

# CAPITAL RISK SOLUTIONS LIMITED

## BUSINESS DISCLOSURE and TERMS OF TRADE

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## Introduction

Thank you for choosing us to work alongside you as your risk management and insurance advisers. We understand that we have a responsibility to provide you with the highest level of professional advice, service and support which you can trust and rely on.

This document details our legal disclosure requirements and standard terms of business which form the basis of our services to you. This document is provided as required under current regulations and details the terms of business that apply whenever you ask us to act on your behalf regarding the services we provide to you, together with any additional or altered terms as agreed in writing with you.

By choosing us as your advisers, you acknowledge and 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 until we provide you with new or amended disclosures, terms of business, or replace it with different terms as agreed with you.

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

## About us

Financial Service Provider: **CAPITAL RISK SOLUTIONS LIMITED**  
Telephone Number: **04 2101440 or 021 468487**  
Address: **24 Lane Street, Wallaceville, Upper Hutt**  
Email address: **[info@capitalrisk.co.nz](mailto:info@capitalrisk.co.nz)**  
Website: **[www.capitalrisk.co.nz](http://www.capitalrisk.co.nz)**

## LOCAL PEOPLE SERVING LOCAL PEOPLE

Capital Risk Solutions is a family owned and operated insurance broking specialist. We are passionate about insurance and dedicated to providing our customers with expert advice, service and advocacy because we work for you, not the insurance companies. As a member of NZ brokers, New Zealand's largest insurance broking group, we have access to the most respected and financially secure local and offshore markets. This ensures you have the most comprehensive cover at the right price.

## OUR VISION

To be the insurance broker of choice for local businesses and households

## OUR VALUES

- Trust
- Integrity
- Dedication
- Advocacy

## Important information

This document will help you, the Customer, make an informed decision whether the products and financial advice offered by us and our advisers, is suitable for your needs and acceptable to you. This Disclosure Statement is required under the Financial Markets Conduct (Regulated Financial Advice Disclosure) Amendment Regulations 2020.

## What sort of Advisers are we?

Capital Risk Solutions Limited holds a licence issued by the Financial Markets Authority (FMA) to provide a financial advice service (being the provision of financial advice on fire and general insurance products). Under this licence, we may only provide you financial advice in relation to fire and general insurance products. Capital Risk Solutions Limited is a Financial Service Provider under the licence. The licence came into effect when the Financial Services Legislation Amendment Act 2019 (FSLAA) came into force on 15 March 2021.

## How do we get paid for the Financial Advice and Products that we provide to you?

### Fire & General Insurance Products

Capital Risk Solutions Limited and our advisers receive commission when you the customer accepts our financial advice and purchase an insurance policy. The commission is paid by the Insurer (product provider's) for the insurance business on each insurance policy that you the Customer purchase. The commission paid to us and our Advisers can vary from 0-30% of the insurer portion of the total premium (total cost of the Insurance Policy less government levies and taxes).

## Policy Administration Charges and Fees

We may charge a policy administration charge and/or broker fee for financial advice. We will tell you what the fee is and we will show these charges and/or fees on your policy invoice. These charges and fees are only payable by you when our advice accepted, and the insurance policy is purchased. The fees we charge are for our service, placement, implementation, and administration of the insurance policies that you choose to accept and purchase. The total fees payable may increase with the number of insurance policies that you choose to purchase. Fees may be charged in isolation, or in addition, to commission.

## Our Advisors Act with Integrity

To ensure that we and our advisers prioritise your interests above our own, we follow an advice process that ensures recommendations are made based on your individual requirements, wishes, and circumstances. Our advisers participate in ongoing professional development regarding the management of conflicts of interests and a register of interests is maintained in our office. An annual review of our compliance programme is undertaken to ensure adherence to our standards.

You should be aware that there may be potential conflicts of interest that you may need to take into consideration when deciding to accept financial advice from us or our advisers. We will make you aware of any conflicts when giving advice if such conflicts exist.

## Complaints Process

We take our responsibility for quality service to you seriously. If you have a problem or concern, or you are dissatisfied with a product or the advice that has been provided by us or one of our Advisers and you require action to be taken please tell us so we can help to resolve the issue. Please contact us directly or feel free to use our Complaints Process, which you will find at [www.capitalrisk.co.nz](http://www.capitalrisk.co.nz)

If a complaint is received by us, we will approach all complaints with an open mind, listen and treat each complainant as an individual and with courtesy and respect. We will promptly acknowledge the complaint at the earliest possible opportunity and make every attempt to resolve your complaint in a timely manner, with staff escalating as necessary to Senior Management or Complaints Manager. You will receive a written decision, remedies, and resolution as soon as practicable after we have arrived at an outcome.

If you feel your complaint is not resolved to your satisfaction using our internal complaints process, or you are unsatisfied with the response or resolution, you can contact Financial Services Complaints Ltd (FSCL) which is a dispute resolution scheme we are a member of. This service is free to you and is an independent service that will help investigate or resolve the complaint. You can click on this link to find out how to make a complaint to:

**Financial Services Complaints Limited** <http://www.fscl.org.nz/complaints/how-make-complaint>

You can contact (FSCL) at:

Postal Address: P.O. Box 5967, Wellington 6145

Email: [info@fscl.org.nz](mailto:info@fscl.org.nz)

Telephone: 0800 347 257 Website: <http://www.fscl.org.nz/>

## Our Advisor Duties to You - our Customer

Our Advisers give financial advice to customers on behalf of Capital Risk Solutions Limited. When giving advice all our Advisers must:

- Hold a Level 5 New Zealand Certificate in Financial Services (or equivalent), by 15 March 2023
- Maintain competence, knowledge, and skills for the provision of financial advice by participating in continued professional development.
- Abide by the Code of Professional Conduct for Financial Services and display ethical behaviour, good conduct and provide client care. <https://www.mbie.govt.nz/assets/a96d1b4800/code-of-professional-conduct-for-financial-advice-services.pdf>
- Listen to our customers carefully to discover your needs.
- Recommend products or services that meet the customer's needs and explain why.
- Give clear and concise communication.
- Protect client information.
- Give priority to the customer's interests when giving financial advice.

## Our Terms of Trade

### 1.0 **Definitions**

- 1.1 **Company** means Capital Risk Solutions Limited
- 1.2 **Insurer** means the provider of the insurance policy or product.
- 1.3 **Client/Customer** means the person(s) or company obtaining advice on insurance products and services.
- 1.4 **Premium** is the charge of the policy.
- 1.5 **Insurance Policy** is the Insurance product provided to the client and combines the policy document, insurance schedule and application form.
- 1.6 **Contract** is the agreement by the client to pay the premium in exchange for advice from the company and for the insurer to provide cover as set out in the Insurance policy document.
- 1.7 **Period** means the dates the policy applies to.

### 2.0 **Your Customer Responsibilities**

- 2.1 The customer must pay the Premium by the due date as set out on the policy invoice.
- 2.2 The customer must provide all relevant information to the company.
- 2.3 The customer must inform the company of any material change during the period of this contract.
- 2.4 If the customer fails to follow these responsibilities it may invalidate the policy.

### 3.0 **Our Company Responsibilities**

- 3.1 The Company will provide insurance broking services with reasonable care, integrity and skill and as defined by the Code of Conduct. All representations made (whether express or implied) and all other implied conditions, warranties and terms as to the provision of the services are otherwise excluded to the extent permitted by law.
- 3.2 The Company will forward payments received to the Insurer as per the Insurance intermediaries Act 1994.
- 3.3 The Company and Insurer will keep all customer information confidential and will use it for the sole purpose of which it was disclosed in line with the Privacy Act.
- 3.4 The company may correspond with you by electronic communication which may not always be secure and may be read copied or interfered with in transit. We are not responsible for risks associated with electronic communication.

### 4.0 **Commissions and Fees**

- 4.1 The Company will receive commission from Insurers.
- 4.2 We may alternatively or in addition charge a Policy Administration Charge and or Broker Fee for our services.
- 4.3 Unless mandated by law, commissions and any fee earned on policies are deemed to be earned at the inception of the policy.

**5.0 Payment, Late Payment. Default of Payment and Consequences of Default of Payment**

- 5.1 The method of payment will be made by direct credit or as arranged through an agreed Premium Funding company.
- 5.2 Payment in full of outstanding amounts shall be received no later than the 20<sup>th</sup> of the month after invoice date or by the effective/inception date of the cover, whichever is the later, unless specific written agreement to the contrary.
- 5.3 If the payment remains outstanding further to the above, then your policy may be cancelled and be null and void. Any claim on the Insurer could be invalid.
- 5.4 Premium Funding can be arranged at the customer's option. This will be arranged via a third-party provider and be subject to their terms and conditions.
- 5.5 Any invoices that are billed outside of the Premium Funding arrangement are subject to be payment terms stated above in Clause 5.2.

**6.0 Cancellation**

- 6.1 The Customer can cancel a policy with the Insurer at any time by providing written notice to the company.
- 6.2 If the Company and/or Insurer are unable to continue to offer the policy and/or services to the customer, we will provide written notice subject to the Insurance policy.
- 6.3 Commission earned and/or fees charged for the Companies services are earned at the time the insurance cover is placed and are not refundable in the event the cover is terminated early. Any premium refunds generated by the cancellation of a policy by the Customer, the Company, or the Insurer, will be paid back to the Customer once any outstanding premiums have been received from the Insurer, less commission and fees.