

Trading Terms and Conditions

Applicable from 1 November 2020



Introduction

These Trading Terms and Conditions (Terms and Conditions) shall apply to insurance services business between 360 Commercial Underwriting Limited (360 Commercial) and any Insurance Broker (Broker) who advises on and transacts in the "Insurance Products" made available to the market by 360 Commercial and its Authorised Representatives.

By placing insurance business utilising the Insurance Products with 360 Commercial on or after the effective date above the Broker confirms acceptance of and agrees to be bound by these Terms and Conditions.

The Broker agrees to these Terms and Conditions individually and/or on behalf of the company or other legal entity for which he/she is acting in seeking to utilise the Insurance Products. The Broker represents and warrants that he/she has the right and authority to act individually and/or on behalf of and to bind such entity (if any).

1. Context and Consideration

The Broker wishes to carry on an insurance broking business to provide advice for insurance products, and to deal in the Insurance Products made available to the insurance market (the Offer) by 360 Commercial. In consideration of the Remuneration paid by 360 Commercial, the Broker agrees to advise and deal in any Insurance Products made available by 360 Commercial, subject to these Terms and Conditions.

2. Relationships

360 Commercial acts as agent for insurers, unless otherwise advised.

The Broker acts as agent for its clients and is not an agent of 360 Commercial and will not provide or purport to provide any insurance broking services on behalf of 360 Commercial.

The Broker is responsible for the actions and omissions of its authorised representatives, agents, employees and contractors.

These Terms and Conditions do not create any form of insurance binder, employment, joint venture or partnership.

3. Placing Insurance

New Business

The Broker must accept the Offer for the contract of insurance in writing on or before 4pm on the inception date and provide 360 Commercial with all Proposal forms, where applicable, and closing instructions received from the insured within 30 days from the inception date of the contract of insurance arising from the Offer, unless written instructions have been provided by 360 Commercial with an alternate timeframe.

The contract of insurance will be in the same terms and conditions as the written Offer made available by 360 Commercial and any subsequent documents or other conduct, including any counter-offer from the Broker, will have no effect unless confirmed in writing by 360 Commercial.

"Hold covered" terms may be available in limited circumstances upon written request and at the sole discretion of 360 Commercial. Any "hold covered" agreement will have no effect unless confirmed in writing by 360 Commercial.

The Broker accepts and agrees that in the event it fails to comply with the documentation and/or time provisions of this sub-clause **New Business** for any contract of insurance 360 Commercial shall have the right to cancel ab initio the contract of insurance at its sole discretion.

Renewals

The Broker must accept the Offer for the renewal contract of insurance in writing on or before 4pm on expiry date and provide 360 Commercial with all renewal-related Placings, Declarations, Proposals, and other documentation where applicable, no later than 30 days after the expiry date, unless written instructions have been provided by 360 Commercial with an alternate timeframe.

The renewal contract of insurance will be in the same terms and conditions as the written Renewal Offer made available by 360 Commercial and any subsequent documents or other conduct, including any counter-offer from the Broker, will have no effect unless confirmed in writing by 360 Commercial.

360 Commercial will not provide "Hold covered" terms; however, we may agree, upon written request and at the sole discretion of 360 Commercial, a "Policy Extension" of the expiring policy. Any "Policy Extension" agreement will have no effect unless confirmed in writing by 360 Commercial and the relevant extension premium paid within the credit terms provided in the Schedule.

The Broker accepts and agrees that failure to comply with the documentation and/or time provisions of this sub-clause **Renewals** for any contract of insurance will result in the lapse of the policy and there is no contract in place post the original expiry date of the policy.

4. Insureds

360 Commercial will only directly contact insureds in the following circumstances:

- + Promoting, marketing and selling its services or products to the general public or to groups of persons who are members of a specific industry, association, profession, club or ethnic community provided that in doing so it does not target any client of the Broker specifically;
- + Pursuant to statutory requirements;

- + If requested by the insured in writing;
- + If required in relation to a claim; or
- + If 360 Commercial has been unable to obtain from or provide to the Insured any relevant notices and information following reasonable endeavours to communicate via the Broker.

5. Duty of Disclosure

Disclosure

The Broker is required to disclose to 360 Commercial every matter that it knows or could reasonably be expected to know, which may influence 360 Commercial's decision whether to accept a risk of insurance on behalf of an insurer and, if so on what terms and at what premium. The Broker acknowledges the same duty of disclosure applies during the term of the contract of insurance and before any renewal, extension, variation or reinstatement of a contract of general insurance.

Unsigned Proposal Forms

The Broker may comply with its disclosure obligations by emailing 360 Commercial a fully completed but unsigned

Proposal form provided the document is a current version of the interactive PDF Proposal available from 360 Commercial's website for the relevant class of insurance being sought by the insured.

By submitting such a form the Broker:

1. certifies that the form has been completed electronically with all required questions fully and truthfully answered by or on behalf of the insured and
2. acknowledges, agrees and accepts that the Non-disclosure provisions of this [Clause 5](#). shall apply in the event of any error, omission or inaccuracy in the information provided on the Proposal form.

Where an interactive PDF Proposal form is completed by hand, or an interactive form is unavailable for a particular class of insurance a fully completed Proposal signed by the insured is required.

Non disclosure

The Broker acknowledges that failure to comply with the duty of disclosure, including but not limited to failure to provide 360 Commercial with all documentation required in [Clause 3](#). of these Terms and Conditions, may result in the insurer being entitled to avoid liability or reduce liability under the contract in respect of any claim, or may result in termination of the contract. In such an event the Broker accepts all responsibility for non-disclosure and agrees that it shall have no claim whatsoever against 360 Commercial for any consequential loss sustained by the Broker and/or an insured.

6. Payment of Premium, Fees and Statutory Charges

The Broker will remit premium on a net of commission basis and any applicable fees and statutory charges on a gross basis, plus GST if applicable, to 360 Commercial within the credit terms provided in the Schedule, which commences from the inception date of a contract of insurance.

All collected premium, applicable fees and statutory charges are to be held by the Broker in a Client Premium account in accordance with statutory requirements.

7. Closings

All closings to be sent to closings@360commercial.co.nz

8. Remuneration and Credit Terms

360 Commercial will pay the Broker commission on each base premium in accordance with the rates in force at the date of issue of these Terms and Conditions unless otherwise agreed in writing between the parties, or as advised in the terms of an Offer from 360 Commercial. Credit terms shall apply in accordance with the Schedule attached to these Terms and Conditions unless otherwise agreed in writing between the parties or as advised in the terms of an Offer from 360 Commercial.

360 Commercial will provide the Broker with 30 days written notice of any change in standard commission rates. Unless otherwise agreed, the base premium is exclusive of statutory charges (including GST), any Fire and Emergency levy, Earthquake Commission premium, or any other statutory charge.

The Broker confirms that in facilitating the acceptance of each Offer to create a contract of insurance the Broker has considered its obligations under the *Financial Advisors Act 2008* in relation to any disclosure of remuneration necessary to comply with its statutory obligations to its insured.

9. Cancellation of the Contract of Insurance

360 Commercial, on behalf of the insurer, will have the right to cancel the contract of insurance if the premium is not paid in accordance with the terms of the contract of insurance and these Terms and Conditions.

Any arrangement for extension of the premium payment terms will have no effect unless confirmed in writing by an authorised representative of 360 Commercial.

10. Claims

The Broker will provide all reasonable assistance to 360 Commercial, or a party nominated by 360 Commercial or the insurer, in respect of all claims and agrees that any claim will only be paid upon receipt of all outstanding premium(s) and other fees and statutory charges for that contract of insurance.

11. Indemnity

Each party indemnifies the other for all claims, damages, judgments, losses, costs and expenses to the extent that they are reasonably incurred in connection with any breach by a party of either these Terms and Conditions or statutory requirements. This indemnity survives the expiry or termination of any contract or agreement incorporating these Terms and Conditions.

12. Marketing Material

Any marketing material for 360 Commercial's products created or developed by the Broker must first be approved by 360 Commercial before it is published, distributed or utilised. The Broker will not amend any marketing material provided by 360 Commercial without the prior written consent of 360 Commercial.

13. Electronic Distribution

If the Broker chooses to distribute insurance documentation via electronic means, the Broker must comply with any regulatory guides and any 360 Commercial-required or statutory requirements.

14. GST

Where GST is payable, it must be calculated and paid in accordance with applicable New Zealand GST legislation. All amounts referred to in these Terms and Conditions are GST exclusive.

Tax Invoices

The Broker will issue to the insured a tax invoice in the Broker's name that specifies the GST payable on any taxable supply made by 360 Commercial to the insured. Where an adjustment event such as variation or cancellation of the policy occurs, the Broker will issue to the insured an adjustment note in the Broker's name.

The Broker will issue to 360 Commercial a tax invoice that specifies the GST payable on any taxable supply made by the Broker to 360 Commercial. Where an adjustment event such as variation or cancellation of the policy occurs, the Broker will issue to 360 Commercial an adjustment note.

15. Records

The Broker will retain all records including correspondence (whether electronic or otherwise) either created by or supplied to the Broker for the purpose of providing Insurance Product advice or dealing with the Insurance Products under these Terms and Conditions for a minimum of seven years or longer if required by any statutory requirement.

16. Dispute Resolution

The parties will attempt in good faith to resolve any dispute between them in connection with these Terms and Conditions in accordance with 360 Commercial's Dispute Resolution Process as published on the company's website here: www.360uw.co.nz/360-commercial/

If the parties cannot resolve the dispute through that process, they will mediate in accordance with the Mediation Protocol of the Arbitrators' and Mediators' Institute of New Zealand Incorporated. This clause does not apply to any urgent court application, including interlocutory relief.

17. Privacy and Confidentiality

Privacy

The Broker, if providing 360 Commercial with personal information about individuals, will comply with all relevant obligations under the *Privacy Act 1993* including having made or making the individual(s) aware that their personal information will be disclosed to 360 Commercial and handled in accordance with 360 Commercial's Privacy Policy.

Confidentiality

Subject to [Clause 4. Insureds](#), each party must keep confidential and must not use the other party's Confidential Information, except as necessary to perform under these Terms and Conditions or as required by law. Nothing in this clause [Privacy and Confidentiality](#) restricts the use or dissemination of Confidential Information obtained lawfully from a third party.

Each party authorises the other to disclose its Confidential Information to its insurers, (re)insurers, actuaries, auditors, professional advisors and any related bodies corporate. This clause survives the expiry or termination of any contract or agreement incorporating these Terms and Conditions.

Confidential Information means all information, data, practices and techniques relating to a party, or a related body corporate, customers, competitors, business, operations, strategies, computer systems, marketing systems and intellectual property or other property of which the other party becomes aware in negotiating or performing under these Terms and Conditions but does not include information that is in the public domain or later comes into the public domain unless it came into the public domain by a breach of confidentiality.

18. Complaints

The Broker must inform 360 Commercial immediately of any complaint received by the Broker which relates specifically to a contract of insurance issued by 360 Commercial or the services provided by 360 Commercial.

The Broker must fully cooperate with the insurer's and 360 Commercial's dispute resolution procedures and provide all reasonable assistance to the insurer and 360 Commercial, including providing all relevant documents and information in the investigation and resolution of the complaint.

19. Termination and Variation

These Terms and Conditions may be varied by 360 Commercial by providing the Broker with 30 days' written notice, unless the variation is to comply with a statutory requirement where the variation will apply with immediate effect.

360 Commercial may terminate any contract or agreement incorporating these Terms and Conditions immediately by providing written notice to the Broker if the Broker is subject to an insolvency event, breaches a condition or engages in unprofessional behaviour or behaviour bringing discredit upon 360 Commercial including improper, unethical; or fraudulent activity.

As soon as practicable after any termination of any contract or agreement incorporating these Terms and Conditions and in any event within 90 days of termination, each party must pay all money owed to the other, after taking into account any adjustments and the Broker must return at its own expense all documents to 360 Commercial including marketing materials supplied by 360 Commercial.

For the purposes of this clause and any other clause of these Terms and Conditions requiring written notice, such notice may be given electronically by either party to the other by sending such notice to the server utilised by the receiving party for the conduct of the business the subject of these terms, and such notice shall be deemed delivered upon receipt of advice from the recipients server generated automatically.

20. Inconsistency and No Assignment

In the event of any inconsistency between these Terms and Conditions and the policy wording or insurance documentation associated with the contract of insurance, the policy wording or insurance documentation will take precedence.

The Broker may not assign its rights or transfer obligations under any contract or agreement incorporating these Terms and Conditions without the prior written consent of 360 Commercial.

21. Governing Law

Any contract or agreement incorporating these Terms and Conditions will be governed by the laws of New Zealand and the parties irrevocably submit to the non-exclusive jurisdiction of the Courts of New Zealand and any courts which may hear appeals from those Courts.

Schedule

360 Commercial Products and Credit Terms

Product	Class of Business	Security	Participation	Credit Terms
SurePac Property (incl SurePac Sport)	Material Damage/ Business Interruption	Chubb Insurance New Zealand Limited	100%	60 days from inception date
SurePac Liability	Material Damage/ Business Interruption	Chubb Insurance New Zealand Limited	100%	60 days from inception date
Property UK	Material Damage/ Business Interruption	Certain Underwriters at Lloyds	100%	60 days from inception date
Liability UK	Various Liability Covers	Certain Underwriters at Lloyds	100%	60 days from inception date
Open Market	Material Damage/ Business Interruption	Certain Underwriters at Lloyds and Others	100%	25 days from inception date
Open Market	Various Liability Covers	Certain Underwriters at Lloyds and Others	100%	25 days from inception date
Other Non-Facility Business	Various	As advised in the Offer for the Contract of Insurance	As advised in the Offer for the Contract of Insurance	25 days from inception date

Additional Information For Brokers

1. Bordereaux

A monthly bordereau providing all details of payments being made is required on or before the 20th of each month. Your bordereau should be emailed to admin@360commercial.co.nz

2. Bank Account Number For Payments

Payment of premiums is due on the 20th of each month by online banking direct to our Premium Trust Account number:
[06-0507-0176929-02](tel:06-0507-0176929-02)

3. GST Number

360 Commercial's GST number is: [100-787-601](tel:100-787-601)

4. Administration Contact

Felicity Cocks
National Sales Operations & Marketing Manager
New Zealand
Email. felicity.cocks@360uw.co.nz
Telephone. 027 209 5886

5. Company Contact

Email. admin@360commercial.co.nz
Post: 360 Commercial Limited
PO Box 9521, Waikato Mail Centre, Hamilton 3240

6. Business Development Managers

Please contact your 360 Commercial Business Development Manager or Regional Broker Support for insurance quotes, product information and queries and any other assistance from 360 Commercial. You will find all contact information on our website here: www.360uw.co.nz/our-people/#our-teams