

# DISCLOSURE AND SCOPE OF ENGAGEMENT

## IT IS IMPORTANT THAT YOU READ THIS DOCUMENT

This information will help you to choose a financial adviser that best suits your needs. It will also provide some useful information about the financial adviser that you choose.

### 1. CLIENT CONFIDENTIALITY

Confidentiality is important to me. I acknowledge that your personal details and details of your financial position are confidential. I undertake not to divulge any information that you have disclosed to me to any person or body except under the conditions noted below in 'Use of Information'. If your details are entered into our electronic record system, I will keep those details on file for a period of seven years or longer, whether, or not this engagement terminates.

### 2. PARTIES

Adviser Contact details:

Name	Peter Moriarty – FSP225005
Address	53 Polygon Road, St Heliers, Auckland 1071
Telephone number	021 881 788
Mobile Number	021 881 788
Email address	<a href="mailto:peter@insitegroup.co.nz">peter@insitegroup.co.nz</a>

### LICENSING INFORMATION

I am a financial adviser (FSP225005), and I am giving advice on behalf of Insite Group Limited (FSP767956). Insite Group Limited (FSP767956) holds a licence issued by the Financial Markets Authority to provide financial advice.

Neither Insite Group Limited nor I have been subject to a reliability event. A reliability event is something that might materially influence you in deciding whether to seek advice from me or from Insite Group Limited. As an example, it would include legal proceedings against me, or if I had been discharged from bankruptcy in the last four years.

### 3. PRODUCTS AND SERVICES

As a financial adviser, I can provide advice on the following products, and I work with the following providers:

Risk Insurance	Providers
<input type="checkbox"/> Life Insurance	<input type="checkbox"/> AIA
<input type="checkbox"/> Trauma/Progressive Care Insurance	
<input type="checkbox"/> Total & Permanent Disablement Insurance	<input type="checkbox"/> nib
<input type="checkbox"/> Income Protection Insurance	<input type="checkbox"/> Fidelity Life
<input type="checkbox"/> Health Insurance	<input type="checkbox"/> Cigna
<input type="checkbox"/> Key Person Insurance	
<input type="checkbox"/> Share Purchase Insurance	
<input type="checkbox"/> Business Insurance	
<input type="checkbox"/> Mortgage Protection Insurance	

### 4. COMPLAINTS PROCEDURE

If you have a problem, concern, or complaint about any part of my service, please contact me so that we can follow my internal complaints process to resolve the problem. You may contact my office to initiate the internal complaints process by calling 021508525 or by email [andrew@insitegroup.co.nz](mailto:andrew@insitegroup.co.nz) and we will acknowledge the receipt of your complaint within 2 working days. If we cannot agree on how to fix the issue within 10 working days, or if you decide not to use my internal complaints scheme, you can contact the Insurance & Financial Services Ombudsman (IFSO). This service will cost you nothing and it will help us resolve any disagreements. You can contact the IFSO at:

Address:	Level 2, Solnet House, 70 The Terrace, Wellington 614
Telephone number:	0800 888202
Email address:	<a href="mailto:info@ifso.nz">info@ifso.nz</a>

## **6. CONFLICTS OF INTEREST**

As a provider of professional financial adviser services, I have an obligation to act in the interests of my clients when making a recommendation. I follow a recognised six step advice process that ensures my recommendations (presented as a written Statement of Advice) are made based on your individual goals and circumstances.

I may occasionally receive invitations to social events, conferences and/or gifts from various insurers and these can sometimes production volume based. I undertake these will never influence my impartiality and giving you advice on products and providers which are best suited to your needs.

I also complete training in conflicts of interest and have a periodic independent compliance review conducted on my advice process.

## **6. REMUNERATION & FEES**

Analysing the suitability of the provision of products and/or services to you and providing a financial service to you in the form of a Statement of Advice and all associated documentation is given as a service.

There is no cost to you in respect of my services. I am paid by the insurance companies in the form of commission. The commissions are between 30% and 200% of the first year's premiums of your policy – the amount depends on which insurance company and which insurance policy you choose. I may also receive a commission of between 5% and 20% of the premium for each year the policy remains in force. These percentages are inclusive of a 10% payment to Insite Group Ltd. You will not be billed or asked to pay any fees to me at any time, even if the engagement of services is terminated by either party.

## **7. DUTIES**

Under the Financial Markets Conduct Act 2013 and the Financial Services Legislation Amendment Act 2020, it is my duty to ensure that I:

Meet the standards of competence, knowledge, and skill set out in the Code of Professional Conduct for Financial Advice Services (Code of Conduct), which form part of the wider regulatory regime for financial advice and ensure I have the expertise necessary to provide you with advice.

Give priority to your interests by taking all reasonable steps to ensure that the advice given to you is not materially influenced by my own interests or the interests of any other person connected with the giving of advice.

Exercise care, diligence, and skill that a prudent person engaged in the occupation of giving related financial advice would in the same circumstances.

Meet the standards of ethical behaviour, conduct, and client care set out in the Code of Conduct, to treat you as I should and to provide you with suitable advice.

## **8. CLIENT RESPONSIBILITIES**

It is your responsibility to provide me with accurate and relevant information at the time that the initial information is being gathered. If you provide me with incomplete or inaccurate information, I may not be able to provide you with the advice, products, or services you are seeking.

It is important that you understand your obligation to provide me with accurate and relevant information to enable the financial services provider to appropriately assess the risk and make an informed decision about the products you may be seeking.

For insurance products, to enable the insurer to assess the risk and the appropriate premium, the law requires you to disclose all the information you know, or should know, that would influence the judgment of a prudent insurer, in deciding whether to insure you, and if so on what terms and at what cost. This is called your Duty of Disclosure.

## **9. REFERRALS TO OTHER PROFESSIONALS**

If at any time during the term of engagement, a potential need arises for the use of another professional, I undertake to refer you to an appropriate professional. If an appropriate professional cannot be located, I undertake to advise you as soon as possible so that you may engage a professional of your choice, or seek advice, in regard to the same. Should another professional be engaged, I do not accept any liability whatsoever for the advice provided or the fees invoiced by that other professional, regardless of how the engagement came about.

## **10. TERMINATION**

I undertake to exercise care, diligence and skill in providing you with a financial adviser service. If at any time, you wish to terminate this engagement, you must advise me in writing.

## **11. USE OF INFORMATION**

I will collect personal information so that I may administer my customer relationships and provide clients with the products and services they request - this information is held at my offices. Whilst maintaining your privacy under the Privacy Act 2020, I may be obliged to disclose information by law, for example under Court Orders or Statutory Notices.

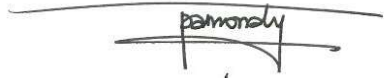
Personal information may be disclosed to:

- Professionals including but not limited to solicitors, accountants, mortgage brokers, and stockbrokers when a referral is required, at your request.
- If you have insurance, those involved in the insurance process including but not limited to claims investigators, medical practitioners, re-insurers, insurance reference agencies.
- If I intend to sell my business, any prospective purchaser of my business.
- The Financial Markets Authority and/or any other regulatory body as required for audit purposes.

From time to time, this information may be updated and/or changed and I undertake to advise you of material changes to any of the items and/or products/services noted above by email and/or mail.

**Declaration**

I, Peter Anthony Moriarty declare that, to the best of my knowledge and belief, the information contained in this document is true and complete and complies with the disclosure requirements in the Financial Markets Conduct Act 2013, and the Financial Services Legislation Amendment Act 2020.



Signed:

Date:

**Summary: This document begins the process of setting out the mutually agreed terms of engagement between us.**

I am happy to answer any questions you may have. If you are completely satisfied with the contents of this document and have no further questions, please sign in acknowledgement below that you have read and understood its contents and you have received a copy. A further copy is available on request and free of charge.

You agree to an assessment of your needs based on the range of products and services as indicated in section 3 of this document.

**Client Name**


**Signed**

**Dated**

**Client Name**


**Signed**

**Dated**