

# **Terms of Engagement**

Version 1.3



Alexandra Christie



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### **Information About Me**

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I am a financial adviser and I provide advice on behalf of Wealth Protection Specialists Limited (FSP716711) as an employee.

Wealth Protection Specialists Limited has a full Financial Advice Provider (FAP) license with standard conditions. This means that the Financial Markets Authority is satisfied that Wealth Protection Specialists can demonstrate it meets its legislative requirements under the Financial Markets Conduct Act 2013 when providing a financial adviser service.

Wealth Protection Specialists and I are registered on the Financial Service Providers Register (FSPR) and you can check this information at <a href="https://fsp-register.companiesoffice.govt.nz/">https://fsp-register.companiesoffice.govt.nz/</a>.

#### **My Experience and Qualifications**

I hold the NZ Certificate in Financial Services (Version 2) and have been a Financial Adviser since 2023. I have been employed with Wealth Protection Specialists since 2020 and before becoming a Financial Adviser, I managed the office including the day-to-day administration for our clients.

I maintain a Continuing Professional Development Plan to ensure that my knowledge and skills up to date. Each year, I will identify areas where I would like to upskill and plan toward this over the year.

Learning is generally obtained through the following:

- Attending regular workshops and presentations (including digital webinars) provided by different product providers.
- Attending industry-specific events and/or conferences and subscribing to relevant mailing lists.
- Undergoing self-study by reviewing policy document changes and information within the industry.

### **My Reliability History**

Neither Wealth Protection Specialists 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 Wealth Protection Specialists Limited or from me. As an example, it would include legal proceedings against me or if I had been discharged from bankruptcy in the last four years.



### The Services I Offer

I provide advice for personal and business Life and Health insurance-based products only.

If you need advice outside of the products and/or services I offer, I will refer you to another adviser who can help.

The service levels I offer fall into the following categories:

#### **Comprehensive Insurance Advice Service**

A comprehensive service involves a full review of your current financial position and your financial and family commitments. I will analyse and consider the insurable risks you face and identify solutions and levels of cover to protect against all these risks.

I will provide you with a Statement/Record of Advice setting out my recommendations, including the types and levels of insurance cover required to meet your objectives. I will also provide you with information regarding the underlying benefits that are relevant to you and any risks or disadvantages you should know about. If you are replacing any existing products, I will carry out a full review of the existing and replacement solutions, and you will receive a comparison report setting out any differences. You will be provided with all the information you will need to make a fully informed decision about proceeding with my recommendations.

#### **Limited Insurance Advice Service**

If you already have an idea about the type and value of insurance you want, I can provide a service limited to recommending product options, providing quotes, and helping you to select an insurance provider.

I will provide you with a Record of Advice setting out the details of product or provider recommendations I have made, including how these meet your objectives and any risk or disadvantages you need to know about. If you are replacing any existing products, I will carry out a full review of the existing and replacement solutions, and you will receive a comparison report setting out any differences. Once you are happy with the insurance strategy, I will assist you with implementing the products with the insurer. This service does not include a full analysis of your situation and insurable risks. I will only collect information from you that is relevant to the types of insurance you would like. This means that any recommendations provided and the products implemented may not be entirely suitable for you, and you may still be exposed to areas of risk.

### **Insurance Implementation Only Service**

If you already know what providers and products you want (including insurance values) and do not want advice, I can help implement your chosen solutions.

You will receive confirmation that the solutions are in place from the provider, but you will not receive a written report from me. It is important to understand that I will not be able to assess or comment regarding the products' suitability, and this may mean that you have the incorrect type and/or value of insurance in place. You may not end up in your desired position if you claim on the insurance.

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



### The Insurance Providers That I Use

My objective is to provide you with competitively priced insurance products backed by insurers with good credit ratings (financial ability to pay a claim) and robust policy wordings (a legal obligation to pay your claim).

There are many insurance companies in New Zealand; however, I do not deal with all of them. Instead, I have agencies with insurers who I feel offer the best terms for clients and provide good levels of service.

The insurers in my panel are:

- AIA
- Fidelity Life

- Chubb Life
- Partners Life

- Asteron Life
- nib

From this 'panel' of insurers, I will recommend what I feel is the best insurance package for your needs. I screen insurers and their policies in a three-step process:

**Step 1** - Insurance policy wordings explain the contractual relationship between you and the insurance company. They set out your rights and responsibilities and detail situations when the insurer is obligated to pay your claim. To ensure an appropriate product is recommended for you, I use independent research to assess the overall policy wording and rate how that wording compares to the other insurers in my panel, and I also use my understanding of the products offered by these providers. I filter out any companies that have policy wordings that underperform compared to their peers.

**Step 2** - Premiums can vary greatly between companies depending on your age, occupation and level of cover desired. I obtain quotes from the companies who have strong policy wording for the products which match your objectives, and from this, filter out the companies whose premiums appear uncompetitive.

**Step 3** - I then use my personal experience as the final filter. I consider factors such as the insurance company's credit rating, my confidence in their systems and processes, how they have treated other clients at claim time or underwriting process, and specific product benefits that best meet your needs. These all influence my final recommendation.

An insurance provider is not selected until I understand your objectives and any specific insurance requirements you may have.



### **How I Give Advice**

When I provide Financial Adviser Services, I generally follow the internationally recognised six-step process.

Unless you have requested a limited service, the steps in my process are generally undertaken as follows:

**Step 1** - I will meet with you and get to know you, and we will agree on the areas of advice I will provide you with and the terms of our engagement. This may be over more than one meeting and sometimes initially by phone.

Step 2 - I will ask you a range of questions to build a picture of your current situation and needs, and I will record this information in a Fact Find document.

Step 3 - I will analyse the information and data you have given me and identify areas of risk, including possible solutions to cover these risks. I will take into consideration your stated goals, needs and priorities, as well as any budget constraints. I will also need to consider your current health and medical history and any existing solutions you may already have in place.

**Step 4** - Once I have identified possible insurance solutions to cover these risks, I generally use independent research to determine the best outcome for you. We will discuss my findings, and I will also document this information in a written plan. This will set out my recommendations for specific solutions to meet the objectives we have discussed and provide you with information that you need to know, such as how I will be remunerated for the recommendations.

Step 5 – If you are comfortable that the recommended plan is affordable for you and will meet your objectives in the event of a claim, we will agree on a process for getting the cover in place. When we have agreed to the actions and responsibilities for these, I will work with you in completing any application forms or other documents that may be required. We will submit the applications, and I will work with the insurance underwriters until you have an agreeable offer of terms. I will provide a comprehensive Record of Advice that will detail our process, including any agreed changes to the insurance strategy between application and implementation.

Step 6 - I will offer to meet with you regularly every 2 years, and we will review your situation and objectives against the products to ensure that they are still suitable for you.



### **How I Am Paid For My Services**

I am paid a salary and my remuneration is not dependent on meeting sales (or other) targets or by placing any percentage of business with any one provider.

#### **Insurance Commissions**

If you proceed with my insurance recommendations, Wealth Protection Specialists will receive a commission from the product provider. The commissions are calculated on the total annual premium that a client pays and can be a single upfront commission and/or ongoing trail commission or a mixture of both.

Generally, there is a difference in the commission paid for certain types of products. For example, some companies pay a higher commission for Life Insurance than Income Protection policies. A range of products can be paid at lower commission levels, including but not limited to Medical Cover, Income Protection Cover, Key Person or New to Business Income Protection policies.

For the insurance providers that I use, the range of commissions payable is set out in the table below.

Insurance Company	Initial Commission (% of Premium)	Annual Ongoing Commission (% of Premium)
AIA	Up to 220	7.5% - 20%
Asteron	Up to 230%	5% - 30%
Chubb Life	Up to 230%	7.5% - 30%
Fidelity Life	Up to 230%	10% - 29.16%
nib	Up to 174%	5% -25%
Partners Life	Up to 230%	7.5 -32.5%

The insurance providers may pay an additional 30% upfront as a Financial Advice Provider Over-ride (FAPO) commission which helps go toward administration, compliance and other regulatory costs. It is important to note that this additional commission is not guaranteed and can change from month to month. The override varies by company and is paid based on customer satisfaction surveys rather than as a sales incentive.

It is important to note that the initial commission figures expressed are the maximum levels payable, and in a lot of cases, the actual commission paid is a lot less. The maximum commission payable reduces significantly if a higher renewal commission is selected. The total upfront commission payable maybe also be further reduced by commercial arrangements with people/companies who refer business to me.

Once we have agreed on the scope of service, and I have formulated my advice, I will provide more precise information regarding the commission that will be received by Wealth Protection Specialists. These costs will be set out in the written advice documents. It is important to know that the insurance commission may change after my recommendations are provided, and the final commission paid will most likely not be known until after the application process is complete. We may need to make adjustments to the recommended insurance plan depending on the outcome of the underwriting process. You will be advised in writing of any changes to the commission structure between application and implementation.



#### **Cancellation Fees**

If you cancel an insurance policy within two years of taking it out, the insurance company will claw back some of the commission paid to Wealth Protection Specialists. On a case-by-case basis, we reserve the right to seek compensation from you for the value of the commission that has to be paid back to the provider. This is generally calculated based on the initial upfront commission paid, less the value of the monthly premium x the number of months the policy has been in force.

#### **One-Off Fees**

Formulating and implementing an insurance or investment plan can take considerable time and Wealth Protection Specialists reserves the right to charge a one-off Advice Fee of up to \$500 to compensate for this time. Generally, the commission paid by the providers is sufficient to cover this charge; however, where you do not proceed with recommendations, we may charge you directly. You will be invoiced for the fee and this will be payable within 7 days of the invoice date.

There may also be occasions where we carry out work over and above the normal advice and implementation process, which is not sufficiently covered by the insurance company's commissions. One such example would be if we undertake an ACC review.

The fee is based on an hourly rate of \$200 plus GST, and we will provide you with an estimated total cost before any work is completed. We will only start work once we have your authority to do so. You will be invoiced for the total cost, and this will be payable within 7 days of the invoice date.

#### **Referral Fees**

Wealth Protection Specialists have a referral agreement in place with Rothbury. If we refer you to Rothbury for Insurance, and you take out cover, we will be paid 25% of the commission that Rothbury receives from the insurance company.

#### **Non-Financial Benefits I Might Receive**

As well as the commission paid to Wealth Protection Specialists, I may receive other benefits from product providers from time to time. These may include pens, stationery pads, or branded clothing at training sessions or conferences and product seminars or a bottle of wine or other such gifts at Christmas time. I may also be offered meals out or invited to other types of social functions paid for by insurance providers. These gifts are provided in appreciation rather than as a sales incentive.



# **Conflicts of Interest and How I Manage These**

As commissions are based on the value of the premiums paid by clients, this is seen as a conflict of interest, especially when there is a recommendation to move from one provider to another.

I am a salaried Financial Adviser. My remuneration is not based on any specific sales targets, and I have no contractual obligations to place any quota of business with a particular provider. As such, commission payments do not pose a conflict of interest for me personally; however, with the commissions paid to Wealth Protection Specialists, there remains a conflict. I do not allow the potential commission payment to my employer to influence any recommendations I make. My decisions are based on providing the best outcome for my clients.

Unless you have requested a limited service, product recommendations are made after a full analysis of your situation has been completed and any specific needs and/or objectives taken into consideration.

If you have existing insurance cover, I may identify a more effective solution to meet your needs. Before I recommend that any product be replaced, I will ensure that I have all information regarding your situation and medical history to determine whether you will be in any way disadvantaged by replacing the cover. I will then use 3<sup>rd</sup> party research from Iress to compare policy benefits and wording. This ensures that I fully understand any differences between the current and proposed cover. Iress is independent of any insurance company and specialises in researching insurance products and rating these against each other.

I will not recommend moving from one product or provider to another if you will not be in a more favourable position after the move.

I undertake to provide my clients with all of the information they need to know to make an informed decision about the suitability of any solutions I recommend. Before proceeding with any advice, you will be provided with a full list of benefits of my recommendations specific to your situation and objectives, as well as any risks or disadvantages that you need to know about.

Wealth Protection Specialists also engages an independent specialist adviser compliance firm to carry out regular testing of our advice processes. We pride ourselves on being committed to a journey of continuous improvement and the use of industry best practices.



# **Your Privacy and Protecting Your Information**

We understand the trust you place in us when you provide me with your personal information, and we undertake to keep this information confidential and secure. We are bound by the Privacy Act 2020 (the Act) and the 13 underlying principles when we collect and use your personal information, and we will not trade, rent or sell your information to any party.

We do not generally keep paper files, and all information we collect from you is scanned and held on Dropbox (a cloud-based database management system). This information is backed up remotely. If we need to print any of your information, it is disposed of securely once the paper-based version is no longer needed. We also ensure that we have an agreement in place for any outsourced office support to follow the same process.

The Act gives you the right to request access to and correction of your personal information, and you can check the information we hold about you at any time.

Information provided by you and/or any authorised agent will be used to provide the services that we will agree on. Other people that may have access to your information during our relationship are:

- Product or service providers, when implementing the solutions that have been agreed on.
- Adviser compliance specialists who may carry out independent reviews of our systems and processes.
- Regulatory bodies such as the Financial Markets Authority who may carry out monitoring reviews
  of the business.
- Outsourced office support such as paraplanners.
- Insurance claims assessors or investigators who may need access to such information.
- Other professionals such as solicitors, accountants, financial planners, or lending institutions, when such services have been requested by you to complement the recommendations I provide.



### **Your Obligations During Our Engagement**

Any advice provided as a result of completing a needs analysis can only be as good as the information received from you, so I ask that you provide me with all the information I request. Without all relevant and correct information about your situation and objectives, the advice given may not be appropriate for your needs. If you are unsure why I need certain information, please feel free to ask so that I can explain.

If you choose to proceed with my insurance recommendations, then you also have an obligation to the insurance company to provide full and factual information regarding your situation and your current and past health history. When you make a claim, the insurance provider may look further into your medical history. If they discover that you did not comply with your duty of disclosure, they may alter the terms of your policy retrospectively — which might affect your claim, or they may void your policy from its inception, which means that you would not be able to make a claim, as no policy would exist. It does not matter if the material information is about a condition unrelated to your claim.

Unless we agree otherwise, it is also important that you view our relationship as ongoing and keep us informed of any material changes to your situation as this may impact any recommendations that I have provided you.

### **My Obligations During Our Engagement**

I take my responsibilities to my clients seriously. I not only have a personal obligation to prioritise my client's interests, but I am also bound by a Code of Professional Conduct set by the Financial Markets Authority, and this dictates that I must act in your best interests at all times and I must exercise care, diligence and skill when providing advice. This is only a summary and more information about the Code can be found here: <a href="mailto:financialadvicecode.govt.nz">financialadvicecode.govt.nz</a>

The Code of Professional Conduct also sets out minimum standards of ethical behaviour, conduct and client care; however, I will always endeavour to do more than expected and follow 'best practice" guidelines in my dealings with clients.

### **Ending Our Agreement**

Unless otherwise stated, either party may terminate these Terms and Conditions by giving not less than 7 business days' notice in writing. After termination, we will not action any unexecuted requests or recommendations. If you choose to end our relationship, this does not affect any rights or obligations that arose before termination, such as any fees payable for my services.

As set out on page 7, we may charge a fee if you cancel an insurance policy within two years of taking it out. This charge is to cover the cost of the service provided including the provision of the written advice documents. If Wealth Protection Specialists exercises this right, you will be invoiced once the exact commission to be repaid is known.

# **Changes to These Terms**

We may vary these terms at any time; however, if there is a material change to the information, you will receive a further copy of these terms at the next engagement. A material change would be something that would or would be likely to influence your decision relating to the advice. Examples of this would be if we alter the products we use.



### What Should You Do if Something Goes Wrong?

Sometimes things don't always go to plan, and there may be a time when you don't feel that I have met your expectations. If this happens, please let me know so that I can work with you to rectify the issue.

There are several ways you can contact me to make a complaint and the contact details are as follows:

Address: Level Two, Bracken Court, 480 Moray Place Dunedin

Telephone number: 03 470 1422

Email address: alexandra.christie@wealthprotection.co.nz

You can phone the above number between the hours of 9 am – 5 pm Monday to Friday. Alternatively, you can put your concerns in writing and post or email your complaint to the addresses above.

Please provide me with the details of your concerns and how you would like me to address these. I will acknowledge your complaint in writing and aim to resolve the complaint within 10 working days. If the issue is complex or there are issues outside of our scope, I may need to ask you for further information or agree on an extension with you.

If we cannot agree on how to resolve the issue to your satisfaction, you can escalate the matter to Financial Disputes Resolution Service (FDSR). This is an external service, and it will cost you nothing. FDSR will investigate your complaint and work with us to facilitate an agreed resolution.

You can contact the Financial Disputes Resolution Service by phone, mail, or email as follows:

Phone: 0508 337 337

Email: <a href="mailto:enquiries@fdrs.org.nz">enquiries@fdrs.org.nz</a>

Post: Freepost 231075, PO Box 2272, Wellington 6140

Website: <u>www.fdrs.org.nz</u>

When we agree to the scope of my service to you, you will be asked to acknowledge that you have received and read the Terms of Engagement. Confirmation of your acceptance of these terms will be recorded in your file.

# The Scope of My Service to You



Information regarding the products and services I offer is set out in the Terms of Engagement that you have been provided and you can choose the service level that best suits your objectives. You can request another copy of my Terms of Engagement at any time.

Please tick one of the following options: Please note that for joint clients, "I" becomes "we", and "my" becomes "our".		
☐ Comprehensive Insurance Advice Serv	vice	
I would like a full review of my current situation and an a and/or business Life and Health Insurance.	assessment of all insurable risks in relation to personal	
☐ Limited Insurance Advice Service		
I already know the areas of risk that I want to be covered only require recommendations for product options, and the products with the insurer.	* *	
☐ Insurance Transaction Only Service		
I do not require any advice. I already know what type suited to me, and I only want assistance to implement the		
Insurance Products		
I would like advice for and/or would like to implemen	t the following (Please tick)	
Personal Insurance	Business Insurance	
☐ Life Insurance/Survivor Income Continuation	☐ Key Person Insurance	
☐ Illness/sickness insurance (trauma insurance)	☐ Income Protection Insurance	
☐ Permanent Disability insurance	☐ Life Insurance	
☐ Income/Mortgage Protection Insurance	☐ Illness/sickness insurance (trauma insurance)	
☐ Health Insurance	☐ Group insurance options	
$\square$ Other (please state)	Other (please state)	
Other (please state)	Other (please state)	

Other specific requests or limitations to the advice to be provided (Please state)

# **Client Agreement & Acknowledgements**



By signing below, you are confirming that you understand the scope of the service that will be provided and to the following statements:

- I have received a copy of my adviser's **Terms of Engagement (Version 1.3)**. I have reviewed this information with my adviser, and we have agreed on the service that best meets my objectives.
- If I have chosen to limit the service provided, I understand the risks and potential consequences of this decision (as set out in the Terms of Engagement).
- I understand my adviser will not be comparing products from all providers in the market and that there is a risk that there might be more suitable or cost-effective products with another provider outside of those offered.
- I understand the information relating to the Privacy Act 2020 and how this information may be used.

<b>Please</b>	tick	app	icab	le	box/	'es
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	<b>total annual premium</b> of any insurance that commission of between 5% and 35% depending of the adviser remuneration and I also understa	s will be paid a commission of between 0% - 240% of the I chose to take out, and may also receive an ongoing g on the insurance provider used. I understand the basis and that Wealth Protection Specialists reserves the right icy within the first two years (as set out in the Terms of				
and						
	I agree to pay Wealth Protection Specialists a fee of up to \$500 plus GST or \$% for theinsurance service provided. If I choose to go ahead with my adviser's recommendations, this fee is <b>covered by the commission paid to my adviser</b> . If I do not go ahead with the advice, I understand that I may be <b>invoiced for this fee separately.</b>					
Cli	ent Name	Client Name				
Sig	gnature	Signature				
Da	ite	Date				