

Iconic Financial Limited

Terms of Business

March 2021



Contents

Introduction	3
About us	3
Our responsibilities	4
Your responsibilities	4
Premiums, expenses and other amounts payable	5
Our remuneration	5
Conflicts of interest	6
Foreign Account Tax Compliance Act	6
Privacy and Confidentiality	6
Complaints and dispute resolution	7
Non-dissemination of material	7
Electronic communication	7
Limitation of liability	7
Termination and amendments	8
Law and jurisdiction	8
Severability and enforcement	8
Definitions	8

Introduction

Here are the standard terms of business on which we will provide our services to you. These terms of business apply whenever you ask us to act for you for all services, we provide to you, together with any additional or different terms as agreed in writing with you. By taking on our services, you acknowledge you accept these terms. This means you do not need to sign any formal agreement to indicate your acceptance unless we ask you to.

These terms of business supersede and replace any previous terms of business you have received from us and will apply unless and until we provide you with new or amended terms of business or replace it with different terms agreed with you.

If there should be any inconsistency or conflict between these terms of business and additional or different terms agreed with you, we will respect the terms agreed with you.

In this agreement the meaning of words in bold are defined on page 11 of this document.

About us

Iconic Financial Limited

Iconic Financial is licensed by the Financial Markets Authority (FMA) to provide a financial advice service (being the provision of financial advice on life and health insurance products). Our Financial Advisers are NZCFS Level 5 qualified to provide insurance and investment advice.

For more information about Iconic Financial please visit our www.iconicfinancial.co.nz

Our authority to provide financial advice

Iconic Financial holds a licence issued by the Financial Markets Authority (FMA) to provide a financial advice service (being the provision of financial advice on life & health insurance products and investment advice & products). Under this licence, we may only provide you financial advice in relation to life and health insurance products and investment products and advice.

Nature and scope of our advice and services to you

Iconic Financial's advisers provide life & health insurance, and risk management-related advice and services to clients. Iconic Financial also provides Retirement Planning and Investment advice.

When recommending insurance products to you, we can use a range of local and overseas insurers and investment funds.

If and to the extent you are a retail client, we are required to comply with certain competency and conduct requirements under the code of conduct, in respect of our financial advice service. If you are a retail client, while carrying out our services to you, we will ensure that we, and any person giving advice on our behalf:

- meet the standards of competence, knowledge and skill set out in the code of conduct.
- give priority to your interests where there is a conflict by taking all reasonable steps to ensure our advice is not materially influenced.
- exercise care, diligence, and skill, and
- meet the standards of ethical behaviour, conduct and client care set out in the code of conduct.

Our responsibilities

As part of our responsibilities to you, we may (where applicable):

- Act on your behalf (unless we tell you otherwise) according to your instructions and the arrangements you have made.
- Provide advice to you based on our understanding of your requirements, and on receipt of your instructions endeavour to arrange insurance (subject to availability) and investment solution.
- Help our clients to manage any claims.

As financial advisers, we only provide life & health insurance and risk management-related advice and advice on retirement planning and investment solutions.

- We also do not provide advice on tax, regulatory, legal, accounting or Estate Planning matters. We recommend you seek expert advice on these matters.
- We only engage insurers who meet our particular requirements, unless you specifically ask us to do otherwise. We do not however guarantee or are responsible for the solvency or ability of any insurer to pay any amounts for insurance claims or other payments.

Your responsibilities

Give us all relevant information.

When asking us to arrange a new insurance policy or renew a policy, you are responsible for giving us all relevant information, including all facts and details that are pertinent to an insurer's assessment of risk for your potential cover.

Your duty to give information is not limited to the questions we ask you on behalf of insurers. You must also tell us about anything that could affect an insurer's decision to insure you or the terms and conditions you will be offered. If you are in doubt about the sort of information your insurer wants, it is important that you ask us.

To ensure your insurance cover continues to meet your needs you will need to let us know if there has been any change to your circumstances since you took out your policy or last updated your policy. This includes, but is not limited to, a change in income or occupation, a change in smoking status, marriage, divorce, the birth of children, moving home or any other matter which might have a material effect on your insurance cover.

If you misrepresent or do not declare all relevant information when you take out a new policy, or effect an increase to a policy, the insurer may refuse to pay a claim or cancel your entire policy.

We rely on you for accuracy.

It is important that you understand that we will rely on the accuracy and completeness of the information that you give us or someone else gives us on your behalf. We will not be responsible for verifying the accuracy or completeness of any information you or someone else provides us on your behalf.

You must check the documentation supplied to you by us or insurers to ensure there are no mistakes or misunderstandings. You should advise your usual Iconic Financial contact immediately of any errors or anything you believe is not in accordance with your instructions or specifications.

Pay your premium on time.

You are responsible for paying your premiums on time and understand your insurance policies will lapse if payments are not maintained.

Understand the terms of your cover.

You need to carefully read your policy documents to make sure the cover accurately fits your needs, and if there is anything you do not understand that you contact us for clarification.

When making a claim.

It is important to understand that we are here to assist you in the event that you need to make a claim. We have many years of experience in handling life and health insurance claims, and you will benefit from involving us early in the claims process.

Premiums, payable

Paying your premium and other additional and statutory charges.

For personalised life and health insurance, all premiums and administration fees are charged directly to you by your insurer who will detail these in the communications they provide to you.

If you make a late or no payment.

If you do not pay the premiums within the time specified on an insurer may cancel the policy and you may be uninsured.

Goods & Services Tax.

We will charge Goods & Services Tax (GST) on our remuneration where you have elected to be on a fee structure for financial planning, retirement planning or investment advice. Insurance products will have GST included in the premiums charged by the insurer.

Our remuneration

As an insurance and investment advisers, we use our knowledge and expertise to understand your business or personal circumstances, assess the risks, and negotiate and place insurance or investments on your behalf in order to provide our services to you. As a result, we receive remuneration; this is usually paid by the insurer or investment fund. This is calculated as a proportion of the insurance premium, or funds under management.

For life and health insurance, our remuneration is earned when a new policy is taken out, and may be subject to ongoing trail remuneration.

With life and health insurance our remuneration is based upon the business remaining in place for a period of two (2) years and if a policy is cancelled within this period we are required to repay all or part of our commission earnings back to the insurer. If you cancel your policy within two (2) years we reserve the right to charge you for the lost earnings for the services we have provided you.

Other ways in which we may be remunerated.

For retirement planning and investment advice, including the production and maintenance of Financial Plans client may elect to engage us on a fee basis rather than the funds-under-management fee method. If you nominate to engage us on a fee basis you agree to paying our invoices within seven (7) days of receipt.

Conflicts of interest

In giving advice in relation to a financial advice product, we have a duty to give priority to clients' interests. Among other things, products that do not meet our client's needs will not be recommended.

Should a conflict-of-interest situation arise and we become aware of it, we will manage it in accordance with applicable regulation and our conflicts of interest policy, which all employees, must comply with. This consists of processes for, review, and management, including letting you know and working with you to resolve the situation where relevant.

Foreign Account Tax Compliance Act

The Foreign Account Tax Compliance Act (FATCA) is a US tax law designed to identify US citizens and tax residents who use offshore financial accounts to evade their US tax responsibilities. It applies to any insurance or investment placements containing US risk.

To comply with FATCA, insurance & investment advisers, and companies such as **Iconic Financial** must certain legal requirements.

For Iconic Financial our FATCA obligations relate primarily to investment products and solutions as the life and health insurers we use are domiciled in NZ.

Privacy and confidentiality

How we use your personal information.

We are committed to protecting your personal and sensitive information. When we collect, hold, use, disclose and otherwise handle your personal information we must comply with the Privacy Act.

We collect, hold, and use your personal information so we can provide, manage and administer the insurance risk management and investment consulting services. If you do not supply the personal information we request, we may not be able to provide the services you require.

We provide your personal information to insurers to allow them to determine whether to insure you and if so, on what terms.

How we protect and store your information

When using your personal information to carry out our services to you, we must comply with our [Privacy Policy](#) available on the Iconic Financial website or on request. This explains how and why we collect your personal information, disclosure of your personal information to third parties and the security and access to your personal information.

The personal information or confidential information we hold may include written information you provide us and recordings of calls with you to collect information and manage or support any

claims. In accordance with our internal retention periods, your personal information or confidential correspondence and documentation is generally stored for seven years, after which time we archive or destroy the files without notice. It is your responsibility to keep any personal information or confidential information that you may require.

You can access and correct your personal information that we hold. If you would like to do so, please refer to our Privacy Policy for contact details.

Disclosure of information

To reasonably perform our services, we may disclose your personal and confidential information to your insurers or prospective insurers or to other product or service providers providing us with additional support, unless you advise otherwise. We will use it solely to provide you with our agreed services or for an agreed other purpose. We may also be required to provide client information to a regulatory authority as part of our licence obligations and any other obligation that may apply.

However, our confidentiality obligation does not apply to information that:

- You have given express or implied permission to disclose;
- Is required by law;
- Is in the public domain; and
- We rightfully hold, except if there has been a breach of any confidentiality obligation.

We may also contact you about other products and services that may be of interest or benefit to you, unless you let us know otherwise.

Complaints and dispute resolution

We are committed to providing our clients with the highest level of customer service. If our services should occasionally fall short, we make every effort to resolve issues promptly and fairly.

How to make a complaint

If you have any concerns or issues about the services we have provided to you or about any product we have arranged on your behalf, please contact us as soon as possible (quoting your policy or claims number) so we can address the problem.

- Your first port of call is to talk to your adviser directly who is committed to sorting out the matter within 10 working days of receiving your complaint.
- If your adviser cannot resolve the matter with you within 5 working days, they will refer your complaint to their manager for their review who will make every effort to fix the issue within 20 working days of when we first received your complaint.
- If we are unable to make the matter right within 20 working days, we will contact you to explain why this cannot be achieved and try reach an agreed timeframe, remembering that resolution of the complaint may not entirely be within our control as we will need to liaise with insurers or other financial advice providers.
- We will do everything we can to fix the matter, but if we have been unable to resolve it after 6 weeks, you can refer your complaint to the Financial Services Complaints Ltd (FSCL).

Iconic Financial is a member of FSCL's dispute resolution scheme. The scheme provides complainants

with access to a free, independent dispute resolution service, which may help to investigate or resolve your complaint if it is not resolved to your satisfaction using our internal complaints process.

You can contact FSCL by phone: 0800 347 257, email: info@fscl.org.nz or write to PO Box 5967 Wellington 6140. To find out more about FSCL, visit fscl.org.nz

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 so must not be used for anything else without our prior agreement.

No other person or company can rely on any of our information, advice or reports for any purpose at all, and we have no responsibility to any such third party who has received such information, advice or report.

Electronic communications

We may communicate with you by email, unless otherwise agreed with you.

As email security can be externally compromised, these communications can be intercepted or interfered with, or contain viruses or defects. We will do our best to protect these communications but you must make your own security checks. We accept no responsibility for any loss or damage caused by the corruption of an email communication or attachments.

As we use third party service providers we do not guarantee the confidentiality of information sent to or by us electronically. For the avoidance of doubt this provision overrides any separate agreement as to confidentiality of business information.

Limitation of liability

To the maximum extent permitted by law, our entire liability to you (whether in tort, common law or under statute and whether by reason of negligence or breach of this agreement) will not exceed NZ\$2 million in the aggregate.

Notwithstanding the above, we will not be liable to you for any punitive, special, aggravated, exemplary or liquidated damages or indirect, incidental or consequential loss of any kind, including loss of profits or revenue, loss of opportunity or contract, loss of data, loss of production, use or supply, loss of reputation or goodwill, deterioration in value or increased business cost.

Our liability will be proportionate to the share of responsibility we have for any loss you incur, according to the degree to which we caused or contributed to your loss.

Force majeure

We are not liable for any failure or delay to carry out any of our obligations due to causes outside our reasonable control.

Termination and amendments

You can end our engagement by giving us a minimum of 30 days' written notice. If you do so, you will need to make any payments owing to the insurer as at the termination date. Any outstanding claims will be transferred to you to manage from the termination date, unless agreed otherwise.

If we are unable to continue to provide services to you, we will give you a minimum of 30 days' notice (except where we become aware or have reasonable cause to suspect that you are involved in any actions which in our opinion may breach any applicable legislation or which may cause us to be in breach).

We reserve the right to make amendments to these terms of business that are required to reflect a change of applicable law or regulation.

Law and jurisdiction

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

Severability and enforceability

If any term contained in these terms of business or part of these terms of business becomes invalid or unenforceable for any reason whatsoever, the remaining terms will continue to apply, subject to any modifications as are necessary to continue to give effect to them.

Any failure by us to enforce any right or obligation under these terms of business will not in anyway limit or waive our right to subsequently enforce such right or obligation.

Definitions

In this agreement, the following words are defined below:

Code of Conduct – standards of adviser competence and professional conduct established under the Financial Services Legislation Amendment Act 2019 (FSLAA) (which amends the FMCA), in force on and from 15 March 2021.

Financial Markets Authority (FMA) – the New Zealand government agency responsible for financial regulation.

Financial Markets Conduct Act (FMCA) – means the FMCA as amended by FSLAA (on and from 15 March 2021), and which regulates the provision of financial advice in New Zealand.

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

Relevant information – accurate and complete information and facts in relation to the services we will be providing to you. It includes all the information and facts that may be material to an insurer's assessment of a risk for the insurance cover you have asked us to arrange.

Remuneration – received for arranging insurance on your behalf, principally by way of commission paid by the insurer and/or a fee (including an administration fee for fire and general insurance clients) to be paid by you. The amount of commission varies depending on the policy and insurer but is generally calculated as a proportion of the insurance premium excluding any applicable government charges, taxes, fees and levies as determined by the insurer.

Services – the provision of insurance and risk-management related advice and any other services we mutually agree to be provided.

Terms of Business – the standard terms on which Iconic Financial will provide our services to you.

You – an Iconic Financial client who instructs us, or for whom we may provide services.