

## What is a Statement of Services?

This Statement of Services (SOS) is given by HTL Group LTD (T/A The HTL Group) as your financial advice provider and our Financial Adviser who is employed or contracted by The HTL Group.

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 regularly update this document, which will remain available upon request. 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 / Engagement** – this details the terms and conditions of our appointment as your general and/or life & health insurance financial adviser.
- **Risk Analysis** – this is a questionnaire that enables us to assess and understand your needs and objectives in protecting your assets and liabilities.
- **Statement of Advice** – this is a written summary recording our advice and the basis on which it was provided.
- **Policy Wordings** – 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.
- **Confirmation notices** – these will confirm the details of transactions we have arranged on your behalf.

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

## Who is the financial services provider (FSP) license holder?

HTL Group LTD (T/A The HTL Group) FSP697011 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>	HTL Group Ltd
<b>FSP Register No.</b>	697011
<b>Address</b>	27 Eliot Street, New Plymouth
<b>Telephone</b>	0508 267 267
<b>Email</b>	enquiries@thehtlgroup.co.nz

The HTL Group is a Member Broker of Insurance Advisernet New Zealand Limited (IANZ). IANZ provides a number of support services to The HTL Group including technology, compliance, training and education assistance, professional indemnity insurance and client premium management.

## Who is your financial adviser?

Your Financial Adviser is authorised under The HTL Group'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, whose details are as follows:

<b>Financial Adviser</b>	Tom O'Neill
<b>FSP Register No.</b>	FSP 1003103
<b>Telephone</b>	027 388 8264
<b>Email</b>	tom@thehtlgroup.co.nz

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

Your Financial Adviser is able to provide regulated financial advice dealing in a wide range of general insurance products from many providers and life & health products from a selected group of providers detailed later in this document.

## What reliability history should you be aware of?

Neither The HTL Group 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 The HTL Group 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.

## How will we look after your insurance needs?

The HTL Group and your Financial Adviser are committed to providing professional advice on your general insurance and life & health insurance 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 offer general insurance from a range of providers through IANZ - you can learn more here: <https://www.insuranceadvisernet.co.nz/our-team-our-partners#partners>.

I am qualified to provide you with financial advice in relation to life and health insurance products from Asteron and Partners Life. The HTL Group can offer advice on life & health insurance from AMP, AIA, Asteron, Cigna, Fidelity, Partners Life, Southern Cross, NIB, Accuro and UniMed.

We will undertake the following activities:

- Conduct an analysis of your risk/needs and advise on appropriate general insurance and life & health covers required.
- Advise and recommend potential insurance product providers.
- Negotiate rates and obtain terms from potential insurance product providers.
- Confirm cover and terms on your behalf.
- Advise on premium funding option or other products as necessary.
- Once you have chosen the cover you require, we will send you confirmation of cover, obtain policies from the relevant insurance product provider, check the terms are as agreed and provide you with summaries of cover.

During our relationship, we will:

- provide you with invoices for premiums for general insurance,
- manage premium adjustments,
- monitor the published performance of your product 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.

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 to ensure we correctly evaluate your situation, needs and objectives. You should also tell us about any relevant changes as they occur.

# Financial Adviser Statement of Services

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.

## What other services does your financial adviser offer?

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

- Regular payment options for your insurance policies.
- Advice on indemnity and insurance provisions in your 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.
- Complete a needs analysis.

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.

We have a dedicated team to provide financial advice on investment products, and advisers who are able to provide financial advice on life & health insurance products and providers and can offer an introduction upon your request.

## Your obligations

### Payment

Prompt payment of premiums, taxes and levies (if applicable) on receipt of our invoice for your General Insurance products (unless arranged otherwise), and prompt payment of your life & health insurance premiums.

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. Inadequate or incorrect information provided intentionally or in error could result in the impairment or voiding of your insurance cover.

We take no liability for the accuracy or completeness of any information that you provide for the placement or provision of general and life & health insurance 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 you are requesting.

You are required to:

- Fully disclose any material information to us and your insurance 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 decision to accept the risk and, if so, on what terms.
- Set adequate sums insured and liability limits of cover.
- Advise us if you have any questions or concerns regarding the information you are providing for insurance purposes.

## 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 general or life & health insurance cover following our advice, The HTL Group may charge you an Adviser Service Fee plus GST and charges. IANZ may also charge an administration fee for processing General Insurance premiums.

The HTL Group may also receive a commission from the Insurance Company of between 5% and 25% of the premium for General Insurance products. These fees and commissions will be clearly noted on your premium summary and invoice.

The HTL Group may receive commission from life & health insurance providers between 2.5% and 215%. This is based on your annual premium.

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

## Conflicts of interest and incentives

The HTL Group may pay your Financial Adviser a salary, plus bonuses and other incentives. The HTL Group 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 The HTL Group and your Financial Adviser. There may also be conflicts of interest between different clients of The HTL Group.

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. The HTL Group undertakes compliance audits of your Financial Adviser and we also annually audit 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.

## What are our terms of payment?

### Invoices

With regards to your General Insurance, we will invoice you for the premium, statutory and similar charges (e.g. EQC, FENZ levy, etc) and any fees we charge for arranging, altering or cancelling your insurances.

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 on time, the insurer may cancel the contract of insurance and you will not be insured. The insurer may also charge a short-term penalty premium for the time on risk.

Premium funding enables you to pay your premiums and statutory and other charges by instalments. We can facilitate the payment by monthly instalment from a company that provides premium funding.

## General Information

### Professional Indemnity Insurance

The HTL Group and its financial advisers are covered under a group professional indemnity insurance policy for General Insurance Products and advice arranged by IANZ, in the amount of NZ\$100m.

The HTL Group and its Financial Advisers are covered under a group professional indemnity insurance policy arranged through DUAL Insurance, in the amount of NZ \$5,000,000 in respect of investment and life & health insurance products.

# Financial Adviser Statement of Services

The insurance (subject to its terms and conditions) covers errors and omissions arising from advice provided by The HTL Group 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 The HTL Group 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 insurance 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

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.

## IBANZ and the Code of Professional Conduct

The HTL Group 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 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 here:

<http://ibanz.co.nz/files/cust10/IBANZ%20Code%20of%20Professional%20Conduct%2015%20March%202021.pdf>

## 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 The HTL Group directly as follows:

Mail: Complaints Officer  
The HTL Group  
PO Box 910,  
New Plymouth 4340

Phone: 0508 267 267

Website: [www.thehtlgroup.co.nz](http://www.thehtlgroup.co.nz)

Email: [enquiries@thehtlgroup.co.nz](mailto:enquiries@thehtlgroup.co.nz)

View our Complaints Process:

<https://www.thehtlgroup.co.nz/page/complaints-handling-and-dispute-resolution/101/102/>

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

If you are unable to resolve your complaint with The HTL Group, you may refer it to Insurance & Financial Services Ombudsman Scheme (IFSO) of which The HTL Group is a member. IFSO is an approved independent dispute resolution scheme which handles complaints against financial service providers, including insurance brokers. IFSO is free to consumers and its decisions are binding on HTL Group Limited (but not on you). Further information about IFSO is available from The HTL Group and/or from [www.ifso.nz](http://www.ifso.nz). You may contact IFSO directly on 0800 888 202.

In some circumstances a dispute may arise between you and the insurer. In such circumstances HTL Group Limited 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 Policy and Privacy Collection Notice

The information that you provide to us may be used for the purposes set out in our Privacy Policy. By proceeding, you agree to our Privacy collection notice included at the end of this SOS and our Privacy Policy found here:

[www.thehtlgroup.co.nz/page/privacy-policy/101/105/](http://www.thehtlgroup.co.nz/page/privacy-policy/101/105/)

## More Important Information

For more information regarding us, our duties and obligations to you, and our complaints process, please visit our website:

<http://www.thehtlgroup.co.nz/page/disclosure-information-for-clients/101/>

## Declaration

I, Tom O'Neill, declare that, to the best of my knowledge and belief, the information contained in this disclosure statement is true and complete.



## Signature

Tom O'Neill

## Date

25 October 2022

## Privacy Collection Notice

At HTL Group Ltd (T/A The HTL Group) 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, disclose and handle your personal information as defined in the Act.

### 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
- 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.

### 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 to third parties to assist with The HTL Group's direct marketing activities.

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, and stored at, a destination outside New Zealand, including but not limited to Australia, United Kingdom and the United States of America. If we need to provide your personal information to a country that does not offer similar privacy protections, we will fully inform you and seek your express consent to do so, prior to sharing your personal information.

### 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 - Privacy Statement - 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:** 0508 267 267

**By email:** principal@thehtlgroup.co.nz

**In writing:** PO Box 910, New Plymouth 4340

**Effective date:** 1 March 2021