

# STATEMENT OF SERVICES

Version 2 Date: 15.03.2023

## 1. WHAT IS A STATEMENT OF SERVICES?

This Statement of Services (**SOS**) is given by Midgley Advisers Ltd (**MA**) as your financial advice provider and our Financial Adviser who is employed or contracted by (**MA**).

This (**SOS**) contains information about our services, what we are paid in relation to our services, your rights as a client and other things you need to know in relation to the financial advice we provide to you, including how any complaints you may have will be dealt with.

If you ask us to provide you with financial advice, or we already are, we will do so on the terms set out in this (**SOS**). By requesting our services you accept these terms. If there is any change to these terms we will confirm them to you in writing. This (**SOS**) records the basis of our relationship.

You might also receive some other documents after or at the time we provide you with our advice including:

- **Letter of Appointment** – this details the terms and conditions of our appointment as your General insurance, Risk Insurance, Mortgage Lending financial adviser;
- **Risk Analysis** – this is a questionnaire that enables us to assess and understand your needs and objectives in protecting, assets, liabilities, business, personal, lending, income, health;
- **Statement of Advice** – this is a written summary recording our advice and the basis on which it was provided;
- **Policy Wordings Insurance & Lending Documents** – these are legal documents and contain information about the products we recommend to you. They will help you in your decision about whether to acquire the product or lending; and
- **Confirmation notices** – these will confirm the details of transactions we have arranged on your behalf.
- **Applications, Proposals, Declarations & Forms** – from providers may need to be completed and required before cover or lending is put in place.

If you need more information or have any questions, please feel free to contact us.

## 2. WHO IS THE FINANCIAL SERVICES PROVIDER (FSP) LICENCE HOLDER?

Midgley Advisers Ltd (**MA**) FSP 422406, holds a financial advice provider licence issued by the Financial Markets Authority under the Financial Markets Conduct Act. Our contract details are as follows:

<b>Financial Advice Provider</b>	Midgley Advisers Ltd
<b>FSP Register No.</b>	422406
<b>Address</b>	23A Nutsey Ave Northcote
<b>Telephone</b>	09 4802656
<b>Email</b>	<a href="mailto:info@midgleyadvisers.co.nz">info@midgleyadvisers.co.nz</a>

(**MA**) is a Member Broker of Insurance Advisernet New Zealand Limited (**IANZ**) & NZ Financial Services Group (**NZFSG**). (**IANZ**) & (**NZFSG**) may provide a number of support services to (**MA**)

including technology systems, compliance, training and education assistance, provider accessibility, professional indemnity insurance and client premium management.

## 3. YOUR FINANCIAL ADVISER

Your Financial Adviser is authorised under (**MA**)'s licence to provide financial advice services. Enquires with respect to the financial advice services that we may provide you with should be addressed to your Financial Adviser,

Your Financial Adviser has met the required standards of competency, knowledge and skill of the Code of Professional Conduct for Financial Advice Services.

## 4. WHAT RELIABILITY HISTORY SHOULD YOU BE AWARE OF?

Neither (**MA**) or your Financial Adviser has been subject to a reliability event. We are required to disclose a reliability event if it might materially influence you in deciding whether to seek advice from (**MA**) or your Financial Adviser. Examples of reliability events include successful legal proceedings against your Financial Adviser in relation to the contravention of any financial markets legislation in the last five years, or being discharged from bankruptcy in the last four years.

## 5. HOW WILL WE LOOK AFTER YOUR INSURANCE & LENDING NEEDS?

(**MA**) and your Financial Adviser are committed to providing professional advice on your General insurance Products, Risk Insurance Products & Mortgage Lending Products and help set up the requirements which is based upon your needs and our experience and market knowledge.

We offer a range of insurance and risk management services to assist you to protect your assets and liabilities.

We will undertake the following activities:

- Conduct an analysis of your risk/needs and advise on appropriate General Insurance Products, Risk Insurance Products and cover, Mortgage Lending Products and terms & conditions required.
- Advise and recommend potential insurance product & lending providers.
- Negotiate rates and obtain terms from potential insurance product providers and lending rates, terms and conditions.
- Confirm cover terms and loan approvals on your behalf.
- Advise on premium funding option or other products as necessary.
- Once you have chosen the cover or loan you require, we will send you confirmation of cover and approvals, obtain policies and lending terms and conditions from the relevant insurance product and lending providers, check the terms are as agreed and provide you with summaries of cover.
- During our relationship, we will:
  - provide you with invoices for premiums in terms of payment of insurance,
  - forward premiums paid to insurers as required,
  - forward taxes, and levies to appropriate parties,
  - manage premium adjustments,

- monitor the published performance of your product or lending provider to ensure it meets Reserve Bank of New Zealand minimum financial guidelines and alert you if it falls below those guidelines,
- assist with claim lodgement and provide claim advocacy,
- provide you with loan pre-approvals,
- provide you with interest rate and loan structure details,
- assist with breaking current loans, security of loans, and rate reviews

Your Financial Adviser is able to provide regulated financial advice dealing in a wide range of General Insurance Products, Risk Insurance Products, Mortgage Lending Products.

To enable us to provide advice which is appropriate to your circumstances, we will need you to provide us with information about the risk(s) to be insured, and lending financial information to ensure we correctly evaluate your situation, needs and objectives. You should also tell us about any relevant changes as they occur.

If you are unable, or choose not to provide some information to us, our review will be incomplete and may not take into account all of your needs or circumstances. We may still give you advice but will provide you with the details and limitations of that advice or in some cases we may also decide that it is not appropriate to give you advice without further information. You will need to assess the appropriateness of our advice, if given, to your needs before acting on it.

## 6. WHAT OTHER SERVICES DOES YOUR FINANCIAL ADVISER OFFER?

At your request your Financial Adviser can offer you the following additional services:

- Monthly payment options for your General insurance policies.
- Advice on indemnity and insurance provisions in your General Insurance commercial contracts.
- Arrangement of an independent review of your Business Interruption sums insured and indemnity period from an external expert.
- Assistance with a bespoke Business Continuity Plan for your business.
- Provision of an independent risk engineering and management report.
- Commercial and residential valuations from an external expert.
- Referral to a specialised Kiwisaver provider for advice and assistance.

A number of these services fall outside of our core services and may be subject to the agreement of additional remuneration between us or direct with the relevant outside services provider. We will advise you of any cost you will incur prior to you authorising any work be completed on your behalf.

## 7. YOUR OBLIGATIONS

### Payment

Prompt payment of premiums, taxes, levies or loan repayments (if applicable) on receipt of our invoice, monthly premium payment setup, or as per loan structures agreed (unless arranged otherwise).

You will indemnify us against any liability we may incur regarding payment of Fire and Emergency NZ levies payable when policies are placed with overseas insurers.

### Information

You are solely responsible for the accuracy of any information provided by you to us and to your insurance product provider, lending provider. Inadequate or incorrect information provided

intentionally or in error could result in the impairment or voiding of your Insurance covers and Lending approvals or contracts.

We take no liability for the accuracy or completeness of any information that you provide for the placement or provision of General Insurance, Risk Insurance or Lending Applications/notifications on your behalf, or incomplete or inaccurate information.

Please let us know if you have any concerns regarding the information you are providing or the level of Insurance cover or Lending loan approvals you are requesting.

You are required to:

- Fully disclose any material information to us and your insurance or lending provider. Disclosure in the context includes every matter that you know or could reasonably be expected to know that is relevant to the insurer's or lender providers decision to accept the risk or loan or fund management and, if so, on what terms.
- Set adequate sums insured and liability limits of cover, or lending loan amounts, or fund choices,
- Advise us if you have any questions or concerns regarding the information you are providing for insurance purposes.

## 8. WHAT FEES AND COMMISSIONS ARE PAYABLE FOR SERVICES?

You are entitled to know how and what we will charge for our services and what other benefits we receive.

When you take out, alter or cancel an insurance cover or lending agreement following our advice, **(MA)** may charge you an Adviser Service Fee plus GST and charges. **(IANZ)** may also charge an administration fee for processing insurance premiums. **(MA)** may also receive an initial or ongoing renewable commission from the General Insurance Company of between 5% and 25% of the company premium, and between 5% and 256% for Risk Insurance, between 0.4% & 0.85% or \$150 for Mortgage Lending approvals and insurance renewal reviews. These fees and commissions will be clearly noted on your General Insurance premium summary, and withing your Statement of Advice of your Risk & Lending documents.

If we refer you to a premium funder with whom you enter into a premium funding arrangement, **(MA)** may receive a commission of between 0% and 3% of the amount you borrow.

## 9. CONFLICTS OF INTEREST AND INCENTIVES

**(MA)** may pay your Financial Adviser a salary, plus bonuses and other incentives. **(MA)** and your Financial Adviser may receive indirect benefits from insurers and premium funders such as business lunches, tickets to sporting and/or cultural events or corporate promotional merchandise.

We recognise that the above commissions and incentives may create conflicts of interests for **(MA)** and your Financial Adviser. There may also be conflicts of interest between different clients of **(MA)**.

To manage these conflicts we follow an advice process that ensures our recommendations are made based on your financial goals and circumstances. Your Financial Adviser undergoes specialist training in how to manage conflicts of interest. **(MA)** undertakes compliance audits of your Financial Adviser and we also annually audits our conflicts of interest compliance framework. We may, however, choose to rebate all or some of the commissions we receive and charge you a fee based on the nature of the service we provide which we will agree with you.

## 10. WHAT ARE OUR TERMS OF PAYMENT?

### Invoices

We or the insurer and lender will invoice you for the premium & loan payments, statutory and similar charges (eg EQC, FENZ levy,

etc) and any fees we charge for arranging, altering or cancelling your insurances or lending.

You must pay us within the date specified on the invoice or, in the case of a renewal, before the expiry date of the contract of insurance.

If you do not pay the premium or loan repayments on time, the insurer or lender may cancel the contract of insurance and loan and you will not be insured or your loan may go into default. The insurer may also charge a short term penalty premium for the time on risk, or lenders terms may also apply for missed payments.

Premium funding enables you to pay your premiums and statutory and other charges by instalments. We can facilitate your General Insurance payments by setting up monthly instalment from a company that provides premium funding, otherwise for your Risk Insurance payments you can pay these on a monthly basis also, Lending will also be discussed and set up on payments as per agreements.

## 11. GENERAL INFORMATION

### Professional Indemnity Insurance

(MA) and its financial advisers are covered under a group professional indemnity insurance policy arranged by (IANZ), in the amount of NZ\$100m for General Insurance products, (MA) professional indemnity for Mortgage Lending & Risk Insurance has been set up with Lumley/NZI Insurance for \$2m limit.

The insurance (subject to its terms and conditions) covers errors and omissions arising from advice provided by (MA) through its financial advisers.

If you require further information regarding our Professional Indemnity Insurance please contact our office.

### Term and Termination

Our services may be terminated by you or (MA) with one month's notice in writing to the other party.

If you decide to terminate our services we will be entitled to retain all commissions and fees for any policies of Insurances, Mortgage Lending that we have arranged on your behalf. In the event that any insurance premiums are outstanding at the time of termination you must pay us these amounts as part of the termination arrangements.

We will provide all reasonable assistance and cooperation after such notice of termination.

We may continue to answer queries and provide assistance after this period if requested by you, however we reserve the right to charge scaled fees for the provision of such services.

### Trust Account for Client Funds General Insurance

For General Insurance (IANZ) operates a trust account for the collection of client general insurance premiums and the onward payment of insurance premiums to insurers. The trust account is audited at least annually by a qualified auditor not affiliated with (IANZ), for Risk Insurance and Mortgage Lending providers will collect all insurance premium and loan payments either from you directly or via your employer/IRD.

## 12. IBANZ AND THE CODE OF PROFESSIONAL CONDUCT

(MA) is a member of the Insurance Brokers Association of New Zealand (IBANZ) and are bound by the (IBANZ) Code of Professional Conduct.

The Code sets out standards for general financial advisers to follow when dealing with clients including requirements to inform clients of remuneration arrangements and any conflict of interest.

A copy of the Code is available in the consumer advice section of our website [www.midgleyadvisers.co.nz](http://www.midgleyadvisers.co.nz)

## 13. WHO DO I CONTACT WITH ANY COMPLAINTS AND/OR DISPUTES?

If you are not fully satisfied with our services or wish to make a complaint, please speak to your Financial Adviser in the first instance. If your complaint is not resolved to your satisfaction or you do not want to speak with your Financial Adviser, you may contact (MA) directly as follows:

Complaints Officer  
Midgley Advisers Ltd  
PO Box 34190  
Birkenhead AUCKLAND 0746  
Phone: 09 480 2556  
[www.midgleyadvisers.co.nz](http://www.midgleyadvisers.co.nz)

We will endeavour to resolve your problem openly and fairly and within a timely manner.

If you are unable to resolve your complaint with (MA), you may refer it to Financial Services Complaints Limited (FSCL), of which (MA) is a member. FSCL is an approved independent dispute resolution scheme which handles complaints against financial service providers, including insurance brokers. FSCL is free to consumers and its decisions are binding on (MA) (but not on you). Further information about FSCL is available from (MA) and/or from [www.fscl.org.nz](http://www.fscl.org.nz). You may contact FSCL directly on 0800 347 257.

In some circumstances a dispute may arise between you and the insurer. In such circumstances (MA) will assist you with details of the insurer's Internal Dispute Resolution process and, if the dispute remains unresolved, access to the Insurer disputes resolution scheme. If the dispute proceeds, you should obtain legal advice from a qualified lawyer.

# PRIVACY COLLECTION NOTICE

At *Midgley Advisers Ltd (MA)* we are committed to protecting your privacy in accordance with the Privacy Act 2020 (**Privacy Act**) and the New Zealand Information Privacy Principles (**NZIPPs**). This Privacy Notice outlines how we collect, use, disclose, store and handle your personal information as defined in the Act. For more information, please contact us or review our Privacy Statement.

## Why we collect your personal information?

We collect your personal information so we can:

- identify you and conduct necessary checks (including where required by the Anti-Money Laundering and Countering Financing of Terrorism Act 2009 and other legislation);
- determine what services or products we can provide to you e.g our insurance broking services, financial advice services, funding services, claims management services, risk management and other consulting services;
- issue, manage and administer services and products provided to you or others, including claims investigation, handling and settlement;
- improve our services and products e.g training and development of our representatives, product and service research and data analysis and business strategy development; and
- provide you with information and to tell you about our products, services or events or any other direct marketing activity (including third party products, services and events which we consider may be of interest to you).

## What if you do not provide some personal information to us?

If the required personal information is not provided, we or any involved third parties may not be able to provide appropriate services or products. If you do not provide the required personal information, we will explain what the impact will be.

## How we collect your personal information?

Collection can take place by telephone, email, or in writing and through websites (from data you input directly or through cookies and other web analytic tools).

Unless it is unreasonable or impracticable for us to do so, we will collect your information directly from you or your agents.

We may obtain personal information indirectly and who it is from can depend on the circumstances. We will usually obtain it from another insured if they arrange a policy which also covers you, related bodies corporate, referrals, your previous insurers or insurance broker/adviser, witnesses in relation to claims, health care workers, publicly available sources, premium funders and persons who we enter into business alliances with.

If you provide us with personal information about another person you must only do so with their consent and agree to make them aware of this privacy notice and our Privacy Statement.

## Who we disclose your personal information to?

We share your personal information with third parties for the collection purposes noted above where it is reasonably necessary for, or directly related to, one or more of our functions or activities.

We do not use or disclose personal information for any purpose that is unrelated to our services and that you would not reasonably expect (except with your consent). We will only use your personal information for the purposes for which it was collected or as consented to.

We usually disclose personal information to third parties who assist us or are involved in the provision of our services and your personal information is disclosed to them only in connection with the

services we provide to you or with your consent. We may also disclose it for direct marketing purposes.

These third parties can include our related companies, our agents or contractors, insurers, their agents, regulators such as FMA and others they rely on to provide their services and products (e.g reinsurers), premium funders, other insurance broker/advisers, insurance reference bureaus, loss adjusters or assessors, medical service providers, credit agencies, lawyers and accountants, prospective purchasers of our business and our alliance and other business partners.

These parties are prohibited from using your personal information except for the specific purpose for which we supply it to them and we take such steps as are reasonable to ensure that they are aware of the provisions of our Privacy Statement in relation to your personal information.

We also use personal information to develop, identify and offer products and services that may interest you, conduct market or customer satisfaction research. From time to time we may seek to develop arrangements with other organisations that may be of benefit to you in relation to promotion, administration and use of our respective products and services.

Any personal information provided to us may be transferred to, stored at, or processed in a destination outside New Zealand, including but not limited to Australia, United Kingdom and the United States of America. This will strictly be on our behalf as our representatives. Where this happens, those third parties will not be authorised to use or disclose the information for their own purposes. We will ensure that the relevant third party processes your personal information in accordance with our instructions and in a manner consistent with the Privacy Act.

## More information, access, correction or complaints

For more information about our privacy practices including how we collect, use or disclose information, how to access or seek correction to your information or how to complain in relation to a breach of the New Zealand Information Privacy Principles and how such a complaint will be handled, please refer to our Privacy Statement available at our website [www.midgleyadvisers.co.nz](http://www.midgleyadvisers.co.nz) or by contacting us (our contact details are below).

## Your consent to the above, contacting us and opting out

By providing us with personal information you and any other person you provide personal information for, consent to this use and these disclosures unless you tell us otherwise. If you wish to withdraw your consent, including for things such as receiving information on products and offers by us or persons we have an association with, please contact us.

By phone: 09 4802656

By email: [info@midgleyadvisers.co.nz](mailto:info@midgleyadvisers.co.nz)

In writing: PO Box 34 190, Birkenhead, Auckland, 0746

Effective date: 15.03.2023