

Terms of Business

It is important that you read and understand these terms and conditions as they describe the obligations of both you and O'Connor Warren Life & Health regarding the services we provide.

OUR SERVICES

Personal and Business Insurance Planning

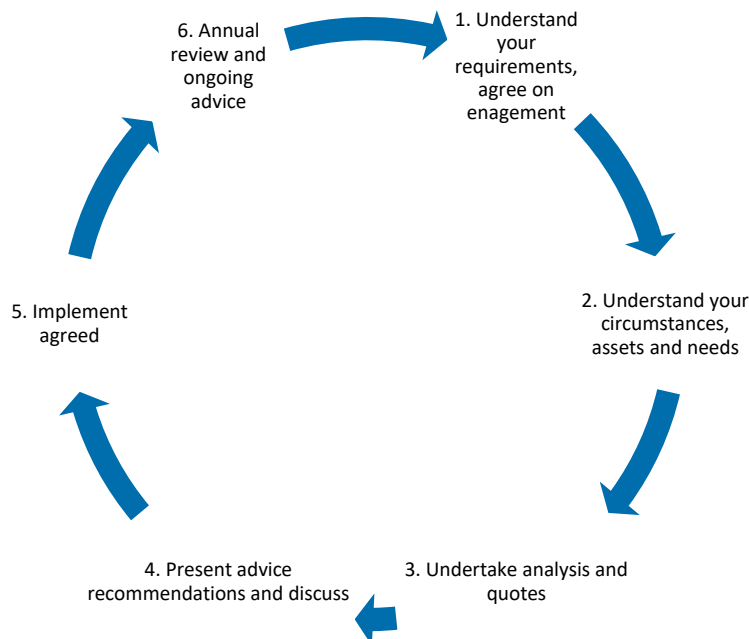
We can help tailor an insurance plan for you that ensure you have the insurance protection in place that you need at an affordable cost. You tell us about you and your circumstances and we work with you to develop the right product options for your insurance needs.

Insurance Product Advice and Implementation

If you already know what Insurance you want, we can arrange quotes and product options for you. We can then we help you implement the products with the insurer to ensure you get what you wanted. Please see our Scope of Service document to further clarify our services.

HOW WE GIVE ADVICE

We follow a simple six step process when providing advice;



Professional Indemnity Insurance

I have professional indemnity insurance which covers all my areas of practice.

ADVICE

O'Connor Warren Life & Health will have regard to your circumstances and objectives as provided by you when providing you with a Planning Service.

In the event you decline to provide requested information regarding your objectives, financial situation or particular needs to us, or provide incorrect or false information, we can only provide you with a Product Only Advice Service or Transactional Services.

Product Only or Transactional Services are based on your request; we will therefore not be providing personalised financial advice to you.

What this means is that we will not consider all your relevant personal circumstances such as your current situation, needs, objectives or the appropriateness of your requests with regard to the former when actioning your requests, nor provide advice relating to the merits or subject matter of transactions.

Any limitations may mean that the resulting implementation is not totally suitable for your personal circumstances.

Please ask your adviser if you are not sure what type of advice or service you require.

YOUR OBLIGATIONS/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. A failure to disclose appropriately may lead to claim declinature and/or your policy being cancelled.

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

- Your medical history
- 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 that may have arisen or is expected to arise

The advice we give is based upon an analysis of the information you provide.

- Please ask me if you are unsure why certain information is being requested.

INSTRUCTIONS TO RENEW POLICIES

By confirming the initial placement of your 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 prior to your renewal date. 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 along with any CPI increases that apply 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.

FEES AND REMUNERATION

Unless otherwise stated, we will receive an income by way of commission paid to us by the relevant insurance company.

We work with the following companies and ranges of commissions:

Company	Initial/Upfront Commission	Renewal Commission
Accuro	0 – 30%	8 – 15%
AIA	30 – 190%	3 – 20%
Asteron	80 – 190%	5 – 30%
Cigna	70 – 230%	7.5 – 30%
Fidelity	100 – 200%	10 – 30%
NIB	35 – 140%	5 – 25%
Partners Life	25 – 230%	0 – 25%
Southern Cross	25 – 30%	14 – 30%

GENERAL

These terms and conditions apply to any transaction, financial or otherwise or any services provided by OWLH.

You acknowledge that O'Connor Warren Life & Health is neither obliged to accept you as a client, nor to provide you with any explanation for refusing you services where a decision is made to do so. O'Connor Warren Life & Health retains the right not to provide services or issue products to any applicant.

Additional terms and conditions not stated herein may apply to the specific products or services O'Connor Warren Life & Health provides. Your adviser will provide you with any such additional terms and conditions if applicable. In the event of a conflict, such additional terms and conditions will take precedence in respect of the products and services to which they apply.

PRIVACY

I/We need to collect your personal information for the purpose of:

- Evaluating and determining your request for advice;
- Maintaining relevant records and advice reports.

In providing our adviser services to you, you consent and give authority to me/us to obtain your personal information from or disclose your information to, the following parties:

- the Regulator and external compliance personnel or any service provider when implementing any of my/our recommendations or variations thereof and/or supplying products to you;
- compliance advisers/personnel, product providers whom I/we have an agreement with, insurance companies, any claims investigators and claims assessors, ACC, financial institutions and any other persons or agencies deemed relevant;
- other professionals such as solicitors, accountants, finance brokers, financial planners when such services are required to complement this advice, and/or as requested by you;
- any other individual or organisation where disclosure is required by law.

In providing our adviser services to you, you consent to your information being used by me, members of my staff, and administrators on our behalf, product providers whom I/we have an agreement with, reinsurers and other companies for the purposes for which your information was collected.

The information is held by me at the offices listed in this document and on our systems, some of which are cloud based.

Under the Privacy Act 1993 you have the right to access and correct your information that I/we hold about you. I/We will rely on you to keep us informed of any changes to all of your contact details and any other personal information. If you wish to obtain access to, or correct your information about you please contact me/us.

You agree to provide all additional information as requested by us and comply with all reasonable requests from us to facilitate our compliance with AML/CFT Laws.

You can find our privacy policy on our [website](#).

LIMITATION OF LIABILITY

We will use best endeavours and act in good faith. We are not liable to you for any loss, liability, actions, claims, damages, costs, or expenses arising out of our advice, act or omission by you or us.

ENDING OUR ENGAGEMENT

Unless otherwise stated, either party may terminate these Terms and Conditions by giving not less than 7 Business days' notice, in writing. After termination, O'Connor Warren Life & Health will not action any unexecuted orders or request. Termination does not affect any rights or obligations that arose prior to termination such as fees payable for our services.

CHANGES

We may vary these Terms at any time subject to the following limitations:

- You will be notified in writing of any variations that could cause you detriment and given an opportunity to terminate your account without penalty. Following a 14-day period after notice of such variation is sent, you are deemed to accept the new terms and conditions at the time of your next instruction or transaction with us.
- Where a variation does not cause you detriment, a notice may be provided by being posted on our website or by any other form of notice. You have 7 days to accept the new terms and conditions before your next transaction with us.
- Hard and or soft copy versions of the Terms of Engagement will be sent to you upon request.

Confirmation of your acceptance of these terms will be recorded in your O'Connor Warren Life & Health file in the Scope of Service and Client Acknowledgement Section.