

# TERMS OF BUSINESS

## Duty of Disclosure

You have a duty to disclose everything you know, or can reasonably be expected to know, that is relevant to the Insurer's decision on the acceptability of the risk of insurance and the terms the Insurer would require in accepting that risk.

This Duty applies when you first take out your insurance and continues throughout the term of the policy and at renewal.

Some examples of information that must be disclosed (but not limited to) includes:

- Change in circumstances or operation of the business;
- Criminal offences, subject to your rights under the Criminal Records (Clean Slate) Act 2004;
- Previous cancellations or refusal to renew insurance;
- Any unreported claims or potential claims that may have arisen or is expected to arise;

**Note:** If you have any questions regarding what information must be disclosed, please contact O'Connor Warren immediately.

## Breach of Policy Conditions

Failure to comply with your Duty of Disclosure, Breach of Policy Conditions, and failure to complete any required renewal Declaration when requested could result in an otherwise legitimate claim being declined, a reduction in a claim settlement or your Policies could be declared null and void.

## Fair Insurance Code

As a member of the Insurance Council of NZ, your insurer is committed to complying with the Fair Insurance Code. A copy of the code can be found at [www.icnz.org.nz](http://www.icnz.org.nz)

## Instructions to Renew Policies

By confirming the initial placement of your insurance and risk programme with O'Connor Warren, you agree for O'Connor Warren to automatically renew your insurance programme. If you do not intend to automatically renew your insurance policies, confirmation in writing must be received by O'Connor Warren. In the event we are unable to reach you to discuss your upcoming renewal, we will renew your policies on the expiring coverage limits and sums insured unless we confirm otherwise – which may include additional policy conditions and subjectivities. If you require any amendments to the cover or policy details, please contact us immediately.

## Claims Made & Notified

Certain categories of policy are provided on a 'claims made and notified' basis. This means any claim or circumstance known to the insured must be notified to Insurers as soon as possible and within the current insurance year. Failure to do so will affect your claim.

## Privacy Statement

We collect, use, disclose and hold your personal information in accordance with the Privacy Act 2020. Our privacy policy is available at <https://oconnorwarren.co.nz/privacypolicy> or by requesting a copy at any time.

## Insurance Charges and Fees for our services

**By entering into this contract of insurance you agree to the following:**

- We are paid commission by the insurers we do business with when we arrange your insurance. The commission we receive is a percentage (between 5% – 40%) of the Insurer's base and earthquake premium. We may charge a fee for the advice given to you, for implementing that advice and for the provision of our ongoing advocacy and management of your insurances. Note, O'Connor Warren do not receive any additional override or profit share income from insurers.
- We shall be entitled to charge you an additional administration fee for any alteration or adjustment to the policy that requires the production of further materials in relation to your cover;
- We may offset all or part of any administration fees owing (or which may become owing) by you against any refunded premium that we hold on your behalf;
- In the event of cancellation of the policy we are entitled to retain our remuneration including commission and fees;
- Payment of the premium including any associated charges will be made to us within the credit terms as agreed;
- In the event of any unpaid debts, you agree that O'Connor Warren may, at its discretion, pass the unpaid debt(s) to a credit recovery agency, which may result in additional collection fees and credit reporting.

## Premium Funding Commission

If you use Elantis Premium Funding (Elantis) to pay your premiums, we will be paid a commission from them of up to 2% of the total insurance premium amount. We may receive an additional production bonus based upon the total premium pool funded.

## Premium Account

We operate a separate premium holding account in accordance with the requirements of the Insurance Intermediaries Act 1994. We have payment arrangements with insurers, as provided in the Insurance Intermediaries Act 1994, which permits OWIB Ltd to receive any interest earned on premium funds held.