed.

1.6. Contracts

- Advice (indemnity and insurance provisions).

1.7. General

- Provision of regular insurance market information.

APPENDIX A INSURANCE & RISK ADVISORY SERVICES

2. SECTION 2

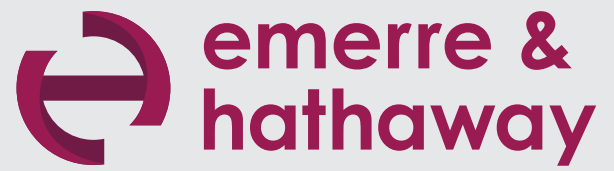
(the following advisory & risk consulting services are not included in Our services to You but are available by specific agreement)

2.1 Risk Advice and Services

- Underwriting information reports for insurers.
- Business risk review.
- Establishing an integrated risk management framework.1.2. Documentation
- General and product liability risk assessment.
- Property and disruption risk control standards and guidelines.
- Property and disruption risk assessment.
- Advice relating to any significant acquisition or merger.
- Training (in any of the above).

2.2 Alternative Risk Financing Advice

- Study of alternative risk financing methods.
- Captive – advice, establishment and management services.
- Agenda and minutes for meetings.
- Placing Slips.
- Invoices.
- Insurance manuals or registers.
- Claims procedures.
- Policies.
- Claims reports.
- Renewal reports.
- Other reports as may be agreed



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